

AGENDA
CHERRY COUNTY BOARD OF COMMISSIONERS
Cherry County Courthouse, Commissioners Meeting Room
Tuesday, May 28, 2024 @10:00 a.m.

1. Call Meeting to Order, Roll Call, Open Meetings Act Announcement, and Pledge of Allegiance
2. Discuss/Act – Approve Minutes
3. Discuss/Act – Approve Claims
4. New Business
 - a. 10:15 a.m. Cherry County Noxious Weed Update
 - b. 10:30 a.m. Cherry County Ag Society Update
 - c. Cherry County Roads Update
 - d. Cherry County Emergency Management Update
 - e. Discuss/Act – Statement of Acceptance of Possession and Future Responsibility
Re: AOCF Courtroom Technology
 - f. 11:00 a.m. In Memory of Zale Quible Message
 - g. Zoning Administrator Interview(s)
 - h. Discuss/Act – Zoning Administrator Position
 - i. Discuss/Act – TimeClock Plus Users & Hardware Installation
 - j. 1:00 p.m. Public Comment
 - k. 1:15 p.m. Board of Equalization
 1. Discuss/Act – Tax List Correction(s)
 2. Discuss/Act – Motor Vehicle Exemption(s)
 3. Bryan Hill, Lake Mac – Discussion re: Assessment Review & Cody Village Revalue
 4. Discuss/Act – June & July BOE Meeting Schedule
 - l. 1:30 p.m. Board of Corrections
 1. Staff & Census Update
 2. Jail Standards re: Cross Training Requirement
 3. Discuss/Act – Cherry County Justice Employees Cross Training Requirement re:
Resolution #2023-13
 4. Discuss/Act – Approve IDEMIA LiveScan Extension to Maintenance and Support
Agreement #007044-000
 - m. 2:00 p.m. Cherry County Visitor Promotion Board & Mid Plains Community College re:
Agreement for Joint Convention Center at MPCC
5. Adjournment

This is an open meeting of the Cherry County Board of Commissioners. Cherry County abides by the Nebraska Open Meetings Act in conducting business. If necessary, Cherry County reserves the right to adjust the order of items on the agenda and to modify the agenda to include items of an emergency nature. The agenda shall be kept continually current and is available for public inspection at the Cherry County Clerk's Office during normal business hours.

May 16, 2024

Cherry County

365 N Main Street

Valentine, NE 69201

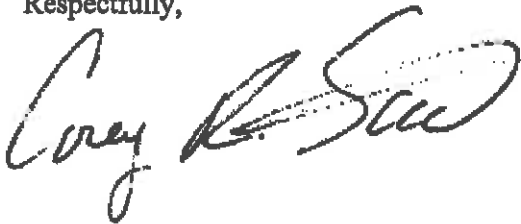
RE: Transfer of Ownership

Commissioners,

Please review the attached inventory listing of courtroom technology items that the Nebraska Administrative Office of Courts and Probation (AOCP) has purchased and installed for the County. This is pursuant to a Memorandum of Understanding entered into between the AOCP and County for transfer of courtroom technology.

Accompanying the inventory listing is a Statement of Acceptance of Possession and Future Responsibility Statement. Please sign and return a copy to the AOCP for their records.

Respectfully,

A handwritten signature in black ink, appearing to read "Corey R. Steel". The signature is written in a cursive style with a large, sweeping "C" at the beginning and a long, horizontal stroke at the end.

Corey R. Steel

State Court Administrator

Nebraska Judicial Branch

Statement of Acceptance of Possession and Future Responsibility

The County of Cherry accepts ownership of the items on the Inventory Listing as being accepted by the County with no exchange of funds necessary for the transfer. The County agrees that all future maintenance/repair/replacement/disposal outside of the technical support contract provided by the AOCF falls entirely to said county with no further monetary involvement on part of the State of Nebraska. The County acknowledges this equipment is outside of the State's statutory obligations under Neb. Rev. Stat. § 24-514.

By signing below, I acknowledge that I am an authorized representative of Cherry County. I accept and agree to the Statement of Acceptance of Possession and Future Responsibility above and have verified that all listed equipment on the inventory listing is accurate and in the county's possession.

