

**RICHARDSON COUNTY BOARD OF EQUALIZATION
JANUARY 8, 2025
AGENDA**

CALL TO ORDER

8:45 A.M.

- 1) Roll Call 2) Posting of Open Meeting Laws 3) Approval of Agenda

MOTOR VEHICLE TAX EXEMPTIONS

Community Med Center, Corner Stone Baptist Church, FC Volunteer Ambulance Squad,
First Baptist Church, Good News Assembly of God Church, FC Sacred Heart School, SE NE
Community Action Partnership, Inc.

Kim Riggs, County Assessor

Personal Property taxes regarding Cojent Communications

ADJOURNMENT

**RICHARDSON COUNTY BOARD OF
COMMISSIONERS**

AGENDA

WEDNESDAY, JANUARY 8, 2025

CALL TO ORDER

9:00 A.M.

- 1) Roll Call 2) Invocation
3) Pledge of Allegiance 4) Posting of Open Meeting Laws
5) Minutes of the last meeting 6) Approval of Agenda

ROAD DEPT.

9:05 A.M.

Update on routine road and bridge maintenance
Resolution 2024-2025-27 Authorize Chairman to sign NE Dept of Transportation Professional
Services (engineering) Agreement BRO-7074(27) for project located NW of Falls City
on 710 Road between 650 and 651 Avenue

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on the business within the Jail and Sheriff's Department

COUNTY TREASURER

10:00 A.M.

Semi-Annual Report, December 31, 2024

PAM SCOTT, VISITOR'S COMMITTEE

10:15 A.M.

Proposed changes to Richardson Count Visitor's Committee by-laws and
review membership and appointments

CORRESPONDENCE/OTHER

Document annual salary increase of 2% for staff personnel as per FY24-25 budget in Assessor,
Treasurer, Veterans Service, Extension Service, Courthouse Maintenance, Emergency Management
Agency, Clerk, Clerk of Dist Court
Fee Reports
Resolution 2024-2025-24 sub-division for Robert D and Joyce K Bachman located in S30, T1, R18
Resolution 2024-2025-25 sub-division for Eickhoff Living Trust located in S31, T3, R16
Resolution 2024-2025-26 mileage reimbursement rate

CLAIMS

ADJOURNMENT

**RICHARDSON COUNTY
BOARD OF COMMISSIONERS
ANNUAL MEETING**

AGENDA

WEDNESDAY, JANUARY 15, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

BOARD REORGANIZATION

- Election of Chairman
- Election of Vice-Chairman
- Appointment of Board Member Duties

APPOINTMENT OF APPOINTED COUNTY OFFICIALS

- Reaffirm appointment of Highway Superintendent
- Reaffirm appointment of Emergency Management Director and
Noxious Weed Control Superintendent
- Reaffirm appointment of Veterans Service Officer

SPECIAL BOARD APPOINTMENTS

- | | |
|---------------------------------------|------------------------|
| County Safety Committee | County Board of Health |
| Richardson County Planning Commission | |

LAW ENFORCEMENT CENTER

9:15 A.M.

- Update on routine business within the Law Enforcement Center
- Agreement with CPC for inmate phone, chirp and commissary items services

ROAD & BRIDGE DEPT.

9:30 A.M.

- Update on the routine road and bridge maintenance

BRIAN KIRKENDALL, NOXIOUS WEED CONTROL SUPT. 10:00 A.M.

- 2024 Annual Noxious Weed Control report of the Richardson plan

CORRESPONDENCE/OTHER

- December monthly operating statement
- Fee Reports
- Resolution 2024-2025-24 sub-division for Robert D and Joyce K Bachman
located in S30, T1, R18

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, JANUARY 22, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD DEPT.

9:05 A.M.

Update on routine road and bridge maintenance

PAM SCOTT, CLERK OF DIST COURT

9:30 A.M.

Acceptance of grant funding from NE Dept of Health & Human Services,
Office of Child Support Enforcement for child support enforcement in Richardson County

LAW ENFORCEMENT CENTER

9:35 A.M.

Update on the business within the Jail and Sheriff's Department

QUARTERLY JAIL INSPECTION

10:00 A.M.

CORRESPONDENCE/OTHER

Monthly Operating Statement

Resolution 2024-2025-24 sub-division for Robert D and Joyce K Bachman located in S30, T1, R18

CORRESPONDENCE/OTHER

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, JANUARY 29, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

PLEDGE SECURITY RECEIPT REPLACEMENTS

9:05 A.M.

County Treasurer, Amanda Bartek-Ramsey and
County Clerk, Mary L. Eickhoff

ROAD DEPT.

9:10 A.M.

Update on routine road and bridge maintenance

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on the business within the Jail and Sheriff's Department
Consider establishing a fee for providing service to villages within the County
to enforce village ordinances when requested by the Village

BRIAN KIRKENDALL, EMA DIRECTOR

10:00 A.M.

Relay concern of vote regarding re-appointment as EMA/
Noxious Weed Control Supt.

CORRESPONDENCE/OTHER

Resolution 2024-2025-29 Cancel Check

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, JANUARY 29, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

PLEDGE SECURITY RECEIPT REPLACEMENTS

9:05 A.M.

County Treasurer, Amanda Bartek-Ramsey and
County Clerk, Mary L. Eickhoff

ROAD DEPT.

9:10 A.M.

Update on routine road and bridge maintenance

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on the business within the Jail and Sheriff's Department
Consider establishing a fee for providing service to villages within the County
to enforce village ordinances when requested by the Village

BRIAN KIRKENDALL, EMA DIRECTOR

10:00 A.M.

Relay concern of vote regarding re-appointment as EMA/
Noxious Weed Control Supt.

CORRESPONDENCE/OTHER

Resolution 2024-2025-29 Cancel Check

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, FEBRUARY 5, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD DEPT.

9:05 A.M.

Update on routine road and bridge maintenance
Report on damage done to Road 719 west of Hwy 75
EXECUTIVE SESSION to discuss personnel matters and for the prevention of the needless injury to the reputation of an individual(s)

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on the business within the Jail and Sheriff's Department
Authorize the County Sheriff to sell surplus equipment on social media sites
Quote from General Fire & Safety to install a Clean Agent Fire Suppression System in the computer server room at the Law Enf Center

FALLS CITY EDGE Lucas Froeschl, Executive Director

10:00 A.M.

quarterly report

EMERGENCY MANAGEMENT AGENCY

10:15 A.M.

Cross-Jurisdictional Memorandum of Understanding by, between and among: County of Atchison, MO; Counties of Johnson, Nemaha, Otoe and Pawnee counties; regarding alert, warning, and notifications sent through FEMA's Integrated Public Alert and Warning System
Review of the Fixed Siren Policy in Richardson County and proposed changes and a review of the maintenance and expense of the outdoor warning sirens located within the cities and villages of Richardson County

CORRESPONDENCE/OTHER

Fee Reports
Monthly Operating Statement

CLAIMS

ADJOURNMENT

QUARTELY SAFETY COMMITTEE MEETING

Wednesday, February 19, 2025

CALL TO ORDER

8:30 A.M.

- 1) Roll Call
- 2) Agenda

Reports from members

Review of incidents since last meeting in December

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, FEBRUARY 19, 2025

CALL TO ORDER

9:00 A.M.

- 1) Roll Call
- 2) Invocation
- 3) Pledge of Allegiance
- 4) Posting of Open Meeting Laws
- 5) Minutes of the last meeting
- 6) Approval of Agenda

ROAD DEPT.

9:05 A.M.

Update on routine road and bridge maintenance

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on the routine business of the Sheriff's Department and Jail
Authorize the sale of surplus equipment on auction site, GovDeals
Review quote for repairing/improving the grease drain at Law Enf Center
Review proposal for jail meals

BRIAN KIRKENDALL, EMA DIRECTOR

10:00 A.M.

Review of outdoor warning siren towers located within the corporate limits of the villages and cities in the County with regards to insurance coverage and maintenance

CORRESPONDENCE/OTHER

Consider appointment to the Richardson County Planning Commission
Resolution 2024-2025-32 subdivision for Towle Realty located in S23, T1, R16

CLAIMS

ADJOURNMENT

**RICHARDSON COUNTY BOARD OF EQUALIZATION
FEBRUARY 26, 2025
AGENDA**

CALL TO ORDER

8:45 A.M.

1) Roll Call

2) Posting of Open Meeting Laws

3) Approval of Agenda

REAL ESTATE TAX EXEMPTIONS APPLICATIONS for 2025

ADJOURNMENT

**RICHARDSON COUNTY BOARD OF
COMMISSIONERS
AGENDA
WEDNESDAY, FEBRUARY 26, 2025**

CALL TO ORDER

9:00 A.M.

1) Roll Call

2) Invocation

3) Pledge of Allegiance

4) Posting of Open Meeting Laws

5) Minutes of the last meeting

6) Approval of Agenda

BRIAN KIRKENDALL, EMA DIRECTOR

9:10 A.M.

Samantha Scheitel, County Attorney

Review of maintenance and insurance coverage of outdoor warning sirens that are located within the corporate limits of the villages and cities in Richardson County and consideration to develop an interlocal agreement

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on the routine business of the Sheriff's Department and Jail
Authorize the sale of surplus equipment on auction site, GovDeals
Review jail meals and current contract with Consolidated Correctional Foodservice of DesMoines, Iowa and other quotes received for future service

ROAD DEPT.

10:00 A.M.

Update on routine road and bridge maintenance

COUNTY VISITORS COMMITTEE

10:15 A.M.

Pam Scott, Secretary to the Committee regarding the change to the current By-laws for the addition of 2 members to the Committee, from 5 to 7 and whereas those 2 would be representatives from the hotel industry within the county

FALLS CITY EDGE

10:30 A.M.

Lucas Froeschl, Executive Director

and Anthony Nussbaum, Falls City Administrator/Clerk/Treasurer

Discussion about the Citroniq project and why Falls City is engaging in a Non-Disclosure Agreement and how that it might affect Richardson County

CORRESPONDENCE/OTHER

Resolution 2024-2025-32 subdivision for Towle Realty located in S23, T1, R16
Resolution 2024-2025-33 subdivision for Janet Warrick McMullen Trustee of the Janet Warrick McMullen Trust located in S16, T3, R15
Letter of Resignation from Mona Godemann, Veterans Service Officer

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, MARCH 5, 2025

CALL TO ORDER **9:00 A.M.**

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD DEPT. **9:05 A.M.**

Update on routine road and bridge maintenance
Brush complaints
Resolution 2024-2025-34 Plan-In-Hand Report Approval for BRO-7074(26)
Stella Southwest located on 717 Road and approx. ¼ mile East of 640 Ave

LAW ENFORCEMENT CENTER **9:30 A.M.**

Update on the routine business of the Sheriff's Department and Jail
Review further a quote with Consolidated Correctional Foodservice
of DesMoines, Iowa for inmate meals
Review quote from E Force for records management program
Consider approval of salary increases for certain dispatchers

COUNTY VISITOR'S COMMITTEE **10:00 A.M.**

Pam Scott, Secretary
Appointments to County Visitor's Committee—Brian Poppe and Diana Orton
representing the hotel industry
Finalizing the by-law changes

100 YEAR REDEDICATION CEREMONY OF COURTHOUSE **10:10 A.M.**

Tentative plans and approval for expenses

CORRESPONDENCE/OTHER

Monthly Operating Statement
Fee Reports

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, MARCH 12, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD DEPT.

9:05 A.M.

Update on routine road and bridge maintenance

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on the routine business of the Sheriff's Department and Jail
Consider an addendum to terminate current contract and enter into a new contract for a reduction in pricing with Consolidated Correctional Foodservice of DesMoines, Iowa for inmate meals

COUNTY OFFICIALS

10:00 A.M.

**Sheriff Hardesty, Treasurer Bartek-Ramsey, Assessor Riggs,
Clerk Eickhoff and Clerk of Dist Court Scott**
Review employee handbook section regarding paid time off

EXECUTIVE SESSION

10:30 A.M.

with Jerry Pigsley, special legal counsel to discuss pending litigation and for the protection of the public interest

COUNTY CLERK, MARY L. EICKHOFF

Request to advertise for staff position vacancy

CORRESPONDENCE/OTHER

Resolution 2024-2025-35 Cancel Check

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, MARCH 19, 2025

CALL TO ORDER 9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD DEPT. 9:05 A.M.

Update on routine road and bridge maintenance
Consider replacement of County shop/barn at Verdon and report on damage

COUNTY ATTORNEY, SAMANTHA SCHEITEL 9:20 A.M.

Request approval to rehire former employee

LAW ENFORCEMENT CENTER 9:30 A.M.

Update on the routine business of the Sheriff's Department and Jail

SE NE COMMUNITY ACTION 10:00 A.M.

Sherry Huddleston, Falls City Outreach Office to give report on services

PROJECT RESPONSE, Kira Verdenburg 10:15 A.M.

Update on the activity of the organization

BRIAN KIRKENDALL, EMA DIRECTOR 10:30 A.M.

Courthouse fire alarm system review

CORRESPONDENCE/OTHER

CLAIMS

ADJOURNMENT

**RICHARDSON COUNTY BOARD OF EQUALIZATION
MARCH 26, 2025
AGENDA**

CALL TO ORDER

8:45 A.M.

1) Roll Call

2) Posting of Open Meeting Laws

3) Approval of Agenda

APPROVAL OF REAL ESTATE TAX EXEMPTIONS APPLICATIONS for 2025

ADJOURNMENT

**RICHARDSON COUNTY BOARD OF
COMMISSIONERS
AGENDA
WEDNESDAY, MARCH 26, 2025**

CALL TO ORDER

9:00 A.M.

1) Roll Call

2) Invocation

3) Pledge of Allegiance

4) Posting of Open Meeting Laws

5) Minutes of the last meeting

6) Approval of Agenda

LAW ENFORCEMENT CENTER

9:05 A.M.

Update on the routine business of the Sheriff's Department and Jail

Consider the sale of the K-9 Valor to Nemaha County Sheriff's Department

Executive Session to discuss personnel matters and for the protection of an individual(s)

ROAD DEPT.

9:30 A.M.

Update on routine road and bridge maintenance

**REVIEW THE IMPLEMENTATION OF ZONING
REGULATIONS FOR RICHARDSON COUNTY**

9:45 A.M.

CORRESPONDENCE/OTHER

Resolution 2024-2025-36 to cancel a check

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, APRIL 2, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD DEPT.

9:05 A.M.

Update on routine road and bridge maintenance

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on the routine business of the Sheriff's Department and Jail
Discussion of repair/improvement to rooftop air unit at Law Enforcement Center

PROJECT RESPONSE

10:00 A.M.

Kira Verdenburg to present a report on the organization

CORRESPONDENCE/OTHER

Fee Reports
Monthly Operating Statement
Agreement with Summit Fire Protection for the fire alarm monitoring Courthouse
Recommendation from Veterans Service Committee for the appointment to the vacancy
of the Veterans Service Officer

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, APRIL 9, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD DEPT.

9:05 A.M.

Update on routine road and bridge maintenance

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on the routine business of the Sheriff's Department and Jail

HUMBOLDT SHARES, INC.

10:00 A.M.

Quarterly report by Mark Joy

BRIAN KIRKENDALL

10:15 A.M.

Noxious Weed Program Evaluation

CORRESPONDENCE/OTHER

Pledge Security replacement with F&M Bank for County Clerk

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, APRIL 16, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD DEPT.

9:05 A.M.

- Update on routine road and bridge maintenance
- Authorize advertisement to receive sealed bids for FC SW C-75(2024-2) Pipe Replacement Project Section 20/29, T1, R16
- Consider purchase of new wheel loader from quotes received through Sourcewell contracts

LAW ENFORCEMENT CENTER

9:30 A.M.

- Update on the routine business of the Sheriff's Department and Jail

JEREMY INGRAHAM

10:00 A.M.

- Improvements being made to a parcel located south of Rulo/Lewis & Clark Estates and flood insurance requirements

EXECUTIVE SESSION

- to discuss pending litigation and for the protection of the public interest

CORRESPONDENCE/OTHER

- Resolution 2024-2025-37 Transfer from Inh Tax to General Fund per budget document

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, APRIL 23, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

PROCLAMATION

9:05 A.M.

100 YEAR REDEDICATION OF COURTHOUSE

PUBLIC HEARING

Liquor License for TumbleReeds, LLC

9:15 A.M.

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on the routine business of the Sheriff's Department and Jail

CORRESPONDENCE/OTHER

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, APRIL 30, 2025

- CALL TO ORDER** **9:00 A.M.**
- 1) Roll Call
 - 2) Invocation
 - 3) Pledge of Allegiance
 - 4) Posting of Open Meeting Laws
 - 5) Minutes of the last meeting
 - 6) Approval of Agenda
- LAW ENFORCEMENT CENTER** **9:05 A.M.**
- Update on routine business within the Jail and Sheriff's Department
Consider quotes for the installation of a generator at Law Enforcement Center
- OPEN SEALED BIDS FOR FC SW PROJECT** **9:30 A.M.**
- Pipe Replacement** between Sections 20 & 29, T1, R16
- ROAD & BRIDGE DEPT.** **9:35 A.M.**
- Update on routine road and bridge maintenance
- COMMISSIONER CAMPBELL** **9:50 A.M.**
- Road Dept. Union Negotiation
- FC ECONOMIC DEVELOPMENT & GROWTH ENTERPRISE** **10:00 A.M.**
- Quarterly Report
- KAYTLYN KENNEDY, EXTENSION EDUCATOR** **10:15 A.M.**
- Annual Report
- GRIEVANCE HEARING** **10:30 A.M.**
- filed by Road Dept. employees, Bryan Dettman, Wyatt Martin, Ron Ramer
- QUARTERLY JAIL INSPECTION**
- CORRESPONDENCE/OTHER**
- Health Insurance renewal with Medica for July 1, 2025 through June 30, 2026
premium increase of 5.3%
- CLAIMS**
- ADJOURNMENT**

**RICHARDSON COUNTY BOARD OF EQUALIZATION
MAY 7, 2025
AGENDA**

CALL TO ORDER

8:45 A.M.

1) Roll Call

2) Posting of Open Meeting Laws

3) Approval of Agenda

TAX LIST CORRECTIONS

ADJOURNMENT

**RICHARDSON COUNTY BOARD OF
COMMISSIONERS**

AGENDA

WEDNESDAY, MAY 7, 2025

CALL TO ORDER

9:00 A.M.

1) Roll Call

2) Invocation

3) Pledge of Allegiance

4) Posting of Open Meeting Laws

5) Minutes of the last meeting

6) Approval of Agenda

COUNTY TREASURER, AMANDA BARTEK-RAMSEY

9:05 A.M.

Request approval to move remaining unpaid taxes to county tax sale

ROAD & BRIDGE DEPT.

9:10 A.M.

Update on routine road and bridge maintenance

Review the bids received for the FC SW project Pipe Replacement between
Sections 20 & 29, T1, R16

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on routine business within the Jail and Sheriff's Department

Consider quotes for the installation of a generator at Law Enforcement Center

SE NE COMMUNITY ACTION COUNCIL

10:00 A.M.

Annual Report and Proclamation for Community Action Month

BRIAN KIRKENDALL, EMA DIRECTOR

10:15 A.M.

Review of the floodplain, flood fringes and floodway properties in Richardson County

Review possible purchase of pickup for EMA through state bid contract price

EXECUTIVE SESSION

10:45 A.M.

with Jerry Pigsley, special legal counsel regarding pending litigation and for the
protection of the public interest

CONSIDER DECISION ON GRIEVANCE

Hearing held on April 30 meeting, filed by Bryan Dettman, Wyatt Martin, Ron Ramer

CORRESPONDENCE/OTHER

Fee Reports

Monthly Operating Statement

Approve Manager Change Amendment for Liquor License of Falls City Country Club, Inc.

Falls City Golf Course, Thomas Gist as Manager

Resolution 2024-2025-38 subdivision for Terry L and Brenda L Frank located in S28, T3, R13

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

TUESDAY, MAY 13, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

LAW ENFORCEMENT CENTER

9:10 A.M.

Update on routine business within the Jail and Sheriff's Department

KIM TANNER – COOPER NUCLEAR

10:00 A.M.

Update on the OPPD Brownville Cooper Nuclear operation

LUKE BONKIEWICZ - NACO

10:30 A.M.

Update on NACO projects/activity/legislation/programs

DRUG COURT

11:00 A.M.

Chris Reece, PSC Coordinator and Melanie Stormer, Chief Probation Officer
SE NE Adult Drug Court County Interlocal Agreement/State Interlocal Agreement/FY25-26
Budget; Probation legislative update

PENNSYLVANIA COLONY HISTORICAL SOCIETY OF NE

11:15 A.M.

Daniel T. Pleiss, request for funding

CORRESPONDENCE/OTHER

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, MAY 21, 2025

CALL TO ORDER

9:00 A.M.

- 1) Roll Call
- 2) Invocation
- 3) Pledge of Allegiance
- 4) Posting of Open Meeting Laws
- 5) Minutes of the last meeting
- 6) Approval of Agenda

REGION V SYSTEMS, Patrick Kreifels, Regional Administrator

9:05 A.M.

APACE, Matt Kasik, Director of Apace (formerly Region V Services)

Annual Report

Interlocal Agreement of Amended and Restated Agreement for the Formation of the Region V Community Human Services Program and **APACE**

Interlocal Agreement of Amended and Restate Agreement for the Formation of the Region V Community Human Services Program and **Region 5 Systems**

County funding for Region V per NE State Statute §71-808

LAW ENFORCEMENT CENTER

9:15 A.M.

Update on routine business within the Jail and Sheriff's Department

Consider quote from IAO Electric, LLC of Hiawatha for generator improvements at the Law Enforcement Center

Consider approval of monthly service charge with the State of NE OCIO for radio recording

BRIAN KIRKENDALL, EMA DIRECTOR

9:30 A.M.

Samantha Scheitel, County Attorney

Discussion on FEMA floodplain, flood fringes and floodways in Richardson County and flood insurance program requirements

Review quotes and state bid contracts and consider purchase of pickup

ROAD & BRIDGE DEPT

10:00 A.M.

STOP sign funding agreement with NE Dept--Certificate of Completion

Resolution 2024-2025-39

Resolution 2024-2025-40 to authorize Chairman to sign the Environmental Services

Agreement—BK2264 Supp Agrmnt #2 with Felsburg Holt & Ullevig for the Stella SW

Project BRO-7074(26)

Contract with VanDorn Valley Construction, LLC for the FC SW pipe replacement project located between S 20 and 29, T1, R16

CORRESPONDENCE/OTHER

Notice from NAPE AFSCME Local 61 that grievance filed by Bryan Dettmann, Wyatt Martin, and Ronald Ramer that was denied by the County Board of Commissioners has been submitted to the County Board to proceed with Step 3 of the grievance process to be presented to the County Grievance Board

Engagement letter for special legal counsel with Woods & Aitken to represent the County with a Road Department Union Grievance that has been submitted to the Grievance Board (2 representatives from the County, 2 representatives from the Union and 1 mutually agreed upon member)

Appointment of 2 members to represent the County to the Grievance Board for Road Dept. Union Contract and select names to be submitted to NAPE AFSCME Local 61 to be considered for the mutually agreed upon 5th person of the Grievance Board

Notice from NE Tax and Equalization & Review Commission that no adjustment of any class or subclass of real property in Richardson County is required by law

Notice from Richardson County Assessor that the tax assessment rolls are completed

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, MAY 28, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD & BRIDGE DEPT

9:05 A.M.

Update on the road and bridge maintenance
Right-of-way documents for the FC SW pipe replacement project located
between S20 and S29, T1, R16

LAW ENFORCEMENT CENTER

9:15 A.M.

