

**AGENDA**  
**PERKINS COUNTY BOARD OF COMMISSIONERS**  
**PERKINS COUNTY COURTHOUSE – 200 LINCOLN AVENUE – GRANT, NE 69140**  
**JUNE 1, 2026 ~ 8:30 A.M**

- I. Call to Order
- II. Roll Call
- III. Announcement by County Clerk of Notice of Meeting
- IV. Announcement by Chairman of Open Meetings Act – N.R.S. §84-1412 (8)
- V. Review and Action on Agenda
- VI. Review and Action of Previous Minutes – May 18, 2026
- VII. Ratification of Payroll and Approval of Claims Filed, Transfer of Funds
- VIII. Correspondence
  - a. Nebraska Equalization and Review Commission – 2026 Findings & Order
- IX. Public Comment ~ 8:40 A.M. - 9:00 A.M.
- X. NACO Update ~ Jonathan Cannon ~ 9:00 A.M.
- XI. Business and Reports from Perkins County Officials & Boards, to include Committee Reports, Office/Departmental Updates, Financial Reports, Legislative or Policy Updates, Operational Updates, and Project Status Updates.
  - a. Commissioners
    - i. Budget
    - ii. Roads
  - b. Clerk / Election Commissioner / Register of Deeds / Budget Preparer
  - c. Treasurer
  - d. Assessor
  - e. Zoning
  - f. County / District Courts
  - g. Building & Grounds
  - h. Extension
  - i. Sheriff
  - j. Attorney

- k. Emergency Management / Communications
- l. Highway Superintendent / Noxious Weeds
- m. Veterans Service
- n. Road Districts
- o. Fair
- p. Public Transit
  - i. Transit Bus Update – 2000, 2008, 2016, 2024, FY 27-28 12 Passenger Van
- q. Ambulance
  - i. New Ambulance Update

XII. Unfinished Business

XIII. New Business

- a. Review, discuss, and take necessary action to approve Master Services Agreement and Managed IT Service Order between Hamilton Information Systems, Inc. and Perkins County, Nebraska.
- b. Review, discuss, and take necessary action to approve Interlocal Agreement for Law Enforcement Services between Perkins County, Nebraska and the City of Grant and Villages of Elsie, Madrid, and Venango.
- c. Review, discuss, and take necessary action to approve Interlocal Cooperation Agreement between Perkins County and the City of Grant for Hastings Memorial Library Funding.
- d. Review, discuss, and take necessary action to approve use of Perkins County Fairgrounds property for July 4, 2026, fireworks display.
- e. Review, discuss, and take necessary action to approve Amended Resolution 2026-14 Noxious Weed Infestation Costs.
- f. Review, discuss, and take necessary action to approve Engagement Agreement with Torrey J. Gerdes, Baylor Evnen Wolfe & Tannehill, LLP.

XIV. Adjournment

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- ❖ The Perkins County Clerk's Office will keep the agenda continuously current and available for review in the County Clerk's Office, modifications may occur up to 24 hours prior to said meeting.
  - ❖ The agenda is advisory in nature and the order the Perkins County Board of Commissioners handles agenda items may be modified by the board for the convenience of the board, those with items on the agenda, and members of the public in attendance.
  - ❖ The Perkins County Board of Commissioners reserves the right to enter into closed session at any time as necessary per Nebraska Revised Statute §84-1410 to discuss the agenda item currently before the board.

## COMMISSIONER PROCEEDINGS

**MAY 18, 2026**

**GRANT, NEBRASKA**

The Perkins County, Nebraska, Board of Commissioners held its regular meeting at 8:30 a.m. in the County Courthouse in Grant, Nebraska.

Present: Commissioners Darin Robertson, Mark Bottom, and Steven Tucker; County Attorney Richard Roberts; and County Clerk James Brueggeman.

Chairman Robertson called the meeting to order at 8:30 a.m. It was announced that notice of the meeting had been published in The Grant Tribune-Sentinel on May 14, 2026. The chairman also announced the location of the Open Meetings Act Poster in the Commissioner's Room. The agenda was reviewed. Commissioner Tucker motioned to approve the agenda, seconded by Commissioner Bottom. A roll call vote was taken, with three ayes, and the motion carried. Commissioner Bottom moved to approve the minutes from the May 4, 2026, meeting, as published in The Grant Tribune-Sentinel, on Perkins County's website, and made public in the Clerk's Office. Commissioner Tucker seconded. Roll call vote: three ayes, and the motion carried.

The payroll and claims submitted to the County Board were reviewed. Commissioner Tucker moved to approve the payroll and claims. Commissioner Bottom seconded. A roll call vote was taken, resulting in three votes in favor, and the motion was approved.

### **COUNTY EMPLOYEES**

<b>SALARIES</b>	\$71,125.53
<b>GENERAL</b>	
911 Custom	\$ 2,926.24
Adams Bank & Trust - Grant	\$ 475.00
Aflac	\$ 942.70
Amazon Capital Services	\$ 364.42
Ameritas, Retirement Plans Division	\$ 10,921.23
Ann Day	\$ 388.23
AT&T Mobility	\$ 871.73
Benchmark Govt. Solutions, LLC	\$ 310.85
Black Hills Gas Distribution, LLC	\$ 605.36

Carmen Pelster	\$ 407.00
Chris Loeffler	\$ 335.30
Cindy Salsman	\$ 340.30
CPI Telecom	\$ 1,251.38
Crowne Plaza Kearney	\$ 434.85
Culligan Water Conditioning	\$ 85.00
Deb Hansen	\$ 312.90
Dell Marketing, LP	\$ 19,249.56
Dennis Hansen	\$ 41.45
Eakes Office Plus	\$ 114.57
Eastern Sky, Inc.	\$ 29.00
Ensz Hardware	\$ 5.98
Fiduciary Trust Co Of New Hampshire	\$ 625.00
Frenchman Valley Coop	\$ 1,572.34
Galls, LLC	\$ 59.26
Gene Steffy Chrysler Jeep Dodge	\$ 43,063.00
Government Forms And Supplies	\$ 273.00
Great Plains Communications	\$ 1,133.18
gWorks	\$ 23,026.67
Hamilton Information Systems, Inc.	\$ 1,888.17
Hatch's Super Foods, Inc.	\$ 119.40
High Plains News North, LLC	\$ 789.34
Hi-Line Cooperative, Inc.	\$ 389.25
Holmstedt Law Office, PC, LLO	\$ 2,216.98
Ideal Linen	\$ 151.49
Ingram Library Services, Inc.	\$ 1,720.07
Intoximeters	\$ 886.75
Joann Schultz	\$ 315.73
Jorje Geisert	\$ 100.45
Karon Harris	\$ 322.90
Keith County Sheriff	\$ 20.00
Kelly Hansen	\$ 315.73
Lancaster County Sheriff	\$ 18.76
Lincoln County Sheriff	\$ 36.00

Lori Perlinger	\$ 339.00
MIPS, Inc.	\$ 981.96
NBS/Wahltek	\$ 11,755.04
Nebraska Health And Human Services	\$ 90.00
Office Service, Inc.	\$ 1,383.24
Patricia Clough	\$ 135.25
Perkins Co Comm Hospital	\$ 99.00
Perkins County Court	\$ 221.00
Perkins County District Court	\$ 36.00
Perkins County Sheriff	\$ 2.00
Pinnacle Bank	\$ 39,141.64
Pinnacle Bank - Grant	\$ 4,633.32
Pinnacle Bank - Omaha	\$ 1,241.08
Protex Central, Inc.	\$ 750.00
RELX, Inc. dba LexisNexis	\$ 313.00
Robbin Cornelius	\$ 349.00
Robert S. Harvoy	\$ 2,764.30
Robin G. Cornelius	\$ 355.68
Ross Family Auto Parts, Inc.	\$ 212.05
Sandhills State Bank	\$ 487.50
State of NE - Dept of Revenue	\$ 2,645.46
Thomson Reuters-West	\$ 200.00
Verizon Wireless	\$ 119.79
Westfield Pharmacy, Inc.	\$ 82.63
<b>ROADS</b>	
Amazon Capital Services	\$ 880.81
AT&T Mobility	\$ 225.92
Aurora Cooperative	\$ 12,079.74
Beaver Bearing Co Albion	\$ 381.54
Eastern Sky, Inc.	\$ 3,487.45
Ensz Hardware	\$ 216.92
Frenchman Valley Coop	\$ 1,296.36
Great Plains Communications	\$ 225.16
High Plains News North, LLC	\$ 108.70

Highline	\$ 50.89
Hi-Line Cooperative, Inc.	\$ 17,797.56
MCI	\$ 62.83
Midwest Electric Cooperative Corp.	\$ 91.05
Newman Signs, Inc.	\$ 302.91
NMC, Inc.	\$ 32,748.19
North Platte Kubota	\$ 95.88
Quality Diesel, inc.	\$ 1,864.89
Regier Truck Sales	\$ 1,159.48
Ross Family Auto Parts, Inc.	\$ 1,752.65
Sapp Brothers Petroleum	\$ 3,482.50
The Scoular Company	\$ 19,037.65
Viaero Wireless	\$ 84.41
Waste Connections, Inc.	\$ 266.09
<b>FAIR</b>	
Black Hills Gas Distribution, LLC	\$ 272.12
Frenchman Valley Coop	\$ 31.56
High Plains News North, LLC	\$ 9.35
Potts Electric, LLC	\$ 9,528.10
<b>TRANSIT</b>	
Black Hills Gas Distribution, LLC	\$ 173.84
Pronto Convenience	\$ 904.28
Verizon Wireless	\$ 145.91
<b>INHERITANCE TAX</b>	
911 Custom	\$ 2,900.50
<b>911 SERVICES</b>	
Century Link	\$ 3,580.83
Great Plains Communications	\$ 83.32
NBS/Wahltek	\$ 11,755.04
<b>LOCAL AMBULANCE</b>	
Bound Tree Medical, LLC	\$ 3,335.00
Deaver Computer Service 1, LLC	\$ 54.99
Frenchman Valley Coop	\$ 185.07
Mid Plains Community College	\$ 35.00

Prairie States Communications, Inc.	\$ 1,182.00
<b>TRANSFER AMBULANCE</b>	
AT&T Mobility	\$ 128.25
Aurora Cooperative	\$ 506.37
Pinnacle Bank - Omaha	\$ 842.82

**Correspondence:**

Commissioners received correspondence from J Bar J Landfill regarding the April 2026 tipping fee report.

**Public Comment:**

Opened at 8:43 a.m. and closed at 9:00 a.m. Commissioners heard public comments from Norma Jean Kuskie and Julie Kuskie in support of appointing Regina Berry to fill the Assessor vacancy on June 16, 2026.

**Public Hearings:**

Commissioner Robertson opened a public hearing on the 2026 Perkins County Comprehensive Plan at 9:00 a.m. Ed Dunn, representing West Central Nebraska Development District and acting as Perkins County Planning & Zoning Administrator, read a statement to the Commissioners regarding the comprehensive plan and zoning regulations. Dr. Ruth Demmel provided positive comments on proposed changes to the plan. Commissioner Robertson closed the public hearing at 9:15 a.m.

Commissioner Robertson opened a public hearing on the 2026 Perkins County Zoning Regulations at 9:15 a.m. Ed Dunn reiterated the statement he provided earlier. Dr. Demmel provided commentary. Phil Calkins stated he wanted to read the document. Ed Dunn had four copies of the comprehensive plan and zoning regulations publicly available and provided Calkins with a copy of the zoning regulations. Chairman Robertson closed the public hearing at 9:31 a.m.

**Board of Equalization:**

Chairman Robertson recessed the Commissioner meeting at 9:31 a.m. to convene as the Perkins County Board of Equalization. Chairman Robertson reconvened the Commissioner meeting at 9:38 a.m. following the Perkins County Board of Equalization meeting.

**Business With Officials:**

Commissioners received updates from County Clerk James Brueggeman, Sheriff

Jeffrey Miller, Highway Superintendent Steve Leimer, and Assessor Peggy Burton about their respective operations.

Commissioners acknowledged receipt of the County Clerk Fee and District Court Fee Reports for April 2026.

Unfinished Business:

There was no unfinished business.

New Business:

Commissioner Bottom moved to accept Perkins County Assessor Peggy Burton's Notice of Retirement effective June 15, 2026, with appreciation for Burton's years of service to Perkins County. Commissioner Tucker seconded the motion. Roll call vote: three ayes, motion carried.

Commissioner Tucker moved to appoint Deputy Perkins County Assessor Regina Berry as Perkins County Assessor, effective June 16, 2026, to fill the vacancy. Commissioner Bottom seconded the motion. Roll call vote: three yes votes; motion carried.

Commissioners met with representatives from the United States Department of Agriculture Animal and Plant Health Inspection Service to discuss the fiscal year 2026-2027 Wildlife Services Work and Financial Plan. Commissioner Bottom moved to have Chairman Robertson sign the Fiscal Year 2026-2027 Wildlife Services Work and Financial Plan. Commissioner Tucker seconded the motion. All three voted in favor; the motion carried.

At 10:13 a.m., commissioners and attendees continued discussing the 2026 Perkins County Comprehensive Plan and the Perkins County Zoning Regulations. Commissioners recessed at 10:42 a.m. for a short break. They reconvened at 10:48 a.m. to resume the discussion and finished at 11:06 a.m.

Following the discussion, Commissioner Tucker moved to adopt Resolution 2026-12, a resolution adopting the 2026 Perkins County Comprehensive Plan. Commissioner Bottom seconded the motion. Roll call vote, three ayes, motion carried.

Commissioner Bottom moved to adopt Resolution 2026-13, which adopts the 2026 Perkins County Zoning Regulation, amending Section 7.09 to prohibit adult entertainment establishments and leaving pages 152, 153, 154, and 155 intentionally

blank. The resolution also updates the Table of Contents and adopted dates. Commissioner Tucker seconded the motion. Roll-call vote: three ayes; the motion carried.

Commissioners took no action on the Moratorium on accepting applications for Commercial Wind Energy Systems, Commercial Solar Energy Systems, CO2 Energy Storage Systems, and Crypto Mining Operations.

Commissioner Bottom moved to adopt a 10-day official notice for weed control under the Noxious Weed Control Act. Commissioner Tucker seconded the motion. Roll call vote: three ayes; motion carried.

Commissioner Tucker moved to adopt Resolution 2026-14, a resolution adopting noxious weed notices fees. Commissioner Bottom seconded the motion. Roll call vote: three ayes, motion carried.