(Signature)

(Title)

Date: _____

**Memorandum of Understanding
Nebraska Courtroom Technology Transfer of Ownership**

This Memorandum of Understanding is created to facilitate transfer of audio-visual components, equipment, or full systems (equipment) to be used in courtrooms located in the Cherry County courthouse. The agreement is made and entered into as of the date set forth below, by and between the Administrative Office of the Courts and Probation (AOCPP) and Cherry County, Nebraska (the county).

Signatories to this Memorandum of Understanding recognize such technology and equipment is in excess and outside of the AOCPP's statutory obligation to provide minimum standards of technology for Nebraska courtrooms per Neb. Rev. Stat. § 24-514. Further, the parties understand and recognize that no payment of funds is required to complete this transfer of ownership.

Therefore, the above-named parties agree to the following understandings:

- The AOCPP will provide upgraded equipment to be used only in the county's courtroom(s).**
- The AOCPP will facilitate installation of said equipment in the county's courtroom(s).**
- After installation and confirmation of working order, the AOCPP will transfer ownership of all equipment to the county by Statement of Acceptance which shall include a complete inventory listing.**
- The AOCPP will provide a five-year warranty and service plan for upgraded equipment in the county's courtroom(s), which begins on the first of the month following the substantial completion and usage of the upgraded equipment.**
- There is no payment of funds required to complete the transfer of ownership.**
- There shall be no further monetary involvement on the part of the AOCPP or State of Nebraska after the county accepts ownership of the equipment.**

- The county understands that upon transfer, the county is the owner of the equipment and responsible for determining and acting upon all future needs for repair, maintenance, replacement, and disposal of such equipment.
- The AOCF will not provide technical assistance or provide repair or maintenance for such equipment after transfer of ownership occurs.
- No equipment purchased with Federal Funds will be transferred to any county.
- All equipment shall become the property and responsibility of the county and will not be reclaimed by the AOCF at any future date.
- The AOCF and State of Nebraska releases any legal right or claim to such equipment after transfer occurs to the county.

In Witness Whereof, the parties hereto have entered into this Memorandum of Understanding as evidenced by their signatures below.

Corey R. Steel

Date: 1/6/2023

Corey R. Steel
State Court Administrator
Nebraska Judicial Branch

Debra Hard Loren Eggert
(Signature)

Date: 1/6/23

Debra Hard Loren Eggert
(Printed Name)

Clerk Magistrate Clerk of District Court
(Title)

Cherry County, Nebraska

Service Support Plan Includes



*Programming and firmware updates are included upon manufacturer releases and at the recommendation of the manufacturer and CTI

Plan Overview:

CTI is pleased to offer **CTI Complete**, a Service Agreement to support your AV system. The **CTI Complete Service Agreement** covers Display Systems, Video Systems, Audio Systems, Control Systems, Lighting Systems, Rack Accessories and Furniture, and miscellaneous cables, connectors, etc. within the equipment list contained in the contract documents.

This service plan provides audio/visual technical support and engineering services to ensure the maximum performance and reliability of your collaboration and communication technology, as well as programming updates, an on-line customer service portal and Critical Meeting Support.

Thank you for choosing CTI to support and maintain your technology investment. We value your partnership as your AV Solutions provider.

CTI Complete – Plan Summary:

- Labor for parts repair & replacement are covered for the duration of the agreement.
 - On-Site within 24-72 hours of initiated request when an emergency
- Any shipping/freight costs are covered within this agreement
 - 2-day shipping
- All parts are included, except for consumables

Your Service Location:

14990 Shepard Street #600
Omaha, NE 68138

Service@CTI.com
(800) 743-6051

Active Dates:	3/1/24-3/1/29
Service Agreement #:	SA22040307
Cust Name:	Cherry County
Address:	365 N Main St #11 Valentine NE 69201
Contact	Clerk Magistrate - Michaela Hobbs 402-378-2590 michaela.hobbs@nejudicial.gov Clerk of District Court - Lorana Eggert 402-378-1840 lorana.eggert@nejudicial.gov