Update on routine business within the Jail and Sheriff's Department
Amended agreement with EForce software provider

BRIAN KIRKENDALL, EMA DIRECTOR

9:30 A.M.

and SAMANTHA SCHEITEL, COUNTY ATTORNEY

Finalize notice to landowners regarding floodway regulations
Continue discussion on revisions to current ordinance regarding floodplain and floodways

COUNTY ASSESSOR, KIM RIGGS

10:00 A.M.

Sarah Dickmeyer, GovTech Solutions/Schneider Geospatial
Demonstration on programming and products available

BRIAN KIRKENDALL, EMA DIRECTOR

10:30 A.M.

After action report from May 19, 2025, storm

CORRESPONDENCE/OTHER

Appoint new member to Safety Committee to replace the jail representative

CLAIMS

ADJOURNMENT

**Richardson County
Board of
Commissioners
will not meet on
WEDN. JUNE 4 , 2025**

**Next meeting will be
held on Wednesday,
JUNE 11, 2025**

Agenda is kept current at the County Clerk's Office

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, JUNE 11, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

BRIAN KIRKENDALL, EMA DIRECTOR

9:05 A.M.

Resolution 2024-2025-41 Richardson County LEOP--Local Emergency Operations Plan

ROAD & BRIDGE DEPT

9:10 A.M.

Update on the road and bridge maintenance

Jan Wilhlem, Mayor of Humboldt to discuss how county roads work

9:20 A.M.

OPEN SEALED BIDS FOR BROME GRASS MOWING

9:30 A.M.

LAW ENFORCEMENT CENTER

9:35 A.M.

Update on routine business within the Jail and Sheriff's Department

Consider wage increases for Law Enforcement Staff for FY2025-2026

Consider changes for the renewal to the Humboldt Law Enforcement Agreement

CRAIG COONCE

10:00 A.M.

Request approval for the designation of a parcel of real estate as a cemetery

PUBLIC HEARING TO AMEND BUDGET

10:15 A.M.

General Fund amendment to allow for funds rec'd from NACO Lease Purchase

RESOLUTION 2024-2025-42 adopt amended budget for FY2024-2025

CORRESPONDENCE/OTHER

Fee Reports

Monthly Operating Statement

Resolution 2024-2025-43 Subdivision for Dorothy Merwin located in S31, T3, R14

Special Designated Liquor Licenses for Falls City Area Jaycees for Tractor Pull on July 11, 2025
and Demolition Derby on August 23, 2025, both events to be at the Falls City Area Jaycees Field

CLAIMS

ADJOURNMENT

QUARTELY SAFETY COMMITTEE MEETING

Wednesday, June 18, 2025

CALL TO ORDER

8:30 A.M.

- 1) Roll Call 2) Agenda

Reports from members

Review of incidents since last meeting in February

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, JUNE 18, 2025

CALL TO ORDER

9:00 A.M.

- 1) Roll Call 2) Invocation
- 3) Pledge of Allegiance 4) Posting of Open Meeting Laws
- 5) Minutes of the last meeting 6) Approval of Agenda

ROAD & BRIDGE DEPT

9:10 A.M.

Update on the road and bridge maintenance

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on routine business within the Jail and Sheriff's Department
FY2025-2026 budget proposal and request for approval of salary changes for employees at the Law Enf Center

FALLS CITY EDGE

10:00 A.M.

Lucas Froeschl, Executive Director
Request for continued funding and renewal of agreement

BRIAN KIRKENDALL, EMA DIRECTOR

10:30 A.M.

Request approval to advertise for sale to highest bidder 2 idpads on social media sites

JAMES KIRKENDALL, ASST VETS SERVICE OFFICER

10:45 A.M.

Veterans Service Committee appointment, recommendation from service organizations

CORRESPONDENCE/OTHER

Pledge Security replacement from F&M Bank for Richardson County Clerk
Request for continued funding from Southeast Nebraska Development District
Review Policy for Recognition of County Officials and Employees from 2007 and consider changes
Designate MIPS to print the postcard notices for the Joint Public Hearing if needed in Sept.

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, JUNE 25, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD & BRIDGE DEPT

9:10 A.M.

Update on the road and bridge maintenance

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on routine business within the Jail and Sheriff's Department
FY2025-2026 budget proposal and request for approval of salary changes for
employees at the Law Enf Center
Consider quotes and ordering 2 new patrol units

DISTRICT 1 CHIEF PROBATION OFFICER, MELANIE STORMER 9:45 A.M.

Annual Review and budget proposal

SCOTT MILLER, MILLER-FARRELL INSURANCE

10:15 A.M.

General liability, auto, work comp, E&O, property, inland marine renewal
July 1, 2025 through June 30, 2026

COMMISSIONER KARAS

10:45 A.M.

Discuss wages of staff in the County Treasurer's Office

CORRESPONDENCE/OTHER

Resolution 2024-2025-45 regarding changes approved to Policy for Recognition of
County Officials and Employees from 2007
Resolution 2024-2025-46 overspent budgets and unencumbered funds
Review "Agenda Request Form" and consider to adopt policy

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, JULY 2, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

COUNTY TREASURER

9:05 A.M.

Request to close ARPA Fund and special bank account and move interest earned to the General Fund
Resolution 2025-2026-1 to close the ARPA Fund #2580 and the LATCF Local Assistance & Tribal Consistency Fund #2585

ROAD & BRIDGE DEPT

9:10 A.M.

Update on the road and bridge maintenance
Gayle Swisegood review field entrance policy
Bill Ely to review road conditions past his residence on 642 Ave and surrounding area

LAW ENFORCEMENT CENTER

9:45 A.M.

Update on routine business within the Jail and Sheriff's Department

QUARTERLY JAIL INSPECTION

10:00 A.M.

CORRESPONDENCE/OTHER

Fee Reports
Monthly Operating Statement
Emergency Protective Custody Agreement with Region V Systems, July 1, 2025, thru June 30, 2026

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, JULY 9, 2025

CALL TO ORDER **9:00 A.M.**

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD & BRIDGE DEPT **9:10 A.M.**

Update on the road and bridge maintenance

LAW ENFORCEMENT CENTER **9:30 A.M.**

Update on routine business within the Jail and Sheriff's Department

BRIAN KIRKENDALL, EMA DIRECTOR **10:00 A.M.**

Request permission to close 703 Loop on July 29 for Anhydrous Ammonia Release and Decontamination Drill to traffic from 5-8 p.m. (July 30 as back-up date)

COUNTY TREASURER, AMANDA BARTEK-RAMSEY **10:15 A.M.**

Semi-Annual Report 1/1/2025 thru 6/30/2025

MARVIN PLANNING **10:30 A.M.**

Consider update to Richardson County Comprehensive Plan and discuss proposed zoning regulations

CORRESPONDENCE/OTHER

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, JULY 16, 2025

CALL TO ORDER **9:00 A.M.**

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD & BRIDGE DEPT **9:05 A.M.**

Update on the road and bridge maintenance

COUNTY TREASURER, AMANDA BARTEK-RAMSEY **9:25 A.M.**

Distress Warrant Collections for 2023 taxes

LAW ENFORCEMENT CENTER **9:30 A.M.**

Update on routine business within the Jail and Sheriff's Department
Distress Warrant Report
Purchase equipment for 2025 patrol vehicles
Consider purchase of Dodge Charger patrol vehicle
Consider approval of the agreement with the City of Humboldt for the County
to provide Law Enforcement Services for the next 5 years

TOM BLISS, SE NE DEVELOPMENT DISTRICT **10:00 A.M.**

Review of the activity within the organization for Richardson County
and review update of the Richardson County Comprehensive Plan and plans
for implementing zoning regulations and what assistance SENDD can offer
to Richardson County

CORRESPONDENCE/OTHER

Resolution 2025-2026-2 Subdivision for David A. Keithley located in S29, T3, R16

CLAIMS

ADJOURNMENT

**RICHARDSON COUNTY BOARD OF
COMMISSIONERS
AGENDA
WEDNESDAY, JULY 23, 2025**

CALL TO ORDER **9:00 A.M.**

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD & BRIDGE DEPT **9:05 A.M.**

Update on the road and bridge maintenance

SAMANTHA SCHEITEL, COUNTY ATTORNEY **9:25 A.M.**

Agreement with BraveBe Child Advocacy Center July 1, 2025 thru June 30, 2026

LAW ENFORCEMENT CENTER **9:30 A.M.**

Update on routine business within the Jail and Sheriff's Department
Agreement with the City of Humboldt for Law Enforcement Services from
September 1, 2025 through August 31, 2030
Request approval to sell surplus cellular phones from the Sheriff's Department and to
approve the purchase of cellular phone upgrades on a promotion of .99 cents

PROJECT RESPONSE **10:00 A.M.**

2nd Quarter of 2025 report

FALLS CITY ECONOMIC DEVELOPMENT & GROWTH **10:15 A.M.**

ENTERPRISE, Lucas Froeschl, Executive Director
Quarterly report

RICHARDSON COUNTY HISTORICAL SOCIETY **10:30 A.M.**

Annual Report and request for continued funding

**FURTHER DISCUSSION ON UPDATING THE COMPREHENSIVE
PLAN AND PROPOSED ZONING REGULATIONS**

CORRESPONDENCE/OTHER

Correspondence from NE Dept of Health & Human Services
Discuss issue of water leaks from rain in areas of Courthouse

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, JULY 30, 2025

CALL TO ORDER 9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

KRAIG COONCE 9:05 A.M.

Request for real estate tax exemption on lots 3 & 4 in Block 38 of Rulo Bedard located in the Village of Rulo for purposes for the establishment of a private cemetery, parcel 740095420

ROAD & BRIDGE DEPT. 9:15 A.M.

Update on routine maintenance on county roads and bridges
Request approval for the re-hire of former employees
Discussion on future plans to complete projects involving ditch cleanouts and cleanouts of tubes located under county roads

LAW ENFORCEMENT CENTER 10:00 A.M.

Update on routine business within the Jail and Sheriff's Department
Cancel the purchase of a new 2024 Dodge Charger from ESU Pursuit and consider the purchase of a used Dodge Charger from KHP (Kansas Highway Patrol) for \$33,825

BRIAN KIRKENDALL, EMA DIRECTOR 10:20 A.M.

Emergency Management Program Grant, EMPG application approval to NE State
Discuss NRIN for Stella

**CONSIDER AGREEMENT WITH KEITH MARVIN 10:30 A.M.
CONSULTANTS to update and revise RICHARDSON COUNTY
COMPREHENSIVE PLAN AND PROPOSED ZONING REGULATIONS**

CORRESPONDENCE/OTHER

Resolution 2025-2026-3 Richardson County FSA (Flexible Savings Account) Plan
Notice of New National Opioids Settlement for the Purdue Direct Settlement, approve the participation in

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, AUGUST 6, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD & BRIDGE DEPT

9:05 A.M.

Update on the road and bridge maintenance

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on routine business within the Jail and Sheriff's Department
FY2025-2026 budget review of Sheriff, Jail, Communications Dispatch, Humboldt Law
Consider purchase of a 2025 Ford 150 Police Responder for \$47,987.00 through
State of NE Contract number 16076(OC)

QUAD COUNTY HISTORIAL SOCIETY

10:00 A.M.

Annual report and request for continued funding

FISCAL YEAR 25-26 BUDGET REVIEW

County Court, Bethany Godemann

10:15 A.M.

Veterans Service Office, Odis Fields

10:25 A.M.

Emergency Management Agency, Brian Kirkendall

10:35 A.M.

Clerk of District, Pam Scott

10:45 A.M.

County Clerk, Mary L. Eickhoff

11:00 A.M.

County Assessor, Kim Riggs

11:10 A.M.

COUNTY TREASURER, Amanda Bartek-Ramsey

11:20 A.M.

FY 2025-2026 Budget Review for Treasurer's Office & Pledge Security Receipt replacement

COUNTY ATTORNEY, SAMANTHA SCHEITEL

11:30 A.M.

FY 2025-2026 Budget Review for County Attorney's Office

EMA DIRECTOR, Brian Kirkendall &

11:50 A.M.

COUNTY ATTORNEY, Samantha Scheitel

Review of floodplain/floodway ordinance

KINGERY CONSTRUCTION

2:00 P.M.

Review the tuckpointing on upper area of Courthouse and problem with
rain water run-off in lower level tunnel area

CORRESPONDENCE/OTHER

Monthly Operating Statement

Fee Reports

Resolution 2024-2025-4 final allocation of '25 levy authority for rural fire districts and ag society

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, AUGUST 13, 2025

CALL TO ORDER 9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

COOPERATIVE EXTENSION SERVICE 9:05 A.M.

Kaytlyn Kennedy, Educator
Review FY2025-2026 budget

ROAD & BRIDGE DEPT. 9:15 A.M.

Update on the road and bridge maintenance
Review FY2025-2026 budget

LAW ENFORCEMENT CENTER 9:45 A.M.

Update on routine business within the Jail and Sheriff's Department
FY2025-2026 continue budget review of Sheriff, Jail,
Communications Dispatch, Humboldt Law

ROB TICHY, COUNTY SURVEYOR 10:00 A.M.

Review FY2025-2025 budget

REVIEW OF FLOODWAY/FLOODPLAIN AREA 10:45 A.M.

Application for Floodplain Variance

Pat Duax property owner, 66310 703 Lane, Rulo—to complete walls and
fill to install pool level with main floor of house

Review Floodway area in Richardson County effected properties

REVIEW OF FY2025-2026 BUDGET DOCUMENT

Review the budgets for support/building maintenance/improvements, etc.

CORRESPONDENCE/OTHER

Monthly Operating Statement
Amendment to Liquor License for TumbleReeds, LLC, DBA TumbleReed Mercantile
located at 65225 720 Road, Shubert

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, AUGUST 20, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD & BRIDGE DEPT.

9:05 A.M.

Update on the road and bridge maintenance
Review FY2025-2026 budget

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on routine business within the Jail and Sheriff's Department
FY2025-2026 continue budget review of Sheriff, Jail,
Communications Dispatch, Humboldt Law

COUNTY ATTORNEY, SAMANTHA SCHEITEL

10:00 A.M.

Amendment to Dept Health Human Services Grant for child support enforcement

Group of concerned citizens regarding

Richardson County roads

10:30 A.M.

Neal Kanel and Ben Steffen making the presentation
and Mike Rogge and Tim Rist listed as requestors for agenda item

REVIEW OF FY2025-2026 BUDGET DOCUMENT

Review the budgets for support/building maintenance/improvements, etc.

CORRESPONDENCE/OTHER

Resolution 2025-2026-5 Transfer of Funds from Inh Tax to General Fund

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, SEPTEMBER 3, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD & BRIDGE DEPT.

9:05 A.M.

Update on the road and bridge maintenance
Annual Certification of Program Compliance to NE Board of Public Roads
Classifications & Standards for 2025

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on routine business within the Jail and Sheriff's Department

EXECUTIVE SESSION

10:00 A.M.

to discuss pending litigation with special legal counsel, Jerry Pigsley and
for the protection of the public interest

CORRESPONDENCE/OTHER

Fee Reports
Resolution 2025-2026-7 Sub-Division for Susan Mainzer and John Von Seggern
located in S20-T-2-R15
Update on Law Enforcement Center roof

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, SEPTEMBER 10, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD & BRIDGE DEPT.

9:10 A.M.

Update on the road and bridge maintenance

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on routine business within the Jail and Sheriff's Department
Discuss possible development of a Memorandum of Understanding for services
with the Iowa Tribe of Kansas and Nebraska and the Sac & Fox Nation of Missouri
and Nebraska

CORRESPONDENCE/OTHER

Update on Law Enforcement Center roof
Authorize Chairman to sign Master Group Contract with MEDICA health insurance

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

TUESDAY, SEPTEMBER 16, 2025

CALL TO ORDER

6:00 P.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

PUBLIC BUDGET HEARING for FY2025-2026 Budget

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, SEPTEMBER 17, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

PLEDGE SECURITY RECEIPT REPLACEMENTS

9:05 A.M.

**for County Treasurer, Amanda Bartek-Ramsey and
County Clerk, Mary L. Eickhoff**

ROAD & BRIDGE DEPT.

9:10 A.M.

Update on the road and bridge maintenance

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on routine business within the Jail and Sheriff's Department
Consider repair or replacement of engine for the 2021 Ford Explorer patrol unit

ADOPT FY2025-2026 BUDGET Resolution 2025-2026-8

PUBLIC HRNG--CHANGE TAX LEVY FROM PRIOR YEAR 10:00 A.M.

Adopt Resolution 2025-2026-9

PUBLIC HEARING for Liquor License

10:30 A.M.

Crome's Smoke BBQ & Catering, LLC located at 65627 713 Rd, Suite 1, Falls City

Consider recommendation (approval/denial) of liquor license for

Crome's Smoke BBQ & Catering, LLC to NE Liquor Control Commission

BRIAN KIRKENDALL, EMA DIRECTOR

10:45 A.M.

Discussion regarding buy-out opportunities for property owners within a floodway
and for review only, a revised ordinance/resolution for floodway and flood fringe districts

EXECUTIVE SESSION with special legal counsel, Jerry Pigsley 11:15 A.M.

to review pending litigation and for the protection of the public interest

CORRESPONDENCE/OTHER

Interlocal Agreement 2025-2026 for the Four County Juvenile Diversion program
(Johnson, Nemaha, Pawnee and Richardson Counties)

Trileaf Project #770697 The Towers, LLC-Rulo/Project #US-NE-5185—707 Rd & 660 Ave, Rulo
Review quotes/estimates for the repair/replacement of Law Enforcement Center roof on
original building area

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, SEPTEMBER 24, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD & BRIDGE DEPT.

9:10 A.M.

Update on the road and bridge maintenance

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on routine business within the Jail and Sheriff's Department

CHRIS MEEKS, Govt & Community Relations Strategist – Public Affairs

10:00 A.M.

Annual update on OPPD

COUNTY ATTORNEY, SAMANTHA SCHEITEL

10:30 A.M.

Consider resolution to approve County Attorney to do divorce cases

CORRESPONDENCE/OTHER

Approval of funding for RC Historical Society, Quad-County Historical Society and
Pennsylvania Colony Historical Society of Nebraska

Law Enforcement Center roof repair/replacement update on quotes/estimates received

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, OCTOBER 1, 2025

CALL TO ORDER **9:00 A.M.**

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

ROAD & BRIDGE DEPT. **9:10 A.M.**

Update on the road and bridge maintenance

LAW ENFORCEMENT CENTER **9:30 A.M.**

Update on routine business within the Jail and Sheriff's Department

EXECUTIVE SESSION with Sheriff Hardesty to review an incident and for the prevention of needless injury to the reputation of an individual(s)

COUNTY ATTORNEY, SAMANTHA SCHEITEL **10:00 A.M.**

Consider resolution to approve County Attorney to do divorce cases

EXECUTIVE SESSION **10:20 A.M.**

to discuss pending litigation and for the protection of the public interest with Jerry Pigsley, special legal counsel

QUARTERLY JAIL INSPECTION

County Board travels to the Law Enforcement Center to physically inspect the jail as set forth in NE Rev. §47-109

CORRESPONDENCE/OTHER

Monthly Operating Statement

Law Enforcement Center roof repair/replacement update on quotes/estimates received

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, OCTOBER 8, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

DAKOTA SCHULENBERG

9:05 A.M.

Report from Cooper Nuclear Station, NPPD

ROAD & BRIDGE DEPT.

9:20 A.M.

Update on the road and bridge maintenance
Consider purchase of pick-up for Road Department

RON RAMER AND JAMES COONCE

9:45 A.M.

Talk about contract

CORRESPONDENCE/OTHER

Fee Reports

Correspondence from Abby Osborn, attorney with Shiffermiller Law Office, P.C., L.L.O. regarding the settlement offer made by Richardson County which the road department employees have rejected.

Consider a settlement offer from the NAPE/AFSCME Local 61 representing the Richardson County Road Department employees contained within the correspondence from Abby Osborn, attorney with Shiffermiller Law Office, P.C., L.L.O.

Law Enforcement Center roof repair/replacement update on quotes/estimates received and consider selection of contractor

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, OCTOBER 29, 2025

CALL TO ORDER **9:00 A.M.**

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

COUNTY TREASURER, AMANDA BARTEK-RAMSEY **9:05 A.M.**

Distress warrant report for 2024 taxes

ROAD & BRIDGE DEPT. **9:10 A.M.**

Update on the road and bridge maintenance

LAW ENFORCEMENT CENTER **9:30 A.M.**

- Update on business within the Law Enforcement Center
- Approve the appointment of Dexter Holliday as Chief Deputy Sheriff effective November 3, 2025
- Approve request to approve purchase of new data master equipment through STOP funds
- Approve the purchase of weapons and ammunition

SE NE COMMUNITY ACTION PARTNERS, INC. **10:00 A.M.**

Annual report

MISSY CAMPBELL **10:30 A.M.**

Discuss the adoption and enactment of the zoning overlay district floodplain management ordinance

CORRESPONDENCE/OTHER

- Resolution 2025-2026-14 subdivision for Janet Warrick McMullen, Trustee of the Janet Warrick McMullen Trust located in S16, T3, R15
- Resolution 2025-2026-13 Transfer of Funds from Federal Forfeiture Fund to Road & Bridge Fund
- Resolution 2025-2026-12 Transfer of Funds from Inheritance Tax Fund to General Fund as per FY25-26 budget document

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, NOVEMBER 5, 2025

CALL TO ORDER **9:00 A.M.**

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

COUNTY TREASURER, AMANDA BARTEK-RAMSEY **9:05 A.M.**

Distress warrant report for 2024 taxes

ROAD & BRIDGE DEPT. **9:10 A.M.**

Update on the road and bridge maintenance

LAW ENFORCEMENT CENTER **9:30 A.M.**

Update on business within the Law Enforcement Center
Approve request to approve purchase of new data master equipment through
STOP funds
Quote from Airstream Heating & Cooling to replace existing lav/toilet with
Acorn lav toilet, etc. in the jail facility

PROJECT RESPONSE **10:00 A.M.**

Quarterly update from the organization

VETERANS SERVICE OFFICER, ODIS FIELDS **10:15 A.M.**

Memorandum of Understanding between the NE Dept of Veterans Affairs
and Richardson County
County Veterans Aid Fund Annual Report

SE NE COMMUNITY ACTION PARTNERS, INC. **10:30 A.M.**

Kay Wissman, Richardson County Transit program
request continued and additional match funding

EMA DIRECTOR, BRIAN KIRKENDALL **10:45 A.M.**

Outdoor Warning Sirens—locations, insurance, maintenance, etc

CORRESPONDENCE/OTHER

Consider a quote from Mid-Continental Restoration Co., Inc. for mortar work on
the 4th floor north elevation on Courthouse roof area
Consider letter of support for grant funding for Sac and Fox Nation of Missouri for
renovation of community building to daycare facility and for construction of new
community building
Fee Reports
Monthly Operating Statement

CLAIMS

ADJOURNMENT

QUARTELRY SAFETY COMMITTEE MEETING

Wednesday, November 12, 2025

CALL TO ORDER

8:30 A.M.

- 1) Roll Call 2) Agenda

Reports from members

Review of incidents since last meeting in August

ADJOURN

**RICHARDSON COUNTY BOARD OF EQUALIZATION
AGENDA**

Wednesday, November 12, 2025

CALL TO ORDER

8:45 A.M.

- 1) Roll Call 2) Posting of Open Meeting Laws 3) Approval of Agenda

Hearing to review real estate tax exemption for First Presbyterian Church, Falls City

Consider Motor Vehicle Tax Exemption Application for Community Medical Center

ADJOURNMENT

**RICHARDSON COUNTY BOARD OF
COMMISSIONERS**

AGENDA

WEDNESDAY, NOVEMBER 12, 2025

CALL TO ORDER

9:00 A.M.

- 1) Roll Call 2) Invocation
3) Pledge of Allegiance 4) Posting of Open Meeting Laws
5) Minutes of the last meeting 6) Approval of Agenda

CLERK OF DIST COURT, Pam Scott

9:05 A.M.

