

RESOLUTION #2023-03
BOARD OF COUNTY COMMISSIONERS
CHERRY COUNTY, NEBRASKA

BE IT RESOLVED BY THIS BOARD OF COUNTY COMMISSIONERS THAT: the Chairman be and is hereby authorized to execute Agreement No. XL2305 between Cherry County, Nebraska and the State of Nebraska, Department of Transportation for Minnechaduza Creek Bridge – State Highway Detour Project No. STP-12-2(106).

Adopted this 28th day of March 2023 at Valentine, Nebraska.

The County Board of Cherry County, Nebraska:

Board Member _____

Moved the adoption of said resolution.

Member _____ seconded the motion.

Roll call: ____ Yes ____ No ____ Abstained ____ Absent

Resolution adopted, signed, and billed as adopted.

Attest:

Brittney Longcor
Cherry County Clerk

DECLARED SURPLUS IN THE 11/14/2022 COMMISSIONER'S MEETING

	UNIT NUMBER	MAKE	TYPE	MFG YEAR	MODEL	VIN/SERIAL#	PURCHASE PRICE
STILL ON INSURANCE	1-200	FORD	CREW PICK UP	2003	F250	1FTNW21P83ED79459	\$12,900.00
STILL ON INSURANCE	1-214	FORD	4DR EXT CAB	2004	F350	1FDSX31P94EC47684	\$17,800.00
STILL ON INSURANCE	1-215	FORD	4DR EXT CAB	2006	F250	1FTSX21P86ED20190	\$17,000.00
REMOVED FROM INSURANCE	1-300	CHEVY	PICKUP	2004	K2500	1GCGK23U74F180857	\$15,200.00
REMOVED FROM INSURANCE	1-308	CHEVY	PICKUP	2004	K2500	1GCHK23UX4F175608	\$16,500.00

NOTICE TO BIDDERS IN 11/23/22, 11/30/2022 AND 12/7/2022 PAPERS

TO BE DECLARED SURPLUS AT COMMISSIONER'S MEETING

THESE TWO ADDED 3/22/23 FOR SURPLUS

STILL ON INSURANCE	1-103	CHEVY	PICKUP	2004	2500HD	1GCHK24U84E106422	\$15,500.00
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**SITE DISPOSAL/DEVELOPMENT ANNOUNCEMENT
NOTIFICATION OF UNITED STATES POSTAL SERVICE PROJECT**

TO: GOVERNOR JIM PILLEN

Office of Governor Jim Pilen
P O Box 94848
Lincoln, NE 68509

*Cory Funchess
County Commissioner*

PROJECT NAME: KILGORE NE MAIN POST OFFICE

PROJECT NUMBER: Q08265 CE-28-028

FINANCE/SUBLOCATION NUMBER: 304875-003

PROPOSER FEDERAL AGENCY:

**United States Postal Service
Western Facilities
200 E Kentucky Ave
Denver, CO 80209-4058**

RESERVED FOR CLEARINGHOUSE INTERNAL COMMENT:

TYPE OF ACTION(S):

New Facility – Postal Owned	<input type="checkbox"/>
New Facility – Postal Leased	<input checked="" type="checkbox"/>
Acquisition of Land/Building	<input type="checkbox"/>
Lease of Land/Building(s)	<input checked="" type="checkbox"/>
Disposal/Development of Property	<input type="checkbox"/>
Use Change	<input type="checkbox"/>
Lease & Renovate Existing Bldg.	<input type="checkbox"/>
Environmental Issue	<input type="checkbox"/>
Other (Explain)	<input type="checkbox"/>

DESCRIPTION OF ACTION(S):X

The United States Postal Service is working to replace a prior building space which was unfit for USPS customers and employees.

As part of this action, the United States Postal Service is looking to lease a building of approximately 700 SF or lease land that is suitable for compact building within one mile of former Kilgore NE MPO .

ESTIMATED PROJECT SIZE:

Building Size: 700 net square feet
Site Size: approximately 14,000 SF.

PROJECT SCHEDULE:

Start: November 15, 2021
Estimated Completion Date: Spring 2024

NEXT SCHEDULED PUBLIC ACTION:

A postcard will be sent to the community that will be affected by the relocation. There will be a media release and relocation information posted in the current location. No further public action will be taken.

RESPONSE DEADLINE TO THE UNITED STATES POSTAL SERVICE IS 60 DAYS.

Deadline Date: 05/16/2023

This notification is sent in accordance with USPS policy to voluntarily comply with the Intergovernmental Cooperation Act of 1968 (31 U.S.C. 6501) which provides for cooperation with federal, state, local and area planning agencies in the development of facilities.

Date: March 14, 2022

John Frederics, Real Estate Specialist
200 E Kentucky Ave
Denver, CO 80209-4058
Telephone: 303-264-0406
Email: john.j.frederics@usps.gov



UNITED STATES
POSTAL SERVICE
RES FREDERICKS

SOUTH DENVER FACILITIES OFFICE
200 E. KENTUCKY AVENUE
DENVER, CO 80209-4058

CERTIFIED MAIL



7015 1730 0000 3360 9012

DENVER CO 802

15 MAR 2023 PM 8 L



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

CHERRY COUNTY COMMISSIONER MIKE Mc CONAUGHEY
34105 US HWY 20
MERRIMAN, NE 69218

69218-655005



LINCOLN OFFICE

301 South 13th Street, Suite 500
Lincoln, Nebraska 68508-2578
Telephone (402) 437-8500
Fax (402) 437-8558

**WOODS|AITKEN** LLP**DENVER OFFICE**

7900 East Union Avenue, Suite 700
Denver, Colorado 80237-2741
Telephone (303) 606-6700
Fax (303) 606-6701

OMAHA OFFICE

10250 Regency Circle, Suite 525
Omaha, Nebraska 68114-9625
Telephone (402) 898-7400
Fax (402) 898-7401

PAMELA J. BOURNE

DIRECT: (402) 898-7423
PBOURNE@woodsaitken.com
www.woodsaitken.com

WASHINGTON, D.C. OFFICE

5335 Wisconsin Avenue, N.W., Suite 950
Washington, D.C. 20015-2163
Telephone (202) 944-9500
Fax (202) 944-9501

Please respond to Omaha address

March 22, 2023

VIA EMAIL

Cherry County, NE
Martin DeNaeyer, Chairman
Board of Commissioners
365 N Main Street
Valentine, NE 69201