Equipment List - Cherry County J22040307

Item	Item Description	Qty.
102030-A1	Cynap AV Solution	1
60-738-01	Extron ASA 111	1
846L	PanaVise Camera Mount	4
911.0450.900	Biamp Tesira FORTE AVB VT	1
920-007119	Logitech K400 Plus Touchpad Wireless Keyboard	1
997-5547-00	Planar Extended Arm Mount	1
997-9044-00	Planar 22" Display	6
997-9045-00	Planar 24" Display	1
AC-MX-1616	AVPro Edge 16x16 HDMI Matrix Switch	1
AC-SC2-AUHD-GEN2	AVPro Edge Scaler	1
AP-2410-15S	Atlas Vertical Power Strip	1
AP-S15A	Atlas 15A Power Conditioner and Distribution Unit	2
CV-0622-5MP	Marshall M12-Mount 6-22mm IR Varifocal Lens	4
CV504	Marshall Fixed HD Camera	4
FA250.4	Ashly Compact Amplifier	1
FAP63TC-W	Atlas Shallow Ceiling Speaker	10
FBA_202013-BLACK	Cable Matters USB to Ethernet Adapter	1
GS116PP-100NAS	Netgear AV Switch	1
HD-RX-4KZ-101	Crestron HDMI Receiver	9
HD-RX-4KZ-101-1G-B	Crestron HDMI Receiver Wall Plate	8
HD-TX-4KZ-101	Crestron HDMI Transmitter	17
INT-USB2-50C	Liberty USB 2.0 Extender Client Box	2
INT-USB2-50H	Liberty USB 2.0 Extender Host Box	2
IR SY5	Williams Sound Medium-area Infrared System	1
LFR-2122	Lowell 21RU Rack	1
LS-POE-1210G-2PCS	ipolex Active PoE Splitter	2
LTM1U	CHIEF Micro-Adjust Tilt Wall Mount Large	1
MX393/C	Shure Boundary Conference Microphone	2
OSP-MVS-3	Osprey Video 4x1 Quadview Camera Processor	1
POE KT1	Williams Sound Power over Ethernet	1
QB65R	Samsung 65" Display	1
RCK-25	Atlas Rack Caster Kit	1
RRD-21	Atlas Extra Rack Rails	1
RR21	Lowell Rack Rails	1
RS1215-RA	Liberty TrippLite 12 Outlet Rackmount Power Strip	1
SL102-75	Ergomart Limbo Low Profile Monitor Stand	3
TSW-760-NC-W-S	Crestron 7" Touch Screen	1
TSW-760-TTK-B-S	Crestron Tabletop Kit	1
VC-4-PC-3	Crestron Computer with Virtual Control Server Software	1

Tax List Correction

CHERRY County, Nebraska

Property ID: 160249085 - PP (160249085)

Date: 05-07-2024

No: **38**

Name and Address:

PITNEY BOWES INC
TAX DEPT

Description of Property:

Tax Year: 2023
5 School: 16-0006
District: VALENTINE CITY

600 N WESTSHORE BLVD SUITE 810
TAMPA, FL 33609

Stmnt No: 739

	Actual Valuation	Tax Rate	Consolidated Tax	Farmer Credit	Exemption Value	Exemption Credit	Penalty Tax	1st Half	2nd Half	Total Tax
Original Amount	48	1.08518800	0.52	0.00	0	0.00	0.00	0.26	0.26	0.52
Corrected Amount	0	1.08518800	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00
Additional Amount										
Deducted Amount	48		0.52					0.26	0.26	0.52

Reason for Correction: CLERICAL ERROR - ASSET DISPOSED

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 28th day of May, 2024

Chairman

County Assessor - County Clerk



160249085

By

Deputy

Original

File with the County Assessor on or before May 1, or a penalty will be assessed.

Personal Property Return

Nebraska Net Book Value

* Attach all supporting schedules

RECEIVED
4/26/23

Tax Year	2023
County Name	CHERRY

Please complete this return and file with the county assessor's office. Your county assessor may require a copy of your federal depreciation worksheet, if applicable.

Name and Mailing Address of Property Owner PITNEY BOWES INC TAX DEPT 600 N WESTSHORE BLVD SUITE 810 TAMPA, FL 33609 	Telephone Number 813-639-1110	Schedule Number 160249085
	Property Type Commercial	Tax District & Precinct/Township 5 VALENTINE CITY 16-0006
	Legal Description and / or Address of Property (if different than Mailing)	

Totals	Taxable Value	
1 Commercial and industrial property total (from schedule)	1	48
2 Agricultural machinery and equipment total (from schedule)	2	
3 TOTAL TAXABLE VALUE before exemptions (total of lines 1 and 2)	3	48

Describe any leased or consigned property in your custody, and list the name and address of the lessor or owner.	
Description of Property	Name and Address of Lessor or Owner

Under penalties of law, I declare that I have examined this return, including any attached schedules, and to the best of my knowledge and belief, it is correct and complete.