COUNTY ATTORNEY, Samantha Scheitel

Amendment #2 to grant agreement with NE Dept of Health & Human Services for collection of child support enforcement

ROAD & BRIDGE DEPT.

9:15 A.M.

Update on the road and bridge maintenance
Resolution 2025-2026-15 Certification of Hwy Supt for 2025 for incentive payment

LAW ENFORCEMENT CENTER

9:30 A.M.

Update on business within the Law Enforcement Center
NE State Patrol upgrade to the law enforcement message switch
Nebraska State Patrol Network Access and Support Agreement

CORRESPONDENCE/OTHER

Consider quote from Schawang Masonry, LLC to install lamp post pedestals on Courthouse square

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, NOVEMBER 19, 2025

CALL TO ORDER **9:00 A.M.**

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

COUNTY ATTORNEY, SAMANTHA SCHEITEL **9:05 A.M.**

Consider approval of At-Scene, LLC for subscription of iCrime Fighter and Enterprise and iCrimeFighter.com Gold Package

LAW ENFORCEMENT CENTER **9:10 A.M.**

Update on business within the Law Enforcement Center

BETHANY GODEMANN **9:45 A.M.**

Request to hire someone to purchase and install Christmas lights outside around the top of the Courthouse

CORRESPONDENCE/OTHER

Designate the Official County Newspaper for 2026 for publication of legal notices

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, NOVEMBER 26, 2025

CALL TO ORDER **9:00 A.M.**

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

AMANDA BARTEK-RAMSEY **9:05 A.M.**

Pledge Security Receipt Replacement

HIGHWAY SUPERINTENDENT, Steve Darveau, Jr. **9:10 A.M.**

Update on road and bridge maintenance

LAW ENFORCEMENT CENTER **9:30 A.M.**

Update on business within the Law Enforcement Center
Consider repairs at the Law Enforcement Center for improvements to
shower area, quote from Froeschl Flooring

BETHANY GODEMANN **10:00 A.M.**

Christmas lighting for Courthouse

EMA DIRECTOR, Brian Kirkendall **10:15 A.M.**

Consider Interlocal Agreement with cities and villages within Richardson County
for outdoor warning siren insurance and maintenance
Consider a Memorandum of Understanding with Cornhusker Boy Scout Council
for outdoor warning siren insurance and maintenance

CORRESPONDENCE/OTHER

Review the Countywide Cost Allocation Plan for fiscal year end, June 30, 2024 and
authorize the Chairman to sign the Certification Statement

CLAIMS

ADJOURNMENT

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, DECEMBER 3, 2025

CALL TO ORDER **9:00 A.M.**

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

HIGHWAY SUPERINTENDENT, Steve Darveau, Jr. **9:05 A.M.**

Update on road and bridge maintenance

LAW ENFORCEMENT CENTER **9:30 A.M.**

Update on business within the Law Enforcement Center

Chad Buhl, Georgia Poultry Equipment Co. **10:00 A.M.**

Inform the County of the intention to construct a poultry production facility near Dawson, NE

Discussion and Review of NACO Salary Survey and Study **10:20 A.M.**

to adopt a resolution to set salaries for elected officials for new term of office January 7, 2027 through January 8, 2031

SE NE DEVELOPMENT DISTRICT, Wendy Lanning **11:00 A.M.**

Review documents presented by SENDD and answer questions and consider projects for federal funding consideration

EXECUTIVE SESSION **11:15 A.M.**

with County Attorney, Samantha Scheitel to discuss possible litigation and for the protection of the public interest

Consider action for violations of regulations of Resolution regarding zoning overlay district floodplain management ordinance 60.3(d) effective October 7, 2021

Consider the date for public hearing to be held regarding a change to the resolution regarding zoning overlay district floodplain management ordinance 60.3(d) effective October 7, 2021

Discussion to consider live streaming of County Board meetings

CORRESPONDENCE/OTHER

- Fee Reports
- Monthly Operating Statement
- Resolution 2025-2026-16 Transfer from Inheritance Tax Fund to General Fund as per FY 2025-2026 budget document
- Resolution 2025-2026-17 Cancel check issued in error

CLAIMS

ADJOURNMENT

Memorandum of Understanding

For purposes of obtaining Community-based Juvenile Services Aid Program Funds for July 1, 2026-June 30, 2027, the following counties agree to the conditions enumerated in this Memorandum of Understanding, (hereinafter referred to as "agreement"): Johnson County, Nemaha County, Pawnee County, Richardson County (hereinafter referred to as "the counties").

1. That there is a reasonable basis for the counties to enter into this agreement to apply for Community-based Juvenile Services Aid Program Funds as a group.
2. That the pooling of resources by these counties will provide for the continuation of current juvenile services for the counties involved.
3. That the counties will participate with the Four County Juvenile Justice Team to coordinate the use of these funds as outlined in that team's planning process.
4. That Nemaha County will be the lead county for purposes of applying for the Community-based Juvenile Services Aid Program Funds on behalf of the four-county group. If awarded, Nemaha County will be responsible in the distribution of grant funds, quarterly program reporting, and financial reporting.
5. That Nemaha County, in consultation with the other three counties, will ultimately employ individual(s) to implement the planned services throughout the four-county area per the Comprehensive Juvenile Services Community Plan developed by the Four County Juvenile Justice Team plan.
6. That each of the counties signing this agreement has already implemented or has agreed to implement and maintain a Drug-Free Workplace Policy.
7. That the counties agree that the match funds will be provided when required by the grant.
8. That signing of this agreement does not bind the counties to contribute any further funds absent further agreement between the counties.

Signed:

Chairperson	Date
Nemaha County Board of Commissioners	

Chairperson	Date
Richardson County Board of Commissioners	

Chairperson	Date
Pawnee County Board of Commissioners	

Chairperson	Date
Johnson County Board of Commissioners	



December 2, 2025

Dear Customer:

After careful consideration, we have adjusted material prices approximately 7% at all of our sales locations, effective January 1, 2026.

Any commercial purchases by your organization will be at the enclosed prices. These prices reflect a discount off our board prices, based on your continued volume purchases, and prompt credit payments within our Net30 day terms. This notification eliminates all carryover commitments, and we reserve the right to further amend prices in 2026 for any reason, including (but not limited to) any of the foregoing assumptions changing. Sales tax exempt projects must be identified, and accurate exemption forms must be provided prior to material shipment.

We will honor pricing on previously quoted contracts or projects for which there is a signed agreement, and the shipments do not extend beyond the quotation expiration date. This increase applies to aggregate pricing only and does not include freight increases that may apply to delivered price quotations.

We reserve the right to quote prices for any commercial or contract project separately. All project quotes must be signed and returned to assure the price and availability of material.

Please contact us if you have any comments or questions. We appreciate your business and look forward to serving your material needs in the coming year.

Sincerely,

Tyson Vogt
Area Sales Manager

Bryce Flater
Sales Representative

Cade Zeller
Sales Representative



Richardson County NE
Prices Effective 01/01/2026

Source	Product	Price/Ton
Weeping Water	Crusher Runs	\$24.05
	Clean Stones	\$33.30
Dubois Quarry	1 1/2" crusher run	\$24.05
	1" clean	\$33.30



Nebraska Public Power District

"Always there when you need us"

October 13, 2025

Brian Kirkendall
Richardson County Emergency Management Director
Richardson County Emergency Management Agency
1700 Stone St # 15
Falls City, NE 68355

Dear Mr. Kirkendall:

The Emergency Preparedness Staff at Cooper Nuclear Station is conducting its annual review of Letters of Agreement concerning emergency response. Attached is a copy of our current Letter of Agreement with the County Commission of Richardson County, NE.

Please review this letter, and if no significant changes have occurred, please sign and return the attached form as soon as possible and no later than 12/18 of this year. If significant changes are noted during your review, we request that a new Letter of Agreement be submitted. A change in original signatory(ies) to a Letter of Agreement does not in itself require revision of the Letter of Agreement.

If you have any questions, please contact Dakota Schulenberg, Emergency Preparedness Offsite Coordinator at (402) 825-5719. Form can be mailed or e-mailed; contact information located below.

Thank you for your support and cooperation.

Sincerely,

Dakota Schulenberg
Emergency Preparedness Coordinator

Attachment

ANNUAL VERIFICATION OF EMERGENCY PLAN LETTERS OF AGREEMENT

The Letter of Agreement between Nebraska Public Power District (Cooper Nuclear Station) and Richardson County, NE Commission has been reviewed and is still effective as written.

SIGNED BY: _____

TITLE: _____

AGENCY: _____

DATE: _____

REC 1300
CRF 96-L20-39

**ANNUAL AGREEMENT TO MAINTAIN A
RADIOLOGICAL EMERGENCY RESPONSE PLAN**

**NEBRASKA PUBLIC POWER DISTRICT
AGREEMENT NO. 96A-C24**

**COUNTY COMMISSION OF RICHARDSON COUNTY, NEBRASKA
RICHARDSON COUNTY COURTHOUSE
FALLS CITY, NEBRASKA 68355**

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AGREEMENT NO. 96A-C24

ANNUAL AGREEMENT TO MAINTAIN A
RADIOLOGICAL EMERGENCY RESPONSE PLAN

THIS AGREEMENT is entered into effective the 1st day of January, 1996, by and between NEBRASKA PUBLIC POWER DISTRICT, a public corporation and political subdivision of the State of Nebraska with offices at Columbus, Nebraska, hereinafter referred to as the DISTRICT, and the COUNTY COMMISSION OF RICHARDSON COUNTY, NEBRASKA, on behalf of Richardson County, Nebraska, with offices located at Falls City, Nebraska, hereinafter referred to as the COUNTY.

ARTICLE I - SCOPE OF WORK

The DISTRICT currently operates Cooper Nuclear Station (CNS) near Brownville, Nebraska, located in Nemaha County, in the State of Nebraska. Pursuant to the laws of the United States and the regulations of federal agencies, CNS is required to have in effect a plan for radiological emergency response functions covering an area called the emergency planning zone in connection with the licensing and operation of CNS.

The COUNTY, having powers and responsibilities concerning emergency planning to provide for the health and safety of the public, shall, in cooperation with the DISTRICT, develop, implement and maintain a Radiological Emergency Response Plan (hereinafter referred to as the Plan) to deal with the possibility of nuclear power plant radiological incidents affecting Richardson County, Nebraska, and the mitigation of the effects of such incidents, if any. The Plan shall provide services to the DISTRICT adequate for compliance with applicable federal and state regulations relating to emergency preparedness and shall include, but not necessarily be limited to, the responsibilities outlined below.

1. Maintain the Plan and procedures (previously developed and implemented by the COUNTY) for COUNTY agencies and officials. Said Plan and procedures shall be updated on an annual basis and coordinated with the DISTRICT'S and the State of Nebraska's Radiological Emergency Response Plans, and with other periodic updates as directed by the DISTRICT.
2. Purchase, install, and maintain specialized equipment necessary to respond to a radiological emergency at CNS and to accomplish tasks set forth in the COUNTY Plan. This specialized equipment shall become the property of the COUNTY.
3. Provide periodic training of COUNTY and local radiological emergency response personnel and public officials, as set forth in the COUNTY Plan, for the sole purpose of implementing COUNTY and local radiological emergency response plans.
4. Conduct periodic exercises (i.e., dress rehearsals, graded exercises, walk-throughs, and tabletop drills), as set forth in the Plan.

5. Establish an ongoing public education program to acquaint the permanent and transient population with emergency actions to be taken in the event of an emergency.

The COUNTY shall establish a separate fund on the books and accounts of the COUNTY for payments made by the DISTRICT hereunder. The fund shall be known as "The Nuclear Accident Emergency Preparedness Fund," and disbursement therefrom shall be administered by the COUNTY Emergency Management Agency in accordance with established accounting procedures and shall be supported by appropriate vouchers or other documentation. The COUNTY shall provide to the DISTRICT a written accounting of disbursements from this fund for each quarter during the term of this Agreement. Said accountings shall be submitted to the DISTRICT semiannually and must be in the possession of the DISTRICT no later than thirty (30) days after the end of each six (6) month period.

The COUNTY shall submit an itemized budget summary to the DISTRICT prior to the end of November of each year in order to identify the DISTRICT'S financial obligation for maintaining the services described herein on a yearly basis.

ARTICLE II - CAPABILITIES

The COUNTY shall maintain an adequate staff of qualified, competent personnel to perform the work described herein.

ARTICLE III - TERM

The term of this Agreement shall be for an initial one (1) year period beginning January 1, 1996, and shall continue in effect until the need for this program is no longer required, at which time this Agreement shall be terminated by mutual agreement between the COUNTY and the DISTRICT. The DISTRICT'S acceptance and payment of the COUNTY'S invoice (subject to any required approval of the DISTRICT'S Board of Directors) for each year's funding for maintaining a radiological emergency response plan for CNS shall be the basis for the annual extension of this Agreement.

In the event it appears the COUNTY will be unable to meet and/or support the above schedule or any portion thereof, the COUNTY shall promptly notify the DISTRICT of such in writing.

ARTICLE IV - COMPENSATION, INVOICING AND TERMS OF PAYMENT

A. Compensation

The COUNTY shall be paid a total estimated cost of \$19,000.00 for the 1996 calendar year to perform the services described herein. Funding for each year thereafter shall be determined by mutual agreement between the COUNTY and the DISTRICT.

The total invoiced amount for each year shall be based on those items which support the COUNTY'S yearly budget requests. A copy of the budget items, including cost, shall be provided to the DISTRICT when invoices are submitted to the DISTRICT.

The total invoiced amount for each year shall be based on those items which support the COUNTY'S yearly budget requests. A copy of the budget items, including cost, shall be provided to the DISTRICT when invoices are submitted to the DISTRICT.

In the event that any portion of the above payment made by the DISTRICT hereunder is not expended during a year, the unused portion shall be carried over into the succeeding year and the anticipated budget for that year shall be reduced accordingly.

It is expressly understood and agreed that payments made by the DISTRICT to the COUNTY under this Agreement shall be used solely to pay for the costs of training personnel and providing equipment to assist CNS regarding the Plan.

B. Invoicing

The COUNTY shall invoice the DISTRICT at the beginning of each year in accordance with paragraph A. above. Each invoice shall be submitted in duplicate and shall clearly reference this Agreement number and the time period covered.

All invoices shall be sent to:

Nebraska Public Power District
Purchasing Division
P.O. Box 499
1414 15th Street
Columbus, Nebraska 68602-0499

C. Terms of Payment

Invoices received by the DISTRICT in accordance with paragraph B. above shall be paid no later than thirty (30) calendar days after receipt.

In the event the DISTRICT takes exception to any invoiced items(s), the DISTRICT may withhold payment of said items(s). In such a case, the DISTRICT shall promptly notify the COUNTY explaining the item(s) questioned, the reason for the exception, and what information or documentation the DISTRICT requires before payment will be made.

ARTICLE V - AUDIT

The COUNTY shall keep accurate records and books of accounts showing all charges and expenses incurred in the performance of the work hereunder. The DISTRICT shall have the right upon reasonable notice to verify at any time, up to two (2) years after satisfactory completion of the work and/or services, all costs, expenses, and disbursements made or incurred by the COUNTY in connection with the work to be performed hereunder and may examine the COUNTY'S books and records relating thereto.

ARTICLE VI - TERMINATION

The DISTRICT and the COUNTY both shall have the right to terminate this Agreement by providing written notice to the other party 30 days prior to the annual anniversary date.

In the event that this Agreement is terminated for any reason, any remaining portion of the payments made hereunder by the DISTRICT which are not expended pursuant to the terms of this Agreement shall be refunded to the DISTRICT within sixty (60) days of such termination.

ARTICLE VII - COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

By acceptance hereof, the COUNTY warrants as follows: (a) during the performance of the work hereunder, the COUNTY represents that it shall comply with the provisions of 41 C.F.R. §60-741.4 relating to employment of the Handicapped and 41 C.F.R. §60-250.4 relating to employment of Disabled Veterans and Vietnam Era Veterans; (b) the COUNTY and its subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, disability, marital status, or national origin; (c) the COUNTY represents that it will abide by the provisions of Presidential Executive Order No. 11246, as amended, the implementing regulations of the U.S. Department of Labor, and 41 C.F.R. Chapter 60, which are hereby incorporated in this Agreement by reference; (d) the COUNTY will comply with all applicable laws, ordinances, rules, and regulations of federal, state and local governments, and agencies thereof, including EPA, OSHA, and DOT regulations and Executive Orders, which are included herein by reference; and (e) workers who are citizens of the State of Nebraska shall be employed wherever possible.

ARTICLE VIII - QUALITY ASSURANCE/SAFETY CLASSIFICATION REQUIREMENTS FOR COOPER NUCLEAR STATION (CNS)

The work herein is classified NON-ESSENTIAL (Non Nuclear Safety-Related).

ARTICLE IX - PRESERVATION OF FREE FLOW OF INFORMATION

A. Free Flow of Information

The COUNTY and its subcontractors, agents, or representatives shall comply with the provisions of 10 C.F.R. §50.7(f) and shall not make any agreement (including, but not limited to, an agreement to settle a complaint filed by an employee pursuant to Section 211 of the Energy Reorganization Act of 1974), with current, prospective, and former employees, affecting the compensation, terms, conditions, and privileges of employment, which contains any provision that will prohibit, restrict, or otherwise discourage an employee from providing information to the NRC on potential violations or other matters within the NRC's regulatory responsibilities, or from limiting or restricting in any way an employee's freedom to testify or otherwise participate in any NRC proceeding.

In order for the DISTRICT to comply with its independent responsibilities under 10-C.F.R. §50.7, the COUNTY shall supply written notice within five working days to the DISTRICT of any discrimination claim filed under Section 211 of the Energy Reorganization Act or any other employment claim, insofar as it arises out of services rendered on behalf of the DISTRICT pursuant to this Agreement and involves NRC licensed activities at or relating to CNS. The COUNTY shall submit for the DISTRICT'S prior review any proposed agreement to settle any such claim. The DISTRICT'S review shall be for the sole purpose of assuring that no unlawfully restrictive clause, contrary to 10 C.F.R. §50.7(f), has been included in the agreement, and shall not constitute any endorsement or ratification by the DISTRICT as to the merits of the underlying claim or the terms and conditions of the settlement agreement. The DISTRICT'S review shall not make the DISTRICT a party to such agreement or establish any employment relationship between the DISTRICT and the individual who is the signatory to said settlement agreement.

The COUNTY shall indemnify and hold harmless the DISTRICT for any penalties, liabilities, losses, damages, costs, and expenses, including attorney's fees, by whomsoever imposed, levied, or assessed, which may be incurred by the DISTRICT as a result of any violation by the COUNTY, or its subcontractors, agents, or representatives of 10 C.F.R. §50.7.

The COUNTY shall insert language substantially in the form of this Article in any subcontract or agreement entered into by the COUNTY with any subcontractor for the performance of any work hereunder which involves NRC licensed activities at or relating to CNS.

B. Employee Protection and Protected Activities

The COUNTY and its Subcontractors, agents, or representatives shall comply with federal and state laws that prohibit discrimination against employees who raise nuclear safety or quality concerns. The COUNTY and its Subcontractors are required by this provision and by law to comply with Section 211 of the Energy Reorganization Act (1974) and 10 C.F.R. §50.7 of the Nuclear Regulatory Commission's (NRC's) regulations. These laws prohibit any form of discrimination or discipline against current, prospective, and former employees, taken because the employee engaged in any "protected activity." Prohibited "discrimination" includes discharge or any other actions that relate to compensation, terms, conditions, or privileges of employment. "Protected activities" include: 1) an employee's expression of any concern related in any way to nuclear safety, including concerns reported to the employee's own employer, to a representative of the DISTRICT, to Congress, the NRC, or other appropriate governmental agency or official; 2) an employee's participation or testimony in a proceeding or investigation, including investigations by the NRC, the Department of Labor, or the DISTRICT; and 3) an employee's refusal to engage in any practice made unlawful in the above noted Act or Code of Federal Regulations or that the employee reasonably believes jeopardizes nuclear safety or presents a danger to the health and safety of co-workers or the public.

The DISTRICT maintains an Employee Concerns Program which is available to all personnel, including employees of the COUNTY and its Subcontractors, who perform work or provide services to CNS. The Program permits employees to report nuclear safety and Quality Assurance issues in confidence or anonymously and provides an avenue to address any such issues. The COUNTY is required to inform its employees and its Subcontractors who are providing services to CNS about the availability of the Employee Concerns Program. The COUNTY may implement its own employee concerns program, provided that the DISTRICT consents to and approves any such program.

The DISTRICT'S Employee Concerns Program is described in Nuclear Power Group Directive 3.32 and CNS Procedure 0.48. The COUNTY is required to ensure that its employees and those of its Subcontractors are informed of and are aware of this Directive and Procedure, as well as Section 211, 10 C.F.R. §50.7, and 10 C.F.R. Part 19 ("Notices, Instructions, and Reports to Workers"). The COUNTY is responsible for informing its employees and those of its Subcontractors that they are required to alert their own employer, appropriate representative of the DISTRICT, or the DISTRICT'S Employee Concerns Program Coordinator, of any nuclear safety, radiological safety, or Quality Assurance issue that arises in the course of work performed at CNS, and that they are free at any time to contact the NRC with regard to any such issue. In turn, the COUNTY and its Subcontractors are required to promptly advise the DISTRICT of any nuclear safety, radiological safety, or Quality Assurance issue, whether the issue is brought directly to the COUNTY or filed with a governmental agency or court.

The COUNTY and its Subcontractors are required to aggressively pursue and investigate any employee allegation of discrimination for engaging in any protected activity. In order for the DISTRICT to comply with its independent responsibilities under 10 C.F.R. §50.7, the COUNTY shall notify the DISTRICT'S CNS Site Manager within five (5) working days of any discrimination claim filed under Section 211 of the Energy Reorganization Act or any other employment claim, insofar as it arises out of services rendered on behalf of the DISTRICT pursuant to this Agreement and involves NRC licensed activities at or relating to CNS. The COUNTY is required to cooperate fully in any investigation into such allegations, whether conducted by the DISTRICT or a governmental agency. The COUNTY is required to cooperate fully with the DISTRICT and its legal counsel in responding to any claim asserted under Section 211 or 10 C.F.R. §50.7.

The COUNTY shall submit for the DISTRICT'S prior review, any proposed agreement to settle any such claim. The DISTRICT'S review shall be for the sole purpose of assuring that no unlawfully restrictive clause, contrary to 10 C.F.R. §50.7, has been included in the agreement, and shall not constitute any endorsement or ratification by the DISTRICT as to the merits of the underlying claim or the terms and conditions of the settlement agreement. The COUNTY shall remove any clause determined by the DISTRICT to be contrary to 10 C.F.R. §50.7 or any NRC regulations. The DISTRICT'S review shall not make the DISTRICT a party to such agreement or establish any employment relationship between the DISTRICT and the individual who is the signatory to said settlement agreement.

The COUNTY shall indemnify and hold harmless the DISTRICT for any penalties, liabilities, losses, damages, costs, and expenses, including attorney's fees, by whomsoever imposed, levied, or assessed, which may be incurred by the DISTRICT as a result of any violation by the COUNTY, or its Subcontractors, agents, or representatives of Section 211 or 10 C.F.R. §50.7.

The COUNTY shall insert language substantially in the form of this Article in any subcontract or agreement entered into by the COUNTY with any Subcontractor for the performance of any work hereunder which involves NRC licensed activities at or relating to CNS.

ARTICLE X - SITE WORK REQUIREMENTS

When performing work pursuant to this Agreement on-site at DISTRICT facilities, the COUNTY shall comply with all security, safety, health physics, fitness for duty, and administrative rules and procedures of the work site.