Re: Representation

Dear Mr. DeNaeyer:

We are pleased to confirm the engagement of Woods Aitken LLP (the “Firm”) to Cherry County (hereinafter, “you,” “your” or the “Client”). Consistent with our Firm’s practice and in the interest of all the parties, we are providing this engagement letter (hereinafter, the “Letter”) to set forth the details of our relationship.

1. Scope of Engagement.

You have asked the Firm to represent the Client regarding matters within the scope of the NIRMA hotline, as well as any other matter to which Client requests representation and the Firm accepts. Please note that the Firm will provide zealous advocacy with respect to any matters for which it is engaged, but does not make any representations or guarantee concerning the outcome of any proceeding, dispute, or negotiation.

2. Communication.

2.1 Methods of Communication in General. The Firm regularly utilizes email and phone to communicate with clients. The email address we have on file for you is clerk@cherrycountyne.gov. The phone number we have on file for you is (402) 376-2771. Please notify the Firm promptly of any changes to this information.

2.2 Electronic Communication Disclosure. The Firm routinely utilizes computer communications, both on the Firm's internal computer network and via the internet. These communications include unencrypted email to and from clients and third parties, and computer file attachments to those email messages in various file formats such as Word, Excel, PDF, and others. Absolute confidentiality of the contents of these unencrypted communications, including the attachments, cannot be guaranteed because internet communications by their nature can be intercepted by intermediate computers, and because third parties sometimes illicitly exploit internal computer networks. By signing this Letter, you consent to the Firm's exchange of client confidential material via unencrypted computer communications. This consent will remain in effect unless and until you revoke it in writing.

3. Attorney Billing Rates and Expenses.

3.1 Basis of Costs. In general, expenses associated with our representation are based on the time spent by attorneys, as well as paralegals and other staff. Additional charges may also be incurred including but not limited to the expenses detailed in this Letter. Should the expenses or bases alter from the terms described in this Letter, the Firm will notify you promptly.

3.2 Attorney Billing Rates. My billing rate for this matter is \$325 per hour and Ashley Connell's rate is \$215 per hour. Should other attorneys or staff participate in our representation of you, know that associate and partner rates may vary, as do the rates of paralegals and legal assistants. You will receive itemized breakdowns detailing how time was spent. Our hourly rates are adjusted periodically.

3.3 Potential Additional Expenses. You may also receive charges for costs and out-of-pocket expenses incurred by the Firm related to our provision of services to you. When incurred, these costs may include, but are not limited to travel, filings (corporate, court, or administrative documents), legal publications, deposition costs and/or services, litigation vendor services, postage, use of computerized research tools such as Westlaw, investigators, costs associated with voluminous record production and copying, or other experts' services. Enclosed is a list of charges for these various expenses that you might expect. Unless special arrangements are made, third-party invoices for fees and expenses exceeding \$300.00 will be forwarded to you for direct payment.

3.4 Monthly Statements. Itemized statements for services rendered and costs incurred will be provided monthly and are due and payable upon receipt. To enroll in paperless billing and receive your invoices via email, ***please fill out and return the Paperless Billing Information sheet*** included with this Letter. We reserve the right to halt the provision of services or to withdraw our representation at any time for failure to make payment of our fees or costs on a timely basis; and we reserve the right to require advances for fees and costs should currently unforeseen circumstances arise.

4. Conflicts of Interest.

4.1 No Conflicts at this Time. Prior to sending you this Letter we conducted a conflict-of-interest review. To date, it does not appear any conflict of interest exists relating to our representation of you in this matter. If any conflict of interest should arise, we may be required to withdraw our representation and you may need to obtain new counsel. Although we do not believe that there is any conflict of interest at this time, we bring this to your attention now, due to the nature of conflicts of interest and the various ways they may arise.

5. Termination of Representation.

5.1 Automatic Termination from Lapse of Time. In the event our Firm does not provide billed-for services for a period of six consecutive months, the Firm's engagement by you will automatically conclude and our attorney-client relationship will cease without any further action by you or the Firm. Upon termination or withdrawal, you remain liable for any accrued fees and costs as of the date of termination.

5.2 Termination by You or the Firm. You may terminate representation at any time, and for any reason. Likewise, the Firm may terminate representation in accordance with Rule 16.1 of the Rules of Professional Conduct.

6. File Destruction.

Upon the conclusion of the Firm's representation of you, and upon payment of all fees and costs owed to the Firm, you may take possession of all documents and files other than the Firm's work product documents and internal notes and memorandums. If you have not taken possession of such files prior to the expiration of two years following the conclusion of representation, you authorize the Firm to destroy all documents and files related to the Firm's representation of you in the regular course of its business.

7. Dispute Resolution.

If any dispute should arise regarding our representation of you, we want to settle it quickly and fairly. We will try to do so through discussion. If we are unsuccessful, then we both agree to resolve any dispute arising between us by prompt, confidential and binding arbitration pursuant to the rules of the American Arbitration Association. The arbitration will be held in Omaha, Nebraska. The decision of a sole arbitrator will be binding.

Cherry County, NE
March 22, 2023
Page 4

If at any time you have any questions regarding the fees or costs incurred in this matter, or any other matters, please do not hesitate to contact me. We appreciate the opportunity to be of service to you and we look forward to working with you.