sign here Arund Mittal APR 25 2023

Signature of Property Owner and Title	Date	Daytime Phone Number	Email Address
Signature of Preparer	Date	Daytime Phone Number	Email Address

For County Assessor's Use Only	
Depreciation Worksheet Reviewed	PENALTY <input type="checkbox"/> 10% <input type="checkbox"/> 25%
Date _____ Initials _____	
Total personal property value exempted under Beginning Farmer Tax Credit Act	
\$ _____	

Return to: CHERRY COUNTY ASSESSOR, 365 N MAIN ST, STE 7, VALENTINE NE 69201

Signature of County Assessor  Date 11-22-23



Personal Property Schedule – Nebraska Net Book Value

* Attach as many schedules as necessary to your Nebraska Personal Property Return.
 * Retain a copy for your records.

Name on Personal Property Return PITNEY BOWES INC (160249085)	For Tax Year 2023
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Type of Property (Check only one box.)

Commercial and Industrial Property
 Agricultural Machinery and Equipment

You may include more than one item on a line ONLY when items were placed in service in the same calendar year and have the same recovery period.

(A) Item Name/Description	(B) Year Placed in Service	(C) Number of Items	(D) Nebraska Adjusted Basis	(E) Recovery Period	(F) Net Book Depreciation Factor	(G) Net Book Taxable Value (Col. D X Col. F) (Round to Whole Dollar)
HOMETOWN LUMBER 1001824665-0040883268	2019	0	\$ 192	5	24.99 %	\$ 48

TOTAL this page (if more than one schedule is used, total each page separately).
 Enter the total of all pages on line 1 or line 2, as appropriate, on the Personal Property Return . . .

\$ 48

File with the County Assessor on or before May 1, or a penalty will be assessed.

Personal Property Return

Nebraska Net Book Value

* Attach all supporting schedules

Tax Year 2023 *Corrected*
 County Name **CHERRY**

Failure to timely report all personal property on this return will result in a forfeiture of the exemption under the Personal Property Tax Relief Act for the personal property not timely reported on this return.

Name and Mailing Address of Property Owner PITNEY BOWES INC TAX DEPT 600 N WESTSHORE BLVD SUITE 810 TAMPA, FL 33609 11111111111111111111	Telephone Number 813-639-1110	Schedule Number 160249085
	Property Type Commercial	Tax District & Precinct/Township 5 VALENTINE CITY 16-0006
	Legal Description and / or Address of Property (if different than Mailing) HOMETOWN LUMBER 122 N HALL ST VALENTINE NE	

Totals	Taxable Value	
1 Commercial and industrial property total (from schedule)	1	0
2 Agricultural machinery and equipment total (from schedule)	2	0
3 TOTAL TAXABLE VALUE before exemptions (total of lines 1 and 2)	3	0

Describe any leased or consigned property in your custody, and list the name and address of the lessor or owner.	
Description of Property	Name and Address of Lessor or Owner

Under penalties of law, I declare that I have examined this return, including any attached schedules, and to the best of my knowledge and belief, it is correct and complete.

Please complete this return and file with the county assessor's office. Your county assessor may require a copy of your federal depreciation worksheet, if applicable.

sign here

Signature of Property Owner and Title	Date	Daytime Phone Number	Email Address
Signature of Preparer	Date	Daytime Phone Number	Email Address

For County Assessor's Use Only	
Depreciation Worksheet Reviewed Date <u>5/7/24</u> Initials <u>JM</u>	PENALTY <input type="checkbox"/> 10% <input type="checkbox"/> 25%
Total personal property value exempted under Personal Property Tax Relief Act \$	Total personal property value exempted under Beginning Farmer Tax Credit Act \$

Return to: CHERRY COUNTY ASSESSOR, 365 N MAIN ST, STE 7, VALENTINE NE 69201

Signature of County Assessor Jacqueline Moreland Date 5/7/2024



Personal Property Schedule – Nebraska Net Book Value

* Attach as many schedules as necessary to your Nebraska Personal Property Return.
* Retain a copy for your records.

Name on Personal Property Return

PITNEY BOWES INC (160249085)

For Tax Year

2023 (04/25/2024)

Type of Property
(Check only one box.)

1 Commercial and Industrial Property

2 Agricultural Machinery and Equipment

You may include more than one item on a line ONLY when items were placed in service in the same calendar year and have the same recovery period.