ARTICLE XI - DELIBERATE MISCONDUCT BY UNLICENSED PERSONS

The COUNTY and its Subcontractor, or any employee of the COUNTY or its Subcontractor, shall be subject to the provisions of 10 C.F.R. Part 50 relating to deliberate misconduct of unlicensed persons. The NRC has defined deliberate misconduct as follows:

(A)n intentional act or omission that the person knows: (1) Would cause a licensee to be in violation of any rule, regulation, or order, or any term, condition, or limitation of any license issued by the Commission, or (2) Constitutes a violation of a requirement, procedure, instruction, contract, purchase order or policy of a licensee, a Contractor, or Subcontractor.

Part 50 provides that a Contractor (including a supplier or consultant), a Subcontractor, or any employee of the Contractor or Subcontractor, may be subject to enforcement actions in accordance with 10 C.F.R. Part 2, Subpart B for deliberate misconduct that causes, or but for detection, would have caused, a licensee to be in violation of any rule, regulation, or order, or any term, condition, or limitation of any license issued by the NRC, or for deliberately submitting to the NRC, the DISTRICT or another Contractor or Subcontractor, information that is incomplete or inaccurate in some respect material to the NRC.

ARTICLE XII - SEPARATION OF PARTIES

It is understood and agreed that, with respect to and as between the DISTRICT and the COUNTY, that neither party is an employee or agent of the other, neither party shall have any authority to bind or commit the other in any manner, and neither party shall make or imply representations to the contrary.

ARTICLE XIII - NOTICES

The COUNTY and the DISTRICT shall each designate a representative authorized to act in its behalf and, when necessary, shall designate alternate or additional persons. Said representatives designated by each shall have full authority to direct all affairs with respect to the performance of work hereunder.

All notices, correspondence, and reports provided for in this Agreement shall be in writing and shall only be effective when delivered to the parties at the following addresses unless changed by written notice:

RICHARDSON COUNTY BOARD OF COMMISSIONERS
Richardson County Courthouse
Falls City, Nebraska 68355
Attn: Chairman of the Board
NPPD Agreement No. 96A-C24

and

NEBRASKA PUBLIC POWER DISTRICT
Cooper Nuclear Station
2 Miles South of Brownville
P.O. Box 98
Brownville, Nebraska 68321

NEBRASKA PUBLIC POWER DISTRICT
68601/1414 15th Street
P.O. Box 499
Columbus, Nebraska 68602-0499

All project-related notices and correspondence submitted to the DISTRICT shall be addressed to the attention of the DISTRICT'S Emergency Preparedness Supervisor at CNS. All notices and correspondence regarding any of the commercial aspects of this Agreement, including, but not limited to, the terms and conditions herein, shall be addressed to the attention of the DISTRICT'S Purchasing Manager in Columbus, Nebraska.

ARTICLE XIV - CONTROLLING LAW

This Agreement is deemed to have been effectively entered into in the State of Nebraska and it shall be interpreted and controlled by the laws of said state. The parties agree that any action arising out of or related to this Agreement brought by the COUNTY in any Court against the DISTRICT shall be brought only in the federal or state courts in and for the State of Nebraska.

ARTICLE XV - WAIVERS OF DEFAULT

Waiver by either party of any default by the other shall not be deemed a waiver of any other default.

ARTICLE XVI - ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. There have been no inducements by either party other than those herein expressed. No modification or revision to this Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized representative of the party sought to be bound thereby.

The terms and conditions contained in this Agreement shall exclusively govern all dealings between the DISTRICT and the COUNTY with regard to the work scope described herein. Any additional or different terms contained in any other document or communication shall be of no effect and not binding upon the DISTRICT or the COUNTY unless reduced to writing and incorporated herein by amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above mentioned.

COUNTY COMMISSION OF RICHARDSON
COUNTY, NEBRASKA

NEBRASKA PUBLIC POWER DISTRICT

By: *Gayle A. Conner* 4/2/96
Date

By: *Bradford L. Hunt* 4/10/96
Date

Title: *Chairman*

Title: Senior Manager of Site Support

47-6006501
Federal Tax Identification Number



Overview

Based on guidance from the Southeast Nebraska Development District's (SEND D; "District") Board of Directors, the District is proposing the following three revisions to its Bylaws and the Interlocal Cooperative Agreements (ICA):

1. Allow the District to acquire, own, or sell property, with Board approval.
2. The creation of an affiliate 501(c) organization that would have similar composition to SEND D's Board of Directors.
3. To engage in any lawful act or activity not inconsistent with the Interlocal Cooperation Act as the same is now in effect or as may be hereafter amended. (This final bullet point is included at the guidance of SEND D's legal counsel.)

For your benefit, Bylaws are organizational and establish how the District operates. ICAs are the agreements between individual counties and SEND D and are used to confirm membership. Both are important because they form the basis for SEND D's activities. All three bullet points require revisions to SEND D's Bylaws and ICAs. A handful of Nebraska development districts already have similar language in their Bylaws and ICAs, SEND D would like to follow suit.

SEND D staff are constantly searching for new programs and services to better serve the region, but as a quasi-governmental entity, we are ineligible for some prospects. Presently, SEND D cannot acquire, own, or sell property. SEND D's legal counsel determined that as a development district created under the Nebraska Interlocal Cooperation Act, the District can participate in this activity if it specifically mentions in organization's Bylaws and Interlocal Cooperation Agreements (ICA).

Rationale

SEND D is getting more involved with housing development across the region. To develop housing, the District needs to own lots to build on, sell the property, etc. This change will allow the District to be more impactful where development is needed. Simultaneously, SEND D has several revolving loan funds (RLF) loans where the District's collateral includes real property, i.e. land and buildings. With the ability to acquire property, a foreclosure could be less complicated and would make SEND D more financially secure.

SEND D's attorney has determined that SEND D can create a 501(c) organization consisting of the District's Board of Directors to expand eligibility for new financial resources. Presently, the District uses "work arounds" by partnering with our affiliate 501(c) entities, SEND, Inc. and SENAHC. And while this allows for the organizations to pursue/generate new resources, SEND D typically does not recognize financial gains, and it requires action from at least two entities.

***SEND D is an Equal Opportunity
Employer***

7407 O St | Lincoln, NE 68510



402-475-2560



www.sendd.org





As noted, the third bullet point is incorporated at the advice of SENDD's attorney. This might include more flexibility with Zoom or video meetings. SENDD's current Bylaws allow for one-half of your meetings to be via teleconference or video conference consistent with Article III. **Any proposed Bylaws revisions would follow the process outlined in SENDD's Bylaws. This action would avoid additional changes to the ICAs.**

Next Steps

Members of SENDD's Board and staff will present the proposed revisions to county boards and commissions during the month of November. County leaders will specifically review the ICAs, which require action and a signature from the presiding supervisor or commissioner.

SENDD's Board of Directors will consider the proposed revisions and ICAs at its December Board meeting. If the changes are approved, staff will work with the SENDD Executive Committee and our legal counsel to begin steps to create an affiliate 501(c) organization. The timeline for this is to be determined.

SENDD is requesting your Board or Commission review and approve the attached Interlocal Cooperation Agreement.

Please email tbliss@sendd.org or call 402-475-2560 if you have any questions.

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Employer*

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402-475-2560



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DISCUSSION/ACTION ITEM

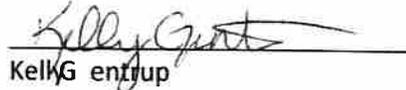
Date: September 10, 2025

Prepared by:



Tom Bliss
Executive Director

Reviewed by:



Kelly G entrup
Director of Development Services

ISSUE

Presently, the Southeast Nebraska Development District (SEND) "District" cannot acquire, own, or sell property. SEND's legal counsel determined that as a development district created under the Nebraska Interlocal Cooperation Act, the District cannot participate in these activities unless they are specifically mentioned in organization documents – bylaws and Interlocal Cooperation Agreements (ICA). Based on guidance from SEND's legal counsel, staff are proposing to revise the District's bylaws and ICA's to include the acquisition, ownership, and selling of property. Additionally, as a quasi-governmental entity, SEND is limited on funding opportunities. Staff are working with our counsel to determine if SEND can create a 501c organization consisting of the District's Board of Directors to expand eligibility for new financial resources. Both actions would require revisions to SEND's bylaws and ICAs.

BACKGROUND

The Interlocal Cooperation Act (Act) that established Nebraska's nine development districts (SEND's 16 counties include Regions 6 and 7). This enabling statute includes the purpose, duties, powers, and a process for forming a district; however, the Act did not specifically include acquiring, owning, or selling property. As such, districts/councils of governments/regional planning commissions have used a variety of avenues to address this "challenge" regarding real estate or investments.

These approaches differ by state. For example, in Missouri, councils of governments (COG) establish 501c3's to own property. The 501c's are responsible for maintaining buildings and the COGs pay rent. The organizations share a board of directors with the same membership but have different officers, bylaws, and financials. Districts can be creative in how they use this status. One instance is the North Central Regional Planning Commission in Kansas that owns and operates an Internet Service Provider (ISP). In St. Joseph, I opened a small business incubator that offered space to start-up businesses, that covered operating costs.

A handful of districts have included language in their bylaws and ICAs that allow for the acquisition, ownership and selling of real estate. This allows for site control and does not require the creation of a separate entity. Staff is proposing the SEND Board of Directors consider this approach and revising our bylaws to include appropriate language for property ownership

While this addresses the question of real estate ownership, outside of housing development, it does not generate new organization-wide funding opportunities. SEND staff are constantly searching for new programs and services to better serve the region, but due to our status as a quasi-governmental entity, we are ineligible for many of these prospects. Presently, the District uses "work arounds" by partnering with our affiliate 501c entities – SEND, Inc. and SENAHC. And while this allows for the organizations to pursue/generate new resources, SEND typically does not recognize financial gains and it requires action from at least two boards.

The Executive Committee and staff considered our partner non-profits, however, all three have different board composition requirements, terms, and SEND is the only one of the three that has to follow the Open Meetings Act. For example, as a Community Housing Development Organization (CHDO), SENAHC's Board's composition consists of low-income community reps, public institutions, religious organizations, and for-profit organizations,

plus Cass County is included in its footprint. This conflicts with SENDD's board structure – 51% elected, 35% non-government, and 14% at-large. Additionally, the Executive Committee recommended researching other types of nonprofits, such as foundations, trusts, LLCs, etc. Based on feedback from legal counsel, the 501c was encouraged.

Staff proposes the creation of a new 501c organization the mirrors either SENDD's Board of Directors or Executive Committee that would allow the District's Board to expand programs and services that align with their goals and mission. This would be contingent upon legal counsel's guidance.

This is a Discussion/Action Item. Based on the Board's decision, SENDD staff will work with legal counsel to revise ICAs and bylaws. Amended ICAs will allow for 1) property ownership, 2) the creation of a 501c, or 3) both #1 and #2. These will be presented to SENDD's county members (16) for consideration. The intent will be to present this to all counties prior to the December SENDD Board meeting. Concurrently, staff will modify the bylaws to reflect the Board's decision.

SYNOPSIS

Presently, SENDD cannot acquire, own, or sell property. Based on guidance from SENDD's legal counsel, staff are proposing to revise the District's bylaws and ICA's to include the acquisition, ownership, and selling of property. Additionally, as a quasi-governmental entity, SENDD is limited on funding opportunities. Staff suggest creating a new a 501c organization consisting of the District's Board of Directors to expand eligibility for new financial resources. Both actions would require revisions to SENDD's bylaws and ICAs and are contingent upon language provided by legal counsel.

RECOMMENDATIONS

Contingent on legal review, revise SENDD's Bylaws to allow for the acquisition, ownership, and selling of property; and pursue the creation of a 501c organization consisting of the District's Board of Directors to expand eligibility for new financial resources.

**INTERLOCAL COOPERATION AGREEMENT
TO JOIN
SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT**

WHEREAS, the many local governments, including municipalities and counties in the Southeastern Nebraska region and specifically the area included within Butler, Fillmore, Gage, Jefferson, Johnson, Lancaster, Nemaha, Otoe, Polk, Pawnee, Richardson, Saline, Saunders, Seward, Thayer and York Counties in the State of Nebraska, form one regional community with a citizenry bound together physically, socially and economically and serviced by not just one unit of local government but by the many; and,

WHEREAS, the Interlocal Cooperation Act, Sections 13-801 through 13-827, Nebraska revised Statutes (Reissue 1997 and Supp. 2002), authorize the joint exercise of powers, privileges and authority by agreement of two or more public agencies of any power common to them; and,

WHEREAS, notwithstanding any language herein, it is the intention of Richardson County to become a member of a Development District created under authority of Sections 13-1901 to 13-1907, Nebraska Revised Statutes (Reissue 1997) (hereinafter referred to as the Development District Act); and

WHEREAS, expansion of the concept of cooperation among local government while strengthening local home rule is the best solution for dealing with regional challenges beyond individual capabilities; and,

WHEREAS, the Southeast Nebraska Development District, hereinafter referred to as SENDD, provides the political subdivisions of Richardson County an opportunity to participate with other local governments in the region to resolve problems and develop policies and plans that are common and regional in nature; and,

NOW, THEREFORE BE IT RESOLVED, in consideration of the covenants contained herein, the signing party agrees:

1. That there has been formed SENDD, a Development District created to serve a 16-county area of Southeastern Nebraska and which is formed, financed, organized and shall operate and may be dissolved in accordance with the provisions of this Agreement and its Bylaws.

2. That the effective date for formation of SENDD shall be the same as the date on which Bylaws were first adopted and shall remain in effect for an initial term of one year from such date. The term shall thereafter be perpetual in the sense that there is no established termination date as it is the intent of the signatory parties that SENDD be a permanent organization. Such permanent existence is subject to the statutory requirements of the Development District Act which imposed certain minimum requirements on the membership composition of a Development District.

3. That SENDD was created as an organization of units of general purpose local governments; that memberships shall be open to all counties and municipalities in the 16-county region which meet the terms and conditions of this Agreement and the organization's bylaws; and, that each member unit of government shall be represented by its chief elected official in the determination of general policy of SENDD while specific policy and staff matters shall be determined by a Board of Directors whose membership shall be constituted as specified in the Bylaws of the organization.

4. That Bylaws have been adopted which effectively establish the operational terms of this Agreement.

5. **That SENDD shall have the following purposes and powers:**

- A. To serve as a mutual forum to identify, discuss, study, and bring into focus regional challenges and opportunities.
- B. To serve as a vehicle for the collection and exchange of information of regional interest
- C. To provide a continuing organizational machinery to ensure effective communication and coordination among governments and agencies.
- D. To foster, develop and review policies, plans and priorities for regional growth, development and conservation.
- E. To facilitate agreements and cooperative action proposals among member governments for specific projects or other inter-related development needs and for the adoption of common policies and plans with respect to common regional challenges.
- F. To maintain liaison with members, governmental units and groups or organizations and to serve as regional spokesman for local government.
- G. To furnish general and technical aid to member governments to promote and accomplish agency approved agreements, policies and plans.
- H. To review and coordinate federal, state and local programs of regional importance.
- I. To sponsor programs and projects in the interest of promoting the above purposes.
- J. *To rent, lease, purchase, own, sell or otherwise acquire or dispose of both real and personal property in the manner of acquiring, holding and disposing of said real and personal property as determined by SENDD.*
- K. *To create a nonprofit organization that reflects a regional focus and allows for the pursuit of additional financial resources.*
- L. *To enter into any contracts, agreements, documents, instruments, notes, deeds, mortgages, deeds of trust, or other documents of conveyance or indebtedness, with the approval of the majority of the Board of Directors.*
- M. *To engage in any lawful act or activity not inconsistent with the Interlocal Cooperation Act as the same is now in effect or as may be hereafter amended.*

6. That the members of SENDD shall pay an annual fee for the maintenance of an annual budget. Said fee shall be determined by the Board of Directors following approval of the proposed budget and work program for the succeeding year; and, SENDD shall be entitled to receive gifts, grants and bequests to assist in its maintenance.

7. That SENDD, to effectively pursue its purposes, shall maintain a staff, one of which shall be an Executive Director who may, on behalf of the organization, enter into agreements for grants and gifts from public and private sources for implementation of the organization's adopted work program.

8. This Agreement shall be terminated by failure to pay the annual contribution as asked by SENDD or by resolution submitted to the Board of Directors by the signing political subdivision.

9. That assets accumulated by SENDD shall be distributed evenly between the members in good standing at the time and in the event SENDD is dissolved.

10. Any signatory party, not having withdrawn from this agreement, may request an amendment to this agreement. Any such amendment, or amendments, will not be effective unless, and until, all signatory parties who are members at the time the amendment or amendments are proffered, agree, in writing, to such amendment or amendments.

11. Seated members of the SENDD Board of Directors may, by a simple majority vote of those members, adopt a resolution recognizing a county as a non-member. Such status shall only be granted when the requesting county declines to become a member in good standing and when such decision represents an obstacle to attaining or maintaining continuity of county boundaries as may be required by certain Federal and State regulations. Any county seeking such status shall do so by resolution submitted to the Board of Directors. Any county granted status shall enjoy no rights or privileges of membership.

12. This agreement, or any amendment to this agreement, may be signed in any number of counterparts, each of which will be an original, but all of which when taken together will constitute one agreement, or amendment to the agreement as the case might be.

13. That the effective date of this agreement shall be the same as the date when first executed by the Presiding Supervisor of the Richardson County Board of Supervisors.

AND BE IT FURTHER RESOLVED, by the Board of Supervisors of Richardson County, Nebraska on this _____ day of _____, 20____.

Presiding Supervisor, County Board of Supervisors
Richardson County.

ATTEST:

County Clerk

PETITION FOR APPROVAL OF SUBDIVISION

TO: Board of County Commissioners
Richardson County, Nebraska

Richardson County Commissioners:

Robert L. Beckett and Sandra K. Beckett, Trustees of the Robert L. Beckett and Sandra K. Beckett Trust, through their attorney at law, respectfully requests and petitions the County Commissioners of Richardson County, Nebraska, to approve and authorize the subdivision of the following described land:

East 60 acres of the SE1/4 of Section 11, less part of highway, Township 3 North, Range 14 East of the 6th P.M., Richardson County, Nebraska, as recorded in Book 145 Page 437 and EXCEPT a 2.23 acre tract located in the Southeast Corner of the SE1/4 as recorded in Book 202 Page 341 in the Office of the Register of Deeds in Richardson County, Nebraska.

So as to create two tracts of land one being made up of the tract of land described below "Tract A" and the other consisting of the balance of the above-described tract described as "Tract B".

"Tract A"

A parcel of land being part of the SE ¼ SE ¼ of Section 11, Township 3 North, Range 14 East of the 6th P.M., Richardson County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of said Section 11, Thence N02°49'19"W (assumed bearing) on the East Line of the SE ¼ of said Section 11, 128.93 feet; Thence S87°10'41"W, 67.34 feet to the Point of Beginning, said Point also being the NE corner of a parcel of land as described in Deed Book 202, Page 341 and said Point being on the Westerly State R.O.W. line; Thence N75°49'13"W on the North line of said parcel, 578.04 feet to the NW Corner of said parcel; Thence N02°30'00"E, 19.98 feet, Thence S81°51'10"E, 570.51 feet to said R.O.W. line; Thence S03°40'00"W on said R.O.W. line, 80.88 feet to the Point of Beginning and containing 0.66 acres.

“Tract B”

East 60 acres of the SE1/4 of Section 11, less part of highway, Township 3 North, Range 14 East of the 6th P.M., Richardson County, Nebraska, as recorded in Book 145 Page 437 and EXCEPT a 2.23 acre tract located in the Southeast Corner of the SE1/4 as recorded in Book 202 Page 341 in the Office of the Register of Deeds in Richardson County, Nebraska.

EXCEPT

A parcel of land being part of the SE ¼ SE ¼ of Section 11, Township 3 North, Range 14 East of the 6th P.M., Richardson County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of said Section 11, Thence N02°49’19”W (assumed bearing) on the East Line of the SE ¼ of said Section 11, 128.93 feet; Thence S87°10’41”W, 67.34 feet to the Point of Beginning, said Point also being the NE corner of a parcel of land as described in Deed Book 202, Page 341 and said Point being on the Westerly State R.O.W. line; Thence N75°49’13”W on the North line of said parcel, 578.04 feet to the NW Corner of said parcel; Thence N02°30’00”E, 19.98 feet, Thence S81°51’10”E, 570.51 feet to said R.O.W. line; Thence S03°40’00”W on said R.O.W. line, 80.88 feet to the Point of Beginning and containing 0.66 acres.

Robert L. Beckett and Sandra K. Beckett, Trustees
of the Robert L. Beckett and Sandra K. Beckett
Trust, Petitioners

Dated: November 30, 2025

By: _____

Dylan L. Handley (24152)
Handley Law Office
217 E 18th Street
Falls City, NE 68355
Telephone: (402) 245-3088
Phone: (402) 245-2664
Email: dylanlhandley@hotmail.com
Attorney for Petitioners

RESOLUTION NO: _____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF RICHARDSON COUNTY, NEBRASKA, TO APPROVE CONVEYANCES OF TRACT OF LAND AND CONSTITUTING SUBDIVISIONS AND RE-SUBDIVISIONS

WHEREAS, Robert L. Beckett and Sandra K. Beckett, Trustees of the Robert L. Beckett and Sandra K. Beckett Trust are the owners of the following described real estate, to-wit:

East 60 acres of the SE1/4 of Section 11, less part of highway, Township 3 North, Range 14 East of the 6th P.M., Richardson County, Nebraska, as recorded in Book 145 Page 437 and EXCEPT a 2.23 acre tract located in the Southeast Corner of the SE1/4 as recorded in Book 202 Page 341 in the Office of the Register of Deeds in Richardson County, Nebraska.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF RICHARDSON COUNTY, NEBRASKA, that the described subdivision or re-subdivision of lots or tract of land, dividing the following described tract of land:

East 60 acres of the SE1/4 of Section 11, less part of highway, Township 3 North, Range 14 East of the 6th P.M., Richardson County, Nebraska, as recorded in Book 145 Page 437 and EXCEPT a 2.23 acre tract located in the Southeast Corner of the SE1/4 as recorded in Book 202 Page 341 in the Office of the Register of Deeds in Richardson County, Nebraska.

Creating the following subdivision:

A parcel of land being part of the SE ¼ SE ¼ of Section 11, Township 3 North, Range 14 East of the 6th P.M., Richardson County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of said Section 11, Thence N02°49'19"W (assumed bearing) on the East Line of the SE ¼ of said Section 11, 128.93 feet; Thence S87°10'41"W, 67.34 feet to the Point of Beginning, said Point also being the NE corner of a parcel of land as described in Deed Book 202, Page 341 and said Point being on the Westerly State R.O.W. line; Thence N75°49'13"W on the North line of said parcel, 578.04 feet to the NW Corner of said parcel; Thence N02°30'00"E, 19.98 feet, Thence S81°51'10"E, 570.51 feet to said R.O.W. line; Thence S03°40'00"W on said R.O.W. line, 80.88 feet to the Point of Beginning and containing 0.66 acres.

So that the following tracts of land are created:

"Tract A"

A parcel of land being part of the SE ¼ SE ¼ of Section 11, Township 3 North, Range 14 East of the 6th P.M., Richardson County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of said Section 11, Thence N02°49'19"W (assumed bearing) on the East Line of the SE ¼ of said Section 11, 128.93 feet; Thence S87°10'41"W, 67.34 feet to the Point of Beginning, said Point also being the NE corner of a parcel of land as described in Deed Book 202, Page 341 and said Point being on the Westerly State R.O.W. line; Thence N75°49'13"W on the North line of said parcel, 578.04 feet to the NW Corner of said parcel; Thence N02°30'00"E, 19.98 feet, Thence S81°51'10"E, 570.51 feet to said R.O.W. line; Thence S03°40'00"W on said R.O.W. line, 80.88 feet to the Point of Beginning and containing 0.66 acres.