Commissioner Tucker moved to approve equipment rental for the Perkins County Fair Board for three months at \$450.00 per month. Commissioner Bottom seconded the motion. Roll call vote: three ayes; motion carried.

Commissioner Bottom moved to approve the 5311 Program Agreement for Federal-Aid Funds Supplemental Agreement for Fiscal Year 2027 and had Chairman Robertson sign the agreement. Commissioner Tucker seconded the motion. Roll call vote: three ayes, motion carried.

Commissioner Bottom moved to enter into executive session at 11:21 a.m., with Commissioners, County Attorney Rick Roberts, and County Clerk James Brueggeman present to discuss pending litigation in Federal District Court regarding the Ian Stevens Lease. Commissioner Tucker seconded the motion. Roll call vote resulted in three ayes, and the motion carried. The Commissioners entered executive session at 11:21 a.m.

Commissioner Tucker moved to end the executive session at 11:35 a.m. following discussions on pending litigation. Commissioner Bottom seconded the motion. Roll call vote: three ayes. The motion was approved. The commissioners left the executive session at 11:35 a.m.

Commissioner Bottom moved to hire Tori Gerdes from Baylor Evnen Law Firm to file an answer in Ian Stevens' lease litigation in Federal District Court before the June 2, 2026, deadline, prior to entering into a contract of representation.

Commissioner Tucker seconded the motion. Roll call vote: three ayes. The motion carried.

Commissioner Tucker motioned to adjourn the meeting, which was seconded by Commissioner Bottom. A roll call vote was conducted, and all three members approved the motion.

The meeting ended at 12:18 a.m.

The next regular meeting of the Perkins County Board of Commissioners is scheduled for Monday, June 1, 2026, at 8:30 a.m., at the Perkins County Courthouse in Grant, Nebraska.

James D. Brueggeman  
Perkins County Clerk

# Board Preapproval Report

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:06/01/2026 - Check Date:06/01/2026

## 100 - GENERAL

Account	Description	Vendor	Invoice Description	Claim #	Amount
<b>218 - GENERAL WITHHOLDING</b>					
01-0-0000	FEDERAL TAX	PINNACLE BANK	Fed Tax 6/1/2026	2606000006	6,587.12
02-0-0000	STATE TAX	STATE OF NE -- DEPT OF REVENUE	State Tax 6/1/2026	2606000010	2,863.18
03-0-0000	FICA TAX	PINNACLE BANK	Fed Tax 6/1/2026	2606000006	7,451.88
04-0-0000	GENERAL RETIREMENT	AMERITAS, RETIREMENT PLANS DIVISION	Retirement 6/1/2026	2606000003	4,755.49
07-0-0000	HSA	ADAMS BANK & TRUST - GRANT	HSA ~ Adams Bank & Trust 6/1/2026	2606000001	212.50
07-0-0000	HSA	PINNACLE BANK - GRANT	HSA ~ Pinnacle Bank 6/1/2026	2606000008	2,789.57
07-0-0000	HSA	SANDHILLS STATE BANK	HSA ~ Sandhills State Bank 6/1/2026	2606000009	225.00
08-0-0000	AFLAC	AFLAC	Aflac ~ Pre-Tax Sup. Ins. 6/1/2026, Afla...	2606000002	746.02
09-0-0000	DISABILITY INSURANCE - AFLAC	AFLAC	Aflac ~ Pre-Tax Sup. Ins. 6/1/2026, Afla...	2606000002	196.78
11-0-0000	Employee Medica	PINNACLE BANK	Medica Health Insurance 6/1/2026	2606000007	1,017.95
26-0-0000	IVY FUNDS - 457 PLANS	FIDUCIARY TRUST CO OF NEW HAMPSH...	457(b) DCP ~ Brueggeman 6/1/2026	2606000004	125.00
34-0-0000	457 PLAN FOR JULIE SESTAK	FIDUCIARY TRUST CO OF NEW HAMPSH...	457(b) DCP ~ Sestak 6/1/2026	2606000005	500.00
<b>218 - GENERAL WITHHOLDING Total</b>					<b>27,470.49</b>
<b>970 - MISCELLANEOUS</b>					
00-1-0803	GROUP INSURANCE	PINNACLE BANK	Medica Health Insurance 6/1/2026	2606000007	19,339.15
00-1-0805	HSA CONTRIBUTIONS	ADAMS BANK & TRUST - GRANT	HSA ~ Adams Bank & Trust 6/1/2026	2606000001	262.50
00-1-0805	HSA CONTRIBUTIONS	PINNACLE BANK - GRANT	HSA ~ Pinnacle Bank 6/1/2026	2606000008	2,300.00
00-1-0805	HSA CONTRIBUTIONS	SANDHILLS STATE BANK	HSA ~ Sandhills State Bank 6/1/2026	2606000009	262.50
00-1-0900	RETIREMENT CONTRIBUTIONS	AMERITAS, RETIREMENT PLANS DIVISION	Retirement 6/1/2026	2606000003	6,986.03
00-1-1000	OASI--SOCIAL SECURITY	PINNACLE BANK	Fed Tax 6/1/2026	2606000006	7,451.88
<b>970 - MISCELLANEOUS Total</b>					<b>36,602.06</b>
<b>100 - GENERAL Total</b>					<b>64,072.55</b>
<b>Grand Total</b>					<b>64,072.55</b>

# Board Preapproval Report

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:06/01/2026 - Check Date:06/01/2026

## 100 - GENERAL

Account	Description	Vendor	Invoice Description	Claim #	Amount
<b>602 - CLERK</b>					
00-2-1101	COMPUTER EXPENSE, GENERAL	CDW GOVERNMENT, INC	5969609 / 1CKD95X	2606000013	1,673.60
00-3-0101	SUPPLIES/OFFICE	EAKES OFFICE PLUS	739693 / 9341128-0, 739693 / 9342546-...	2606000019	19.89
00-3-0101	SUPPLIES/OFFICE	ULINE, INC.	10520724 / Order 52952548, 10520724 ...	2606000048	112.50
00-5-0500	OFFICE EQUIPMENT	PINNACLE BANK - OMAHA	00003764 - 06/02/2025 - Ending 3437, 0...	2606000040	5,747.83
<b>602 - CLERK Total</b>					<b>7,553.82</b>
<b>603 - TREASURER</b>					
00-3-0101	SUPPLIES	EAKES OFFICE PLUS	739693 / 9341128-0, 739693 / 9342546-...	2606000019	145.84
00-3-0101	SUPPLIES	U S BANK	448559455558131 / 5-11-2026	2606000047	133.11
<b>603 - TREASURER Total</b>					<b>278.95</b>
<b>605 - ASSESSOR</b>					
00-2-1704	MILEAGE ALLOWANCE	PEGGY BURTON	Perkins Co Assessor / 05/28/2026	2606000033	99.04
<b>605 - ASSESSOR Total</b>					<b>99.04</b>
<b>607 - ELECTION</b>					
00-1-0309	ELECTIONS SALARY	COURTNEY INGOLD	Perkins Co Clerk / 05/20/2026	2606000017	33.00
00-1-0309	ELECTIONS SALARY	JESSIE FABER	Perkins Co Clerk / 05/20/2026	2606000025	33.00
00-2-1704	MILEAGE ALLOWANCE	COURTNEY INGOLD	Perkins Co Clerk / 05/20/2026	2606000017	20.30
00-2-1704	MILEAGE ALLOWANCE	JESSIE FABER	Perkins Co Clerk / 05/20/2026	2606000025	1.45
00-5-0505	FURNITURE	ULINE, INC.	10520724 / Order 52952548, 10520724 ...	2606000048	479.90
<b>607 - ELECTION Total</b>					<b>567.65</b>
<b>641 - BUILDING/GROUNDS</b>					
00-2-0501	LIGHTS	CITY OF GRANT	1047800000 / 79410, 11120000 / 79041	2606000016	1,555.86
00-2-0502	WATER, SEWER, TRASH HAULING	CITY OF GRANT	1047800000 / 79410, 11120000 / 79041	2606000016	324.69
00-3-0107	BUILDING SUPPLIES	EAKES OFFICE PLUS	739693 / 9341128-0, 739693 / 9342546-...	2606000019	234.62
00-3-0107	BUILDING SUPPLIES	ENSZ HARDWARE	33 / 43129	2606000021	80.76
00-3-0107	BUILDING SUPPLIES	LEIBBRANDT LUMBER, INC DBA	124643 / K74857	2606000027	11.44
00-3-0107	BUILDING SUPPLIES	MID-AMERICAN RESEARCH CHEMICAL ...	00-0315341 / 0878805-IN	2606000030	143.22
00-3-0107	BUILDING SUPPLIES	U S BANK	448559455558131 / 5-11-2026	2606000047	680.75
00-3-0209	MACHINERY & EQUIPMENT FUEL	FRENCHMAN VALLEY COOP	114321 / 05/31/2026	2606000022	38.95

## Perkins County

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# Board Preapproval Report

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:06/01/2026 - Check Date:06/01/2026

## 100 - GENERAL

Account	Description	Vendor	Invoice Description	Claim #	Amount
<b>641 - BUILDING/GROUNDS</b>					
00-4-0306	OTHER EQUIPMENT - SKID STEER	NMC, INC	5119000 / CUI1612686	2606000032	450.00
<b>641 - BUILDING/GROUNDS Total</b>					<b>3,520.29</b>
<b>645 - EXTENSION AGENT</b>					
00-2-0200	TELEPHONE SERVICE	UNIVERSITY OF NE-LINCOLN	Perkins Co Extension / 205	2606000049	64.50
00-2-0204	DATA PLAN - TABLETS	UNL EXTENSION PERKINS COUNTY	Perkins Co Extension / 168	2606000050	45.21
00-2-9900	MISCELLANEOUS	CITY OF GRANT	1047800000 / 79410, 11120000 / 79041	2606000016	53.91
<b>645 - EXTENSION AGENT Total</b>					<b>163.62</b>
<b>651 - SHERIFF</b>					
00-2-1610	PATROL VEHICLE MAINTENANCE	EASTERN SKY INC	Perkins Co Sheriff / 7278	2606000020	811.20
00-2-1610	PATROL VEHICLE MAINTENANCE	GRAFIX SHOPPE	Perkins Co Sheriff / 171370	2606000023	607.00
00-2-1610	PATROL VEHICLE MAINTENANCE	MAR'S SERVICE CENTER, INC	Perkins Co Sheriff / 29739	2606000029	249.47
00-2-1610	PATROL VEHICLE MAINTENANCE	WOLF AUTO	Perkins Co Sheriff / 87020	2606000052	87.41
00-2-9900	MISCELLANEOUS	PERKINS COUNTY SHERIFF'S TRUST	Perkins Co Sheriff / 1063	2606000038	15.00
00-3-0112	SUPPLIES--LAW ENFORCEMENT	911 CUSTOM	Perkins County SO - NE / 65008	2606000011	452.74
00-3-0112	SUPPLIES--LAW ENFORCEMENT	LUMEN TACTICAL	Perkins Co Sheriff / B7004	2606000028	719.76
00-5-0500	OFFICE EQUIPMENT	AMAZON CAPITAL SERVICES	AXF6321KB6F72 / ILM6-FMIX-QYP7...	2606000012	47.02
<b>651 - SHERIFF Total</b>					<b>2,989.60</b>
<b>693 - EMERGENCY MANAGEMENT</b>					
00-2-0200	TELEPHONE SERVICES	VERIZON WIRELESS	742111729-00001 / 6143290171	2606000051	59.62
<b>693 - EMERGENCY MANAGEMENT Total</b>					<b>59.62</b>
<b>803 - VETERANS' SERVICE</b>					
00-2-9901	FLAGS	U S BANK	448559455558131 / 5-11-2026	2606000047	313.89
<b>803 - VETERANS' SERVICE Total</b>					<b>313.89</b>
<b>970 - MISCELLANEOUS</b>					
00-1-0806	LIFE, AD + D INSURANCE	THE LINCOLN NATIONAL LIFE INS CO	PerkinsCo-BL-1517476 / June 2026	2606000046	1,710.46
00-1-0807	DEDUCTIBLE COVERAGE	PINNACLE BANK - GRANT	42260000 / 04/15/2026	2606000039	957.03
00-1-0807	DEDUCTIBLE COVERAGE	POINT C	42260000 / 1692982	2606000044	338.50

Perkins County

Created 5/29/2026 12:19 PM

**Board Preapproval Report**

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:06/01/2026 - Check Date:06/01/2026

**100 - GENERAL**

Account	Description	Vendor	Invoice Description	Claim #	Amount
<b>970 - MISCELLANEOUS</b>					
00-1-0903	PRIOR SERVICE	CHARLES KUSKIE	Perkins Co / June 2026	2606000015	16.00
00-2-0100	POSTAL SERVICES	PITNEY BOWES BANK, INC. RESERVE A...	Perkins County / 48599054	2606000041	2,500.00
00-2-0200	TELEPHONE SERVICES	CENTURY LINK	85434423 / 784390056	2606000014	33.88
00-2-1100	DATA PROCESSING COSTS	MIPS INC	Perkins Co Clerk / 20260525	2606000031	3,531.04
00-2-2412	COUNTY COURT APPOINTED COUNSEL	REYNOLDS,KORTH & SAMUELSON PC,L...	5341.01 / 78689	2606000045	505.00
00-2-2530	SURVEYOR SERVICES	DICKINSON LAND SURVEYORS, INC	Perkins Co Commissioners / 26-098	2606000018	6,300.00
00-2-2602	COUNTY COURT COSTS	PERKINS CO COURT		2605000161	-221.00
00-2-2602	COUNTY COURT COSTS	PERKINS CO SHERIFF	Perkins Co Attorney / 5516	2606000034	18.50
00-2-9900	MISCELLANEOUS	AMAZON CAPITAL SERVICES	AXF6321KB6F72 / 1LM6-FM1X-QYP7...	2606000012	41.63
00-2-9900	MISCELLANEOUS	PITNEY BOWES, INC.	0016957857 / 1029478606	2606000043	24.89
00-2-9900	MISCELLANEOUS	U S BANK	448559455558131 / 5-11-2026	2606000047	63.38
00-2-9912	TOWING	KENT'S TOWING	Perkins Co Sheriff / 10952	2606000026	250.00
00-4-0200	EQUIPMENT RENTAL - XEROX COPIER	HOMETOWN LEASING	0032800484 / 20	2606000024	217.02
00-4-0201	USE OF POSTAGE METER	PITNEY BOWES GLOBAL FINANCIAL LLC	0016957857 / 3322518922	2606000042	176.19
00-7-0200	TRANSFERS OUT	PERKINS COUNTY FAIR FUND	Perkins County / Receipt to 1000-590-02	2606000035	4,810.00
00-7-0200	TRANSFERS OUT	PERKINS COUNTY PAVING FUND	Perkins County / Receipt to 0800-590-02	2606000036	165,969.00
00-7-0200	TRANSFERS OUT	PERKINS COUNTY ROAD FUND	Perkins County / Receipt to 0200-590-02	2606000037	250,000.00
<b>970 - MISCELLANEOUS Total</b>					<b>437,241.52</b>
<b>100 - GENERAL Total</b>					<b>452,788.00</b>