(A) Item Name/Description	(B) Year Placed in Service	(C) Number of Items	(D) Nebraska Adjusted Basis	(E) Recovery Period	(F) Net Book Depreciation Factor	(G) Net Book Taxable Value (Col. D X Col. F) (Round to Whole Dollar)
			\$			\$

TOTAL this page (if more than one schedule is used, total each page separately).
Enter the total of all pages on line 1 or line 2, as appropriate, on the Personal Property Return . .

**BEFORE THE NEBRASKA TAX EQUALIZATION AND REVIEW
COMMISSION**

IN THE MATTER OF
EQUALIZATION OF VALUE
OF REAL PROPERTY WITHIN
CHERRY COUNTY FOR TAX
YEAR 2024

COUNTY NUMBER 16:
CHERRY

FINDINGS AND ORDER
(No Show Cause Hearing)

The Tax Equalization and Review Commission, as part of its statewide equalization proceedings, finds that the levels of value for real property in Cherry County for tax year 2024 meet the requirements of law.

I. APPLICABLE LAW

1. The Commission is required to meet annually to equalize the assessed values and special values of all real property based on the abstracts submitted by the county assessors. The Commission must also equalize the values of real property valued by the state.¹
2. To achieve equalization, the Commission is authorized to increase or decrease the value of a class or subclass of real property in any county or taxing authority or of real property valued by the state so that all classes or subclasses of real property in all counties fall within an acceptable range.²
3. An acceptable range is the percentage of variation from a standard for valuation as measured by an established indicator of central tendency of assessment. Acceptable ranges are: (a) For agricultural land and horticultural land, 69% to 75% of actual value, except that for school district taxes levied to pay the principal and interest on

¹ Neb. Rev. Stat. § 77-5022 (Reissue 2018).

² Neb. Rev. Stat. § 77-5023(1) (2021 Supp.).

bonds that are approved by a vote of the people on or after January 1, 2022, the acceptable range is 44% to 50% of actual value; (b) for lands receiving special valuation, 69% to 75% of special valuation as defined in Neb. Rev. Stat. § 77-1343, except that for school district taxes levied to pay the principal and interest on bonds that are approved by a vote of the people on or after January 1, 2022, the acceptable range is 44% to 50% of special valuation; and (c) for all other real property, 92% to 100% of actual value.³ The median has been adopted by the Commission as the preferred established indicator of central tendency.⁴

4. An assessment/sales ratio is a tool used under professionally accepted mass appraisal methods to measure and evaluate the level and uniformity of assessed values. The ratio is determined by dividing the assessed value of a parcel of real property by its sales price. The assessment/sales ratio is expressed as a percentage.⁵
5. Nebraska law requires the Property Tax Administrator to make annual comprehensive assessment ratio studies of the average level and degree of uniformity of the assessments as well as compliance with assessment requirements for each major class of real property subject to the property tax in each county.⁶
6. The annual reports and opinions of the Property Tax Administrator shall contain statistical and narrative reports informing the Commission of the level of value and quality of assessment of the classes and subclasses of real property within each county. A certification of the opinion of the Property Tax Administrator regarding the level of value and quality of assessment of the classes and subclasses of real property in each county shall also be

³ Neb. Rev. Stat. § 77-5023(2) (2021 Supp.).

⁴ 442 Neb. Admin. Code Ch. 9 § 004 (2011).

⁵ 442 Neb. Admin. Code Ch. 9 § 002.02 (2011).

⁶ Neb. Rev. Stat. § 77-1327(3) (Reissue 2018).

included.⁷ The Property Tax Administrator may also make recommendations for consideration by the Commission.⁸

7. The Commission may consider provisions of state and federal law, regulations, court cases, treatises and periodicals identified in its rules, and any evidence admitted in the course of the hearing. No other factual information may be considered. The Commission may evaluate the evidence using its experience, technical competence, and specialized knowledge.⁹

II. FINDINGS OF FACT

1. The annual Reports and Opinions of the Property Tax Administrator, informing the Commission and certifying the opinion of the Property Tax Administrator of the level of value and quality of assessments of real property in Cherry County for tax year 2024, were timely received by the Commission.
2. The level of value for any class or subclass of real property described below is determined by its median assessment/sales ratio as indicated by the Reports and Opinions of the Property Tax Administrator unless that ratio is deemed unreliable, the sample from which it is drawn is not representative of the class or subclass, or the level of value has been determined by the Property Tax Administrator based on other generally accepted mass appraisal techniques.
3. The level of value for the residential class of real property is 99% of actual or fair market value.¹⁰
4. The level of value for the commercial class of real property is 95% of actual or fair market value.¹¹

⁷ Neb. Rev. Stat. § 77-5027(3) (Reissue 2018).