"Tract B"

East 60 acres of the SE1/4 of Section 11, less part of highway, Township 3 North, Range 14 East of the 6th P.M., Richardson County, Nebraska, as recorded in Book 145 Page 437 and EXCEPT a 2.23 acre tract located in the Southeast Corner of the SE1/4 as recorded in Book 202 Page 341 in the Office of the Register of Deeds in Richardson County, Nebraska.

EXCEPT

A parcel of land being part of the SE ¼ SE ¼ of Section 11, Township 3 North, Range 14 East of the 6th P.M., Richardson County, Nebraska, more particularly described as follows:

Commencing at the Southeast Corner of said Section 11, Thence N02°49'19"W (assumed bearing) on the East Line of the SE ¼ of said Section 11, 128.93 feet; Thence S87°10'41"W, 67.34 feet to the Point of Beginning, said Point also being the NE corner of a parcel of land as described in Deed Book 202, Page 341 and said Point being on the Westerly State R.O.W. line; Thence N75°49'13"W on the North line of said parcel, 578.04 feet to the NW Corner of said parcel; Thence N02°30'00"E, 19.98 feet, Thence S81°51'10"E, 570.51 feet to said R.O.W. line; Thence S03°40'00"W on said R.O.W. line, 80.88 feet to the Point of Beginning and containing 0.66 acres.

Completed within the jurisdiction of Richardson County, Nebraska, should be made and is hereby approved by the Board of Commissioners; and that a copy of this Resolution shall be filed with the Register of Deeds, Richardson County, Nebraska.

Dated this _____ day of _____ 2025

John J. Caverzagie, Chairman

Mary Eickhoff, County Clerk

SURVEY RECORD

LEGAL DESCRIPTION

A PARCEL OF LAND BEING PART OF THE SE 1/4 SE 1/4 OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 14 EAST OF THE 6TH P.M., RICHARDSON COUNTY, NEBRASKA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 11, THENCE N02°49'19"W (ASSUMED BEARING) ON THE EAST LINE OF THE SE 1/4 OF SAID SECTION 11, 128.93 FEET; THENCE S87°10'41"W, 87.34 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE NE CORNER OF A PARCEL OF LAND AS DESCRIBED IN DEED BOOK 202, PAGE 341 AND SAID POINT BEING ON THE WESTERLY STATE R.O.W. LINE; THENCE N75°49'13"W ON THE NORTH LINE OF SAID PARCEL, 578.04 FEET TO THE NW CORNER OF SAID PARCEL; THENCE N02°30'00"E, 19.98 FEET; THENCE S81°51'10"E, 570.51 FEET TO SAID R.O.W. LINE; THENCE S03°40'00"W ON SAID R.O.W. LINE, 80.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.66 ACRES.

CERTIFICATION

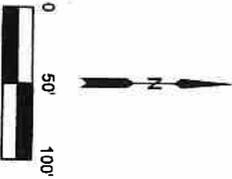
I HEREBY CERTIFY THAT THIS SURVEY WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA.

CORNERS SET ON JANUARY 3, 2025

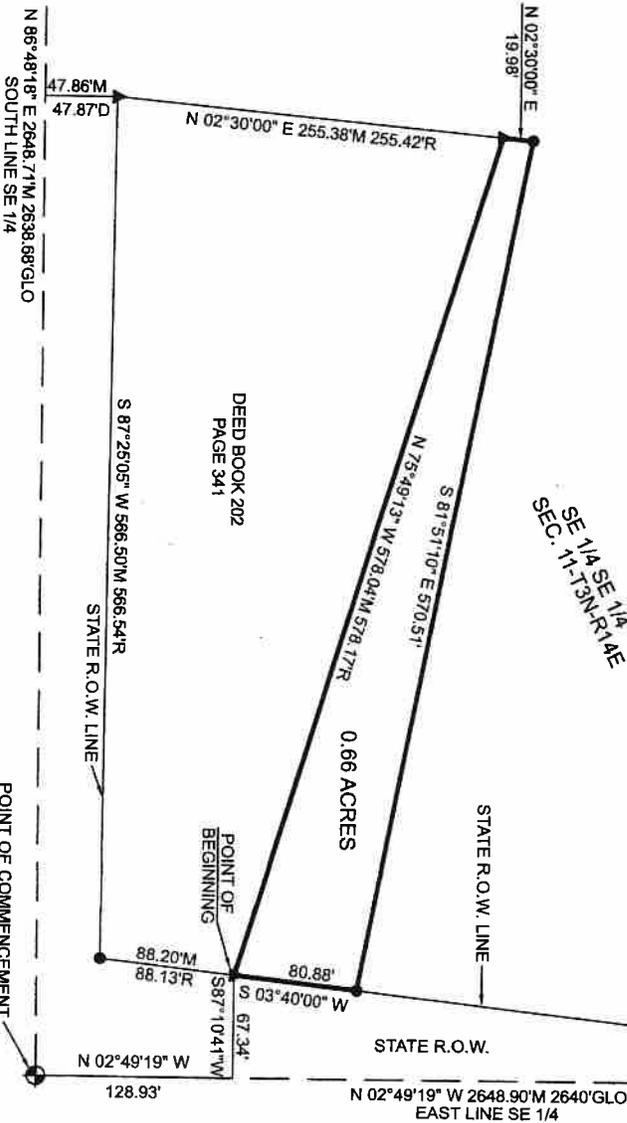


LEGEND

- SECTION CORNER
- ▲ FOUND CAP #247
- SET 1/2" REBAR WITH CAP #542
- M MEASURED DISTANCE
- R RECORDED DISTANCE
- C CALCULATED DISTANCE
- R.O.W. RIGHT OF WAY
- GLO GOVERNMENT LAND OFFICE



SOUTH 1/4 CORNER
SECTION 11-T3N-R14E
FOUND GIN SPIKE IN ASPHALT
N 39.05' TO PK NAIL IN POST
NNE 48.64' STEEL POST AT GROUND
NE 72.09' TO PK NAIL IN POWER POLE



EAST 1/4 CORNER
SECTION 11-T3N-R14E
FOUND 5/8" REBAR
W 32.18' TO 1 1/2" PIPE
ENE 35.88' TO NAIL IN POST
NNE 128.77' TO NAIL & BOTTLE
CAP IN TOP OF PEDESTAL POST

POINT OF COMMENCEMENT
SOUTHEAST CORNER
SECTION 11-T3N-R14E
FOUND GIN SPIKE IN ASPHALT
NNW 145.46' TO CAPPED REBAR
SSE 124.28' TO STEEL POST AT GROUND
WNW 87.63' TO CAPPED REBAR
S 29' TO CL OF HWY. 82

BOUNDARY SURVEY
PART OF THE SE 1/4 SE 1/4
SECTION 11-T3N-R14E
RICHARDSON COUNTY, NE
JANUARY 8, 2025

TICHY LAND SURVEY CO.
63264 709 RD.
HUMBOLDT, NE 68376
402-657-6832
tichylandsurveyco@gmail.com

MCR



MID-CONTINENTAL RESTORATION Co., INC.

South Dakota Branch Office: 1008 Ben St., Parkston SD 57366
Ph: (605) 928-3533 Fax: (605) 908-3553
Cell: (605) 505-0455

BID Proposal

TO: Kingery Construction Co
Attn: Rick Wintermute
201 N. 46th
Lincoln, NE 68503
PH: 402-465-4400

PHONE: 605-928-3533
FAX NO: 605-928-3553
EMAIL:
travis_leischner@midcontinental.com

BID VALID 30 DAYS (Number of days from date of this offer).

**JOB NAME: Richardson County Courthouse Masonry Repairs
Falls City, Nebraska**

ADDENDUMS ACKNOWLEDGED: #1 #2 #3 #4 #5 #6 #7

BID PROPOSAL: 4TH FLOOR NORTH ELEVATION AND 3' AROUND CORNER ON EAST AND WEST ELEVATIONS

1. All brick mortar joints shall be cut back to a depth of two and one-half times the width of the mortar joints, but in no case shall the mortar joint be cut less than 3/4-inch in depth. Once the cutting is completed, all surfaces shall be cleaned of all loose and foreign debris utilizing compressed air and/or pressurized water in preparation for repointing of the mortar joints.
2. All mortar joints within the brick surfaces shall be pointed with Type "N" mortar. Prior to installing the new mortar, the masonry surfaces shall be thoroughly wet, with no standing water (saturated surface dry). New mortar shall be packed into the back of the joint, tooled to a neat, uniform appearance and shall match the original mortar in color as closely as possible.
3. The vertical head joints and horizontal wash joints between all coping stones shall be cut back a minimum of 1/2-inch in depth, cleaned of all loose and foreign debris and then resealed utilizing a polyurethane rubber sealant, Tremco Dymonic FC or equal. Bond breaker tape shall be installed into the bottom of the cut joint to prevent three-sided adhesion. New sealant shall be tooled to a neat, uniform appearance and shall match the existing material in color as closely as possible.
4. We shall remove the 6 sets of bars that are over the windows. We shall flush cut the metal brackets that are embedded into the brickwork. Once removed we shall prime and paint the metal that is exposed in the brick.

Fort Scott, KS ■ Fort Worth, TX ■ North Kansas City, MO ■ Tuttle, OK ■ Parkston, SD ■ Tulsa, OK

Corporate Headquarters: 401 E. Hudson St., Fort Scott, KS 66701 (620) 223-3700 Fax (620) 223-5052

www.midcontinental.com

EXCLUDES: Permits & Bonds

Project will be completed in 2026 work season.

BID PRICE: \$42,455.00

**ESTIMATOR: Travis Leischner
South Dakota Project Manager
travis_leischner@midcontinental.com
Cell: (605) 505-0455**

**The
RICHARDSON
COUNTY BOARD OF
COMMISSIONERS**

**WILL NOT
MEET ON**

WEDNESDAY,

DECEMBER 17, 2025

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, DECEMBER 24, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
| 1) Roll Call | 2) Invocation |
| 3) Pledge of Allegiance | 4) Posting of Open Meeting Laws |
| 5) Minutes of the last meeting | 6) Approval of Agenda |

HIGHWAY SUPERINTENDENT, Steve Darveau, Jr.

9:05 A.M.

Update on road and bridge maintenance

CORRESPONDENCE/OTHER

Resolution 2025-2026-19 cancel check
Sheriff Fee Report for November, 2025
Quote from Travis Jorn to bore power line at Courthouse

CLAIMS

ADJOURNMENT

RESOLUTION 2025-2026-19

WHEREAS, the following checks were issued in error, and

WHEREAS, the County Board of Commissioners must cancel the checks with formal action,

BE IT RESOLVED THAT:

VENDOR	CHECK#	CLAIM#	DATE	FUND	AMOUNT
Midwest Process Services	25100122	25100122	10/15/2025	GENERAL	\$ 42.82

be cancelled and the proper accounting procedures be used to account for these cancellations.

PASSED AND ADOPTED THIS 24th DAY OF DECEMBER, 2025.

John Caverzagie, Chairman

Bob Campbell

Rick Karas

Mary L. Eickhoff, County Clerk



Richardson County, Nebraska
SHERIFF'S OFFICE

With courage, honor and integrity, we protect the rights of all citizens

RICK HARDESTY, SHERIFF

Monthly Report of Income Generated in the Month of November 2025

Sheriff Fees:	Acct # 100-395-01	
	Mileage Acct # 100-395-02	\$478.14
	Paper Service Fees:	\$574.00
Firearm Permits:	Acct # 100-395-13	\$75.00
Boarding of Prisoners:	Acct # 100-395-05	\$4,701.64
Fingerprints:	Acct # 100-395-15	\$100.00
Copies:	Acct # 100-395-15	\$0.00
Vin Inspections:	Acct # 100-395-10	\$
Grant:	Acct # 100-330-38	\$ -
Misc:	Acct # 100-395-15	\$ -
Commissary	Acct #2965-397-21	\$773.57
Commissary (phone)	Acct #2965-397-23	\$1,440.00
	Subtotal:	\$8,142.35
Work Release	Acct# 100-395-20	\$
	Total:	\$8,142.35

Check #2897 is attached and made payable to Richardson County Treasurer in the amount of \$5,928.78. Check #2561 is attached and made payable to Richardson County Treasurer in the amount of \$1,440.00. Check #2562 is attached and made payable to Richardson County Treasurer in the amount of \$773.57.

RR

Mary Eickhoff

From: Travis Jorn <travisjorn@icloud.com>
Sent: Monday, December 22, 2025 7:42 PM
To: Mary Eickhoff
Subject: Courthouse Bid

I talked to Ben Howard and went to look at the courthouse for the power issues they're having.

Our bid is \$3500 for materials and labor to get the power under the sidewalks.

Attached is my insurance information for Barada Hills Underground.

INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999
AGENCY SOUTHEAST NEBRASKA INS AGENCY INC
20-0183-00 MKT TERR 084 402-245-5090
INSURED TRAVIS JORN
ADDRESS 65257 715 RD
FALLS CITY NE 68355-1461

TAILORED PROTECTION POLICY DECLARATIONS

Renewal Effective 04-08-2025
POLICY NUMBER 242320-39209401-25
Company Use 39-23-NE-2404

Company Bill	Policy Term
12:01 a.m.	12:01 a.m.
04-08-2025	to 04-08-2026

In consideration of payment of the premium shown below, this policy is renewed. Please attach this Declarations and attachments to your policy. If you have any questions, please consult with your agent.

55039 (11-87)

COMMON POLICY INFORMATION

Business Description: Septic Install/Maint

Entity: Individual

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PART(S):	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE	\$329.00
MINIMUM PREMIUM ADJUSTMENT (GL)	\$270.00
TOTAL	\$599.00

THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Paid in Full Discount applies.

The Paid In Full Discount does not apply to fixed fees, statutory charges or minimum premiums.

Premium shown above for commercial general liability coverage is an advanced premium deposit and may be subject to audit.

Forms that apply to all coverage part(s) shown above (except garage liability, dealer's blanket, commercial automobile, if applicable):

55000 (07-12) 59392 (11-20) 59349 (10-03)

Countersigned By: COMPANY ISSUED

Issued 03-04-2025

Auto-Owners Ins. Co.

AGENCY SOUTHEAST NEBRASKA INS AGENCY INC
20-0183-00 MKT TERR 084

Company POLICY NUMBER 242320-39209401-25
Bill 39-23-NE-2404

INSURED TRAVIS JORN

Term 04-08-2025 to 04-08-2026

55040 (11-87)

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	LIMITS OF INSURANCE
General Aggregate (Other Than Products-Completed Operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal And Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
COMMERCIAL GENERAL LIABILITY PLUS ENDORSEMENT	
Damage to Premises Rented to You (Fire, Lightning, Explosion, Smoke or Water Damage)	\$300,000 Any One Premises
Medical Payments	\$10,000 Any One Person
Hired Auto & Non-Owned Auto	\$1,000,000 Each Occurrence
Expanded Coverage Details See Form:	
Extended Watercraft	
Personal Injury Extension	
Broadened Supplementary Payments	
Broadened Knowledge Of Occurrence	
Additional Products-Completed Operations Aggregate	
Blanket Additional Insured - Lessor of Leased Equipment	
Blanket Additional Insured - Managers or Lessors of Premises	
Newly Formed or Acquired Organizations Extension	
Blanket Waiver of Subrogation	

Twice the "General Aggregate Limit", shown above, is provided at no additional charge for each 12 month period in accordance with form 55885.

AUDIT TYPE: Annual Audit

Forms that apply to this coverage:

59351 (01-15)	55405 (07-08)	55146 (06-04)	CG2106 (05-14)	CG2109 (06-15)
55091 (05-17)	CG2294 (10-01)	55371 (01-07)	IL0021 (07-02)	59325 (12-19)
CG0001 (04-13)	IL0259 (03-00)	IL0017 (11-85)	55513 (05-17)	55029 (05-17)
CG2196 (03-05)	CG2132 (05-09)	CG2147 (12-07)	55885 (05-17)	59392 (11-20)

Auto-Owners Ins. Co.

Issued 03-04-2025

AGENCY SOUTHEAST NEBRASKA INS AGENCY INC
20-0183-00 MKT TERR 084

Company POLICY NUMBER 242320-39209401-25
Bill 39-23-NE-2404

INSURED TRAVIS JORN

Term 04-08-2025 to 04-08-2026

LOCATION 0001 - BUILDING 0001

Location: 65257 715 Rd, Falls City, NE 68355-1461

Territory: 002

County: Richardson

CLASSIFICATION	CODE	SUBLINE	PREMIUM BASIS	RATE	PREMIUM
Commercial General Liability Plus Endorsement Included At 6.5% Of The Premises Operation Premium	00501	Prem/Op	Prem/Op Prem Included	Each 1 Included	Included
Septic Tank Systems - Cleaning	98805	Prem/Op Prod/Comp Op	Payroll \$34,000	Each 1000 8.603	\$293.00
			\$34,000	1.070	\$36.00
Septic Tank Systems - Installation, Servicing Or Repair	98806	Prem/Op Prod/Comp Op	Payroll If Any	Each 1000 3.544	Included
			If Any	3.109	Included

COMMERCIAL GENERAL LIABILITY COVERAGE - LOCATION 0001 SUMMARY

TERRORISM - CERTIFIED ACTS SEE FORM: 59351

TERRORISM COVERAGE

A PREMIUM CHARGE MAY BE MADE EFFECTIVE 01-01-28 SEE FORMS 55405, 59392

PREMIUM

EXCLUDED

LOCATION 0001

\$329.00

RICHARDSON COUNTY BOARD OF COMMISSIONERS

AGENDA

WEDNESDAY, DECEMBER 24, 2025

CALL TO ORDER

9:00 A.M.

- | | |
|--------------------------------|---------------------------------|
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Sheriff Fee Report for November, 2025
Quote from Travis Jorn to bore power line at Courthouse

CLAIMS

ADJOURNMENT

2025-2026-21
RESOLUTION FOR THE
APPOINTMENT AS
COUNTY DEPOSITORY

WHEREAS, pursuant to Sections 77-2312 to 77-2324 of the Nebraska Revised State Statutes, applications have been received from the following financial institutions to be designated a depository for funds of the County of Richardson County, Nebraska for the year **2026**,

AND WHEREAS, the County Treasurer has affirmed the receipt of those securities listed for each designated financial institution.

THEREFORE, IT IS HEREBY RESOLVED that the following financial institutions be designated as a depository for funds of the County of Richardson County, Nebraska for the year **2026**:

State Bank of Table Rock at Humboldt PO Box 335, Humboldt, NE 68376
\$300,000 Certificate of Deposit #301631
Irrevocable Letter of Credit for \$60,000 with the Federal Home Loan Bank #97366

F&M Bank, PO Box 98, Falls City, NE 68355

\$ 20,000	Sarpy Cnty NEB San & Imp	*MIB	JC93052A
\$ 75,000	Sarpy Cnty NEB San & Imp	MIB	JC93054C
\$ 250,000	US Treas 1 ¼ Note AH 26	MIB	JC93002D
\$ 700,000	US Treas 3 1/8 Note AC 27	MIB	JC94842B
\$ 15,000	US Treas Note AM 26	MIB	JC93406A
\$ 160,000	US Treas 4 ½ Note AN 27	MIB	JC94843B
\$ 280,000	US Treas 4 ½ Note AN 27	MIB	JC94843H
\$ 540,000	Burt Cnty NEB PUB PWR	MIB	JC93070
\$ 490,000	Cuming Cnty NEB PUR PWR	MIB	JC93016
\$ 80,000	Falls City NEB Combined	MIB	JC93034A
\$ 100,000	Sarpy Cnty NEB San	MIB	JC93048B
\$ 5,000	US Treas 3 1/8 Note AC 27	MIB	JC94842D
\$ 710,000	US Treas 3 1/8 Note AC 27	MIB	JC94842C
\$ 1,515,000	US Treas Note AM 26	MIB	JC93406B
\$ 900,000	US Treas 4 ½ Note AN 27	MIB	JC94843J
\$ 155,000	US Treas 4 ½ Note AN 27	MIB	JC94843C
\$ 280,000	US Treas 4 ½ Note AN 27	MIB	JC94843E
\$ 85,000	US Treas 4 ½ Note AN 27	MIB	JC94843F

*Midwest Independent BankersBank

American National Bank, 707 4th Street, Humboldt, NE 68376

Any/all pledged bonds for Richardson County, Nebraska are now held in a pooled program with the State of Nebraska Banker's Association and governed by the laws, as such. All of the bonds are held in Safekeeping with First National Bank of Omaha

Frontier Bank, 1616 Harlan Street, Falls City, NE 68355

All Richardson County accounts exceeding the statutory amounts have been or will be placed into ICS accounts so as not to exceed the FDIC insurance threshold.

Nebraska Federal Investment Trust – Union Bank & Trust, 6811 S 27th St., Lincoln, NE 68501

Nebraska Public Agency Investment Trust - NPAIT

APPROVED AND ADOPTED THIS 31st DAY OF DECEMBER, 2025.

John Caverzagie, Chairman

Bob Campbell

Rick Karas

Mary L. Eickhoff, Richardson County Clerk



Sourcewell Cooperative Purchasing
SOURCEWELL MASTER AGREEMENT #030425-CDX | Public Safety Software
Sourcewell Member: Richardson County, NE - Account #129990

COMMAND CLOUD SUBSCRIPTION AGREEMENT

THIS COMMAND CLOUD SUBSCRIPTION AGREEMENT (the "Agreement") is entered into as of December 26, 2025 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Ricardson County Sheriff's Office, a body corporate and politic under the laws of the state of Nebraska ("Customer"), having its principal place of business at 65086 706 Trail, Falls City, Nebraska, 68355.

WHEREAS, GUARDIAN RFID provides a system comprised of hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "Command Cloud System"), and the Customer desires to implement the Command Cloud System by subscribing for the right to use the Command Cloud Subscription Services and Command Cloud Mobile Devices and purchasing certain Command Cloud Mobile Device Accessories.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following terms have these definitions:

- (a) "Authorized Customer Personnel" means any Customer Personnel who need to use the Command Cloud System in the performance of their duties or collaboration with the Customer, who have agreed to abide by the terms of this Agreement and who have agreed in writing to be bound by the terms of the Confidentiality provisions of this Agreement in Section 14, either by means of an agreement directly with GUARDIAN RFID or pursuant to an agreement with the Customer which restricts the use of the Confidential or Proprietary Information received as an employee, partner, member, owner, or affiliate of the Customer. In no case will the term "Authorized Customer Personnel" include any competitor of GUARDIAN RFID.
- (b) "Authorized GUARDIAN RFID Personnel" means GUARDIAN RFID Personnel who provide services to the Customer under the terms of this Agreement.
- (c) "Command Cloud Subscription Services" means the web-based software as a service product described on Addendum A.
- (d) "Command Cloud Mobile Device" has the meaning in the quote provided in Addendum A.
- (e) "Command Cloud Mobile Device Accessories" means the batteries, hand straps and pins, protective bumpers, battery covers, and other similar peripherals for the Command Cloud Mobile Device, except that the term expressly excludes the Command Cloud Mobile Device Charging Station.
- (f) "Command Cloud Mobile Device Charging Station" means the charging cradle and cradle power adapter for the Command Cloud Mobile Device.
- (g) "Confidential or Proprietary Information" means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Agreement, negotiations and discussions relating to this Agreement, and any of the following which relate directly or indirectly to the Disclosing Party's products, services, or business:



- (i) technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda, and reports; or
- (ii) visual representations concerning the Disclosing Party's past, present or future research, technology, know-how, and concepts; or
- (iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities, and business plans.

In addition, the term "Confidential or Proprietary Information" shall include any information disclosed pursuant to any confidentiality or nondisclosure agreement entered by the parties in contemplation of entering the business relationship evidenced by this Agreement.