**200 - ROADS**

Account	Description	Vendor	Invoice Description	Claim #	Amount
<b>705 - ROAD DISTRICT #1</b>					
00-2-0501	ELECTRICITY - ROAD DIST #1	N P P D	211010063984, 211010066780, 2110100...	2606000056	106.40
00-3-0126	ROAD SUPPLIES - ROAD DIST #1	BOMGAARS SUPPLY	055-070-8 / April 2026	2606000053	989.86
00-3-0126	ROAD SUPPLIES - ROAD DIST #1	COUNTRY LOAD TRAILER SALES	101098 / 34324	2606000055	108.85
00-4-0100	ROAD EQUIPMENT RENTAL - RD#1	REGIER TRUCK SALES	Perkins Co Roads 1 / R-13337	2606000058	6,000.00
00-5-0300	MACHINERY & EQUIPMENT - RD#1	SANDHILLS STATE BANK	18482 / June 2026, 18438 / June 2026	2606000059	4,708.88
<b>705 - ROAD DISTRICT #1 Total</b>					<b>11,913.99</b>

# Board Preapproval Report

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:06/01/2026 - Check Date:06/01/2026

## 200 - ROADS

Account	Description	Vendor	Invoice Description	Claim #	Amount
<b>706 - ROAD DISTRICT #2</b>					
00-2-0200	TELEPHONE SERVICES - ROAD DIST #2	CONSOLIDATED TELCOM,INC	326-4341 / 5-18-2026	2606000054	120.50
00-2-0501	ELECTRICITY - ROAD DIST #2	N P P D	211010063984, 211010066780, 2110100...	2606000056	108.74
00-3-0126	ROAD SUPPLIES - ROAD DIST #2	BOMGAARS SUPPLY	055-070-8 / April 2026	2606000053	786.42
00-5-0300	MACHINERY & EQUIPMENT - RD#2	PINNACLE BANK - GRANT	7720240138 / June 2026	2606000057	5,218.29
00-5-0300	MACHINERY & EQUIPMENT - RD#2	SANDHILLS STATE BANK	18482 / June 2026, 18438 / June 2026	2606000059	5,934.20
<b>706 - ROAD DISTRICT #2 Total</b>					<b>12,168.15</b>
<b>707 - ROAD DISTRICT #3</b>					
00-2-0200	TELEPHONE SERVICES - ROAD DIST #3	VISTABEAM	10761 / 20224333	2606000060	71.95
00-2-0501	ELECTRICITY - ROAD DIST #3	N P P D	211010063984, 211010066780, 2110100...	2606000056	80.51
00-3-0126	ROAD SUPPLIES - ROAD DIST #3	BOMGAARS SUPPLY	055-070-8 / April 2026	2606000053	1,651.28
<b>707 - ROAD DISTRICT #3 Total</b>					<b>1,803.74</b>
<b>200 - ROADS Total</b>					<b>25,885.88</b>

## 1000 - FAIR

Account	Description	Vendor	Invoice Description	Claim #	Amount
<b>855 - FAIR</b>					
00-7-0200	TRANSFERS OUT	PERKINS CO INHERITANCE TAX FUND	Perkins Co Fair / Receipt to 2700-532-01	2606000061	10,000.00
<b>855 - FAIR Total</b>					<b>10,000.00</b>
<b>1000 - FAIR Total</b>					<b>10,000.00</b>

## 2500 - PUBLIC TRANSIT

Account	Description	Vendor	Invoice Description	Claim #	Amount
<b>835 - PUBLIC TRANSIT</b>					
00-2-0501	ELECTRICITY	CITY OF GRANT	1047700000 / 79409	2606000062	19.71
00-2-1701	MEALS - BUS DRIVER	PERKINS CO SENIOR CENTER	Perkins Co Transit / Apr 25 & May 25	2606000063	252.00
00-4-0500	OFFICE SPACE RENTAL	PERKINS CO SENIOR CENTER	Perkins Co Transit / Apr 25 & May 25	2606000063	1,000.00

Perkins County

Created 5/29/2026 12:19 PM

# Board Preapproval Report

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:06/01/2026 - Check Date:06/01/2026

## 2500 - PUBLIC TRANSIT

Account	Description	Vendor	Invoice Description	Claim #	Amount	
<b>835 - PUBLIC TRANSIT</b>						
					<b>835 - PUBLIC TRANSIT Total</b>	<b>1,271.71</b>
					<b>2500 - PUBLIC TRANSIT Total</b>	<b>1,271.71</b>

## 2910 - E-911 SERVICES

Account	Description	Vendor	Invoice Description	Claim #	Amount	
<b>697 - E-911 SERVICES FUND</b>						
00-2-0200	TELEPHONE	CENTURY LINK	90582295 / 784494431, 91174819 / 7846...	2606000064	1,079.43	
00-2-0200	TELEPHONE	ELSIE COMMUNICATIONS, INC	1492FA1518 / E1492_1518_2605	2606000065	191.37	
00-7-0200	TRANSFERS	PERKINS CO INHERITANCE TAX FUND	Perkins Co 911 / Receipt to 2700-532-01	2606000066	20,000.00	
					<b>697 - E-911 SERVICES FUND Total</b>	<b>21,270.80</b>
					<b>2910 - E-911 SERVICES Total</b>	<b>21,270.80</b>

## 2913 - 911 WIRELESS SERVICE FUND

Account	Description	Vendor	Invoice Description	Claim #	Amount	
<b>697 - 911 WIRELESS SERVICE FUND</b>						
00-7-0200	TRANSFERS	PERKINS COUNTY WIRELESS 911 HOLDI...	Perkins 911WLS / Receipt to 2914-590-02	2606000067	51,350.86	
					<b>697 - 911 WIRELESS SERVICE FUND Total</b>	<b>51,350.86</b>
					<b>2913 - 911 WIRELESS SERVICE FUND Total</b>	<b>51,350.86</b>

## 5502 - AMBULANCE

Account	Description	Vendor	Invoice Description	Claim #	Amount
<b>691 - AMBULANCE</b>					
00-3-0101	SUPPLIES--OFFICE	EAKES OFFICE PLUS	428086 / INV771305	2606000068	298.52
00-3-0115	AMBULANCE SUPPLIES	FYR-TEK, INC	Perkins Co Ambulance / 22332-9	2606000069	156.00

**Board Preapproval Report**

From 0000-000-00-0-0000 to 9999-999-99-9-9999

Board Date:06/01/2026 - Check Date:06/01/2026

**5502 - AMBULANCE**

Account	Description	Vendor	Invoice Description	Claim #	Amount
<b>691 - AMBULANCE</b>					
<b>691 - AMBULANCE Total</b>					<b>454.52</b>
<b>5502 - AMBULANCE Total</b>					<b>454.52</b>

**5506 - TRANSFER AMBULANCE**

Account	Description	Vendor	Invoice Description	Claim #	Amount
<b>691 - TRANSFER AMBULANCE</b>					
00-2-1710	WORKSHOP/CONVENTION EXPENSES	NORTHEASTERN JUNIOR COLLEGE	S03241142 / 05/21/2026, S03241142 / 0...	2606000071	5,901.60
00-3-0101	SUPPLIES--OFFICE	DEAVER COMPUTER SERVICE 1,LLC	Perkins Co Ambulance / 39325	2606000070	137.89
<b>691 - TRANSFER AMBULANCE Total</b>					<b>6,039.49</b>
<b>5506 - TRANSFER AMBULANCE Total</b>					<b>6,039.49</b>
<b>Grand Total</b>					<b>569,061.26</b>

RECEIVED

MAY 18 2026

PERKINS COUNTY CLERK  
GRANT, NE 69140

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

IN THE MATTER OF  
EQUALIZATION OF VALUE  
OF REAL PROPERTY WITHIN  
PERKINS COUNTY FOR TAX  
YEAR 2026

COUNTY NUMBER 68:  
PERKINS

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 Perkins County for tax year 2026 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.<sup>1</sup>
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.<sup>2</sup>
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 bonds that are approved by a vote of the people on or after January

<sup>1</sup> Neb. Rev. Stat. § 77-5022 (Reissue 2018).

<sup>2</sup> Neb. Rev. Stat. § 77-5023(1) (Cum. Supp. 2024).

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.<sup>3</sup> The median has been adopted by the Commission as the preferred established indicator of central tendency.<sup>4</sup>

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.<sup>5</sup>
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.<sup>6</sup>
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 included.<sup>7</sup> The Property Tax Administrator may also make recommendations for consideration by the Commission.<sup>8</sup>

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<sup>3</sup> Neb. Rev. Stat. § 77-5023(2) (Cum. Supp. 2024).

<sup>4</sup> Title 442 Neb. Admin. Code ch. 9, § 004 (06/2011).

<sup>5</sup> Title 442 Neb. Admin. Code ch. 9, § 002.02 (06/2011).

<sup>6</sup> Neb. Rev. Stat. § 77-1327(3) (Supp. 2025).

<sup>7</sup> Neb. Rev. Stat. § 77-5027(3) (Reissue 2018).

<sup>8</sup> Neb. Rev. Stat. § 77-5027(4) (Reissue 2018).

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.<sup>9</sup>

## 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 Perkins County for tax year 2026, 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 97% of actual or fair market value.<sup>10</sup>
4. The level of value for the commercial class of real property is 99% of actual or fair market value.<sup>11</sup>
5. The level of value for the agricultural land and horticultural land class of real property not receiving special valuation is 71% of actual or fair market value.<sup>12</sup>

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<sup>9</sup> Neb. Rev. Stat. § 77-5016 (Reissue 2018).

<sup>10</sup> Exhibit 68:16.

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

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 Perkins 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 Perkins County for tax year 2026 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, the Property Tax Administrator, the Perkins County Assessor, and the Perkins County Clerk.
3. This order is effective the date it is signed and sealed.

SIGNED AND SEALED: May 15, 2026.

SEAL



*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

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the “**Agreement**”) is entered into this 1<sup>st</sup> day of July, 2026 (the “**Effective Date**”) by and between **HAMILTON INFORMATION SYSTEMS, INC. (“Hamilton”)**, whose address is 1006 12<sup>th</sup> Street, Aurora, Nebraska 68818 and **Perkins County, Nebraska (“Customer”)**, whose address is 200 Lincoln Avenue, Grant, Nebraska 69140, (hereinafter, Hamilton and Customer may be referred to in the aggregate as “**Parties**” and each singularly as a “**Party**”).

### Recitals

WHEREAS, Customer desires to purchase communications or communications-related services from Hamilton; and

WHEREAS, Hamilton is willing to provide such communications or communications-related services to Customer on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties agree as follows:

#### **1. Services.**

(a) During the Term (as hereinafter defined) of this Agreement, Customer may order from Hamilton the services (the “**Services**”) identified in one or multiple statements of work entered into by the Parties (each a “**Customer Service Order**” or a “**CSO**”) which will be attached hereto as **Exhibit “A”** and incorporated herein by this reference (if multiple CSOs, identify as Exhibit A-1, A-2, etc.), at the rates, charges and other terms identified therein by submitting to Hamilton Customer’s order for such Services. Each Customer Service Order submitted by Customer and accepted by Hamilton shall be considered a separate contract between the Parties that incorporates the terms of this Agreement. To the extent the terms of this Agreement conflict with any terms of a Customer Service Order, the terms of the Customer Service Order shall control with respect to that CSO.

(b) If accepted and approved by Hamilton, Hamilton shall provide to Customer the Services identified and agreed upon in the Customer Service Order, which shall contain a specific description of the Services being provided and any work product, documentation, processes, procedures, methods, materials or results of the Services generated for Customer (collectively, the “**Deliverables**”), any requirements or specifications applicable to the Services,, applicable charges and period of time that Customer agrees to purchase such Services, together with any facilities or software ancillary to such Services. The pricing for the Services shall be set forth in each Customer Service Order, which prices will remain fixed for the term specified in the applicable Customer Service Order.

(c) If additional construction of facilities by Hamilton or Hamilton-Provided Customer Premises Equipment (as hereinafter defined) are required to provide the Services requested by Customer, Hamilton may quote such additional costs to Customer, including the terms of payments

and any termination charges. If such additional costs, terms and conditions are accepted by Customer, the Customer Service Order applicable to such Services shall be revised to incorporate such additional costs, terms and conditions as agreed upon by the Parties and shall be signed by the Parties.

(d) If Hamilton provides equipment for installation at Customer's premises ("**Hamilton-Provided Customer Premises Equipment**"), such equipment shall at all times remain the property of Hamilton, and Hamilton shall be allowed to enter Customer's premises to install the Hamilton-Provided Customer Premises Equipment and to recover the Hamilton-Provided Customer Premises Equipment for a period of thirty (30) days following termination of the applicable Customer Service Order in the same condition as it was originally delivered, normal wear and tear excepted. If Customer fails to allow Hamilton to enter Customer's premises to recover any Hamilton- Provided Customer Premises Equipment, Customer shall be liable to Hamilton for the replacement cost thereof, which cost shall be paid by Customer within thirty (30) days of invoice from Hamilton.

(e) Hamilton shall be responsible for initially obtaining and maintaining all easements, licenses, rights of way or other access or property rights necessary for the installation, maintenance and operation of the equipment used to provide the Services, including Customer's use of the same under this Agreement.

(f) Additional exhibit(s) may be added from time to time as needed to better explain any Services being provided to the Customer by Hamilton.