⁸ Neb. Rev. Stat. § 77-5027(4) (Reissue 2018).

⁹ Neb. Rev. Stat. § 77-5016 (Reissue 2018).

¹⁰ Exhibit 16:17.

¹¹ Exhibit 16:17.

5. The level of value for the agricultural land and horticultural land class of real property not receiving special valuation is 72% of actual or fair market value.¹²
6. The levels of value for the residential, commercial, and agricultural land and horticultural land classes of real property are within the applicable acceptable ranges established by law.
7. For each subclass of the residential, commercial, and agricultural land and horticultural land classes of real property: (a) the level of value is within the applicable acceptable range, (b) the number of sales for a subclass is insufficient to provide a reliable statistical study, or (c) an adjustment by a percentage of value is not supported by clear and convincing evidence.
8. No adjustment by a percentage of value of any class of real property or a subclass thereof is supported by clear and convincing evidence.

III. CONCLUSION OF LAW

No adjustment of any class or subclass of real property in Cherry County is required by law.

IV. ORDER

1. No order proposing an adjustment of the value for a class or subclass of real property in Cherry County for tax year 2024 shall be entered and no further proceedings shall be held to determine whether an adjustment should be made.
2. A copy of this order shall be provided to the Tax Commissioner and the Property Tax Administrator, the Cherry County Assessor, and the Cherry County Clerk.

¹² Exhibit 16:17.

3. This order is effective the date it is signed and sealed.

Signed and Sealed: May 13, 2024



Steven A Keetle

Steven A. Keetle, Commissioner

James D. Kuhn

James D. Kuhn, Commissioner

Robert W Hotz

Robert W. Hotz, Commissioner

Jackie S Russell

Jackie S. Russell, Commissioner



14 Crosby Dr., 2nd Flr.,
Bedford, MA 01730
Tel: (978) 215-2400
Fax: (952) 945-3339

March 21, 2024

Sharon Hesse
Cherry County Justice Center
365 N. Main Street
Valentine, NE 69201
Sharon.hesse@cherrycountyne.gov
(402) 376-1890

RE: Extension to Maintenance and Support Agreement # 007044-000

Dear Sharon Hesse,

By means of this letter, IDEMIA Identity & Security USA LLC (“IDEMIA” or “Seller”) hereby extends **Cherry County Justice Center** Maintenance and Support Agreement for the period **July 5, 2024** through **July 4, 2025**.

All terms and conditions of the original agreement shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to my attention via Email at Susie.molina@us.idemia.com at your soonest convenience.

If you have any questions or need further clarification, please contact me at (714) 238-2084 or e-mail Susie.molina@us.idemia.com. Thank you in advance.

Thank you,


Susie Molina

Susie Molina
Maintenance Agreement Specialist
IDEMIA Identity & Security USA LLC

Accepted by:

IDEMIA IDENTITY & SECURITY USA LLC

CHERRY COUNTY JUSTICE CENTER

Signed by: 

Signed by: _____

Printed Name: Casey Mayfield

Printed Name: _____

Title: Sr. Vice President

Title: _____

Date: March 21, 2024

Date: _____

Please note this is not an invoice. An invoice will be provided after receipt of the signed document or purchase order.

Exhibit A: Description of Covered Products

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 007044-000

CUSTOMER: Cherry County Justice Center

The following table lists the Products under maintenance coverage:

Product	Description	Node	Qty
Livescan LSS-R	LiveScan Station Cabinet Tenprint/Palmprint, LiveScan Station Software, FBI Appendix F Certified Tenprint/Palmprint 1000PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology, Computer, Touch screen monitor, keyboard, Ruggedized Cabinet fixed-height with foot pedal for hands free advancement, Signature Capture pad, UPS	NESPLSS056	1
Printer	Printer Black & White Tenprint Card, Duplexer, +2 additional Trays	N/A	1