Please indicate your acceptance of this agreement by executing and returning an executed copy of the Letter to us at your earliest convenience.

Very truly yours,



Pamela J. Bourne
of Woods Aitken LLP

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.

Accepted by: _____
*On Behalf of Cherry County, Nebraska and as
authorized by the Board of Commissioners*

Date: _____

Printed Name

Enclosures



WOODS|AITKEN^{LLP}

Potential Additional Expenses

Service	Cost (may vary)
Client Related Cash Advances	Actual Cost
Computerized Legal Research	\$0.80 per minute
Conference Calls	Actual Cost
Matter Related Services	Actual Cost
Mileage	Amount Allowable by IRS
Overnight Express Mail	Actual Cost
Photocopying and Printing	\$0.15/page (black and white) \$0.50/page (color)
Postage	Actual Cost
Travel	Actual Cost



WOODS|AITKEN^{LLP}

Paperless Billing Information

Our Law Firm offers an email-based paperless billing solution. This paperless option will reduce the amount of time it takes for our invoice(s) to reach you and will facilitate more efficient invoice processing. Please provide the following information to ensure you are enrolled in our paperless billing and invoices go to the correct email address:

Client Name: _____

Designated email address to receive invoices: _____

Billing Contact Name: _____

Contact Email Address (if different from above): _____

Telephone Number: _____

Invoices will be auto-emailed from billing@woodsaitken.com (public IP address 66.161.237.8). Please ensure that this email address will be received by your email system.

Please return this completed form with your engagement Letter.

Please contact **Vickie Starr** at Woods Aitken LLP with questions or comments at (402) 437-8574 or email at vsarr@woodsaitken.com.

Tax List Correction

CHERRY County, Nebraska

Property ID: 160039606 - RE (160039606)

Date: 03-21-2023

No: 4

Name and Address:

PORATH/GLENN

Description of Property:

NE NENW S1/2NW NESW N1/2SE 400 ACRES
12-33-30

Tax Year: 2022

10 School: 16-0006

District: VALENTINE ELEM 1

STMT: DUANE PORATH

89830 MARLBORO RD

VALENTINE, NE 69201

Stmnt No: 496

12-33-30 Ac: 400.000

* Tax Credit of 225.10 consists of 0.00 in Non-Ag, and 225.10 in Agland.

	Actual Valuation	Tax Rate	Consolidated Tax	Tax Credit *	Homestead Value	Homestead Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	176,000	0.99158300	1,745.20	225.10	0	0.00	0.00	760.05	760.05	1,520.10
Corrected Amount										
Additional Amount										
Deducted Amount										

Reason for Correction:

INCORRECT NAME ON TAX ROLL

I hereby direct the County Treasurer of CHERRY County to accept this Official Correction made for the above named party and description and to issue his receipt in payment of the corrected tax as shown above.

ALL CORRECTIONS MADE ON THE TAX ROLL MUST BE SHOWN IN RED.

Approved by action of the County Board

this _____ day of _____, _____

Chairman



160039606

By

Josephine Moulton
County Assessor - County Clerk

Deputy

Tax List Correction

CHERRY County, Nebraska

Property ID: 160002419 - RE (160002419)

Date: 03-21-2023

No: 5

Name and Address:

PORATH'S GTN LLC

Description of Property:

OT LOT 8 BLK 14 VALENTINE

Tax Year: 2022

5 School: 16-0006

District:

VALENTINE CITY

110 W 8TH ST

VALENTINE, NE 69201

Stmnt No: 9843

31-34-27

* Tax Credit of 17.28 consists of 17.28 in Non-Ag, and 0.00 in Agland.

	Actual Valuation	Tax Rate	Consolidated Tax	Tax Credit *	Homestead Value	Homestead Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	16,200	1.17933800	191.06	17.28	0	0.00	0.00	86.89	86.89	173.78
Corrected Amount										
Additional Amount										
Deducted Amount										

Reason for Correction:

INCORRECT NAME ON TAX ROLL

I hereby direct the County Treasurer of CHERRY County to accept this Official Correction made for the above named party and description and to issue his receipt in payment of the corrected tax as shown above.

ALL CORRECTIONS MADE ON THE TAX ROLL MUST BE SHOWN IN RED.

Approved by action of the County Board

this _____ day of _____,

Chairman



160002419

By

Jacqueline Moreland

County Assessor - County Clerk

Deputy

Tax List Correction

CHERRY County, Nebraska

Property ID: 160009855 -RE (160009855)

Date: 03-21-2023

No: 6

Name and Address:

HAM/JANET

Description of Property:

COLBURNS STRIP 100' WIDE & 550' E FROM &
PARALLEL TO W LINE AKA LOT 6 BLK 1
COLBURNS ADDITION

Tax Year: 2022

5 School: 16-0006

District: VALENTINE CITY

803 DONOHER ST #8

VALENTINE, NE 69201

Stmnt No: 5141

36-34-28

* Tax Credit of 7.24 consists of 7.24 in Non-Ag, and 0.00 in Agland.

* Tax Credit of 19.30 consists of 19.30 in Non-Ag, and 0.00 in Agland.

	Actual Valuation	Tax Rate	Consolidated Tax	Tax Credit *	Homestead Value	Homestead Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	6,795	1.17933800	80.14	7.24	0	0.00	0.00	36.45	36.45	72.90
Corrected Amount	18,110	1.17933800	213.58	19.30	0	0.00	0.00	97.14	97.14	194.28
Additional Amount	11,315		133.44	12.06				60.69	60.69	121.38
Deducted Amount										

Reason for Correction:

CLERICAL ERROR - IOLL ROLLOVER

I hereby direct the County Treasurer of CHERRY County to accept this Official Correction made for the above named party and description and to issue his receipt in payment of the corrected tax as shown above.

ALL CORRECTIONS MADE ON THE TAX ROLL MUST BE SHOWN IN RED.