## **2. Term; Termination.**

(a) This Agreement shall be for a term that is the greater of three (3) years commencing on the Effective Date or the last to expire or terminate CSO that was entered into during such three (3)-year period (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each a "**Renewal Term**") unless either Party provides at least sixty (60) days prior written notice to the other Party prior to the end of the Initial Term or any subsequent Renewal Term or this Agreement is otherwise terminated earlier in accordance with this Section 2; provided, however, that this Agreement shall remain in effect and be incorporated into every Customer Service Order for the entire term of such Customer Service Order. It is expressly understood and agreed that each Customer Service Order shall continue in full force and effect, including incorporation of the terms of this Agreement, during its term notwithstanding any termination or expiration of this Agreement. The initial term of each Customer Service Order shall be the term identified in such Customer Service Order. If at the expiration of the initial term specified in each Customer Service Order, Customer shall not have exercised any option to renew contained therein or entered into a new Customer Service Order with Hamilton for the Services, then the existing Customer Service Order shall automatically renew on a month-to-month basis until the Customer Service Order is terminated by either Party upon thirty (30) days' prior written notice. Collectively, the Initial Term and each successive Renewal Term of this Agreement shall be referred to herein as the "**Term.**"

(b) If any Services are terminated after execution of the applicable Customer Service Order and prior to Service Commencement Date (as defined in the Customer Service Order), Customer agrees to pay to Hamilton: (i) those documented and reasonable costs incurred by Hamilton in anticipation of its obligations under such Customer Service Order through the date of receipt of termination notice and (ii) any documented fees and costs that Hamilton incurs from third parties in connection with cancellation of the Services.

(c) If any Services are terminated after the Service Commencement Date specified in the applicable Customer Service Order and prior to the expiration of the initial term of such Services contained in the applicable Customer Service Order for any reason other than as set forth in Section 2(f) or a Default by Hamilton as set forth in Section 2(g), then Customer agrees to pay Hamilton an early termination charge equal to the sum of:

- (i) one hundred percent (100%) of the monthly recurring charges for the Services multiplied by the number of months remaining in the initial term;
- (ii) any cancellation fees Hamilton incurs from third parties in connection with cancellation of the Services; and
- (iii) any outstanding invoices or other amounts still owed by Customer.

Such payment shall be due within thirty (30) days of the effective date of cancellation.

(d) Upgrading of the Services to services with greater recurring charges shall be considered a service upgrade, in which case the original Services are not considered terminated for purposes of the early termination charge described in Section 2(c); provided, however, the term provided in the Customer Service Order for the upgraded service must be of equal or longer duration as compared to the original Services to avoid the early termination charge. For avoidance of doubt, Customer may substitute service location and services without termination penalties if substitution is agreed upon by Hamilton.

(e) Customer and Hamilton reserve the right to negotiate for and agree to a different termination liability on an individual order basis, which shall be set forth in an applicable Customer Service Order executed by both Parties.

(f) If the Federal Communications Commission, a state Public Service Commission or a court of competent jurisdiction issues a rule, regulation, law or order which has the effect of canceling, changing or superseding any material term or provision of this Agreement or any Customer Service Order (collectively, "**Regulatory Requirement**"), then the Parties shall attempt to mutually agree on a modification and amendment of this Agreement and the affected Customer Service Order in such a way as is necessary to comply with such Regulatory Requirement. Should the Parties not be able to agree on modifications necessary to comply with the Regulatory Requirement within thirty (30) days after the Regulatory Requirement is effective, then, upon written notice, either Party may, to the extent practicable, terminate that portion of this Agreement or Customer Service Order impacted by the Regulatory Requirement, and Customer shall not be liable for termination charges hereunder, except any non-recurring fees Hamilton incurs from other

third parties in connection with cancellation of such Services and any outstanding invoices still owed by Customer.

(g) The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement (each, a **“Default”**):

- i. Either Party’s insolvency, dissolution or cessation of business operations;
- ii. Customer’s failure to pay any delinquent invoice or amount owed;
- iii. Customer’s fraudulent or illegal use of the Services; and
- iv. Either Party’s uncured failure to perform any obligation under this Agreement or a CSO; and
- v. Any assignment of this Agreement that violates Section 16(b).

(h) In the event of a Default under this Agreement or a Customer Service Order by a Party, the other Party may terminate this Agreement or the affected Customer Service Order upon thirty (30) days’ written notice, unless the breaching Party cures the breach during the thirty (30)-day period.

(i) Upon any Default by Customer not cured before the expiration of the applicable notice and cure period, Hamilton may, at its sole option, do any or all of the following:

- i. Cease accepting or processing Customer Service Orders and suspend Services;
- ii. Cease all electronically and manually generated information and reports;
- iii. Draw on any letter of credit, security deposit or other assurance of payment and enforce any security interest provided by Customer;
- iv. Terminate this Agreement and any and all Orders for Services without liability to Customer;
- v. Collect from Customer any disconnection charges; and/or
- vi. Pursue such other legal or equitable remedy or relief as may be available to Hamilton.

### **3. Billing; Payment.**

(a) Customer shall pay to Hamilton all undisputed recurring and non-recurring charges for the Services at the rates and charges set forth in the applicable Customer Service Order. All undisputed charges shall be due and payable on the first day of the month following the invoice date (the **“Due Date”**). A pro-rated portion of the first month’s rates and charges will be included on the first invoice plus the next month’s rates and charges in advance. Non-recurring charges will be included on the invoice for the month in which incurred. Hamilton shall invoice promptly and in accordance with this subsection, and, notwithstanding anything in this Section 3 to the contrary, Customer shall not be required to pay any charges invoiced more than one hundred and eighty (180) days after such charges are incurred.

(b) If any undisputed amounts are not paid on the Due Date, a late charge shall accrue on all amounts not paid when due equal to one and one-half percent (1 1/2%) (or the maximum legal rate, if less) of the unpaid balance per month. In the event a payment is received by Hamilton and is returned for insufficient funds or bank charges, to the extent permitted by law, the Customer will reimburse Hamilton the greater of all associated processing charges incurred by Hamilton or

a charge of twenty-five dollars (\$25.00) per returned item and any interest due on past due amounts.

(c) If payment is more than thirty (30) days late, Customer will be subject to interruption of Services. A past-due notice will be sent as a courtesy with the applicable discontinuation date. If the past-due balance is not received, or a payment arrangement has not been agreed to by the Parties by the discontinuation date, applicable Services will be disconnected.

(d) If Customer disputes any portion of an invoice, then Customer must submit a written claim (including all relevant documentation) to Hamilton no later than sixty (60) days after the due date for the disputed charge. Failure of Customer to notify Hamilton of a dispute within one hundred and eighty (180) days after the due date for the disputed charge shall constitute a waiver by Customer of any dispute and that invoice shall be considered correct and complete. The Parties shall negotiate in good faith to resolve any dispute, and Hamilton shall credit all disputed charges resolved in Customer's favor retroactive to the date the disputed charges first appeared on Customer's invoice. For any disputes that are not resolved in favor of Customer, Hamilton shall provide a detailed explanation for the denial of Customer's claim along with any application calculation(s).

(e) Customer acknowledges that delivery of the Services is subject to credit approval by Hamilton. Customer further acknowledges that Customer may be required to pay a deposit or provide other security before delivery of the Services is authorized by Hamilton. At such time as the provision of Services to Customer under a Customer Service Order that was subject to a security deposit is terminated, the balance of any cash deposit (not otherwise credited against any amounts owed to Hamilton) will be refunded.

#### **4. Taxes; Assessments.**

Customer agrees that, to the extent any provision of Services by Hamilton to Customer is subject to governmental assessments, taxes, surcharges, and/or fees (other than taxes on Hamilton's net income or gross receipts), Hamilton shall have the authority to charge and collect such assessments, taxes, surcharges, and/or fees directly from Customer, unless Customer has provided Hamilton with proof of a valid, government-issued certificate exempting Customer from the particular assessment, surcharge, or fee that Hamilton seeks to collect. Customer further agrees that, to the extent any services it provides to its own customers through resale are themselves subject to governmental assessments, taxes, surcharges, and/or fees, Customer acknowledges that it will be solely responsible for identifying such services, collecting all assessments, taxes, surcharges, and/or fees due for provision of such services from the end user, and remitting such collections to the appropriate authority.

#### **5. Representations and Warranties; Disclaimer.**

(a) Each Party represents and warrants to the other Party that (i) its execution and performance of its obligations under this Agreement will not result in its breach of or default under any agreement or arrangement by which it is bound; (ii) this Agreement is valid, binding, and enforceable against it in accordance with its terms; (iii) the person signing this Agreement its behalf

has been duly authorized and empowered to enter into this Agreement; and (iv) it has full corporate power and authority to execute, deliver, and perform its obligations under this Agreement.

(b) Hamilton represents and warrants that the Services will be provided: (i) in a professional and workmanlike manner, using qualified personnel; (ii) in a manner that conforms to specifications and requirements contained in the applicable CSO; and (iii) in compliance with applicable laws and regulations. Hamilton does not warrant that the Services will be provided without interruption. In the case of a service interruption caused solely by Hamilton, if provided in the applicable Customer Service Order, Hamilton shall make a refund to Customer in the form of a pro rata credit Hamilton's charges in accordance with the requirements of the applicable Customer Service Order. Such credit will not be given for Services interruption caused by Customer, activities or facilities furnished by Customer or third parties, or area or widespread disaster.

(c) THE WARRANTIES SET FORTH IN THIS SECTION CONSTITUTE THE ONLY WARRANTIES PROVIDED BY HAMILTON, AND HAMILTON MAKES NO OTHER REPRESENTATIONS OR WARRANTIES TO CUSTOMER. HAMILTON HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES THAT HAMILTON HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. FURTHER, HAMILTON HAS NOT REPRESENTED THAT SERVICES WILL PREVENT ALL DATA BREACHES.

## **6. Indemnification.**

(a) Customer shall indemnify and hold harmless Hamilton and its officers, directors, agents and employees from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (collectively referred to as "**Claims**") arising out of or in any manner relating to: (i) violation by Customer of any law, rule or regulation by any governmental authority or other agency; (ii) any claim for withholding or other taxes owed by Customer that might arise or be imposed due to this Agreement or the performance hereof; (iii) damage to property or personal injury (including death) arising out of the negligence or willful acts or omissions of Customer; (iv) breach of any representation, warranty, or obligation contained in this Agreement or any Customer Service Order by Customer; or (v) any act or omission of Customer and its officers, directors, agents, employees or customers arising under or in any way related to this Agreement or any Customer Service Order.

(b) Hamilton shall indemnify and hold harmless Customer and its officers, directors, agents and employees from and against any and all claims, demands, causes of action, losses, damages, costs and expenses (collectively referred to as "**Claims**") arising out of or in any manner relating to: (i) violation by Hamilton of any law, rule or regulation by any governmental authority or other agency; (ii) any claim for withholding or other taxes owed by Hamilton that might arise or be imposed due to this Agreement or the performance hereof; (iii) damage to property or

personal injury (including death) arising out of the gross negligence or willful acts or omissions of Hamilton; (iv) breach of any representation, warranty, or obligation contained in this Agreement or any Customer Service Order by Hamilton; or (v) any act or omission of Hamilton and its officers, directors, agents, employees or customers arising under or in any way related to this Agreement or any Customer Service Order.

**7. Limitation of Liability.**

(a) IN NO EVENT SHALL HAMILTON OR ANY OF ITS DIRECTORS, EMPLOYEES OR OTHER REPRESENTATIVES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATIONS, THOSE RESULTING FROM LOSS OF DATA, INCOME, PROFIT, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR USE THEREOF EVEN IF HAMILTON HAS BEEN ADVISED OR HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. HAMILTON SHALL NOT BE LIABLE FOR ANY DAMAGES, DIRECT OR INDIRECT, IN EXCESS OF THE AMOUNT OF COMPENSATION PAID BY CUSTOMER TO HAMILTON FOR A TIME PERIOD OF TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH CAUSED ANY SUCH ALLEGED DAMAGES. OTHER THAN THE WARRANTIES IN SECTION 5 ABOVE, THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS-IS" BASIS WITH NO WARRANTIES, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, AND HAMILTON DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

(b) Hamilton does not guarantee the results of any of the Services, and no statement set forth in any Customer Service Order shall be construed as a statement of guarantee. Customer acknowledges and agrees that Customer is purchasing services and not results, and any failure of the Services to reach the Customer's intended results will not in and of itself entitle Customer to any refund or remedy.

**8. Insurance.**

(a) During the Term, Hamilton shall, at its expense, secure and maintain in force with competent and qualified issuing insurance companies the following coverages: Worker's Compensation Insurance complying with applicable laws; Commercial General Liability Insurance for personal injury and property damage such that the total available limits to all insureds will not be less than \$1,000,000 combined single limit for each occurrence and \$1,000,000 aggregate for each annual period; and umbrella liability insurance coverage with limits not less than \$3,000,000 (above the primary policy).

(b) During the Term, Customer shall, at its expense, secure and maintain in force with competent and qualified issuing insurance companies the following coverages: Commercial General Liability Insurance for personal injury and property damage such that the total available limits to all insureds will not be less than \$1,000,000 combined single limit for each occurrence and \$1,000,000 aggregate for each annual period; and umbrella liability insurance coverage with limits not less than \$3,000,000 (above the primary policy).

## 9. Confidentiality.

(a) During the course of Hamilton performing Services for Customer, either Party and/or its Affiliates (as defined herein) (“**Disclosing Party**”) may disclose Confidential Information (as defined herein) to the other Party and/or its Affiliates (“**Receiving Party**”). “**Confidential Information**” shall mean and include any non-public financial, operational, technical, and other information relating to the present and future businesses and affairs of the Disclosing Party and its Affiliates, whether such information is provided in written, oral, graphic, pictorial, or recorded form or stored on computer discs, hard drives, magnetic tape, or digital or any other electronic medium. Receiving Party shall: (i) protect Disclosing Party's Confidential Information in a reasonable and appropriate manner to the same extent it protects the confidentiality of its own Confidential Information of like kind, but in no event in a less than reasonable manner; and (ii) use and reproduce Disclosing Party's Confidential Information only to perform its obligations and exercise its rights pursuant to this Agreement or any Customer Service Order. Receiving Party may share Disclosing Party's Confidential Information with its employees and third parties assisting Receiving Party in the performance of its obligations and the exercise of its rights under this Agreement or any applicable Customer Service Order. As used in this Agreement, the term “**Affiliate**” means, with respect to any person, any other person that, directly or indirectly, controls, is controlled by, or is under common control with, such first person, whether through the ownership of securities, by contract, or otherwise.