- (h) "Customer Information" means all Confidential or Proprietary Information disclosed by the Customer to GUARDIAN RFID in connection with, in contemplation of entering, or under this Agreement or entered into the Command Cloud System.
- (i) "Customer Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of the Customer (including any third party to whom the Customer has outsourced all or part of its operations).
- (j) "Customer Project Manager" means the person authorized by the Customer to serve as the primary point of contact for project management with GUARDIAN RFID as specified in Section 14(b).
- (k) "Customer's Third-Party Hardware" means any hardware, equipment, and other tangible items used by the Customer that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, networking equipment (including Wi-Fi), workstations, servers for third-party systems, mobile workstations, and laptops.
- (l) "Customer's Third-Party Software" means any software that is not specified to be provided by GUARDIAN RFID under the terms of this Agreement, including, but not limited to, operating systems, Internet browsers, plug-ins, content-viewing applications, software frameworks for downloaded content, productivity software, and enterprise software (including, but not limited to, jail, records, offender, medication, prescription, and case management systems).
- (m) "Disclosing Party" means a party to this Agreement that discloses its Confidential or Proprietary Information to the other party to this Agreement.
- (n) "Documentation" means all instructions, specifications, and other support materials generally made available to customers relating to the operation and functionality of the Command Cloud Subscription Services as updated from time to time by GUARDIAN RFID.
- (o) "Force Majeure Event" means an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes or lockouts of third parties, widespread illness or pandemics, or electrical, internet, or telecommunication outage that is not caused by the obligated party.
- (p) "Go-Live" or "Goes-Live" means the use of the Command Cloud System as a live, non-test-bed system, which can be exhibited by events such as the completion of the first real-world log entry



(e.g., cell check, offender movement, etc.) or a similar event or inmate activity dealing with real-world use.

- (q) "Go-Live Date" means the latest to occur of (i) the date of the Installation Notice, or (ii) if any, the date of the last Subsequent Installation Notice. For clarity, the official Go-Live Date will be identified in the first invoice sent by GUARDIAN RFID to the Customer after the Command Cloud System Goes-Live.
- (r) "GUARDIAN RFID Information" means Confidential or Proprietary Information disclosed by GUARDIAN RFID to the Customer in connection with, in contemplation of entering, or under this Agreement, including, but not limited to, all Documentation.
- (s) "GUARDIAN RFID Personnel" means any officers, employees, partners, members, owners, agents, or affiliates of GUARDIAN RFID.
- (t) "GUARDIAN RFID Project Manager" means the person authorized by GUARDIAN RFID to serve as the primary point of contact for project management with the Customer as specified in Section 6(a).
- (u) "Hardware" means all hardware, equipment, and other tangible items supplied to the Customer by GUARDIAN RFID under this Agreement and identified as "Hardware" in Addendum A. Hardware specifically excludes the Customers' Third-Party Hardware.
- (v) "Initial Term Fee" means the sum of the Initial Term Fee for Year One and the fee amounts listed in Addendum B for (i) Initial Term Fee for Year Two and (ii) Initial Term Fee for Year Three.
- (w) "Initial Term Fee for Year One" means the sum of the fee amounts listed in Addendum A.
- (x) "Receiving Party" means the party to this Agreement that receives Confidential or Proprietary Information from the other party to this Agreement.
- (y) "Receiving Party Personnel" means any employees, partners, members, owners, or affiliates of the Receiving Party.
- (z) "Renewal Fee" means the sum of the fee amounts listed in Addendum B for (i) Renewal Fee for Extended Term Year One, (ii) Renewal Fee for Extended Term Year Two, and (iii) Renewal Fee for Extended Term Year Three.
- (aa) "Service Level Agreement" means the agreement set forth in Addendum C.
- (bb) "System Administrator" means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 13(c).
- (cc) "System Generated Data" means any data or information generated by the Command Cloud System, which may include information related to Customer's use of the Command Cloud System or Command Cloud Subscription Services, or that is generated through the analysis and transformation of Inmate Data and Customer Personnel Data.
- (dd) "Term" means the period beginning on the Effective Date and ending on the earliest to occur of (i) the expiration of the Initial Term plus the Extended Term pursuant to Sections 17(a) and 17(b), or (ii) a termination of this Agreement pursuant to Sections 17(b), 17(c), or 17(d).



(ee) "Third-Party Software" means any software to be supplied by GUARDIAN RFID under this Agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the Command Cloud System. Third-Party Software specifically does not include the Customer's Third-Party Software.

2. SUBSCRIPTION OF COMMAND CLOUD SUBSCRIPTION SERVICES AND COMMAND CLOUD MOBILE DEVICES

- (a) Subscription. GUARDIAN RFID hereby grants to the Customer a right to access and use the Command Cloud Subscription Services and Command Cloud Mobile Devices as indicated in Addendum A, allowing the Customer and its Authorized Customer Personnel to use solely for the Customer's own business purposes as part of the Command Cloud System during the Term of this Agreement. The type of subscription granted—agency or per device—is described in the "Product" column of the quote provided in Addendum A. Agency subscriptions grant access to an unlimited number of Authorized Customer Personnel. Per device subscriptions grant one license per corresponding device purchased. The subscription does not grant the Customer the right to use the Command Cloud Subscription Services and Command Cloud Mobile Devices except as set forth in this Agreement and does not grant to the Customer any ownership, title, or interest in the Command Cloud Subscription Services or Command Cloud Mobile Devices.
- (b) Copies. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the Command Cloud System. The Customer must reproduce all confidentiality, proprietary, copyright, and similar notices and disclaimers on any copies made pursuant to this Section.
- (c) Regulatory Requirements.
- (i) Customer represents, warrants, and covenants that it will comply with all laws governing the collection, use, processing, storage, retention, and destruction of Personal Information (as defined below), biometric identifiers, and biometric information, and the use of facial recognition technologies, that apply to the information processed through the Command Cloud System, including without limitation: Illinois' Biometric Information Privacy Act, Washington's Biometric Identifiers Act, the Texas Capture or Use of Biometric Identifier Act, the Texas Data Privacy and Security Act ("TDPSA"), the California Consumer Privacy Act of 2018 and implementing regulations ("CCPA") the California Consumer Privacy Rights Act and implementing regulations ("CPRA") the Colorado Privacy Act and implementing regulations, the Connecticut Data Privacy Act, the Virginia Consumer Data Protection Act, the Utah Consumer Privacy Act, and all similar state privacy laws collectively ("Data Protection Laws"). Personal Information means: information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household where such information is contained, processed by and/or through GUARDIAN RFID, including "Personal Information", "Biometric Identifier", and "Biometric Information", as those terms are defined under Data Protection Laws.
- (ii) The parties agree that with respect to Personal Information (including biometric identifiers and biometric information) processed using the Command Cloud System, Customer determines the purposes and means of processing that information. As such, Customer is the "controller" or "business" and GUARDIAN RFID is the "processor" or "service provider," as those terms are defined under applicable Data Protection Laws. Customer shall assist GUARDIAN RFID in meeting its obligations under any Data Protection Laws applicable to it in connection with its processing of Personal Information (including biometric identifiers and biometric information) pursuant to the Agreement, regardless of whether the Data Protection Laws are directly applicable to Customer. Customer represents and warrants that it has all authorizations and consents, and has provided all notices, necessary for GUARDIAN RFID to process Personal



Information (including biometric identifiers and biometric information) pursuant to the Agreement, including to create System Generated Data and to further develop and improve the Command Cloud System and Command Cloud Subscription Services, and train machine learning and artificial intelligence models on such Personal Information.

- (iii) Without derogating from the aforesaid Customer shall: (i) provide all notices (including notices at collection and/or signage) as may be required by Data Protection Laws to inform individuals about the processing, such as the collection and storage of Personal Information (including biometric identifiers and biometric information) and purpose and length of term for which the Personal Information is being collected, stored, and used, and their rights provided by Data Protection Laws, including the processing by GUARDIAN RFID and any third parties; (ii) collect all consents and confirmations and/or opt outs as may be required for collection, processing, storage, disclosure, redisclosure, or otherwise dissemination of Personal Information under Data Protection Laws, including in connection with the facial geometry, gait and/or other biometric identifiers; (iii) retain Personal Information, including without limitation Biometric Identifiers and/or Biometric Information, for no longer than is reasonably necessary to: (1) comply with a court order, statute, or public records retention schedule specified under federal, state, or local law; (2) protect against or prevent actual or potential fraud, criminal activity, claims, security threats, or liability; and (3) serve the purpose for which the Personal Information was collected; (iv) maintain and publish data retention, destruction, and privacy policies for Personal Information, including Biometric Identifiers and Biometric Information meeting with the requirements of Data Protection Laws; (v) delete or instruct GUARDIAN RFID to delete when required by Data Protection Laws, any Personal information including Biometric Identifiers, and (vi) protect the Personal Information from unauthorized access or use in accordance with Data Protection Laws and using the reasonable standard of care within the Customer's industry and in a manner that is the same as or more protective than the manner in which the Customer stores, transmits, and protects any other confidential information the Customer possesses; including the adoption of physical, technical and organizational measures.
- (iv) Customer shall inform GUARDIAN RFID if they are no longer able to comply with Data Protection Laws or the provisions in this Agreement relating to the collection, use, processing, safeguarding, storage, retention, and destruction of Personal Information. Customer shall be responsible for addressing any requests from individuals with respect to their Personal Information, including under Data Protection Laws, and shall notify GUARDIAN RFID of such requests. GUARDIAN RFID will reasonably cooperate with Customer to facilitate Customer's response to such requests.
- (v) Customer shall use the Personal Information for the monitoring of movement of inmates, visitors, and officers within the prison properties for the management of security of the inmates, visitors, officers, and other staff..
- (vi) Customer agrees to restrict Customer Personnel (including any subcontractor personnel) from accessing or using any Personal Information except for the purpose set forth in Section 2(c)(ii) above.

3. SALE OF HARDWARE

- (a) Sale of Hardware. Subject to the terms of this Agreement, GUARDIAN RFID will sell, assign, convey, transfer, and deliver to the Customer, and the Customer will purchase, receive, and accept from GUARDIAN RFID, all right, title, and interest in and to the Command Cloud Mobile Device Accessories and any Hardware that is not subject to a subscription.

4. USE OF THIRD-PARTY SOFTWARE



- (a) Third-Party Software. Subject to the terms of this Agreement, GUARDIAN RFID will install or otherwise allow the Customer to use the Third-Party Software as part of the Command Cloud System. The Customer's use of the Third-Party Software is subject to any terms and conditions set forth by the owner of the Third-Party Software.
- (b) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for any Third-Party Software provided under this Agreement, adapt the Third-Party Software in any way, or use it to create a derivative work.

5. RESTRICTIONS ON USAGE

- (a) Restrictions on Usage.
 - (i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of Command Cloud Subscription Services if GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use is inconsistent with this Agreement.
 - (ii) The Customer and any Authorized Customer Personnel may not use Command Cloud Subscription Services for any purpose or in any manner that is unlawful or that is prohibited by the terms of this Agreement. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of Command Cloud Subscription Services, other accounts, computer systems, or networks connected to any part of Command Cloud Subscription Services through hacking, password mining, or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through Command Cloud Subscription Services.
 - (iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate Command Cloud Subscription Services; (B) disassemble, decompile, or reverse engineer the software used to provide Command Cloud Subscription Services, or copy or catalog any materials or information made available through Command Cloud Subscription Services other than as permitted under this Agreement; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage, or impair Command Cloud Subscription Services's control or security systems, or allow or assist a third party to do so.
 - (iv) The Customer will not, and will not allow any party other than GUARDIAN RFID to, perform "write" operations directly to or on the Command Cloud Subscription Services server or database, such as by using an open database connectivity driver, without the prior written consent of GUARDIAN RFID.

6. PROJECT MANAGEMENT

- (a) GUARDIAN RFID Project Manager. The GUARDIAN RFID project manager will be assigned after contract execution. The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for the implementation of the Command Cloud System. The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for implementation of the Command Cloud System.
- (b) Command Cloud System Configuration. After the Effective Date, the Authorized GUARDIAN RFID Personnel, under the direction of the GUARDIAN RFID Project Manager, will meet with Authorized Customer Personnel chosen by the Customer via online meeting in order to understand the Customer's operational needs and business rules (the "Kick-Off Meeting"). The Authorized Customer Personnel will inform the Authorized GUARDIAN RFID Personnel about the



Customer's daily operations. The Authorized GUARDIAN RFID Personnel will use that information to identify how the Command Cloud System would best be configured to match and enhance the Customer's workflows. The Authorized GUARDIAN RFID Personnel will inform each System Administrator on configuration options, including user-definable tools, establishing and removing users, and setting user privileges. If the Customer desires that the Kick-Off Meeting be conducted at the Customer's premises, the parties will negotiate in good faith to mutually agree upon a price.

- (c) Implementation and Status Meetings. The GUARDIAN RFID Project Manager will develop and manage the implementation schedule and coordinate with the Customer Project Manager to keep the implementation of the Command Cloud System on track and on schedule. The GUARDIAN RFID Project Manager will conduct status meetings, as needed or as requested by the Customer, to provide the Customer with status reports.

7. TRAINING

- (a) Pre-Training Meeting. A pre-training meeting will be completed prior to the Complete End-User Training and Go-Live Support (the "Pre-Training Meeting"). The Pre-Training Meeting attendees should include the Customer Project Manager, each Systems Administrator, any Authorized Customer Personnel chosen by the Customer, the GUARDIAN RFID Project Manager, and Authorized GUARDIAN RFID Personnel chosen by GUARDIAN RFID. Attendees of the Pre-Training Meeting will review the Customer's use of the Command Cloud System and discuss all policy and procedure considerations. Additionally, Authorized GUARDIAN RFID Personnel will review frequently asked questions about the Command Cloud System. Information gathered during the Pre-Training Meeting will be used to customize the Complete End-User Training. The Authorized GUARDIAN RFID Personnel will include certified training instructors who will be available to answer questions asked by the Customer relating to the Command Cloud System.
- (b) Initial Training. Over the course of no more than 2 consecutive days, Authorized GUARDIAN RFID Personnel who are certified training instructors (the "GUARDIAN RFID Trainers") will conduct Complete End-User Training and Go-Live Support (the "Initial Training") as follows:
 - (i) Complete End-User Training. The GUARDIAN RFID Trainers will provide training to Authorized Customer Personnel that is focused on building proficiency and confidence using the Command Cloud System (the "Complete End-User Training") logging a wide range of inmate activities, and assembling RFID wristbands. The Complete End-User Training will be conducted over up to 1 of the Initial Training days, with a maximum of two (2) classes per day (for a total of up to 2 classes). Each class will have a duration of approximately four (4) hours.
 - (ii) Go-Live Support. For 1 of the Initial Training days, which includes a maximum of eight (8) hours per day, the GUARDIAN RFID Trainers will be on the Customer's premises to provide support to the Authorized Customer Personnel by answering on-the-job questions that arise and reinforcing skills covered during the Complete End-User Training (the "Go-Live Support").
 - (iii) Situations may arise necessitating deviations from standard training protocols in Section 7(b)(i) and 7(b)(ii). Any modifications must be documented in writing and subject to mutual agreement. Modification considerations include a minimum of 2 consecutive days of training, classroom size, and number of trainers on site.
- (c) Refresher Training. After the Go-Live Date, live online classes to introduce additional Authorized Customer Personnel to the Command Cloud System or refresh existing Authorized Customer Personnel on best practices in using the Command Cloud System (the "Refresher Training") are available at no additional charge. If the Customer wants Refresher Training to be conducted at



the Customer's premises, the Customer may purchase on-premises Refresher Training at the then-current list pricing.

8. SUPPORT AND SERVICE LEVELS

- (a) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the Command Cloud System and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. In addition, the technical support for Command Cloud Subscription Services does not include support for the Customer's jail management system unrelated to Command Cloud Subscription Services, such as any of the Customer's Third-Party Software. The telephone and email support provided under this Section does not include custom programming services or training.
- (b) Service Levels. The expectations for Command Cloud availability, recovery services, and incident response are as set forth in the Service Level Agreement in Addendum C.

9. DELIVERY AND ACCEPTANCE

- (a) Delivery of Software to the Customer. GUARDIAN RFID will deliver the GUARDIAN RFID Software Materials to the Customer, either physically or electronically, and install them for the Customer at a mutually agreeable time in the project timeline. In addition, GUARDIAN RFID will install any Third-Party Software on the Hardware for use as part of the Command Cloud System at a mutually agreeable time in the project timeline.
- (b) Delivery of Hardware to the Customer. GUARDIAN RFID will ship the Hardware to the Customer's facility at a mutually agreeable time in the project timeline. Any Hardware shipped will be via commercial carrier chosen by GUARDIAN RFID FOB destination, with the price included in the "Total Price" column of the quote provided in Addendum A.
- (c) Command Cloud System Acceptance.
 - (i) After GUARDIAN RFID provides notice to the Customer that the Command Cloud System has been successfully installed, which may be conveyed via email (the "Installation Notice"), the Customer will have thirty (30) days to test the Command Cloud System (the "Testing Period") to determine whether the GUARDIAN RFID Software operates in accordance with the Documentation (the "Acceptance Criteria").
 - (ii) If, in the Customer's reasonable determination, the Command Cloud System does not satisfy the Acceptance Criteria, the Customer will give notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Testing Period specifying with reasonable particularity the reason the Command Cloud System does not satisfy the Acceptance Criteria (a "Correction Notice").
 - (iii) GUARDIAN RFID will use reasonable efforts to correct any items specified in a Correction Notice and will provide notice to the Customer, which may be conveyed via email, when the Correction Notice has been addressed in a way that satisfies the Acceptance Criteria (a "Subsequent Installation Notice"). The Customer will have ten (10) days to test the Command Cloud System to determine whether it meets the Acceptance Criteria (a "Correction Testing Period"). If, in the Customer's reasonable determination, the Command Cloud System still does not satisfy the Acceptance Criteria, the Customer will provide another Correction Notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Correction Testing Period. GUARDIAN RFID will continue to use reasonable efforts to correct any items



specified in any Correction Notice and send Subsequent Installation Notices to the Customer, which may be conveyed via email, until the Command Cloud System meets the Acceptance Criteria, which will be deemed to occur when a Correction Testing Period expires without receipt of a Correction Notice from the Customer. If, in the Customer's reasonable determination, the Command Cloud System does not satisfy the Acceptance Criteria within sixty (60) days of the first Correction Notice, then the Customer may, with notice to GUARDIAN RFID, deem the first Correction Notice to be a Notice of Non-Conformity which cannot be corrected for purposes of Section 12(a)(ii).

10. FEES AND PAYMENT TERMS

- (a) Fees. The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum A.
- (b) Payment Terms. GUARDIAN RFID will invoice the Customer for amounts due under this Agreement after the occurrence of the applicable events specified in Addendum A and after the occurrence of any other events specified in this Agreement which require a payment from Customer to GUARDIAN RFID. The Customer will pay any invoice received from GUARDIAN RFID within thirty (30) days after the date of that invoice. If the Customer fails to pay an amount due within thirty (30) days after the applicable invoice date, the Customer will pay late charges of one and one half percent (1.5%) or the highest amount allowed by law, whichever is lower, per month on such balance, together with all of GUARDIAN RFID's expenses, collection costs, and reasonable attorneys' fees incurred in collecting amounts due under this Agreement.
- (c) Taxes. Unless the Customer and/or the transaction is exempt from the following taxes as a governmental entity, the Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed, or assessed on the use of the Command Cloud System or on this Agreement, excluding, however, ordinary personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon GUARDIAN RFID's net income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.
- (d) Additional Purchases. From time to time, additional Hardware (e.g., wristbands, RFID wall readers, Command Cloud Mobile Device Accessories, etc.) may need to be purchased by the Customer in order to continue using the Command Cloud System. In the event of additional purchases of Hardware, the Customer shall acquire such additional Hardware directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware.
- (e) Change in Configuration of the Customer's Third-Party Software or the Customer's Third-Party Hardware. In the event that the Customer chooses to change the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware as such configuration existed as of the Effective Date (including, but not limited to, adding, removing, or modifying any Customer's Third-Party Software or Customer's Third-Party Hardware), and such changed configuration requires modifications to the Command Cloud System for the Command Cloud System to function with the changed configuration, the Customer will pay GUARDIAN RFID to perform the work needed to enable the Command Cloud System to function with the changed configuration. The amount paid by the Customer to GUARDIAN RFID will be as reasonably agreed to by the parties in writing prior to the Customer changing the configuration of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.

11. INTELLECTUAL PROPERTY RIGHTS

- (a) GUARDIAN RFID Intellectual Property.



- (i) Except for the rights expressly granted to the Customer under this Agreement, GUARDIAN RFID will retain all right, title, and interest in and to the Command Cloud System and Command Cloud Subscription Services, including all worldwide technology and intellectual property and proprietary rights. GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Agreement.
 - (ii) With the exception of the Hardware purchased pursuant to this Agreement, GUARDIAN RFID retains title to any other deliverables under this Agreement, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the deliverables.
 - (iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Agreement are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Agreement will be deemed to give the Customer any right, title, or interest in any trademark or trade name of GUARDIAN RFID.
 - (iv) All right, title, and interest in all derivative works, enhancements, and other improvements to the Command Cloud System and Command Cloud Subscription Services (including any System Generated Data), and other GUARDIAN RFID intellectual property and all processes relating thereto, whether or not patentable, and any patent applications or patents based thereon, made or conceived during, and a result of, this Agreement shall be owned solely by GUARDIAN RFID. For the avoidance of doubt, GUARDIAN RFID will have all right, title, and interest in any modifications made to the Command Cloud System and Command Cloud Subscription Services, and other GUARDIAN RFID intellectual property to allow GUARDIAN RFID intellectual property to function with Customer's intellectual property and Customer's Third-Party Software. The Customer will, at GUARDIAN RFID's request, cooperate with and assist GUARDIAN RFID in obtaining intellectual property for any derivative works, enhancements, or other improvements covered by this paragraph.
 - (v) The Customer shall not remove, efface, or obscure any confidentiality, proprietary, copyright, or similar notices or disclaimers from the Command Cloud System and Command Cloud Subscription Services, or any materials provided under this Agreement.
- (b) GUARDIAN RFID Information. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.
- (c) Customer Information. The Customer retains ownership of all Customer Information.
- (d) Inmate Data and Personnel. The Customer owns any inmate management, monitoring, and tracking data collected as part of the Command Cloud System ("Inmate Data") and any Customer personnel data collected as part of the Command Cloud System ("Customer Personnel Data"). Prior to the expiration or termination of this Agreement, the Customer may access the Inmate Data and Customer Personnel Data by either running a report on Command Cloud Subscription Services and exporting the Inmate Data and Customer Personnel Data, or requesting that GUARDIAN RFID run a report, at no additional expense to the Customer, and send the Customer the Inmate Data and Customer Personnel Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data and Customer Personnel Data for up to one (1) year after expiration or termination of this Agreement. Upon request of the Customer made within one (1) year after the expiration or termination of this Agreement, GUARDIAN RFID will run a report and send the Customer the Inmate Data and Customer Personnel Data in spreadsheet form. Customer hereby irrevocably grants all such rights and permissions in or relating to Inmate Data and Customer Personnel Data as are necessary or useful to GUARDIAN RFID to (i) enforce this Agreement, and (ii) exercise its rights and perform its obligations hereunder, including to generate and use System Generated Data, and to improve and further



develop the Command Cloud System and Command Cloud Subscription Services or to train machine learning and artificial intelligence models on such Inmate Data and Customer Personnel Data.

12. WARRANTIES

(a) Command Cloud Subscription Services and Command Cloud Mobile Devices.