Approved by action of the County Board

this _____ day of _____, _____

Chairman

County Assessor - County Clerk



160009855

By

Jacqueline Moulton

Deputy

Tax List Correction

CHERRY County, Nebraska

Property ID: 160249064 - PP (160249064)

Date: 03-21-2023

No: 7

Name and Address:

MILLER/PATRICIA A

Description of Property:

CODY'S HUSKER HUB
107 E NEBRASKA AVE CODY 69211

Tax Year: 2022

35 School: 16-0030

District: CODY VILLAGE

PO BOX 217
CODY, NE 69211

Stmnt No: 629

	Actual Valuation	Tax Rate	Consolidated Tax	Farmer Credit	Exemption Value	Exemption Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	5,773	1.65748600	95.70	0.00	0	0.00	0.00	47.85	47.85	95.70
Corrected Amount	0	1.65748600	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
Additional Amount										
Deducted Amount	5,773		95.70					47.85	47.85	95.70

Reason for Correction:

CLERICAL ERROR - DUPLICATION PER ACCELERATION 2021-9

I hereby direct the County Treasurer of CHERRY County to accept this Official Correction made for the above named party and description and to issue his receipt in payment of the corrected tax as shown above.

ALL CORRECTIONS MADE ON THE TAX ROLL MUST BE SHOWN IN RED.

Approved by action of the County Board

this _____ day of _____, _____

Chairman



160249064

By

Jacqueline Mordant
County Assessor - County Clerk

Deputy

Solutions Services Agreement

Cherry County Corrections



This Agreement ("AGREEMENT"), submitted as of this date of March 17, 2023 ("Submitted Date") between the **Cherry County Corrections**, with an address of 365 N Main St #9, Valentine, NE 69201 herein referred to as "PARTICIPANT" and ENCARTELE, INC. d/b/a CIDNET, a Nebraska corporation, with an address of 8210 S 109th Street, La Vista, NE 68128, herein referred to as "PROVIDER." PARTICIPANT and ENCARTELE are sometimes referred to individually as a "PARTY" or collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTICIPANT has requested, and PROVIDER has submitted, a proposal for the installation of hardware and software as outlined in Exhibit A of this AGREEMENT, attached hereto ("Exhibit A"), herein referred to as "SERVICES" and PARTICIPANT has agreed to accept the terms of the proposal presented;

WHEREAS, the SERVICES will be installed and operated in the PARTICIPANT'S facility and/or facilities, herein referred to as "FACILITY";

WHEREAS, PROVIDER shall provide the hardware, as set forth on Exhibit A (the "EQUIPMENT"), and will use that EQUIPMENT to operate PROVIDER'S proprietary software platform, as set forth on Exhibit A (the "SOFTWARE" and, together with the EQUIPMENT, the "SYSTEM") in PROVIDER'S performance of the SERVICES;

WHEREAS, PROVIDER will deliver the EQUIPMENT and provide the PARTICIPANT with a limited license to use the SOFTWARE, and the PARTICIPANT will accept the EQUIPMENT and make use of the SOFTWARE and the SYSTEM, in each case, pursuant to the terms and subject to the conditions set forth herein.

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

TERM: This AGREEMENT shall have a term of five (5) years commencing on 4/10/2023 ("Effective Date") and terminating sixty (60) months thereafter (the "Initial Term"). Upon completion of the Initial Term, this AGREEMENT will automatically renew for a term equal to one (1) additional year, beginning on the day after the last day of the Initial Term's expiration (the "Extended Term"), unless PARTICIPANT notifies PROVIDER in writing at least thirty (30) days prior to expiration of the Initial Term of their intent not to participate in the Extended Term. The Extended Term shall be upon the same terms and conditions as this Agreement, unless otherwise changed and agreed upon by both PARTIES in writing.

TERMINATION: This AGREEMENT may be terminated by either PARTY, for cause. In such case, the PARTY requesting termination (the "Terminating Party") must define in writing delivered to the other Party (the "Non-Terminating Party") the reason for said termination (the "Termination Notice") and allow the Non-Terminating Party the opportunity to cure the said reason within 30 days after receipt of the Termination Notice (the 'cure period'). If the said reason remains uncured after the expiration of said cure period, then the Terminating Party may terminate this AGREEMENT by written notice to the Non-Terminating Party.

REVENUE SHARING: The PARTICIPANT shall receive a revenue share as set forth in Exhibit B ("Revenue Share") on gross revenues generated from the SERVICES. PROVIDER shall pay the PARTICIPANT its Revenue Share monthly, sixty (60) days from the last day of the month that the Revenue Share is earned.

INSTALLATION: Prior to the Effective Date, PROVIDER will (i) deliver the EQUIPMENT to the FACILITY, (ii) load the SOFTWARE onto the EQUIPMENT, (iii) install the EQUIPMENT in designated locations within the FACILITY, (iv) reuse/extend existing data cables to necessary locations, (v) provide additional integration and provisioning services as necessary to prepare the SYSTEM for functional operation, and (vi) provide PARTICIPANT'S staff updated training on administrative SYSTEM features and functionality (collective, the "SYSTEM INSTALLATION SERVICES").

EXCLUSIVITY: For the duration of this AGREEMENT (which includes any extensions hereto, including the Extended Term), the PARTICIPANT agrees to use PROVIDER as the exclusive provider of the SERVICES listed in Exhibit A for the FACILITY and agrees not to use, purchase, lease or accept any software, equipment, or system, similar to the SOFTWARE, the EQUIPMENT, or the SYSTEM for use at the FACILITY.

EQUIPMENT TITLE: PROVIDER shall retain title to the EQUIPMENT and the SYSTEM, provided by PROVIDER, during the Initial Term and the Extended Term of this AGREEMENT. The PARTICIPANT agrees to make reasonable efforts to ensure that none of the EQUIPMENT is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.