(b) The terms, conditions, and content of this Agreement and any Customer Service Order are in all respects confidential. Each Party agrees to not disclose, directly or indirectly, the terms, conditions, or content of this Agreement or any Customer Service Order to any third party other than to (i) its employees or financial or legal advisors who have a need to be informed of the contents hereof or thereof and who are advised and agree to abide by the provisions in this Section 9; or (ii) as required to comply with any applicable law or court order.

(c) The obligations set forth in this Section 9 shall not apply to information that is: (i) publicly known at the time of receipt or which becomes publicly known thereafter through no fault of Receiving Party; (ii) already known by Receiving Party prior to the date of this Agreement; (iii) disclosed to Receiving Party by a third party who is not, to Receiving Party's knowledge, under a confidentiality restriction with respect to such Confidential Information; or (iv) independently developed by Receiving Party without reference to any Confidential Information of the Disclosing Party. The disclosure of Confidential Information pursuant to a subpoena or other validly issued administrative or judicial process shall not be a breach of Receiving Party's obligations, provided that Receiving Party provides Disclosing Party with notice prior to any such disclosure unless such prior notice is prohibited by law.

(d) Receiving Party agrees to return to Disclosing Party, or to destroy, any and all Confidential Information received pursuant to this Agreement, together with all copies that may have been made, promptly upon request of the Disclosing Party or, if not requested earlier, upon completion of the Services or termination of this Agreement. Upon destruction of Confidential Information or any copies thereof, Receiving Party shall certify in writing to Disclosing Party that such destruction has occurred.

(e) Notwithstanding any other provision of this Agreement, either Party may apply to a court of competent jurisdiction seeking an injunction or other equitable relief for the breach of this Section 9.

(f) Each Party acknowledges and agrees that this Section 9 shall survive any termination of this Agreement for a period of five (5) years.

**10. Non-Solicitation.** Customer acknowledges that Hamilton is involved in a highly strategic and competitive business. Customer further acknowledges that Customer would gain substantial benefit, and that Hamilton would be deprived of such benefit if Customer were to directly hire any personnel employed by Hamilton. Customer agrees that during the Term and for a period of one (1) year following the termination of this Agreement, Customer will not hire or attempt to hire, either through direct employment or as a contractor or as a conduit for another party, any of Hamilton's employees or any party seeking employment with Hamilton or any of its Affiliates. Customer agrees any breach of its obligations under this provision will damage Hamilton in an amount which may be difficult to determine with certainty and, thus, Customer will compensate Hamilton an amount equal to one year's compensation to any such employee hired by Customer. Hamilton shall, at its option, be entitled to seek injunctive relief in the event of such breach.

**11. Independent Contractor.** The Parties acknowledge and agree that the relationship between them is solely that of independent contractors. Neither Party, nor their respective employees, agents or representatives, has any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party. Neither this Agreement nor the performance of the Services shall, or be deemed to create a partnership, joint venture, agency, fiduciary or employment relationship between the Parties.

**12. Force Majeure.** In the event that Hamilton's performance of any obligation hereunder is delayed or prevented by reasons outside its reasonable control, including, without limitation, acts of God or of the public enemy; governmental requirements; changes in governmental laws or regulations; earthquakes; fires; floods or other catastrophes; epidemics or quarantines; freight embargoes; war; terrorism; civil strife; insurrection; riot; materials shortages; or labor stoppages (each, a "**Force Majeure Event**"), then Hamilton shall promptly notify Customer of the Force Majeure Event and shall be excused from performance to the extent delayed or prevented; provided, however, that Hamilton shall take reasonable steps to avoid or remove such cause of nonperformance and shall continue to perform to the extent reasonably possible, and provided further that any time for performance set forth in this Agreement shall be extended for a period equal to the period of any such nonperformance.

**13. Dispute Resolution.** Any disagreement or dispute between the Parties shall, if not promptly resolved by mutual agreement, be reduced to writing and submitted to executive officers of each Party designated by such Party to handle such disputes. Within thirty (30) days of the submittal, such executive officers may, upon mutual agreement, meet to resolve the dispute and to hear any arguments that a Party wishes to make in connection therewith. If the executive officers reach an agreement on the disposition of the dispute, they shall promptly issue their joint written decision resolving the dispute. Any dispute so dealt with shall be conclusively and finally decided and shall not be the subject of any litigation. Should the executive officers be unable to promptly

resolve a dispute, either Party may commence litigation in accordance with Section 16(e) below.

**14. Government Regulation.** Customer recognizes that certain Services provided under this Agreement may be telecommunications services subject to regulation by the Federal Communications Commission and/or the applicable state regulatory commission. Services provided hereunder may result in required contributions to federal or state Universal Service or other funds, which are subject to change by legislation or regulations from time to time. Hamilton shall treat Customer as an end user of Services and Customer shall be responsible for payment of all contributions arising from these Services unless Customer provides a certification in a manner acceptable to Hamilton that it is not an end user or is otherwise exempt from these contributions. If any change in law or regulation requires modification of the Services or of Hamilton facilities due to the nature of Customer's business or Customer's use of the Services, Customer shall be responsible for a pro rata share of the costs for such modifications. This Agreement shall be modified by Hamilton to comply with any changes in federal, state or local laws, including but not limited to future regulations of the Federal Communications Commission or the applicable state regulatory commission. Modifications to facilities required by changes in law may be subject to additional fees, as further described in the Customer Service Order.

**15. Marks and Publicity.** Neither Party shall have the right to use the other Party's or its Affiliates' trademarks, service marks or trade names or to otherwise refer to the other Party in any marketing, promotional or advertising materials or activities, except as may be agreed in advance in writing by the Parties. Neither Party shall issue any press release relating to any contractual relationship between Hamilton and Customer, except as may be required by law or agreed between the Parties in writing.

**16. General Provisions.**

(a) Compliance with Laws. Each Party shall at all times comply with all applicable laws, statutes, rules, regulations and ordinances, including without limitation the laws of the State of Nebraska. Hamilton has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

(b) Assignment. Neither Party shall assign this Agreement without the prior written consent of the other Party, whose consent will not be unreasonably withheld; however, either Party may assign or transfer this Agreement to a controlling or controlled Affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of the other Party. Any attempted assignment without such consent will be null and void. Subject to the foregoing, this Agreement will inure to the benefit of a Party's successor or permitted assign.

(c) Waiver. Failure of either Party to enforce or insist upon compliance with the provisions of this Agreement or a Customer Service Order shall not be construed as a general waiver or relinquishment of any provision or right under this Agreement or the Customer Service Order.

(d) Survival. The indemnifications, covenants and agreements of Customer contained in this Agreement and any Customer Service Order, including, but not limited to, Customer's obligations to pay all amounts due, shall survive any termination of this Agreement or termination

of a Customer Service Order. The rights and obligations under this Agreement shall survive any merger or sale of either Party and shall be binding upon the successors and permitted assigns of each Party.

(e) Governing Law; Jurisdiction. This Agreement shall be governed by, enforced and interpreted in accordance with the laws of the State of Nebraska, without regard to conflict of laws principles. The Parties agree that the state and federal courts located in Lincoln, Nebraska shall have proper and exclusive jurisdiction and venue for any court proceedings arising from this Agreement and the Parties hereto waive any claim based on inconvenient forum or venue, or lack of jurisdiction.

(f) Notices. All notices, including, but not limited to, demands, requests and other communications required or permitted hereunder (not including invoices) shall be in writing and shall be deemed to be delivered when actually received, whether upon personal delivery or if sent by facsimile or overnight delivery and shall be deemed delivered three (3) days after mailing if mailed by regular mail. All notices shall be directed to the addresses set forth in the introductory paragraph of this Agreement or to such other address as each of the Parties may notify the other.

(g) Third Party Beneficiaries. The provisions of this Agreement and the rights and obligations created hereunder are intended for the sole benefit of Hamilton and Customer, and do not create any right, claim or benefit on the part of any person not a party to this Agreement, including end- users.

(h) Amendments. Except as may otherwise be provided herein, any amendments or modifications to this Agreement or to a Customer Service Order must be in writing and signed by an authorized officer of Hamilton and an authorized officer of Customer.

(i) Severability. The illegality or unenforceability of any provision of this Agreement or of a Customer Service Order shall not affect the legality or enforceability of any other provision or portion hereof or thereof. If any provision or portion of this Agreement or of a Customer Service Order is deemed illegal or unenforceable for any reason by a court of competent jurisdiction, there shall be deemed to be made such minimum change in such provision or portion as is necessary to make it valid and enforceable as so modified.

(j) Construction; Adequate Legal Counsel. The language used in this Agreement is deemed the language chosen by the Parties to express their mutual intent. No rule of strict construction shall be applied against either Party. By its signature below, each Party acknowledges and agrees that sufficient allowance has been made for review of this Agreement by respective legal counsel and that each Party has been advised as to its legal rights, duties and obligations under this Agreement.

(k) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same instrument.

(l) Entire Agreement. This Agreement and all exhibits and other attachments incorporated herein, and any Customer Service Order between the Parties, represent the entire agreement between the Parties with respect to the subject matter hereof and supersede and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and

inducements to the making of this Agreement or any Customer Service Order relied upon by either Party, whether written or oral.

IN WITNESS WHEREOF, the Parties by their authorized representatives have executed this Agreement on the date first above written.

“Customer”

Perkins County, Nebraska

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

“Service Provider”

Hamilton Information Systems, Inc.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**MANAGED IT SERVICE ORDER**

This Customer Service Order for Managed IT Services (the “**IT CSO**”), dated as of July 1, 2026 (the “**Effective Date**”), is by and between Hamilton Information Systems, Inc. (“**Hamilton**”), and Perkins County, Nebraska (“**Customer**”) and is incorporated into the Master Services Agreement between Hamilton and Customer dated July 1, 2026 (the “**MSA**”). Capitalized terms not defined herein have the meaning given in the MSA. The Managed IT Services Addendum (the “**Addendum**”) is attached and made part of this IT CSO. All capitalized terms not defined herein have the meanings given in the Addendum or MSA.

In consideration of and subject to the terms and conditions of the MSA and Addendum, Customer and Hamilton agree to the following terms as shown below.

**Project Name:** Managed IT Services

**Objective:** Customer desires that Hamilton provide, and Hamilton is willing to provide, certain managed IT services pursuant to the terms of this IT CSO.

**Project, Milestones, and Staffing:** Hamilton shall provide Customer the Managed IT Services in the following Managed IT Services Table:

**Managed IT Services Table**

Core Elements	Description
Server Monitoring	Monitoring the Customer's servers for any issues that may arise.
Backup Monitoring	Monitoring the success of the Customer's backup solution to ensure that their data is always protected.
Network Monitoring	Monitoring the Customer's routers and switches to ensure that network traffic is always moving.
Workstation Monitoring	Monitoring the Customer's workstations for any issues that may arise to ensure optimum performance
Automated Maintenance	Basic automated maintenance and self-healing solutions applied to customers' servers, workstations.
Patch Management	Monitoring and management of patch levels; ensuring desktops, servers are kept up to date.
Application Monitoring	Monitoring customers' email availability, Outlook web access, SQL Database, and Terminal Services.

Core Elements	Description
Endpoint Security (ESM)	Apply a complete security management system to Customers' environment, including: anti-virus, anti-spyware, anti-malware management, secure internet gateway, and content filtering.
Performance Reporting	Monthly / quarterly meetings to review customized reports, overall network health, and strategic IT planning with Customer.
Security Awareness Training	Staff security awareness training.
Privileged Access Mgmt	Privileged access management.
Data Backup	3-2-1 Server Backup.
Password Manager	Secure password manager.
Microsoft 365 Email	Microsoft 365 email including office suite apps and enterprise email filtering.
Multi-Factor Authentication	Duo Multi-Factor Authentication

This IT CSO covers the following Service Sites:

Site Name	Address	Phone	Contact
Main Office	200 Lincoln Avenue Grant, NE 69140	(308) 352-7560	James Brueggeman

This IT CSO allows for the following Customer Maintenance Windows:

Site Name	Task	Day	Time
Listed locations	Workstation Patching	Tuesday	10 PM-5AM
Listed locations	Server Patching	Saturday	10 PM-5AM
Listed locations	Workstation Reboots	Tuesday	10 PM-6 AM
Listed locations	Server Reboots	Saturday	10 PM-6 AM
Listed locations	Routing Maintenance Items	Everyday	8 PM-3AM

**Device Identification and Preventative Checklist:** This IT CSO is based on the following information agreed upon by Customer.

**DEVICES SUPPORTED BY THIS IT CSO**

The following devices are covered by this IT CSO:

- 1x Physical Servers
- 34x Employee Workstations (combination of Desktop PC’s and laptops)
- Network equipment at 1 listed locations.
- Firewall appliances at 1 listed locations.

Since this IT CSO includes device support, Customer is responsible for informing Hamilton of changes to the number of devices within five (5) business days. Under this IT CSO, Customer is entitled to support for Twenty-eight (28) full-time employees and Six (6) part-time employees using supported workstations and a quantity of One (1) server(s) as defined in the Program Description. Any additional employee hired will add \$150.00 per month per employee. The monthly pricing will be automatically updated with the addition of an employee.

**Preventative Maintenance Checklist**

Description	Daily	Weekly	Monthly	Quarterly
Preventative Maintenance	✓	✓	✓	✓
Real Time System Monitoring	✓	✓	✓	✓
Backup Monitoring	✓			
Virus Definition Updates	✓			
Real Time Virus Scanning	✓			
Deep Virus Scanning		✓		
Workstation Security Patches		✓		
Server Security Patches		✓		
Event Log Monitoring	✓			
Temporary File Removal		✓		
Defragmentation of Workstation Hard Drives		✓		
Disk Error Checking	✓			
Disk Space Checking	✓			

Description	Daily	Weekly	Monthly	Quarterly
Executive Reporting			✓	
Review and Planning Meeting				✓

### Resources

- Hardware to be provided by Hamilton or required to be obtained from third-party vendors:
- Third-Party Software required for use of the services: This list may be updated from time to time by Hamilton:
  - <https://www.huntress.com/terms-of-use>
  - <https://www.dnsfilter.com/terms-of-service>
  - <https://usinternet.com/terms-of-use/>
  - [https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/Cisco\\_General\\_Terms.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf)
  - <https://www.ninjaone.com/terms-of-use/>
  - <https://www.keepersecurity.com/termsfuse.html>
  - <https://www.cyberfox.com/company/trust-center/master-terms-and-conditions/>
  - [https://info.printerlogic.com/rs/338-HTA-134/images/Service\\_Level\\_Agreement\\_SLA\\_EN.pdf?version=0](https://info.printerlogic.com/rs/338-HTA-134/images/Service_Level_Agreement_SLA_EN.pdf?version=0)
  - <https://www.smtp2go.com/terms/>
  - <https://www.veeam.com/legal/licensing-policy.html>
  - <https://www.microsoft.com/en-us/legal/terms-of-use>

### Term

Project duration and renewal options: This IT CSO shall be for a term of one (1) year commencing on the Effective Date (the “**Initial Term**”). Thereafter, this IT CSO shall automatically renew for successive one (1) year periods (each a “**Renewal Term**”) unless either Party provides at least sixty (60) days prior written notice to the other Party prior to the end of the Initial Term or any subsequent Renewal Term or this IT CSO is otherwise terminated earlier in accordance with Section 2 of the MSA or Section 2 of the Addendum. It is acknowledged and agreed that Customer will pay Service Provider in accordance with the terms of this IT CSO, for any part or all of the Services provided. Because some services may not be fully installed or commenced upon the Effective Date, Customer will receive a prorated invoice until all Services are commenced.