- (i) GUARDIAN RFID warrants to the Customer that, during the Term of this Agreement, the Command Cloud Subscription Services and Command Cloud Mobile Devices will operate in accordance with and otherwise conform in all material respects to their applicable Documentation.
- (ii) In the event of a claim by the Customer under this Command Cloud Subscription Services warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity (a "Notice of Non-Conformity"), GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within sixty (60) days after receipt of the Notice of Non-Conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in sixty (60) days, begun in good faith to correct the non-conformity, then the Customer's sole remedy under this warranty is to receive a pro-rated refund of all prepaid subscription fees and terminate the Agreement in accordance with the provisions of Section 17(d), in which case the Notice of Non-Conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 17(d). If the non-conformity which cannot be corrected occurs prior to the time the Command Cloud System meets the Acceptance Criteria pursuant to Section 9(c) and the Customer terminates the Agreement pursuant to Section 17(d), then the Customer will receive from GUARDIAN RFID a refund of all fees paid under the Agreement, in which case the Customer must return to GUARDIAN RFID the Hardware and cease use of the Command Cloud Subscription Services and other products purchased from GUARDIAN RFID. In no other circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Agreement or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID.
- (iii) In the event of a claim by the Customer under the Command Cloud Mobiles Devices warranty, GUARDIAN RFID will provide required maintenance and, if necessary, repair or replace any Command Cloud Mobiles Devices at no additional charge to the Customer. Command Cloud Mobile Devices warranty does not cover repairs or replacements that are necessitated by any one or a combination of the following:
 - (A) damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or
 - (B) corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID's prior written consent.

- (b) Hardware. GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Agreement. Hardware consists of all non-Leased items, such as printers, laminators, and other equipment. All coverage periods for purchased Hardware begin on the latest to occur of (1) the Go-Live Date or (2) the date the Hardware is purchased and ends on the earliest to occur of (1) the end of the warranty period provided in this Section applicable to such Hardware or (2) the date this Agreement expires or is terminated. The Customer will contact GUARDIAN RFID in accordance with Section 8(a) for all Hardware-related issues. After receiving a Hardware-related warranty request, GUARDIAN RFID will provide



instructions to the Customer to follow for facilitating a repair or replacement. Customer is responsible for shipping to GUARDIAN RFID.

- (c) DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE COMMAND CLOUD SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT ACCESS TO THE COMMAND CLOUD SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

13. CUSTOMER OBLIGATIONS

- (a) Access to Premises and Authorized Customer Personnel. The Customer will provide Authorized GUARDIAN RFID Personnel with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.
- (b) Customer Project Manager. The Customer will name one primary Customer project manager, who will be the main point of contact between the Customer and GUARDIAN RFID with respect to project management ("Customer Project Manager"). The Customer Project Manager will be responsible for managing and coordinating the Customer's resources to complete assigned project tasks and activities. The Customer Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator, and ensuring that tasks assigned to these individuals are completed. The Customer Project Manager will also be responsible for signoffs of various project documents and will have the authority to speak for the Customer from a project perspective.
- (c) System Administrator. The Customer will name one or more primary system administrators to serve as a main point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "System Administrator"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.
- (d) Hardware Installation. The Customer will be responsible for installing and maintaining all hardware not specified under this Agreement to be installed or maintained by GUARDIAN RFID.
- (e) Customer's Third-Party Software and Customer's Third-Party Hardware. The Customer will be solely responsible for obtaining, installing, maintaining, supporting, and updating the Customer's Third-Party Software and the Customer's Third-Party Hardware. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for obtaining, installing, maintaining, supporting, or updating the Customer's Third-Party Software or the Customer's Third-Party Hardware.
- (f) Flow of Information. The Customer will be responsible for the accuracy and continuous flow of any information required from Customer's Third-Party Software and the Customer's Third-Party Hardware to the Command Cloud System that is required for the Command Cloud System to properly function.



- (g) Facility Preparation. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Agreement that are required to prepare the facility for installation of the Command Cloud System, including, but not limited to, providing appropriate uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment (including Wi-Fi), network drops, and other similar items.
- (h) System Configuration. The Customer will make appropriate subject matter experts available to perform Command Cloud System configuration tasks as assigned.
- (i) Third-Party Costs. The Customer will be solely responsible for any third-party costs related to the implementation of the Command Cloud System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for any third-party costs related to the implementation of the Command Cloud System, including, but not limited to, any third-party costs associated with the implementation of any of the Customer's Third-Party Software or the Customer's Third-Party Hardware.
- (j) Proper Use of Command Cloud System. Each of the Authorized Customer Personnel must learn proper use of the Command Cloud System through one or a combination of the following: (1) attending one of the Customer End-User Training Classes, (2) attending a Refresher Training, or (3) receiving instruction on proper use of the Command Cloud System by another of the Authorized Customer Personnel who is familiar with the proper use of the Command Cloud System. The Customer acknowledges that the Command Cloud System is designed to deliver a wide range of inmate management, monitoring, and tracking solutions, but that the Command Cloud System relies on the Authorized Customer Personnel accurately and appropriately logging events and on the Customer fulfilling the obligations of this Section 13. The failure by the Customer or the Authorized Customer Personnel to properly use the Command Cloud System or fulfill the obligations of this Section 13 may prevent records logged using the Command Cloud System from being accurate.
- (k) Service Levels. The Customer is responsible for meeting its obligations set forth in the Service Level Agreement.
- (l) Usage Seal. The Customer may display the Defended by GUARDIAN RFID™ Seal on the Customer's website and link the Defended by GUARDIAN RFID™ Seal to the GUARDIAN RFID website (<https://www.guardianrfid.com>). For avoidance of doubt, the "Defended by GUARDIAN RFID™ Seal" is as follows, a digital copy of which can be obtained from the GUARDIAN RFID Project Manager:



In addition, the Customer may, but is not required, to include some or all of the following additional information about GUARDIAN RFID on the Customer's website or through such other means as the Customer reasonably determines will effectively inform the public of such information:

[Insert Customer's Proper Name] uses GUARDIAN RFID to manage, monitor, and track inmates in-custody. Radio frequency identification (RFID) technology is used to support staff and inmate compliance and optimizes our data collection and reporting responsibilities as mandated by state and national corrections standards.



Inmates are required to wear non-implantable devices at all times. Any incident of non-compliance will not be tolerated, and an inmate will be subject to fines and disciplinary action, including prosecution.

All systems and devices using RFID technology are designed, tested, and manufactured to comply with Federal Communications Commission (FCC) regulations. RF energy levels generated are similar to those found in consumer electronics. Inmate-worn devices are hypoallergenic.

RF-based inmate identification is the exclusive property of [Insert Customer's Proper Name].

14. CONFIDENTIALITY

- (a) Use and Handling of Confidential or Proprietary Information. The Receiving Party shall keep the Confidential or Proprietary Information confidential, shall use such information solely for performing its obligations under this Agreement, and shall not disclose to any persons or entities any of the Confidential or Proprietary Information without the prior written consent of the applicable Disclosing Party. The Receiving Party shall make the Confidential or Proprietary Information available only to Receiving Party Personnel who have a demonstrable need for such information, provided that the Receiving Party has informed all such Receiving Party Personnel of the Receiving Party's obligations under this Agreement and such Receiving Party Personnel have agreed in writing to be bound by the terms of this Agreement, either by means of an agreement directly with the Disclosing Party or pursuant to an agreement with the Receiving Party which restricts the use of the Confidential or Proprietary Information received as Receiving Party Personnel. In accepting any Confidential or Proprietary Information disclosed to the Receiving Party under this Agreement, the Receiving Party agrees to preserve the confidentiality of such information with at least the same degree of care as that taken by the Receiving Party to preserve and protect its own Confidential or Proprietary Information, in no case less than a reasonable degree of care. The Receiving Party agrees to maintain adequate safeguards and procedures to prevent the theft, loss, or dissemination of any of the Confidential or Proprietary Information, and, in the event of any such theft, loss, or dissemination, shall notify the Disclosing Party immediately.
- (b) Exceptions to Confidential Treatment. The Receiving Party shall not be obligated to maintain any information in confidence or refrain from use if:
- (i) the information was lawfully in the Receiving Party's possession or was known to it prior to its disclosure from the Disclosing Party as evidenced by written records;
 - (ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting, or otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);
 - (iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;
 - (iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;



- (v) disclosure is required by subpoena or pursuant to a demand by any governmental authority;
or
- (vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state "sunshine" laws.

Before relying on the exceptions of this Section 14(b), and disclosing any Confidential or Proprietary Information, the Receiving Party shall notify the Disclosing Party in writing of its intent to do so, and give the Disclosing Party a period of fifteen (15) days to object or otherwise take action to protect its rights and interest in such information, provided that if the exception being relied upon is Section 14(b)(vi), then such fifteen (15) day period will be extended to be the maximum amount of time allowed pursuant to the applicable open records law or other applicable law, rule, or regulation pursuant to which the Disclosing Party is seeking to disclose such information.

- (c) Return of Materials. Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Agreement as well as all copies of notes, reports, or other documents or materials that reflect such Confidential or Proprietary Information; provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.

15. LIMITATION OF LIABILITY

IN NO EVENT WILL GUARDIAN RFID'S LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT, INCLUDING GUARDIAN RFID'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE ACTION THAT GAVE RISE TO SUCH CLAIM. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SPECIAL LOSS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.

16. INDEMNIFICATION

- (a) Indemnification by GUARDIAN RFID. GUARDIAN RFID will defend, indemnify, and hold harmless the Customer and the Authorized Customer Personnel (the "Customer Indemnified Parties"), from and against all reasonable and necessary costs, charges and expenses (including attorneys' fees) arising from any third-party claim, action, suit, or proceeding against any Customer Indemnified Party (a "Customer Indemnified Claim") to the extent the Customer Indemnified Claim is based on: (i) any claim that the Command Cloud System infringes a patent, copyright, or other proprietary right or violates a trade secret; and (ii) any gross negligence, willful misconduct, or fraud of GUARDIAN RFID or any Authorized GUARDIAN RFID Personnel.
- (b) Indemnification by the Customer. Except to the extent limited by applicable law, the Customer will defend, indemnify, and hold harmless GUARDIAN RFID and the Authorized GUARDIAN RFID Personnel ("GUARDIAN RFID Indemnified Parties"), from any and all reasonable and necessary costs, charges, and expenses (including attorneys' fees) which result from any third-party claim, action, suit, or proceeding against any GUARDIAN RFID Indemnified Party (a "GUARDIAN RFID Indemnified Claim") to the extent the GUARDIAN RFID Indemnified Claim is based on: (i) the Customer's use of the Command Cloud System other than as permitted under this Agreement; (ii) violations of this Agreement; and (iii) any gross negligence, willful misconduct, or fraud of the Customer or any Authorized Customer Personnel.



17. TERM AND TERMINATION

- (a) Term. The initial term of this Agreement shall begin on the Effective Date and extend to the third anniversary of the Go-Live Date (the "Initial Term"). After the Initial Term, subject to Section 17(b), this Agreement will be automatically renewed for one (1) additional three-year (3-year) period (the "Extended Term").
- (b) Non-Renewal. This Agreement may be terminated for convenience by either party by providing a non-renewal notice to the other party at least sixty (60) days prior to the end of the Initial Term or Extended Term, as applicable. Such termination will be effective as of the end of such Initial Term or Extended Term, as applicable.
- (c) Termination by GUARDIAN RFID for Cause.
- (i) GUARDIAN RFID may terminate this Agreement upon sixty (60) days' notice to the Customer if the Customer breaches its obligation to pay any fee or otherwise materially breaches any provision of this Agreement not otherwise specified in Section 17(c)(ii) and fails to cure such breach within such notice period.
- (ii) GUARDIAN RFID may terminate this Agreement immediately and discontinue any of its obligations under this Agreement by notice to the Customer if:
- (A) the Customer ceases to actively conduct its business, files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee;
- (B) the Customer attempts, without the prior written consent of GUARDIAN RFID, to assign its rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise; or
- (C) the Customer fails to comply with the provisions regarding GUARDIAN RFID's intellectual property rights in Section 11(a) and 11(b), or the Confidentiality provisions of Section 14.
- (d) Termination by the Customer for Cause. The Customer may terminate this Agreement upon sixty (60) days' notice to GUARDIAN RFID if GUARDIAN RFID materially breaches any provision of this Agreement and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within sixty (60) days and GUARDIAN RFID has begun in good faith to cure such breach, then GUARDIAN RFID shall have an additional period of sixty (60) days to cure such breach. This provision shall apply in the event that GUARDIAN RFID is unable to correct a non-conformity pursuant to Section 12(a)(ii) of this Agreement.
- (e) Post-Termination Rights and Obligations.
- (i) Upon expiration or termination of this Agreement, all rights granted to the Customer under this Agreement for the Command Cloud System will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the Command Cloud System, including Command Cloud Subscription Services and Command Cloud Mobile Devices.
- (ii) The following shall survive the expiration or termination of this Agreement:



- (A) The provisions of Sections 11 ("Intellectual Property Rights"), 14 ("Confidentiality"), 15 ("Limitation of Liability"), and 16 ("Indemnification");
- (B) The provisions of Section 10 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Agreement and with respect to fees accelerated in connection with such expiration or termination; and
- (C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Agreement or accelerated in connection with such expiration or termination.

18. INSURANCE

- (a) Types of Insurance. GUARDIAN RFID will maintain in full force and effect insurance of the following kinds and amounts, and meeting the other requirements set forth in this Section.
 - (i) Commercial General Liability Insurance. Occurrence based commercial General Liability insurance or equivalent form with a limit of \$2,000,000 per each occurrence and a general aggregate limit of \$2,000,000.
 - (ii) Occurrence Based Products and Completed Operations Liability Insurance. Products and Completed Operations liability insurance with a limit of \$2,000,000 per each occurrence and a general aggregate limit of \$2,000,000.
 - (iii) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of \$1,000,000, Combined Single Limits. Such insurance will include coverage for all autos (including owned, hired, and non-owned vehicles).
 - (iv) Workers' Compensation Insurance. Workers' compensation insurance or equivalent form with limits not less than:
 - (A) Bodily Injury by Accident: \$1,000,000 Each Accident
 - (B) Bodily Injury by Disease: \$1,000,000 Each Employee
 - (C) Bodily Injury by Disease: \$1,000,000 Policy Limit
 - (v) Cyber Security Liability. \$4,000,000 per claim with an aggregate limit of \$4,000,000.
 - (vi) Commercial Umbrella: \$4,000,000 limit which may apply in addition to the limits in sections (i) – (iv) above if needed.
- (b) Certificates of Insurances. At the Customer's request, GUARDIAN RFID will provide properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on thirty (30) days prior written notice to the Customer.

19. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood by the Customer and GUARDIAN RFID that GUARDIAN RFID and any Authorized GUARDIAN RFID Personnel will not be construed to be, and are not, employees of the Customer. GUARDIAN RFID will provide services to the Customer as an independent contractor with control over the time, means, and methods for fulfilling its obligations under this Agreement. GUARDIAN RFID further acknowledges that neither it nor any of the Authorized GUARDIAN RFID



Personnel is entitled to benefits from the Customer such as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment with the Customer.

20. MISCELLANEOUS

- (a) Entire Agreement. This Agreement, including its Addenda and documents or other information specifically referenced in or incorporated into this Agreement, constitutes the entire expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In the event of a conflict between the Sections 1 through 20 of the Agreement and any of its Addenda and documents or other information specifically referenced in or incorporated into this Agreement, the language of Sections 1 through 20 of the Agreement will control.
 - (b) Amendments. The parties may not amend this Agreement except in a writing that each party signs. The terms of such amendment will apply as of the effective date of the amendment unless the amendment specifies otherwise.
 - (c) Waiver. No provision of this Agreement will be waived except pursuant to a writing executed by the party against which the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy or failure to require the satisfaction of any condition under this Agreement will operate as a waiver or estoppel of any right, remedy, or condition.
 - (d) Assignment. This Agreement will be binding upon, and the benefits and obligations provided for in this Agreement will inure to, the parties and their respective owners, shareholders, members, heirs, legal representatives, successors, and assigns. The Customer may not assign, without the prior written consent of GUARDIAN RFID, which consent will not be unreasonably withheld, the Customer's rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law, or otherwise, and any attempt to do so will be deemed a material breach of this Agreement.
 - (e) Notice. Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement will do so in writing and will use one of the following methods of delivery:
 - (i) Delivered personally, with the notice effective upon delivery;
 - (ii) U.S.-recognized overnight courier, with the notice effective at the time delivery is shown in the courier's records; or
 - (iii) Postage prepaid by U.S. registered or certified mail, return receipt requested, with the notice effective upon receipt or upon the date that delivery is attempted and refused.
- All notices shall be addressed to the parties at the addresses set forth in the recitals of this Agreement, except that either party may designate another notice address in a notice given under this Section.
- (f) Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired.
 - (g) Remedies. Unless otherwise specified in this Agreement, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.



- (h) Construction. This Agreement will be constructed as if drafted by both parties and will not be strictly construed against either party because of drafting.
- (i) Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- (j) No Third-Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.
- (k) Force Majeure. Any delay or failure of performance of either party to this Agreement will not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent that such delay or failure is caused by a Force Majeure Event. If one of the parties intends to invoke this provision, that party will promptly notify the other party of the cause of the delay or failure beyond its reasonable control and will use commercially reasonable efforts to mitigate the resulting delay or failure. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the Command Cloud System under this Agreement.
- (l) Non-Discrimination. GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.
- (m) Export Control. GUARDIAN RFID agrees that if the U.S. export laws are or become applicable, it will not export any of the Customer's data and/or information received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written consent from the appropriate authority responsible for such matters.
- (n) Government Rights. Each of the software components of the Command Cloud System and any related documentation provided by GUARDIAN RFID is a "commercial product" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Accordingly, if Customer is an agency of the US government or any contractor therefor, Customer only receives those rights with respect to these items as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US government licensees and their contractors.
- (o) Cooperative Purchasing. GUARDIAN RFID acknowledges that the Customer has a role in developing and encouraging cooperative purchasing efforts among governmental entities. GUARDIAN RFID agrees to use commercially reasonable efforts to assist the Customer in facilitating its cooperative purchasing efforts to the extent such efforts relate to the Command Cloud System.
- (p) Governing Law. The laws of the State of Minnesota, without regard to Minnesota's choice-of-law principles, govern all matters arising out of or related to this Agreement.



- (q) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 14 or, in the case of Customer, Section 5, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise. In the event of any breach by a Party of Section 14, or in the case of Customer, Section 5, the breaching Party agrees to pay reasonable costs and legal fees incurred by the other Party in pursuit of any of its rights under this Section 20(q), in addition to any damages sustained by the non-breaching Party by reason of such breach, provided that the non-breaching Party prevails in the suit, action, or proceeding in which such costs and fees were incurred.



By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration.

GUARDIAN RFID

CUSTOMER

Paul Baze

By: _____
(signature of authorized representative)

By: _____
(signature of authorized representative)

Name: Paul Baze
Title: Regional Sales Manager
Date: December 26, 2025

Name: _____
Title: _____
Date: _____



ADDENDUM A - Order

Sourcewell Cooperative Purchasing
 SOURCEWELL MASTER AGREEMENT #030425-CDX | Public Safety Software

Account Name	Richardson County Sheriff's Office (NE)	Created Date	12/26/2025
Quote Number	00013901	Expiration Date	12/31/2025
Created By	Linda Kovar		

Product	Line Item Description	Product Family	Quantity	Sales Price	Discount (Percentage)	Total Price	Warranty
Mission Command™ - Defender Bundle Edition (up to 50 inmates)	Bundle consists of the Platform and all items labeled as "Included" - To be invoiced at go live but no earlier than July 1, 2026, may go live prior to July 1, 2026 at no cost to customer, SRF will be due annually on the initial payment anniversary.	Platform	1.00	\$3,095.00	5.00%	\$3,795.25	N/A
Mobile Command XR™ for Android™ Defender Edition	Included	Software	2.00	\$0.00	5.00%	\$0.00	N/A
GUARDIAN RFID® SPARTAN 3™ - Subscription	Included	Hardware	2.00	\$0.00	5.00%	\$0.00	Three-Year
GUARDIAN RFID® Hard Tag™	Included	Hardware	20.00	\$0.00	5.00%	\$0.00	Useful Life
Implementation Services - Defender Edition (up to 50 inmates)	Included	Professional Service	1.00	\$0.00	5.00%	\$0.00	N/A
GUARDIAN RFID® Onsite Training (Days)	Included	Professional Service	2.00	\$0.00	5.00%	\$0.00	N/A
Medication Manager™ Level 01 License (1-100 inmates)		Software	1.00	\$1,695.00	5.00%	\$1,610.25	N/A
Task Module - Add On - Defender Edition (up to 50 inmates)		Software Add-on	1.00	\$995.00	5.00%	\$945.25	N/A
GUARDIAN RFID® Wave Wristband/ID/Key Fob Activator		Hardware	1.00	\$325.00	5.00%	\$308.75	One-Year
GUARDIAN RFID® Single Officer ID Card (portrait)		Hardware	25.00	\$3.00	5.00%	\$71.25	None
One Time Technology Grant	One time tech grant to cover year 1 cost of task module	Professional Service	1.00	(\$945.25)	0.00%	(\$945.25)	None
Subtotal				\$6,139.75			
Discount				5.77%			
Discount Amount				\$354.25			
Total Price				\$5,785.50			
Shipping and				\$58.86			



Sourcewell Cooperative Purchasing
SOURCEWELL MASTER AGREEMENT #030425-COX | Public Safety Software

Handling	
Grand Total	\$5,842.36

* Each subscribed "GUARDIAN RFID Mobile Device" consists of the "GUARDIAN RFID® SPARTAN 3™" (the main body of the device), the GUARDIAN RFID Mobile Device Charging Station, and the GUARDIAN RFID Mobile Device Accessories accompanying the GUARDIAN RFID Mobile Device at the time the GUARDIAN RFID Mobile Device is leased. During the respective Initial Term Replacement Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, the accompanying GUARDIAN RFID Mobile Device Charging Station will be subject to a maximum of one replacement per GUARDIAN RFID Mobile Device. During the respective Initial Term Replacement Period or Extended Term Replacement Period applicable to the GUARDIAN RFID Mobile Device, none of the accompanying GUARDIAN RFID Mobile Device Accessories will be subject to replacement. Additional GUARDIAN RFID Mobile Device Charging Stations and GUARDIAN RFID Mobile Device Accessories may be separately purchased pursuant to Section 10(a) at GUARDIAN RFID's then-current pricing list for the Customer (a copy of which is available upon the Customer's request).



ADDENDUM B

FEE PAYMENT SCHEDULE

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

Term	Year	Fee Type	Event Occurrence	Amount*
Initial Term	Year 1 – Includes all time from contract execution to the first anniversary of initial invoice.	100% of Initial Term Fee 5% Sourcewell discount included in this amount as well as a one time technology grant of \$945.25 to cover year 1 of task module.	Go Live** To be invoiced at go live but no earlier than July 1, 2026, may go live prior to July 1, 2026 at no cost to customer. SRF will be due annually on the initial invoice anniversary. Deferred invoice offer expires December 31, 2025.	\$5,842.36
	Year 2	Initial Term Fee for Year Two*** 5% Sourcewell discount included in this amount	First-year anniversary of the initial invoice anniversary.	\$6,350.75
	Year 3	Initial Term Fee for Year Three*** 5% Sourcewell discount included in this amount	Second-year anniversary of the initial invoice anniversary.	\$6,350.75
Extended Term	Year 4	Renewal Fee for Extended Term Year One*** 5% Sourcewell discount included in this amount	Third-year anniversary of the initial invoice anniversary.	\$6,350.75
	Year 5	Renewal Fee for Extended Term Year Two*** 5% Sourcewell discount included in this amount	Fourth anniversary of the initial invoice anniversary.	\$6,350.75
	Year 6	Renewal Fee for Extended Term Year Three*** 5% Sourcewell discount included in this amount	Fifth anniversary of the initial invoice anniversary.	\$6,350.75



		Modification Fee	<i>[No such modifications contemplated as of the Effective Date.]</i>	[N/A]
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* These amounts do not include any taxes.

** In accordance with Section 17(b), termination for convenience by the Customer during the Initial Term will cause any remaining portions of the Initial Term Fee that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in this Addendum B have occurred.