NO COST SERVICE & MAINTENANCE: PROVIDER will, at its own expense and without charge to PARTICIPANT, service and maintain the EQUIPMENT in each FACILITY within the scope of work provided in the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement"). To the extent that PARTICIPANT requests PROVIDER to provide any additional labor or services which are outside the Service Agreement's Scope of Work or required as a result of misuse of the SYSTEM by PARTICIPANT or inmates, then PROVIDER at its option shall have the right to require reimbursement for such services at its Standard Service Rates. As of the Submitted Date, PROVIDER'S Standard Service Rates are \$60/hour, but PROVIDER reserves the right to increase its Standard Service Rates at any time. PROVIDER will service and maintain the EQUIPMENT in each FACILITY pursuant to the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement").

RATES: Inmates, friends and family, and visitors of the FACILITY shall be charged rates as outlined in the Revenue Share and Usage Rates in Exhibit B ("Rates") attached hereto ("Exhibit B"). PROVIDER reserves the right to change the Rates upon thirty (30) days' notice to PARTICIPANT.

SOFTWARE LICENSE: PROVIDER hereby grants to the PARTICIPANT a non-assignable and nonexclusive license to use the SOFTWARE for the limited purpose of providing the SERVICES outlined in Exhibit A to inmates at the FACILITY. Access is granted to the PARTICIPANT to view or monitor records relative to the SERVICES in accordance with the Terms of Use accepted by the FACILITY'S inmates and visitors.

SYSTEM INTEGRATION: The PARTICIPANT agrees to provide, when necessary, jail management software data or commissary inmate data for integration with the SYSTEM.

VIDEO MONITORING: The PARTICIPANT hereby agrees that PROVIDER shall have no obligation to review or monitor the contents of any video visit made or received using the SYSTEM and shall have no obligation to notify the PARTICIPANT in connection with any use or misuse of the SYSTEM. The PARTICIPANT hereby agrees that PROVIDER shall have no obligation to verify the users of the SYSTEM and shall not be liable for any use of the SYSTEM that is in violation of the Terms of Use accepted by the FACILITY'S inmates and visitors.

DISCLAIMER: PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SOFTWARE, EQUIPMENT, OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ADDITIONALLY, PROVIDER DOES NOT WARRANT THAT ITS SOFTWARE, EQUIPMENT, OR SERVICES WILL BE FREE FROM ERROR OR BE UNINTERRUPTED DURING THE INITIAL TERM OR EXTENDED TERM.

AGREEMENT DOCUMENTS: The attached Exhibit A, describing the Scope of Work, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit B, describing Revenue Share and Usage Rates, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit C, describing the Software and Hardware Service Level Agreement, is made part of this AGREEMENT, and is incorporated by this reference.

NO THIRD-PARTY BENEFICIARIES: The PARTIES do not enter into this AGREEMENT for the benefit of any person other than the PARTIES to this AGREEMENT, nor do they intend that any person be or become a third-party beneficiary to this AGREEMENT.

NON-ASSUMPTION OF LIABILITY: Neither PARTY shall be liable to anyone for the acts or failures to act of either PARTY, its agents, or employees. Further, notwithstanding anything herein to the contrary, neither PARTY shall be liable to the other, or to an inmate or inmate's family, for any incidental, indirect, special, consequential, or other damages or for lost profits even if advised in advance of the possibility of such. If PROVIDER is unable to perform due to events beyond its control, PROVIDER shall be relieved of its obligations so affected only for as long as such circumstances prevail.

BROADCAST APPLICATION TERMS: In the event that the PROVIDER Broadcast System is included in this AGREEMENT, PROVIDER will store and manage all content used for the PROVIDER Broadcast application for the Term of this AGREEMENT. When requested, PROVIDER will complete any content edits, revisions, or changes as directed by the PARTICIPANT within a reasonable amount of time as agreed upon by both PARTIES. PARTICIPANT is responsible for the cost of maintenance and replacement of all hardware related to the Broadcast Application, not provided by PROVIDER. PARTICIPANT must provide power outlets for operation of the Broadcast Devices.

FORCE MAJEURE: PROVIDER shall be excused from performance under this AGREEMENT to the extent such performance is prevented by any act of government or regulatory action, war, civil disobedience, terrorism, labor strike, or failure of a third party to perform. In addition, PROVIDER shall be excused from performance due to the failure, fluctuation, or outage of electrical power, heat, air-conditioning, internet service or equipment failure, or similar event beyond its reasonable control; provided, however, that PROVIDER shall use reasonable efforts to return to full performance as expeditiously as possible. PROVIDER reserves, but shall not unreasonably exercise, the right to renegotiate the terms of this AGREEMENT upon sixty (60) days advance written notice to PARTICIPANT when any government body, or its regulatory agents, change service rates, adopt restrictive regulations, or mandate operations by law, or where the inmate population or capacity of the FACILITY materially changes. PARTICIPANT acknowledges that the services provided by PROVIDER are subject to federal, state, and local regulatory requirements, and PROVIDER must perform in compliance therewith.

INDEMNIFICATION BY CONTRACTOR: Each Party (an "Indemnifying Party") will indemnify and shall keep, save, and hold the other party (the "Indemnified Party") harmless from and against loss and any and all claims, demands, causes of action, damages, costs or liability arising from or out of any breach of this AGREEMENT by the Indemnifying Party.

SEVERABILITY: If any provision of this AGREEMENT is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in full force and in effect.

LIABILITY LIMITATION: Notwithstanding anything to the contrary in this AGREEMENT, neither PROVIDER nor PARTICIPANT shall be liable to the other for any indirect, incidental, special, or consequential damages, loss of profit or income, or loss of data, regardless of cause. PROVIDER'S total liability to PARTICIPANT is to provide the EQUIPMENT, SYSTEMS, SERVICES, and Revenue Share to PARTICIPANT as is required by this AGREEMENT, and in no event shall PROVIDER'S aggregate liability arising out of or related to this AGREEMENT, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed an amount equal to: (i) the gross revenues generated from the SERVICES during the twelve (12) months preceding the applicable claim against PROVIDER, less (ii) the Revenue Share paid from PROVIDER to PARTICIPANT during such same twelve (12) month period.