ADDITIONAL TERMS

END OF LIFE

IDEMIA develops, manufactures, licenses, and offers high technology products and services. In the ordinary course of its product development life cycle, IDEMIA will declare certain products as obsolete and end-of-life ("EOL"). In the event that IDEMIA determines that a product is EOL, IDEMIA shall endeavor to provide its customer with at least twelve (12) months advanced notice of the EOL date. Such notice shall include the planned last purchase order date and last shipment date for the EOL product. At the time that IDEMIA provides its customers with such EOL notice, IDEMIA shall further endeavor to provide its customer with notice of IDEMIA's intent to offer a next version of the product, or a new or substitute product or service with the same or similar functionality to the EOL product. IDEMIA's product EOL notice shall also include the planned period for any continued technical support of the EOL product. During any continued technical support period, IDEMIA will continue to use commercially reasonable efforts to repair the EOL product based on availability of parts and availability of trained technical support, however, IDEMIA does not warrant performance of the EOL product and IDEMIA will not prepare any further updates or maintenance fixes for the EOL product.

PRICE INCREASE

Price Protection. On the Effective Date of each year during the Term, either Party may notify the other in writing of any desired change in the price of any of the Products as a result of an increase or decrease in IDEMIA's actual costs in the maintenance and support of the Products. After a Party has received such notice, if such Party does not accept any or all of such price changes, IDEMIA and Customer shall negotiate in good faith for a period not to exceed ten (10) days. In the absence of agreement regarding any proposed price changes, the prices shall remain unchanged pending resolution pursuant the executive escalation. Any mutually agreed-upon change in the price for the Products will be documented in writing signed by Customer and IDEMIA and will be implemented on the date agreed by the Parties.

Inflation Adjustment. The Services prices identified above shall be adjusted for inflation on an annual basis during the term of this Agreement based upon the Consumer Price Index (CPI) appropriate for these Products and Services as of the Effective Date of the parties Agreement.

Exhibit B: Maintenance and Support Agreement - Number SA # 007044-000

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. **Services Provided.** The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

Severity Level	Definition	Response Time	Target Resolution Time
1	Total System Failure - occurs when the System is not functioning and there is no workaround, such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 **Reporting a Problem.** Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 **Seller Response.** Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 **Error Correction Status Report.** Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. **Customer Responsibility.**

2.1 Customer is responsible for running any installed anti-virus software.

2.2 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. **Seller Responsibility.**

3.1 **Anti-virus software.** At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 **Customer Notifications.** Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 **Account Reviews.** Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 **Remote Installation.** At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Exhibit C: Support Plan Options and Pricing Worksheet

Maintenance and Support Agreement # 007044-000 Date March 21, 2024

New Term Effective Start July 5, 2024 End July 4, 2025

For support on covered products, please contact Technical Help Desk at (800) 734-6241
or email at: AnaheimCSCenter@us.idemia.com

STANDARD SUPPORT

Advantage – Software Support

- ◆ Telephone Response: 2 Hour
- ◆ Remote Dial-In Analysis
- ◆ Unlimited Telephone Support
- ◆ Standard Releases & Updates
- ◆ Software Customer Alert Bulletins
- ◆ Automatic Call Escalation
- ◆ Supplemental Releases & Updates
- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM

On-Site Hardware Support

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Next Day PPM On-site Response
- ◆ Hardware Vendor Liaison
- ◆ Defective Parts Replacement
- ◆ Escalation Support
- ◆ Hardware Customer Alert Bulletins
- ◆ Hardware Service Reporting
- ◆ Product Repair
- ◆ Equipment Inventory Detail Management

Parts Support

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins

** If customer is providing their own on-site hardware support, the following applies:*

- Customer Orders & Replaces Parts
- Telephone Technical Support for Parts Replacement Available

GRAND TOTAL*:

\$ 5,522.00

**Exclusive of taxes if applicable*

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)
Please note this is not an invoice. An invoice will be provided after receipt of the signed document.

BOARD OF COUNTY COMMISSIONERS
CHERY COUNTY, NEBRASKA

Resolution #2023-13

It is the policy, as of this date, of the Cherry County Board of Corrections that all new employees of the Cherry County Justice Center shall be trained as both corrections officers and dispatchers and each employee shall demonstrate a competence to perform both functions. The Cherry County Justice Center Administrator shall implement such programming as is necessary to promote and insure compliance and implementation of this policy.

Dated this 31st day of October 2023

Be it resolved.

AYES:

W.M. Nelson

Mark D. Dwyer

Brittany Longford

NAYS:

ATTEST:
Brittany Longford
Brittany Longford, Clerk