*** Renewal Fees represent the costs for renewing licenses to use the GUARDIAN RFID System for any Extended Terms and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID Command Cloud platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B. In addition to increases due to those additional purchases, Renewal Fees may be increased by up to 5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the Initial Term or the end of any Extended Term, as applicable.



ADDENDUM C

SERVICE LEVEL AGREEMENT

1. DEFINITIONS

Except as defined in this Addendum C, all defined terms have the meaning set forth in the Agreement.

- (a) "Attainment" means the percentage of time during a calendar quarter, with percentages based on those contained in the chart under Section 2(d) of this Addendum C, in which the Customer has GUARDIAN RFID Command Cloud Availability.
- (b) "Customer Error Incident" means any service unavailability, which GUARDIAN RFID did not directly cause or create, resulting from any one or a combination of the following: (i) the Customer's Third-Party Software or the Customer's Third-Party Hardware, (ii) the acts or omissions of any Customer Personnel, or (iii) the acts or omissions of any personnel or third-party providers over whom GUARDIAN RFID exercises no control.
- (c) "Disaster" means an event that renders any portion of a data center's infrastructure used in connection with the Agreement both inoperable and unrecoverable.
- (d) "Downtime" means those minutes during which any portion of GUARDIAN RFID Command Cloud is not available for the Customer's use.
- (e) "Unscheduled Downtime" means Downtime that is not due to any one or a combination of the following: Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, or Force Majeure Events.
- (f) "Emergency Maintenance" means (i) maintenance that is required to patch a critical security vulnerability, or (ii) maintenance that is required to prevent an imminent outage of GUARDIAN RFID Command Cloud Availability.
- (g) "Scheduled Downtime" means those minutes during which GUARDIAN RFID Command Cloud is not available for the Customer's use due to GUARDIAN RFID's scheduled maintenance windows.
- (h) "GUARDIAN RFID Command Cloud Availability" means that GUARDIAN RFID Command Cloud is capable of receiving, processing, and responding to requests by or from the Customer and each of the Authorized Customer Personnel, excluding Scheduled Downtime, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires such Emergency Maintenance), Customer Error Incidents, and Force Majeure Events.
- (i) "RPO" means Recovery Point Objective, and refers to the maximum data loss per declared Disaster event during any calendar quarter throughout the Term that could occur following a Disaster.
- (j) "RTO" means Recovery Time Objective, and refers to the amount of time per declared Disaster event during any calendar quarter throughout the Term that it takes for GUARDIAN RFID Command Cloud to become operational following a Disaster.



2. GUARDIAN RFID COMMAND CLOUD SERVER UPTIME

(a) GUARDIAN RFID Command Cloud Availability.

- (i) Attainment Target. Subject to the terms of this Addendum C, GUARDIAN RFID has an Attainment target to provide to the Customer GUARDIAN RFID Command Cloud Availability of Ninety-nine point five percent (99.5%), twenty-four (24) hours per day, every day of the calendar year throughout the Term. GUARDIAN RFID has set GUARDIAN RFID Command Cloud Availability Attainment targets and actuals under the terms of Section 2(d) of this Addendum C.
- (i) Calculation. The GUARDIAN RFID Command Cloud Availability calculation does not include Scheduled Downtime, Customer Error Incidents, Emergency Maintenance (unless GUARDIAN RFID is the cause of the issue that requires Emergency Maintenance), and Force Majeure Events. For the avoidance of doubt, if GUARDIAN RFID is a cause of an issue that requires Emergency Maintenance, then Downtime resulting from such Emergency Maintenance will be included in the calculation of Attainment.
- (ii) Scheduled Downtime. GUARDIAN RFID will perform maintenance on GUARDIAN RFID Command Cloud only during limited windows that are anticipated to be reliably low-traffic times based on historical information. As of the Effective Date, GUARDIAN RFID performs such maintenance on Wednesdays between 12:00 a.m. and 6:00 a.m. Central time. GUARDIAN RFID will provide the Customer with advance written notice of any change to the current maintenance schedule. If and when any such Scheduled Downtime is predicted to occur during periods of higher traffic, GUARDIAN RFID will provide advance notice of those windows and will coordinate with the Customer. In instances where maintenance of GUARDIAN RFID Command Cloud requires Scheduled Downtime outside of the known maintenance windows described in this Section, GUARDIAN RFID will provide written notice to the Customer at least twenty-four (24) hours prior to any Scheduled Downtime.
- (iii) Emergency Maintenance. If Downtime is known to be necessary to perform any Emergency Maintenance, then GUARDIAN RFID will notify an appropriate Customer contact via email or telephone call, a minimum of four (4) hours or as early as is reasonably practicable, prior to the start of such Emergency Maintenance. GUARDIAN RFID reserves the right to perform unscheduled Emergency Maintenance at any time.
- (iv) Other Maintenance. GUARDIAN RFID and the Customer agree that GUARDIAN RFID has the right to perform maintenance that is designed not to impact GUARDIAN RFID Command Cloud Service Availability at any time. Any such scheduled maintenance will be considered Scheduled Downtime and will be excluded from the calculation of Attainment.
- (v) Force Majeure. In the event of a Force Majeure Event affecting the GUARDIAN RFID Command Cloud Availability, GUARDIAN RFID will provide the Customer with a written notice of the Force Majeure Event and include a description of the facts and circumstances it believes supports that determination.

(b) GUARDIAN RFID Responsibilities Relating to GUARDIAN RFID Command Cloud Availability.

- (i) GUARDIAN RFID will monitor GUARDIAN RFID Command Cloud Availability under this Addendum C and will make commercially reasonable efforts to (A) address any GUARDIAN RFID Command Cloud Availability-related issues that impact the 99.5% Attainment target, and (B) notify the Customer, either through automated monitoring systems or by other mutually agreed-upon means, that (A) Downtime will occur, if practicable, or (b) if Downtime has already occurred, promptly after it is confirmed.



- (ii) If Authorized GUARDIAN RFID Personnel receive notice from the Customer that Downtime has occurred or is occurring, GUARDIAN RFID will work with the Customer to promptly identify the cause of the Downtime and will work with the Customer to promptly resume normal operations.
 - (iii) Upon timely receipt of a Customer report of Downtime under Section 2(c) of this Addendum C, if any, GUARDIAN RFID will compare that report to its own outage logs and support tickets to confirm whether Unscheduled Downtime has occurred, and communicate with the Customer about GUARDIAN RFID's findings.
 - (iv) GUARDIAN RFID will, at no additional charge to the Customer, do any one or a combination of the following, upon the Customer's written request (which can be made a maximum of once per calendar quarter), with such items being provided within sixty (60) days of the Customer's written request:
 - (A) provide to the Customer, a written report that documents the preceding calendar quarter's GUARDIAN RFID Command Cloud Availability, Unscheduled Downtime, any root cause, Emergency Maintenance matters, and remedial actions that were undertaken in response to the matters identified in the report.
 - (B) make available for auditing by the Customer the severity downtime reports, incident reports, and other available information used by GUARDIAN RFID in determining whether the GUARDIAN RFID Command Cloud Availability has been achieved.
- (c) Customer Responsibilities Relating to GUARDIAN RFID Command Cloud Availability.
- (i) Whenever the Customer experiences Downtime, the Customer will follow the support process defined in Section 8(a) of the Agreement.
 - (ii) The Customer may document, in writing, all Downtime that is experienced during each calendar quarter throughout the Term. The Customer may deliver such documentation for any given calendar quarter to GUARDIAN RFID within thirty (30) days of that quarter's end. The documentation may include the supporting incident number(s) and corresponding Downtime(s) experienced.



(d) GUARDIAN RFID Command Cloud Availability Attainment Targets and Actuals. Every calendar quarter, GUARDIAN RFID will compare confirmed Unscheduled Downtime to the GUARDIAN RFID Command Cloud Availability Attainment target and actual amounts listed in the table below. If the actual Attainment does not meet the target Attainment, as shown in the table below, the corresponding Customer Relief, as shown below, will apply on a quarterly basis throughout the Term:

Target	Actual	Customer Relief
	99.5% – 95%	Prompt, remedial action will be taken.
99.5%	<95%	Will be deemed to be a Notice of Non-Conformity, which will be deemed (i) to have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID Command Cloud Availability is ≥95%, or (ii) to not have been corrected if the subsequent calendar quarter's Actual GUARDIAN RFID Command Cloud Availability is <95%. In situations where a Notice of Non-Conformity is deemed not to have been corrected due to the subsequent calendar quarter's Actual GUARDIAN RFID Command Cloud Availability being <95%, the Customer will be entitled to terminate the Agreement under Section 17(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

3. GUARDIAN RFID COMMAND CLOUD CLOUD SERVER RECOVERY

In the event of a Disaster, GUARDIAN RFID will recover the Customer's data (including Inmate Data) and continue to provide GUARDIAN RFID Command Cloud at a recovered or alternate operational data center within the times defined in the table below following the start of such Disaster. GUARDIAN RFID will also provide Customer Relief, as shown below, to the Customer for any calendar quarter where the RPO or RTO targets are not met.

	Actual	Customer Relief
RPO	≤2 Hours	Prompt, remedial action will be taken.
	>2 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 17(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.
RTO	≤4 Hours	Prompt, remedial action will be taken.
	>4 Hours	Will be deemed to be a Notice of Non-Conformity, which is deemed to be not to have been corrected. The Customer will be entitled to terminate the Agreement under Section 17(d) of the Agreement, except that such notice of termination will be effective upon receipt by GUARDIAN RFID.

4. INCIDENT PRIORITIES, CHARACTERISTICS, AND RESOLUTION

(a) Incident Tracking. In the event of an issue with the GUARDIAN RFID requiring support, the



Customer will contact GUARDIAN RFID in accordance with Section 8(c) of the Agreement. Each support incident is logged using GUARDIAN RFID's enterprise workflow management system, given a unique case number, and assigned a support representative.

- (b) Incident Priority. Each support incident is assigned a priority level, which corresponds to the Customer's needs and deadlines. GUARDIAN RFID and the Customer will work together to reasonably set the priority of each support incident pursuant to the table below. The primary goals of the table below are to (i) guide the Customer toward clearly understanding and communicating the importance of the issue, and (ii) describe the generally expected response and resolution targets in the production environment. References to a "confirmed support incident" mean that GUARDIAN RFID and the Customer have successfully validated and set the priority for the reported support incident.

Priority	Characteristics Incident	Resolution Target
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the Customer's remote locations; or (c) systemic loss of multiple essential system functions.*	GUARDIAN RFID will provide an initial response to Priority Level 1 incidents within one (1) hour of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within eight (8) hours.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	GUARDIAN RFID will provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within five (5) business days.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	GUARDIAN RFID will provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which will occur at least quarterly.
4 Low	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	GUARDIAN RFID will provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, GUARDIAN RFID will use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

* Examples include: inability to create activity logs in database, and/or inability to access GUARDIAN RFID Command Cloud (excluding Internet access or Wi-Fi issues).



ADDENDUM D
STATEMENT OF WORK

None.



168 N. Gateway Drive, Providence, UT 84332

Richardson County Sheriff's Office

QUOTE

Date: 12 / 24 / 2025

To: **Ashley Fischer**

65086 706 Trail
Falls City, NE 68355

Summary

Guardian RFID interface

Total: \$3,715.00

Quantity	Item	Subtotal
1	Guardian RFID Interface Sends Inmate location data to the Guardian RFID product.	\$3,715.00
		\$3,715.00

Total \$3,715.00

2nd Year Forward Items	
Annual License and Support Fee Base Annual License and Support Fees for year 2. Years 3+ will be based year 2 fees + a 3% annual increase.	\$473.00

Terms and Conditions

Acceptance of this Quote ("Acceptance") is indicated by any or all of the following actions: Customer signature on Quote, Customer issuance of purchase order for Licensed Product(s) or custom deliverable(s) ("Quoted Deliverables"), written promise to pay transmitted via email and duly acknowledged, or payment for Quoted Deliverables.

The Agreement previously executed between Customer and Intellichoice governs this Quote which acts to amend the Agreement with the Acceptance of the Quote. The Quote becomes a part of Schedule 1 of the Agreement and attached thereto and made a part thereof by this reference.



168 N. Gateway Drive, Providence, UT 84332

If the quoted Licensed Product *type* or custom deliverable are listed on Schedule 1 of the existing Agreement, then the Annual License and Support Fees for Subsequent Years adopt the Renewal Date set forth in the Agreement. If the Quoted Deliverables are not on Schedule 1 of the existing Agreement, then the Quote date is made the Effective Date for the Quoted Deliverables herein and generates a new Renewal Date for the associated Annual License and Support Fees for the Quoted Deliverables as defined in the Agreement.

Accepted By: _____ Date: _____



**COMPLETE TACTICAL
CONSULTANTS**

Complete Tactical Consultants
13540 Discovery Dr.

Omaha, NE 68137
Phone No.: 844-327-8234

Prepared especially for
Richardson County Sheriff's Office

On 12/29/2025
Prepared by Justin Cherry

Proposal: 276
Created: 12/29/2025
Printed: 12/29/2025

12/29/2025

Email:jcherry@completetacticalconsultants.com

Richardson County Sheriff's Office
65086 706 Trail
Falls City ,NE 68355
402-245-2479

Dear Rick Hardesty,

We appreciate the opportunity to earn your business and look forward to building a long lasting business relationship with your organization. Our reason for building this program is simple. Most defensive tactics systems are either ineffective or too complex for the officer to retain which leads to failure. These failures have cost millions of dollars in lawsuits, fractured public trust, the loss of credibility in the court system, serious injuries and death to both the public and the peace officers who serve their communities on a daily basis. Law enforcement, military, and security professionals are in need NOW more than ever of a complete tactical system that covers Fitness & Nutrition, Mental Health Awareness & Performance Enhancement, De-Escalation, Use-Of-Force Case Law, and a Defensive Tactics. Complete Tactical Consultants was formed by a group of elite level professional combat athletes, coaches, law enforcement, veteran military, and licensed medical doctors to create The Tactical Athlete Program, a complete tactical system. C.T.C's Tactical Athlete Program has been designed to provide tested and proven techniques that are currently implemented at the highest levels of professional sports and by the elite special operators of the U.S. Military. If you or your agency are using another tactical program; your training is simply just not COMPLETE.

Thanks,
Justin Cherry

The Tactical Athlete Program (T.A.P.)

The Tactical Athlete Program which is medically and legally supported, provides today's law enforcement officer with instruction in Fitness & Nutrition, Wellness Program, Mental Health Awareness, Stress Management, Suicide Prevention & Awareness, De-Escalation, Use-Of-Force & Case Law, Report Writing, and Defensive Tactics,. These techniques and tactics are currently implemented successfully with the highest level of professional athletes and special combat operatives because it provides them the proper foundation, mindset, and strategy that allows them to stay focused and in the process at all times.

The Tactical Athlete Program focuses on traits of human behavior. Our Instructors have completed training through the Force Science Institute on human factors. Attention aspects of human factors are studied in law enforcement, athletes and athletic performance, attention is also a question during all use of force incidents. The Tactical Athlete Program emphasizes many aspects of attention in our technical training program. The program is designed to train the officer in small periods of time, so they become proficient at the given task.

With our videos demonstrating each technique, a planned-out curriculum each month, and having access to the information 24/7. The user can review the information on a continual basis, be engaged and learn at his or her own pace with the convenience of a phone or computer from anywhere at any time.

Studies of human factors as well as the Fitness & Nutrition, Mental Health Awareness & Performance Enhancement Techniques, De-Escalation, Use-Of-Force & Case Law, and Defensive Tactics, make the Tactical Athlete Program the most complete training program available.

BONUS: With our interactive website the T.A.P. online course can also be implemented into the entire agency. The agency will then have the ability to monitor the officer's progress, view the officer's test scores, and calculate the number of hours of training the officers have completed.

We will Master Certify personnel at your organization with our 5 day, 40 hour course, and then they can create Instructors and teach T.A.P, giving you control over all training. The website was designed to save the agency time and money while giving the individual user consistent reference information, unlike any other training curriculum in the market today.

Customer Information:

Company Name: Richardson County Sheriff's Office
Contact Name: Rick Hardesty
Address 1: 65086 706 Trail
City: Falls City State: NE Zip: 68355
Phone:

Bill To Information:

Company Name: Richardson County Sheriff's Office
Contact Name:
Address 1: 65086 706 Trail
City: Falls City State: NE Zip: 68355
Phone: 402-245-2479

Services

Quantity	Description
1	T.A.P. Officer Training Program - One Year Certification & Online University Access
1	* Send Anyone To Master Instructor Course in Omaha
30	* Up To 30 Licenses
1	* Next Certification Course - February 9-13th, 2026 in Omaha.

Your Price:	\$2,000.00
Sales Tax:	\$0.00
Up Front Total:	\$2,000.00

Prices are firm until 3/29/2026 5:00:00AM Terms: Due Upon Receipt

Quoted by: Justin Cherry

Accepted by: _____ **Date:** _____

Disclaimer

Additional Terms:

1. PARTIES

This Service Contract ("Agreement") is entered into by and between:

Complete Tactical Consultants, LL

13540 Discovery Dr.

Omaha, NE 68137

Phone: 844-327-8234

("CTC")

and

Richardson County Sheriff's Department

("Client")

2. SCOPE OF SERVICES:

CTC agrees to provide the following services to Client:

Access for 30 officers to the Tactical Athlete Program (T.A.P.) Online University, including:

Certification in Fitness & Nutrition, Mental Health Awareness, Stress Management, De-Escalation, Use-of-Force Case Law, Report Writing, and Defensive Tactics.

Interactive training videos, curriculum, and 24/7 access to online platform via mobile and web.

Online agency dashboard for monitoring progress, test scores, and completed training hours.

Unlimited Master Instructor & Instructor Certifications

Unlimited Recertifications

5-Day / 40-Hour Master Instructor Certification Course

Integration of the TAP system into agency-wide training protocols.

3. CONTRACT TERM & PRICING:

Contract Term: Three (3) Years

Annual Billing: Billing will be on an annual basis beginning 30 days after signing, with payment due upon receipt for first and subsequent years.

Total Due: \$2,000.00 Per Year

Payment Terms: Due Upon Receipt

4. ADDITIONAL TERMS

CTC operates as an Independent Contractor.

Payment must be received a minimum of 21 days prior to any onsite services.

All payments are non-refundable.

The Master Instructor Certification must be renewed every 2 years.

Payment accepted via Check, Visa, Mastercard, AmEx, Discover, or ACH.

This Agreement is governed by the laws of Nebraska; venue shall be in Sarpy County.

5. OPTIONAL SERVICES

Expert testimony and legal consultation from CTC's Use of Force instructors may be available for certified personnel .

Additional fees apply and will be quoted separately upon request.



COMPLETE TACTICAL
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HOW TO IMPLEMENT THE TACTICAL ATHLETE PROGRAM INTO YOUR AGENCY

Tactical Athlete Program (T.A.P.) Implementation Guide

Overview

The Tactical Athlete Program (T.A.P.) integrates law enforcement strategies, professional athletic tactics, medical insights, and elite combat techniques. This holistic approach aims to transform the training culture in law enforcement worldwide, addressing the critical issue of inadequate training and creating a complete solution to revolutionize training in the sector.

Certification Pathways

- **Master Instructor Certification:**
 - **Requirement:** Completion of the T.A.P. Master Instructor Course (5 days).
 - **Validity:** 2 years.
- **Instructor Certification:**
 - **Requirement:** Completion of the T.A.P. Instructor Course (5 days), conducted by either CTC Staff Instructor or a certified T.A.P. Master Instructor.
 - **Validity:** 2 years.
- **Officer Certification:**
 - **Requirement:** Completion of the online Tactical Athlete Program Certification Course and 32 hours of Hands-On training by Certified Master Instructor or Instructor. Instructors keep internal training records to stay certified.
 - **Validity:** 1 year with **annual** recertification.

Administration and Implementation

- **Appointment of Administrators:** Certified Instructors or Master Instructors appoint administrators to monitor and manage staff training via the T.A.P. LMS platform.
- **Agency Program Enrollment:** Agencies can send an *unlimited number* of officers to Complete Tactical Consultants (CTC) in Omaha, NE, for Master Instructor certification, enabling them to certify instructors, officers and oversee officer training through the LMS T.A.P. platform.
- **Master Instructor Role:** Master Instructors will need to be experts and be able to teach and implement all the content in Master Instructor Course, Instructor Course and Certification Course. They can certify anyone as an Instructor or an Officer that has the T.A.P. Platform they must be on the platform to receive a certification from a T.A.P. Master Instructor.

Program Content and Structure

- **Curriculum Adoption:** Certified Officers, Instructors, Master Instructors must adhere to the Tactical Athlete Program's comprehensive online curriculum, including courses, lesson plans, videos, tests, quizzes, class structures, and overall course content.

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COMPLETE TACTICAL
CONSULTANTS

HOW TO IMPLEMENT THE TACTICAL ATHLETE PROGRAM INTO YOUR AGENCY

Recertification Process

- **Master Instructors:** Biennial recertification at CTC headquarters after completing the Master Instructor Course.
- **Instructors:** Options include attending the Master Instructor course at CTC or undergoing a modified Instructor Course led by a Master Instructor that is a biennial internal recertification.
 - **Online Training:** A 4-hour session covering Mental Health, Verbal De-escalation, and Legal Use of Force with Report Writing.
 - **Hands-On Training:** A 12-hour (block) practical session tailored by the certified T.A.P. Instructor or Master Instructor.
- **Officers:** Annual recertification after the first year.
 - **Online Training:** A 4-hour session covering Mental Health, Verbal De-escalation, and Legal Use of Force with Report Writing.
 - **Hands-On Training:** A 4-hour (block) practical session tailored by the certified T.A.P. Instructor or Master Instructor.

Documentation

- Certification forms are accessible in the "T.A.P. Curriculum Files" for record-keeping.

Benefits for Agencies

- **24/7 Web Portal Access:** Continuous access to the C.T.C Learning Management System Online Platform. A system to monitor officer training, lesson plans, and certifications.
- **Holistic Training:** Encompasses Wellness, Fitness, Nutrition, Mental Health Awareness, De-escalation Techniques, Officer Stress Management, Performance Enhancement, Legal Use of Force, Report Writing, and Effective Control Tactics.
- **Positive Outcomes:** Reduction in use of force incidents, improved officer morale, promotion of healthy lifestyles, increased self-confidence, and enhanced community relations.
- **Cost Efficiency:** Notable reductions in operational, officer retention, training, insurance, and liability costs.
- **Control:** Agencies retain maximum control over officer training schedules, certification, and overall management.

Program Essence

T.A.P. offers a comprehensive solution for law enforcement training, emphasizing a multifaceted approach to address the challenges in law enforcement training culture.

COMPLETE TACTICAL
CONSULTANTS



www.iadlest.org

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Main: (208) 288-5491 Fax (800) 783-6438

November 13, 2024

Ryan Jensen
Complete Tactical Consultants
13540 Discover Drive
Omaha, NE 68137

Mr. Jensen,

Congratulations to **Complete Tactical Consultants** for achieving the IADLEST National Certification Program Seal of Excellence for the below-listed training course:

24970-2411 – Tactical Athlete Program Instructor Course – 40 hours – in-person

Our assessment team has thoroughly reviewed your materials and your course has passed the rigors of our independent review process. You have earned the privilege of displaying the National Certification Program Seal on the First Forward Website and mentioning your certified status using our NCP Mark on your other advertising specific to this course. Here is a link to the NCP display guidelines:

<http://iadlest-ncp.org/iadlest-certified/>

In addition, I have attached our policy on certificate distribution and fees with the NCP seal. Please review the document and feel free to contact me with any questions.

Your training course will expire on **November 14, 2026**, and we hope you will resubmit for additional review and approval. We will publish your course in the catalog as soon as possible.

Sincerely,

Andrew Birozy
IADLEST Project Manager
National Certification Program

Attachments: Final Assessment Report
IADLEST NCP Certificate Policy

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