**Fee Structure  
Rate Card**

<b>Time of Service</b>	<b>Rates</b>
<b>Business Hours</b> Monday-Friday, 8:00am-5:00pm	<b>Onsite: Included</b> <b>Remote: Included</b>
<b>After Hours</b> Monday-Friday, 5:00pm-11:00pm Saturday, 9:00am-5:00pm	<b>\$250 / hour</b>
<b>Overnight</b> Monday-Friday, 11:00pm-8:00am Saturday 5:00pm-Monday 8:00am	<b>\$300 / hour</b>
<b>Holidays</b> New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day	<b>\$350 / hour</b>
<b>Trip Fee</b>	<b>\$2.00 per mile</b>

**Monthly Pricing Structure**

The cost of the Managed IT Services is based upon several key factors:

1. Base program cost that includes monitoring of workstations for 34 employees, 1 server(s), and networking equipment. These are the devices that have been identified in the IT CSO that will require maintenance, monitoring and support as determined by your organization's critical business functions (email, internet, file sharing, etc).
2. Any additional servers or devices that exceed the device limit of the IT CSO.
3. Inclusion of any optional modules over and above the base program.
4. Total number of monthly pre-scheduled maintenance hours or block of hours that are required to maintain said devices, as determined by Hamilton.
5. Any additional dispatch, support, or emergency fees.
6. Any special line of business applications or conditions that exist.

**Monthly Maintenance Monitoring and Support**

- The Managed Services program includes pre-scheduled onsite and/or remote support and maintenance. Based on the number of users and devices within your organization, Hamilton will commit to having a technician onsite or working remotely from our

Network Operation Center on a scheduled basis to assist you with any IT related issues or questions.

- **Based on this information, the monthly program price has been determined to be: \$4,650.00, plus tax.**
- **One-time onboarding fee: \$0.00, plus tax.**

**Contact Information**

- Customer invoice address: P.O. Box 156, Grant, NE 69140
- Customer primary contact: James Brueggeman, 308-352-7560, jbrueggeman@perkinscounty.ne.gov
- Customer secondary contact:
- Hamilton primary contact: Ed Uden, (308) 468-6111, ed.uden@hamiltontel.com

Changes to this agreement may only be requested by the persons named above. It is the responsibility of the Customer dated to notify Hamilton of changes to the contact person.

IN WITNESS WHEREOF, the Parties hereto have caused this IT CSO to be executed as of the Effective Date by their respective duly authorized officers.

**“Customer”**

Perkins County, Nebraska

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**“Hamilton”**

Hamilton Information Systems, Inc.

By \_\_\_\_\_

Name: Dan Molliconi

Title: Vice President

## MANAGED IT SERVICES ADDENDUM

This Managed IT Services Addendum (this “**Addendum**”) is incorporated into the CSO. Capitalized terms not defined herein have the meaning given in the CSO or MSA. Each of Hamilton and Customer are a “**Party**” and together the “**Parties**”. In the event of any conflict between this Addendum and the MSA, this Addendum shall control.

### 1. Provision of Managed IT Services

1.1 **Managed IT Services.** This Addendum applies to any managed network and IT services agreed by the Parties in a Customer Service Order issued under the MSA (such services the “**Managed IT Services**” and such Customer Service Order the “**IT CSO**”). The execution of the IT CSO is a prerequisite to Hamilton providing, and Customer receiving, any Managed IT Services.

1.2 **Hours.** Unless otherwise agreed in the applicable IT CSO, Hamilton shall provide the Managed IT Services during Hamilton’s normal business hours (8am – 5pm CST).

### 2. Term and Termination

2.1 **Term.** This Addendum shall commence on the effective date of the applicable IT CSO and continue for the duration of such IT CSO.

2.2 **Termination for Cause.** For the avoidance of doubt, any breach of this Addendum will be grounds for Default under the MSA potentially entitling the non-breaching Party to terminate.

2.3 **Suspension and Termination for Non-Payment.** Notwithstanding anything to the contrary in this Addendum, Hamilton may suspend the Managed IT Services if Customer fails to pay any amount when due hereunder and such failure continues for fourteen (14) days after Customer's receipt of written notice of non-payment. If the non-payment continues for more than thirty (30) days after Hamilton’s written notice, Hamilton may terminate the applicable IT CSO immediately on notice to Customer.

2.4 **Effect of Termination.** Upon termination of this Addendum, any IT CSO, or the MSA: (a) Hamilton will cease providing the Managed IT Services; and (b) all hardware and software installed by Hamilton that was required to conduct the Managed IT Services shall be the property of Hamilton and will be surrendered and returned to Hamilton.

### 3. Customer Obligations

3.1 **Condition of Network.** As a condition precedent to receiving the Managed IT Services, Customer’s network, infrastructure, and technical environment intended to receive the Managed IT Services (the “**Network**”) must be in good working order and satisfy any technical prerequisites identified in writing by Hamilton.

3.2 **Working Environment.** Customer shall provide adequate workspace, heat, light, ventilation, electric current and outlets, and connectivity as necessary for Hamilton to deliver the Managed IT Services.

3.3 **Access.** Customer shall provide to Hamilton and its representatives full remote access to the Customer Network, through a method satisfactory to Hamilton (e.g. a remote persistent VPN connection), so as to enable Hamilton to provide the Managed IT Services.

3.4 Notification of Network Events. Customer shall promptly notify Hamilton of any events or incidents that could adversely impact the Managed IT Services or Hamilton's ability to provide the Managed IT Services.

3.5 Outside Maintenance to Network. Except as otherwise agreed in an IT CSO or otherwise by Hamilton in writing, only representatives authorized by Hamilton will be eligible to access and service the Network. If Customer allows any unauthorized access or service to be conducted on the Network without the explicit consent of Hamilton which results in negative Network performance, the remediation of such negative performance will not be covered by the monthly plan fee as documented in the IT CSO, and will be billed according to Hamilton's labor rates as outlined in the IT CSO. Customer shall promptly inform Hamilton of any modification, installation, or service performed on the Network by individuals not employed or authorized by Hamilton.

3.6 Customer Contract Manager. Customer shall designate in the applicable IT CSO one of its employees to serve as its primary contact with respect to this Addendum and to act as its authorized representative with respect to matters pertaining to this Addendum (the "**Customer Contract Manager**"), with such designation to remain in force unless and until a successor Customer Contract Manager is appointed. Customer may choose to provide a secondary contact, who will be able to act as Customer Contract Manager for the Customer as well. Whenever possible, the Customer Contract Manager shall be present when Hamilton is on-site. Customer will give Hamilton at least thirty (30) days' advanced written notice of the appointment of any new Customer Contract Manager. Customer will require that the Customer Contract Manager respond promptly to any reasonable requests from Hamilton for instructions, information, or approvals required by Hamilton to provide the Managed IT Services.

3.7 General Cooperation and Consents. Customer will cooperate with Hamilton in its performance of the Managed IT Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Hamilton to provide the Managed IT Services. Further, Customer will take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Hamilton's provision of the Managed IT Services.

#### **4. Service Sites and Inspection**

4.1 Service Sites. Hamilton will provide the Managed IT Services only at the specific sites covered and known at the time of software deployment ("**Service Sites**"). The initial Service Sites will be set forth in the applicable IT CSO. If the Customer desires to relocate, add or remove Service Sites, Customer shall give appropriate notice to Hamilton of its intention to relocate sixty (60) days in advance. Hamilton reserves the right to renegotiate service terms with respect to any relocation and/or addition of Service Sites by Customer. Such right includes the right to refuse to provide the Managed IT Services to the Network at the relocation and/or new Service Site. Customer is responsible for informing Hamilton of any remote or alternate users and/or sites as well any standby, spare, or travel devices that are desired to be covered under this Addendum.

4.2 Initial Inspection. Hamilton reserves the right to inspect the Network and any Service Site upon the commencement of the Initial Term of the applicable IT CSO for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network (an "**Initial Inspection**"). Unless otherwise agreed by the Parties, the Initial Inspection shall be charged against Customer's account using Hamilton's standard hourly billing rates as outlined in the applicable IT CSO.

## **5. Service Limitations and Network Equipment Covered; Data Security**

5.1 Service Limitations. Without limitation to any other terms and conditions set forth in this Addendum or the MSA, the following service and support limitations shall apply:

(a) Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this Addendum, unless otherwise set forth in the IT CSO.

(b) Unless otherwise set forth in the IT CSO, all server, network device and software upgrades are outside the scope of this Addendum.

(c) Manufacturer warranty parts and labor or services are outside the scope of this Addendum.

(d) Periodic reboots for devices such as firewalls, routers, and servers are required to apply or activate critical update patches and configuration changes. The Managed IT Services are predicated upon the Customer's support and commitment to providing time and scheduling for network device reboots with its staff and/or users support.

(e) Application software support is limited to the manufacturer's products identified in the applicable IT CSO.

(f) Printer maintenance support is limited to non-warranty servicing of printer products.

(g) Virus mitigation within the scope of this Addendum is predicated on Customer satisfying recommended backup schemes and having appropriate anti-virus software with current updates.

(h) Restoration of lost data caused by systems or hardware failure is outside the scope of this Addendum, unless otherwise stated.

(i) The Managed IT Services herein are contingent on Customer granting Hamilton secure remote access to the Network (e.g. VPN, Citrix/AccessIT, Telnet, SSH, RAS or other solution expressly approved by Hamilton). Depending on the remote access solution used, additional charges may apply.

(j) Support services required or requested outside the scope of this Addendum may not be exchanged for days or Managed IT Services within this Addendum.

5.2 Network Equipment Covered. For purposes of this Addendum, the Network shall include the devices elected by Customer in the Devices Supported by the CSO Section of Exhibit A. Any additional devices added to the Network without the consent or acknowledgement of Hamilton will not be honored or supported by Hamilton until added Managed IT Services to additional devices as outlined in Exhibit A. Customer will give Hamilton at least five (5) days prior notice before adding any additional devices to the Network. Hamilton reserves the right to renegotiate rates based on additions of locations, hardware, software, hardware support requirements, and/or services.

5.3 Data Security. While performing the Managed IT Services, Hamilton will use commercially reasonable efforts, including by adopting industry standard controls and practices, to avoid introducing or causing any unauthorized access to, or use of, the Network. Hamilton's access to and use of

Confidential | Addendum to MSA | Hamilton Information Systems, Inc.

the Network will be solely to provide the Managed IT Services and otherwise perform under this Agreement. Customer acknowledges and agrees, however, that it is solely responsible for the overall security, integrity, and configuration of its Network and other internal systems, including, without limitation, by physically securing the premises and managing employee access. Certain cybersecurity-related Managed IT Services may be available for purchase, which shall be reflected in an IT CSO, and the warranties in Section 7 will apply to these services. NOTWITHSTANDING ANYTHING TO THE CONTRARY, HAMILTON MAKES NO GUARANTEES OR REPRESENTATIONS WHATSOEVER THAT THE MANAGED IT SERVICES WILL PREVENT, DETECT, OR MITIGATE ALL POTENTIAL THREATS OR VULNERABILITIES TO THE NETWORK.

## **6. Fees and Expenses.**

6.1 Fees. In consideration of the Managed IT Services, Customer shall pay Hamilton the applicable rates for the Managed IT Services as set forth in the IT CSO (the "Fees").

6.2 Payment Terms. Payments of all Fees will be made in accordance with the terms of the MSA.

6.3 Suspension. In addition to all other remedies available under the MSA or at law (which Hamilton does not waive by the exercise of any rights hereunder), Hamilton shall be entitled to suspend the provision of any Managed IT Services if the Customer fails to pay any undisputed amounts/fees when due hereunder and such failure continues for thirty (30) days following written notice thereof.

**7. Limited Warranty, Remedies, and Disclaimers.** The following warranties in this Section 7 apply to the Managed IT Services in lieu of any different or conflicting terms in the MSA:

7.1 Hamilton Representations and Warranties. Hamilton represents and warrants to Customer that it shall perform the Managed IT Services:

(a) using personnel of commercially reasonable skill, experience, and qualifications;  
and

(b) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

7.2 Exclusive Remedies. Hamilton's sole and exclusive liability and Customer's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) Hamilton shall use commercially reasonable efforts to promptly reperform any affected Managed IT Services and cure any such breach; provided, that if Hamilton cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Customer's written notice of such breach, Customer may, at its option, terminate the relevant portion of the IT CSO by serving written notice of termination in accordance with the notice provisions of the MSA and Hamilton will refund Customer any pre-paid fees associated with the terminated Managed IT Service(s) within thirty (30) days after such election.

(b) The foregoing remedy shall not be available unless Customer provides written notice of such breach within thirty (30) days after receipt of the Managed IT Services in breach of this warranty.

7.3 WARRANTY DISCLAIMERS. HAMILTON MAKES NO WARRANTIES EXCEPT FOR THOSE PROVIDED IN SECTION 7.1, ABOVE. HAMILTON HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS ADDENDUM, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES HAMILTON HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

7.4 Specific Liability Disclaimers. Customer assumes full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function. Hamilton shall not be responsible to Customer for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to the Network other than those conducted by authorized representatives of Hamilton.