NOTICES: All notice or other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given if delivered personally by hand, via overnight courier, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate PARTY at the following addresses or such other address as may be given in writing to the PARTIES:

PARTICIPANT	ENCARTELE Inc
365 N Main St #9, Valentine, NE 69201 Attn: Sharon Hesse	8210 S 109th Street, La Vista, NE 68128 Attn: Scott Moreland

GOVERNING LAW AND VENUE: This AGREEMENT shall be governed by the laws of the state of Nebraska (without regard to the choice of law provisions thereof), and the PARTIES agree that the venue for any legal proceedings or otherwise shall exclusively be in the state and federal courts located in the state of Nebraska.

ASSIGNMENT AND SUBCONTRACTING: This AGREEMENT, and the covenants and agreements contained herein, shall be binding upon and inure to the benefit of successors and assigns of the PARTIES hereto and may not be assigned by either PARTY hereto without the prior written consent of the other PARTY. Any attempt to assign this AGREEMENT in violation of this paragraph is void and of no effect.

CONFIDENTIAL INFORMATION: All non-public, confidential or proprietary information of PROVIDER, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by PROVIDER to PARTICIPANT, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this AGREEMENT is confidential, solely for the use of performing this AGREEMENT and may not be disclosed or copied unless authorized in advance by PROVIDER in writing. Upon PROVIDER'S request, PARTICIPANT shall promptly return all documents and other materials received from PROVIDER. PROVIDER shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to PARTICIPANT at the time of disclosure; or (c) rightfully obtained by PARTICIPANT on a non-confidential basis from a third party.

SOLE AND EXCLUSIVE AGREEMENT; MODIFICATION; WAIVER: This AGREEMENT represents the sole and exclusive agreement between the PARTIES hereto, and this AGREEMENT shall not be changed, modified, or amended except by a written agreement executed by the PARTIES. No waiver by PROVIDER of any of the provisions of this AGREEMENT is effective unless explicitly set forth in writing and signed by PROVIDER. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this AGREEMENT operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

SURVIVAL: Provisions of this AGREEMENT which by their nature should apply beyond their terms will remain in force after any termination or expiration of this AGREEMENT including, but not limited to, the following provisions: Confidential Information, Governing Law and Venue, and Survival.

COUNTERPARTS: This AGREEMENT may be executed in one or more counterparts, each of which is to be deemed an original, and all of which constitute, collectively, one AGREEMENT.

IN WITNESS WHEREOF: This AGREEMENT has been executed by each of the PARTIES by their duly authorized legal representatives.

X _____
PARTICIPANT Authorized Representative

Printed Name: _____

Title: _____

Acceptance Date: _____

X _____
ENCARTELE Authorized Representative

Printed Name: _____

Title: _____

Acceptance Date: _____

Exhibit A - Scope of Work

INSTALLATION OF EQUIPMENT: PROVIDER will furnish, test, and install the equipment listed in the table below to support the operation of the SOFTWARE and SERVICES at the FACILITY. PROVIDER reserves the right to add any additional equipment upon request from the FACILITY during the term of this AGREEMENT. Requests submitted by PARTICIPANT for additional equipment must be made in writing and if PROVIDER chooses to approve the request and install the requested equipment, the additional equipment will be included in the Scope of Work and once installed becomes subject to the terms and conditions of this AGREEMENT.

Current Equipment	Facility Locations	Total Quantity
Cid Voice Device	Housing Units – 7	7
Cid Device	Housing Units – 7 Visitation Area – 2	9
ADTRAN Gateway	Primary Network Room	1
Datto Network Switch	Primary Network Room	1

Additional Equipment	Facility Locations	Total Quantity
Cid Tab 6	Inmate Areas	8
Tablet Charging Bays (Holds 10 Tablets)	Administrative Area – 1	1

INTERNET: In the event that it is agreed that the Internet will be provided by the PARTICIPANT, PARTICIPANT will, at its sole cost, arrange for high-speed Internet service, both fixed and/or wireless, with a minimum system requirement of 80 kilobits per second per audio phone applications, and 500 kilobits per second upload speed and 500 kilobits per second download speed per video device applications, and any equipment associated therewith to be provided to the FACILITY, and the PARTICIPANT will maintain the high-speed Internet service and any equipment associated therewith. The PARTICIPANT will provide, at its sole cost, the electricity necessary to run, install and service the high-speed Internet Service and operation of EQUIPMENT. The PARTICIPANT will provide PROVIDER an SSID for the operation of the EQUIPMENT required to utilize a wireless internet connection.

PARTICIPANT WILL provide Internet for the SYSTEM and SERVICES as indicated.

PARTICIPANT WILL provide a Wi-Fi Network for the SYSTEM and SERVICES as indicated.

Exhibit B - Revenue Share on Bandwidth Utilization

Revenue Share

The following table outlines the monetary rates borne by those using the communication services related to PROVIDER systems. PROVIDER has outlined the Revenue Share payments to be made to PARTICIPANT on the gross billed revenue generated from PROVIDER SERVICES. Revenue Share payments are made to PARTICIPANT 60 days after the month in which they are earned.

Service	Rate	PARTICIPANT Cash Revenue Share
PROVIDER Voice	\$0.30 per megabyte	20%
PROVIDER Video	\$0.30 per megabyte	20%
PROVIDER Mail	\$0.30 per megabyte	20%

Exhibit C - Software and Hardware Service Level Agreement

Support and maintenance will be provided through phone support, remote access, remote testing, and on-site labor. Phone support, remote access, and remote testing of EQUIPMENT are available between 9:00 a.m. and 6:00 p.m. on business days. To the extent that any service window described herein is not practicable given the security protocols at the applicable facility, the parties will work together to address the problem in a timely manner.