**8. Third-Party Software.** Use of the Managed IT Services require the installation and use of certain third-party software programs and services ("Third-Party Software"). Any such Third-Party Software will be identified in an IT CSO or otherwise by Hamilton in writing prior to commencement of the Managed IT Services. NOTWITHSTANDING ANYTHING TO THE CONTRARY, HAMILTON IS NOT RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE AND MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WHATSOEVER WITH RESPECT TO THIRD-PARTY SOFTWARE. ANY USE OF THIRD-PARTY SOFTWARE WILL BE GOVERNED SOLELY BY THE APPLICABLE END USER LICENSE AGREEMENT FOR THAT THIRD-PARTY SOFTWARE ("EULA").

**9. Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Customer under this Addendum, an IT CSO, or prepared by or on behalf of the Hamilton in the course of performing the Managed IT Services, (collectively, the "Deliverables") except for any Confidential Information of Customer or Customer materials shall be owned by Hamilton. Hamilton hereby grants Customer a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Customer to make reasonable use of the Managed IT Services. The Parties acknowledge and agree that this Addendum does not contemplate any assignment of Intellectual Property Rights to Customer or any jointly developed and owned Intellectual Property Rights, and any such development or activities will be subject to a separate written agreement.

**10. Insurance.** In addition to any insurance obligations in the MSA, Hamilton will maintain during the term of any active IT CSO cyber liability insurance in the amount of two-million dollars (\$2,000,000) in the aggregate. Upon Customer's reasonable request, Hamilton will provide a certificate of insurance evidencing this coverage.

## **11. General**

11.1 Entire Agreement. This Addendum, together with the MSA, applicable IT CSO(s) and any related exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed as of the Effective Date by their respective duly authorized officers.

**“Customer”**

Perkins County, Nebraska

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**“Hamilton”**

Hamilton Information Systems, Inc.

By \_\_\_\_\_

Name: Dan Molliconi

Title: Vice President

## INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into as of July 1, 2026, by and between Perkins County, Nebraska, a political subdivision of the State of Nebraska (the "County"), and the City of Grant, a political subdivision of the State of Nebraska (the "City").

WITNESSETH:

WHEREAS, this agreement is made and entered into pursuant to the Nebraska Interlocal Cooperation Agreement Act, NEB. REV. STAT. §§ 13-801 et seq.; and

WHEREAS, the Mayor and Council of the City have determined that contracting for law enforcement services with the County would be in the best interest of the citizens of the City, and desire to contract for such services; and

WHEREAS, the Board of Commissioners of the County has determined that it would be in the best interest of the citizens of the County to support effective and economical law enforcement by providing law enforcement services to the City; and

WHEREAS, NEB. REV. STAT. §§ 19-3801 and City Code Section 1-508 allow for contracting with the County for police services and granting all powers and duties of police officers within the City.

NOW, THEREFORE, in consideration of the payments to be made and equipment and services to be provided, the parties agree to the following terms and conditions:

1. The purpose of this Agreement is for the City to contract with the County to ensure that necessary law enforcement services are provided within its borders, as an alternative to providing its own law enforcement services, as may be otherwise provided by law.

2. This agreement shall be for a term of one year beginning on July 1, 2026 and ending on June 30, 2027. This Agreement may be renewed on the same or different terms as may be negotiated prior to its expiration by the governing Boards of each party. This Agreement may be terminated by either party upon 90 days written notice to the other party. Upon termination by the City or expiration of this Agreement, the City shall provide its own law

enforcement services.

3. The County, through the Sheriff of Perkins County, agrees to provide law enforcement services within the corporate limits of the City. The services to be rendered under this agreement shall include, but are not limited to, the enforcement of the statutes of the State of Nebraska and those City ordinances which are normally considered to be of a law enforcement nature, including the exercise of the duties appropriate to the preservation and maintenance of the public peace, health, welfare, safety and convenience, the apprehension of the perpetrators of criminal acts, and other ordinances as may be reasonably requested by the City and agreed to by both the City and the Sheriff. In particular, Chapter 3 (Misdemeanor) and Chapter 4 (Vehicles and Traffic) of the City Code will be enforced, except that parking enforcement is at the discretion of the Sheriff, and this agreement does not include enforcement of nuisances. Animal ordinance violations are a part of this Agreement and shall be enforced by the Sheriff; except cats, which shall be at the option of the Sheriff. However, the Sheriff and his deputies shall have the authority to determine the priority necessary to individual animal situations in relation to other ongoing situations. Furthermore, the Sheriff and County has no obligation to capture and transport animals, but will cooperate with City designated persons or parties who will provide these services. Prosecution of violations of the City ordinances is the responsibility of the City, and the Sheriff shall provide necessary reports, evidence and officers as witnesses for prosecutions.

4. The Sheriff shall have the sole responsibility for the selection, training, management and discipline of the personnel for this agreement. The Sheriff or his designated Deputies shall be assigned for duty in the City. The Officers assigned shall be members of the Perkins County Sheriff's Office and trained under the authority of the Sheriff. Compensation for the personnel, provision for bonds, fringe benefits, insurance and Worker's Compensation shall be the sole responsibility of the County.

5. The County shall furnish fully equipped and marked Sheriff's Department vehicles while patrolling in the City.

6. The County will provide dispatch services necessary for performance of law enforcement under this agreement.

7. The parties agree that the County will, to the extent reasonably permitted by demands of the particular shift, provide Officer(s) to conduct a complete patrol of the area within the

boundaries of the City a minimum of three times in a period of 24 hours, in addition to responding to all calls for service. The parties recognize that the requirements of this paragraph need to be somewhat flexible to take into consideration special situations for law enforcement within the City and County; randomizing patrol coverage so violators are unable to establish police coverage; officer and public safety; and emergency situations which may obligate law enforcement outside of the City. The random patrols shall be determined by the Sheriff. However, notwithstanding this control, the Sheriff shall provide the random patrols with due consideration to reasonable requests of the City which are properly brought to his attention, and his professional opinion when patrol times would best deter crime within the City. The Sheriff shall maintain an accurate record of patrol activity and service conducted while on duty within the City.

8. The Sheriff shall provide the City with monthly reports indicating the number of patrols conducted and the activities of the Deputies within the City corporate limits. The Sheriff shall also meet with the City Council upon request with reasonable advance notice to discuss issues that may have arisen; and, if available, the Sheriff or his assigned Deputy shall be present at City Council meetings upon the Mayor's request. The Sheriff or Council may request that discussions be held in closed sessions if allowed by Nebraska law.

9. In consideration for the services rendered, the City shall pay an annual fee of \$112,992.00 for July 1, 2026, through June 30, 2027. Payments shall be made monthly in accordance with the schedule attached as Exhibit A. Each such payment shall be made to the Perkins County Treasurer, who shall act as the fiscal agent for this fund.

10. It shall be the duty of the Perkins County Board of Commissioners to act as the fiscal manager of all funds to be received and expended in regard to this agreement. The Sheriff shall submit to the Commissioners a budget statement in the form provided for expenditure of money in other County government functions. All expenditures shall be by claim duly executed and presented for approval and in conformity with the adopted budget statement, and shall in all respects be governed by the same rules and law applicable to other public funds.

11. This Agreement shall be executed in two counterparts, and each counterpart shall constitute an original in every respect.

12. This agreement shall be binding upon the parties hereto as of the date of its execution by all of the parties hereto.

CITY OF GRANT,

COUNTY OF PERKINS,

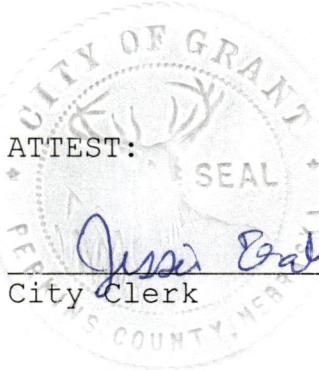
By: *Frank Johnson-Schmitt*  
Mayor

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

ATTEST:

  
*Jessie Eaton*  
City Clerk

ATTEST:

\_\_\_\_\_  
County Clerk

Approved as to Form and Content:

*[Signature]*  
Perkins County Sheriff

Grant - Perkins County Interlocal Agreement  
Exhibit A  
Schedule of Monthly Payments

07/2026	\$ 9,498.86
08/2026	\$ 9,498.86
09/2026	\$ 9,498.86
10/2026	\$ 9,388.38
11/2026	\$ 9,388.38
12/2026	\$ 9,388.38
01/2027	\$ 9,388.38
02/2027	\$ 9,388.38
03/2027	\$ 9,388.38
04/2027	\$ 9,388.38
05/2027	\$ 9,388.38
06/2027	\$ 9,388.38

## INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into as of July 1, 2026, by and between Perkins County, Nebraska, a political subdivision of the State of Nebraska (the "County"), and the Village of Elsie, a political subdivision of the State of Nebraska (the "Village").

### WITNESSETH:

WHEREAS, this agreement is made and entered into pursuant to the Nebraska Interlocal Cooperation Agreement Act, NEB. REV. STAT. §§ 13-801 et seq.; and

WHEREAS, the Board of Trustees of the Village has determined that contracting for law enforcement services with the County would be in the best interest of the citizens of the Village, and desire to contract for such services; and

WHEREAS, the Board of Commissioners of the County has determined that it would be in the best interest of the citizens of the County to support effective and economical law enforcement by providing law enforcement services to the Village; and

WHEREAS, NEB. REV. STAT. §§ 19-3801 allows for contracting with the County for police services and granting all powers and duties of police officers within the Village.

NOW, THEREFORE, in consideration of the payments to be made and equipment and services to be provided, the parties agree to the following terms and conditions:

1. The purpose of this Agreement is for the Village to contract with the County to ensure that necessary law enforcement services are provided within its borders, as an alternative to providing its own law enforcement services, as may be otherwise provided by law.

2. This agreement shall be for a term of one year beginning on July 1, 2026, and ending on June 30, 2027. This Agreement may be renewed on the same or different terms as may be negotiated prior to its expiration by the governing Boards of each party. This Agreement may be terminated by either party upon 90 days written notice to the other party. Upon termination by the Village or expiration of this Agreement, the Village shall provide its own law enforcement services.

3. The County, through the Sheriff of Perkins County, agrees to provide law enforcement services within the corporate limits of the Village. The services to be rendered under this agreement shall include, but are not limited to, the enforcement of the statutes of the State of Nebraska and those Village ordinances which are normally considered to be of a law enforcement nature, including the exercise of the duties appropriate to the preservation and maintenance of the public peace, health, welfare, safety and convenience, the apprehension of the perpetrators of criminal acts, and the enforcement of any law, rule, ordinance or order. In particular, traffic offenses and general offenses of the Village Code will be enforced, except that parking violation enforcement is at the discretion of the Sheriff, and this agreement does not include enforcement of nuisances. Animal ordinance violations are a part of this Agreement and shall be enforced by the Sheriff; except cats, which shall be at the option of the Sheriff. However, the Sheriff and his deputies shall have the authority to determine the priority necessary to individual animal situations in relation to other ongoing situations. Furthermore, the Sheriff and County has no obligation to capture and transport animals, but will cooperate with Village designated persons or parties who will provide these services. Prosecution of violations of the Village ordinances is the responsibility of the Village, and the Sheriff shall provide necessary reports, evidence and officers as witnesses for prosecutions.

4. The Sheriff shall have the sole responsibility for the selection, training, management and discipline of the personnel for this agreement. The Sheriff or his designated Deputies shall be assigned for duty in the Village. The Officers assigned shall be members of the Perkins County Sheriff's Office and trained under the authority of the Sheriff. Compensation for the personnel, provision for bonds, fringe benefits, insurance and Worker's Compensation shall be the sole responsibility of the County.

5. The County shall furnish fully equipped and marked Sheriff's Department vehicles while patrolling in the Village.

6. The County will provide dispatch services necessary for performance of law enforcement under this agreement.

7. The parties agree that the County will, to the extent reasonably permitted by demands of the particular shift, provide Officer(s) to conduct a complete patrol of the area within the boundaries of the Village a minimum of two times in a period of 24 hours, in addition to responding to all calls for service. The parties recognize that the requirements of this paragraph need to be somewhat flexible to take into consideration special situations

for law enforcement within the Village and County; randomizing patrol coverage so violators are unable to establish police coverage; officer and public safety; and emergency situations which may obligate law enforcement outside of the Village. The random patrols shall be determined by the Sheriff. However, notwithstanding this control, the Sheriff shall provide the random patrols with due consideration to reasonable requests of the Village which are properly brought to his attention, and his professional opinion when patrol times would best deter crime within the Village. The Sheriff shall maintain an accurate record of patrol activity and service conducted while on duty within the Village.

8. The Sheriff shall provide the Village with quarterly reports indicating the number of patrols conducted and the activities of the Officers within the Village corporate limits. The Sheriff shall also meet with the Village Council upon request with reasonable advance notice to discuss issues that may have arisen. The Sheriff or Council may request that discussions be held in closed sessions if allowed by Nebraska law.

9. In consideration for the services rendered, the Village shall pay an annual fee of \$10,727.00 for July 1, 2026, through June 30, 2027. Payments shall be made in quarterly installments during the first month of each calendar quarter. Each such payment shall be made to the Perkins County Treasurer, who shall act as the fiscal agent for this fund.

10. It shall be the duty of the Perkins County Board of Commissioners to act as the fiscal manager of all funds to be received and expended in regard to this agreement. The Sheriff shall submit to the Commissioners a budget statement in the form provided for expenditure of money in other County government functions. All expenditures shall be by claim duly executed and presented for approval and in conformity with the adopted budget statement, and shall in all respects be governed by the same rules and law applicable to other public funds.

11. This Agreement shall be executed in two counterparts, and each counterpart shall constitute an original in every respect.

12. This agreement shall be binding upon the parties hereto as of the date of its execution by all of the parties hereto.

VILLAGE OF ELSIE,

By: *[Signature]*  
Chairman

COUNTY OF PERKINS,

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

ATTEST:

*Jessie Paerton*  
Village Clerk

ATTEST:

\_\_\_\_\_  
County Clerk

Approved as to Form and Content:

*[Signature] #974*  
Perkins County Sheriff

## INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into as of July 1, 2026, by and between Perkins County, Nebraska, a political subdivision of the State of Nebraska (the "County"), and the Village of Madrid, a political subdivision of the State of Nebraska (the "Village").