Maintenance/repair calls from the facility will be resolved in the manner outlined in this section (subject to the limitations set forth above):

"Major Emergency" shall be defined as an occurrence of any one of the following conditions:

- A failure of any hardware that prohibits system operation.
- A failure of network equipment due to inclement weather, lightning storms, etc. that prohibits system operation.

For a "Major Emergency", PROVIDER will attempt to respond to the service problem within thirty (30) minutes of the initial trouble report by the facility through the use of remote testing or access. If the system is not accessible for remote access, PROVIDER will dispatch a qualified technician on-site at the facility.

"Minor Failure" shall be defined as a system failure or problem other than a "Major Emergency" item as listed above.

For a "Minor Failure" PROVIDER will attempt to respond to the service problem within four (4) hours of the initial trouble report using remote testing or access or, if the Routine Service is an issue/defect, the issue/defect will be resolved using the Support Ticket Process described below. In the event of minor failure, PROVIDER will ship necessary parts for facility staff or PROVIDER technicians to conduct maintenance or repairs.

SUPPORT TICKET PROCESS: All service and support activities are managed through the PROVIDER Ticketing System. PARTICIPANT agrees to use the ticketing system as a means to contact PROVIDER when requesting service and support related to the operation of the SYSTEM. When a ticket is submitted by an employee at the Facility, PROVIDER will observe the following process.

1. When the ticket is submitted by the Facility, an automated email notification will be sent to the PROVIDER group support email and the email of the assigned Solutions Advisor.
2. The ticket is assigned to PROVIDER Facility Support Representative, and the status is changed from 'Pending' to 'In-Progress'.
3. Support Representative analyzes the contents of the ticket and classifies it as a Major Emergency or Minor Failure.
4. Activities necessary to fulfill support requests are conducted within the confines of PROVIDER's ability to provide a solution. This includes but is not limited to answering questions, gathering additional information, troubleshooting issues, testing equipment, dispatching field technicians, and conducting service labor. Once the necessary labor is conducted to the satisfaction of the Facility, the status of the ticket is manually changed from 'In-Progress' to 'Complete'.
5. The completed ticket is reviewed by PROVIDER's Administrative Support Team for quality assurance purposes. If the ticket meets or exceeds the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'Closed'. If the ticket does not meet or exceed the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'In-Progress' and additional support activities listed in step 4 are conducted.
6. All closed tickets are archived in the PROVIDER system for review.

AGREEMENT

STATE OF NEBRASKA, DEPARTMENT OF TRANSPORTATION
COUNTY OF CHERRY
PROJECT NO. STP-12-2(106)
CONTROL NO. 80944
MINNECHADUZA CREEK BRIDGE – STATE HIGHWAY DETOUR

THIS AGREEMENT is between the County of Cherry ("County") and the State of Nebraska, Department of Transportation ("State") collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the State intends to improve State Highway N-12 ("N-12"), at the location as shown on Exhibit "A"; and

WHEREAS, State has determined under the authority of Neb. Rev. Stat. §39-1346 and 39-1347 it is necessary to establish a detour during the construction of the above said project on a designated county road, as shown on Exhibit "B"; and

WHEREAS, County Board has authorized the Chairperson to sign this agreement, as evidenced by the Resolution of the County Board, as shown on Exhibit "C".

NOW THEREFORE, in consideration of these facts and the mutual promises of the Parties hereto, the Parties agree as follows:

SECTION 1. PROJECT IMPROVEMENTS

State intends to improve N-12 at the location shown on Exhibit "A", attached and incorporated herein by this reference. This project will remove and replace the bridge over the Minnechaduza Creek (Structure Number S012 00398) at mile marker (MM) 3+98, 0.15 miles south of the junction of N-12 and Spur S-16A. Guardrail will be replaced with surfacing underneath. Curb and flume will be replaced as needed. A detour for highway traffic will be required for construction of the project. Rehabilitation of the bridge structure will necessitate the closure of N-12 to all traffic for approximately 115 working days and state highway traffic will be detoured onto County Roads.

SECTION 2. STATE'S AUTHORITY

County recognizes that State has statutory authority under Neb. Rev. Stat. §39-1346 to designate County Roads as a detour for the State Highway System.

SECTION 3. STATE HIGHWAY DETOUR

The proposed detour route will utilize N-12, County Roads Whitetail Rd (905th Rd), Nolett Rd, and 906th Rd, and State Highway US-83, as shown in Exhibit "B", attached and incorporated herein by this reference.

SECTION 4. PRECONSTRUCTION INSPECTION

The Parties agree the State's Project Manager and County's Highway Superintendent will inspect and document the conditions of the county roads to be designated as a state highway detour prior to and after their use as a detour route.

SECTION 5. COUNTY ROAD MAINTENANCE

A portion of the proposed detour route, Whitetail Rd (905th Rd), Nolett Rd, and 906th Rd is under the jurisdictional responsibility of County under Neb. Rev. Stat. § 39-2105. The Parties recognize that the additional traffic detoured onto Whitetail Rd (905th Rd), Nolett Rd, and 906th Rd will require County to expend additional effort to keep the detour route in suitable condition for highway traffic. It is anticipated that roadway grading and the placement of crushed rock or gravel will be required on the county roads prior to the use as a detour. This initial work will be provided by the State.

During the time the detour is active, County agrees to maintain the county roadways upon which State traffic is detoured, a minimum of once a week. State agrees to reimburse County at a rate of \$55.00 per hour for approximately two hours of work each week and for the actual cost of any gravel necessary to maintain the detour. At the conclusion of the use of the detour, County will submit an invoice for its reimbursable maintenance efforts to the State's District 8 Project Manager. This amount will not exceed \$12,000 unless State provides written approval. State will make every effort to reimburse the County within 30 days of receipt of invoice.

SECTION 6. TRAFFIC CONTROL

State agrees to erect and maintain road closure and detour signing. All signing shall be in conformance with the Manual of Uniform Traffic Control Devices (MUTCD), current version.

SECTION 7. POST CONSTRUCTION INSPECTION

Upon completion of State's project, State's Project Manager and Cherry County representative(s) will inspect the surface conditions of County Roads. State agrees to compensate County for damages along the proposed detour route caused by the normal use of the detoured State Highway traffic. County will submit an invoice for the agreed upon reimbursable costs to the State's Project Manager. State will make every effort to reimburse the County within 30 days of the invoice submittal. County will continue to have jurisdictional responsibility for Whitetail Rd (905th Rd), Nolett Rd, and 906th Rd .

SECTION 8. AUTHORITY TO SIGN

The County Board has authorized the Chairperson of the Board to execute this Agreement, as evidenced by the Resolution of the County Board, attached as Exhibit "C" and incorporated herein by this reference.

SECTION 9. SEVERABILITY

In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a waiver or a subsequent breach of the same by the other party.

SECTION 10. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party.

EXECUTED by the County this _____ day of _____, 20____

WITNESS:

COUNTY OF CHERRY

County Clerk

Chairperson, County Board

EXECUTED by the State this _____ day of _____, 20____

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Mick Syslo, P.E.

RECOMMENDED:
Mark Kovar, P.E.

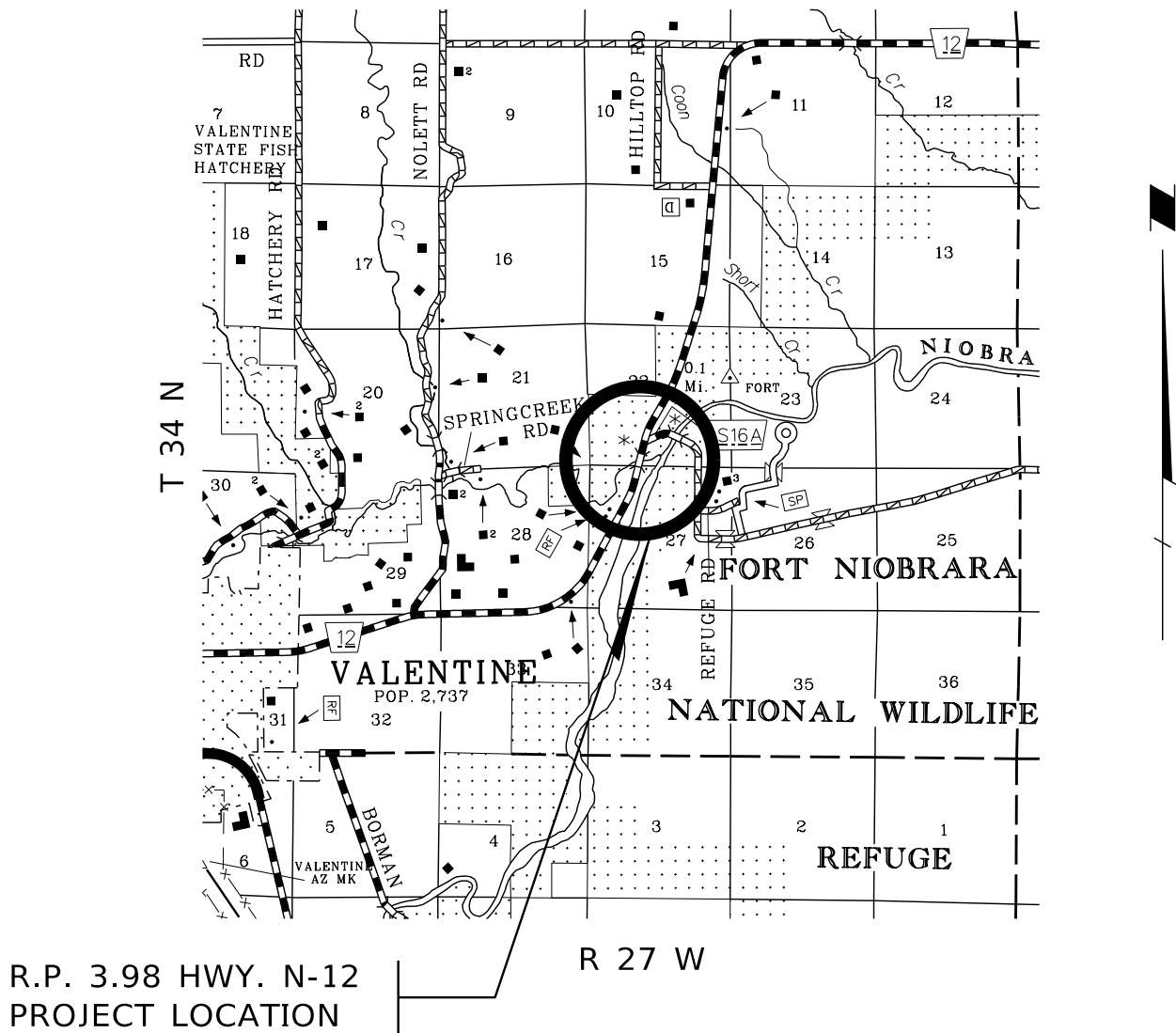
Roadway Design Engineer

District 8 Engineer Date

MINNECHADUZA CREEK BRIDGE STP-12-2(106)

C.N. 80944
CHERRY COUNTY

EXHIBIT A



Detour Map, Exhibit B

Minnechaduza Creek Bridge

STP-12-2(106) C.N. 80944

Below is the location of the proposed project as well as the proposed detour route.



U.S. Department of Transportation
Federal Highway Administration

NEBRASKA
Good Life. Great Journey.
DEPARTMENT OF TRANSPORTATION