### WITNESSETH:

WHEREAS, this agreement is made and entered into pursuant to the Nebraska Interlocal Cooperation Agreement Act, NEB. REV. STAT. §§ 13-801 et seq.; and

WHEREAS, the Board of Trustees of the Village has determined that contracting for law enforcement services with the County would be in the best interest of the citizens of the Village, and desire to contract for such services; and

WHEREAS, the Board of Commissioners of the County has determined that it would be in the best interest of the citizens of the County to support effective and economical law enforcement by providing law enforcement services to the Village; and

WHEREAS, NEB. REV. STAT. §§ 19-3801 allows for contracting with the County for police services and granting all powers and duties of police officers within the Village.

NOW, THEREFORE, in consideration of the payments to be made and equipment and services to be provided, the parties agree to the following terms and conditions:

1. The purpose of this Agreement is for the Village to contract with the County to ensure that necessary law enforcement services are provided within its borders, as an alternative to providing its own law enforcement services, as may be otherwise provided by law.

2. This agreement shall be for a term of one year beginning on July 1, 2026, and ending on June 30, 2027. This Agreement may be renewed on the same or different terms as may be negotiated prior to its expiration by the governing Boards of each party. This Agreement may be terminated by either party upon 90 days written notice to the other party. Upon termination by the Village or expiration of this Agreement, the Village shall provide its own law enforcement services.

3. The County, through the Sheriff of Perkins County, agrees to provide law enforcement services within the corporate limits of the Village. The services to be rendered under this agreement shall include, but are not limited to, the enforcement of the statutes of the State of Nebraska and those Village ordinances which are normally considered to be of a law enforcement nature, including the exercise of the duties appropriate to the preservation and maintenance of the public peace, health, welfare, safety and convenience, the apprehension of the perpetrators of criminal acts, and the enforcement of any law, rule, ordinance or order. In particular, traffic offenses and general offenses of the Village Code will be enforced, except that parking violation enforcement is at the discretion of the Sheriff, and this agreement does not include enforcement of nuisances. Animal ordinance violations are a part of this Agreement and shall be enforced by the Sheriff; except cats, which shall be at the option of the Sheriff. However, the Sheriff and his deputies shall have the authority to determine the priority necessary to individual animal situations in relation to other ongoing situations. Furthermore, the Sheriff and County has no obligation to capture and transport animals, but will cooperate with Village designated persons or parties who will provide these services. Prosecution of violations of the Village ordinances is the responsibility of the Village, and the Sheriff shall provide necessary reports, evidence and officers as witnesses for prosecutions.

4. The Sheriff shall have the sole responsibility for the selection, training, management and discipline of the personnel for this agreement. The Sheriff or his designated Deputies shall be assigned for duty in the Village. The Officers assigned shall be members of the Perkins County Sheriff's Office and trained under the authority of the Sheriff. Compensation for the personnel, provision for bonds, fringe benefits, insurance and Worker's Compensation shall be the sole responsibility of the County.

5. The County shall furnish fully equipped and marked Sheriff's Department vehicles while patrolling in the Village.

6. The County will provide dispatch services necessary for performance of law enforcement under this agreement.

7. The parties agree that the County will, to the extent reasonably permitted by demands of the particular shift, provide Officer(s) to conduct a complete patrol of the area within the boundaries of the Village a minimum of two times in a period of 24 hours, in addition to responding to all calls for service. The parties recognize that the requirements of this paragraph need to be somewhat flexible to take into consideration special situations

for law enforcement within the Village and County; randomizing patrol coverage so violators are unable to establish police coverage; officer and public safety; and emergency situations which may obligate law enforcement outside of the Village. The random patrols shall be determined by the Sheriff. However, notwithstanding this control, the Sheriff shall provide the random patrols with due consideration to reasonable requests of the Village which are properly brought to his attention, and his professional opinion when patrol times would best deter crime within the Village. The Sheriff shall maintain an accurate record of patrol activity and service conducted while on duty within the Village.

8. The Sheriff shall provide the Village with quarterly reports indicating the number of patrols conducted and the activities of the Officers within the Village corporate limits. The Sheriff shall also meet with the Village Council upon request with reasonable advance notice to discuss issues that may have arisen. The Sheriff or Council may request that discussions be held in closed sessions if allowed by Nebraska law.

9. In consideration for the services rendered, the Village shall pay an annual fee of \$23,476.00 for July 1, 2026, through June 30, 2027. Payments shall be made in quarterly installments during the first month of each calendar quarter. Each such payment shall be made to the Perkins County Treasurer, who shall act as the fiscal agent for this fund.

10. It shall be the duty of the Perkins County Board of Commissioners to act as the fiscal manager of all funds to be received and expended in regard to this agreement. The Sheriff shall submit to the Commissioners a budget statement in the form provided for expenditure of money in other County government functions. All expenditures shall be by claim duly executed and presented for approval and in conformity with the adopted budget statement, and shall in all respects be governed by the same rules and law applicable to other public funds.

11. This Agreement shall be executed in two counterparts, and each counterpart shall constitute an original in every respect.

12. This agreement shall be binding upon the parties hereto as of the date of its execution by all of the parties hereto.

VILLAGE OF MADRID,

COUNTY OF PERKINS,

By: Anthony Ross  
Chairman

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

ATTEST:

ATTEST:

Angelina Clark  
Village Clerk

\_\_\_\_\_  
County Clerk

Approved as to Form and Content:

SM #974  
Perkins County Sheriff

## INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT is made and entered into as of July 1, 2026, by and between Perkins County, Nebraska, a political subdivision of the State of Nebraska (the "County"), and the Village of Venango, a political subdivision of the State of Nebraska (the "Village").

### WITNESSETH:

WHEREAS, this agreement is made and entered into pursuant to the Nebraska Interlocal Cooperation Agreement Act, NEB. REV. STAT. §§ 13-801 et seq.; and

WHEREAS, the Board of Trustees of the Village has determined that contracting for law enforcement services with the County would be in the best interest of the citizens of the Village, and desire to contract for such services; and

WHEREAS, the Board of Commissioners of the County has determined that it would be in the best interest of the citizens of the County to support effective and economical law enforcement by providing law enforcement services to the Village; and

WHEREAS, NEB. REV. STAT. §§ 19-3801 allows for contracting with the County for police services and granting all powers and duties of police officers within the Village.

NOW, THEREFORE, in consideration of the payments to be made and equipment and services to be provided, the parties agree to the following terms and conditions:

1. The purpose of this Agreement is for the Village to contract with the County to ensure that necessary law enforcement services are provided within its borders, as an alternative to providing its own law enforcement services, as may be otherwise provided by law.

2. This agreement shall be for a term of one year beginning on July 1, 2026, and ending on June 30, 2027. This Agreement may be renewed on the same or different terms as may be negotiated prior to its expiration by the governing Boards of each party. This Agreement may be terminated by either party upon 90 days written notice to the other party. Upon termination by the Village or expiration of this Agreement, the Village shall provide its own law enforcement services.

3. The County, through the Sheriff of Perkins County, agrees to provide law enforcement services within the corporate limits of the Village. The services to be rendered under this agreement shall include, but are not limited to, the enforcement of the statutes of the State of Nebraska and those Village ordinances which are normally considered to be of a law enforcement nature, including the exercise of the duties appropriate to the preservation and maintenance of the public peace, health, welfare, safety and convenience, the apprehension of the perpetrators of criminal acts, and the enforcement of any law, rule, ordinance or order. In particular, traffic offenses and general offenses of the Village Code will be enforced, except that parking violation enforcement is at the discretion of the Sheriff, and this agreement does not include enforcement of nuisances. Animal ordinance violations are a part of this Agreement and shall be enforced by the Sheriff; except cats, which shall be at the option of the Sheriff. However, the Sheriff and his deputies shall have the authority to determine the priority necessary to individual animal situations in relation to other ongoing situations. Furthermore, the Sheriff and County has no obligation to capture and transport animals, but will cooperate with Village designated persons or parties who will provide these services. Prosecution of violations of the Village ordinances is the responsibility of the Village, and the Sheriff shall provide necessary reports, evidence and officers as witnesses for prosecutions.

4. The Sheriff shall have the sole responsibility for the selection, training, management and discipline of the personnel for this agreement. The Sheriff or his designated Deputies shall be assigned for duty in the Village. The Officers assigned shall be members of the Perkins County Sheriff's Office and trained under the authority of the Sheriff. Compensation for the personnel, provision for bonds, fringe benefits, insurance and Worker's Compensation shall be the sole responsibility of the County.

5. The County shall furnish fully equipped and marked Sheriff's Department vehicles while patrolling in the Village.

6. The County will provide dispatch services necessary for performance of law enforcement under this agreement.

7. The parties agree that the County will, to the extent reasonably permitted by demands of the particular shift, provide Officer(s) to conduct a complete patrol of the area within the boundaries of the Village a minimum of two times in a period of 24 hours, in addition to responding to all calls for service. The parties recognize that the requirements of this paragraph need to be somewhat flexible to take into consideration special situations

for law enforcement within the Village and County; randomizing patrol coverage so violators are unable to establish police coverage; officer and public safety; and emergency situations which may obligate law enforcement outside of the Village. The random patrols shall be determined by the Sheriff. However, notwithstanding this control, the Sheriff shall provide the random patrols with due consideration to reasonable requests of the Village which are properly brought to his attention, and his professional opinion when patrol times would best deter crime within the Village. The Sheriff shall maintain an accurate record of patrol activity and service conducted while on duty within the Village.

8. The Sheriff shall provide the Village with quarterly reports indicating the number of patrols conducted and the activities of the Officers within the Village corporate limits. The Sheriff shall also meet with the Village Council upon request with reasonable advance notice to discuss issues that may have arisen. The Sheriff or Council may request that discussions be held in closed sessions if allowed by Nebraska law.

9. In consideration for the services rendered, the Village shall pay an annual fee of \$16,393.00 for July 1, 2026, through June 30, 2027. Payments shall be made in quarterly installments during the first month of each calendar quarter. Each such payment shall be made to the Perkins County Treasurer, who shall act as the fiscal agent for this fund.

10. It shall be the duty of the Perkins County Board of Commissioners to act as the fiscal manager of all funds to be received and expended in regard to this agreement. The Sheriff shall submit to the Commissioners a budget statement in the form provided for expenditure of money in other County government functions. All expenditures shall be by claim duly executed and presented for approval and in conformity with the adopted budget statement, and shall in all respects be governed by the same rules and law applicable to other public funds.

11. This Agreement shall be executed in two counterparts, and each counterpart shall constitute an original in every respect.

12. This agreement shall be binding upon the parties hereto as of the date of its execution by all of the parties hereto.

VILLAGE OF VENANGO,

COUNTY OF PERKINS,

By: Thomas M. Line  
Chairman

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

ATTEST:

ATTEST:

[Signature]  
Village Clerk

\_\_\_\_\_  
County Clerk

Approved as to Form and Content:

[Signature]  
Perkins County Sheriff

**Interlocal Cooperation Agreement  
Between  
Perkins County and the City of Grant**

WHEREAS, the County of Perkins, Nebraska ("hereinafter referred to as the "County"), and the City of Grant, Nebraska (herein referred to as the "City"), are both political subdivisions of the State of Nebraska; and

WHEREAS, the Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 et seq., permits local governmental units to make the most efficient use of their taxing authority and other powers by enabling them to cooperate with other governmental units on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord with their needs and development; and

WHEREAS, the City and the County agree that a public library is important to encourage a literate and informed citizenry; and

WHEREAS, the City for many years has operated and provided funding for the municipal public library located in Grant, Nebraska, known as the Hastings Memorial Library (the "Library"); and

WHEREAS, the County recognizes that a substantial portion of the patronage of the Library comes from residents of Perkins County who do not reside within the corporate limits of the City; and

WHEREAS, the County for several years has provided funds to the City in support of the Library on behalf of all of the residents of the County; and

WHEREAS, the County and the City desire to formalize their arrangement regarding the Library to provide for a consistent method of operation and to insure that appropriate records are maintained for City and County purposes, including but not limited to audits that may be made of the records of the County and the City;

NOW, THEREFORE, BE IT RESOLVED, that:

1. The recitals above are hereby incorporated in this Agreement.
2. The term of this Agreement shall be for a period of one year, commencing on July 1, 2026, and shall continue for one year terms thereafter unless terminated by either party on 90 days written notice prior to the expiration of the term stated.
3. The parties understand and agree that the City shall have

the authority and responsibility for the operation of the Library through the governing power of the Library Board; provided that, the Library shall remain open to all residents of the County, including those who reside outside the corporate limits of the City, on the same terms as those who reside inside the corporate limits of the City.

4. The parties understand and agree that the funds provided by the County shall be spent on such things as books and other materials, internet service, consortium fees, and summer reading program supplies for use by the Library's patrons, and that the Library Board through the Library staff retains the responsibility and authority to select the materials and services purchased. The parties further understand and agree that the materials and services purchased by the City through the governing power of the Library Board pursuant to this Agreement shall belong to the City.

5. The City agrees to maintain all records of the cost of materials purchased with funds provided by the County. The City agrees to provide to the County a report each quarter of what the City purchased with the funds, together with a claim for the amount.

6. The County hereby agrees to budget the amount of \$8,000.00 per year for the purchase of materials and services for the Library. The County agrees to reimburse the City in quarterly installments, through the County's usual claims process.

7. The County and the City agree that the following general conditions pertain to this Agreement:

a. The City hereby covenants and agrees that (1) no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Library on the basis of his or her race, color, national origin, sex, religion or age; and (2) the Library shall be operated in compliance with all applicable requirements of federal and Nebraska law, including but not limited to Title VI of the Civil Rights Act of 1963 (PL 88-352).

b. The County shall not be liable for any account or accounts of the City, nor shall the City bind or attempt to bind the County in any manner whatsoever.

8. The City agrees to hold the County forever harmless from any claim of whatever nature brought about by the act or omission, intentional or negligent, by any officer, employee or agent of the City, arising from, related to or connected with this Agreement, or use of the Library.

9. Notices, if mailed, shall be mailed to the parties as

follows:

County: Perkins County Clerk  
P. O. Box 156  
Grant, NE 69140

City: Grant City Clerk  
P. O. Box 614  
Grant, NE 69140

and shall be deemed to have been given when mailed. Notices, if delivered, shall be delivered to the following persons designated to receive notices on behalf of the parties:

County: Perkins County Clerk  
Perkins County Courthouse

City: Grant City Clerk  
Grant City Hall

and shall be deemed to have been given when delivered.

10. Notwithstanding any other language contained herein, each party reserves the right to terminate this Agreement immediately and without prior notice to the other party in any of the following events:

a. If required by changes to the law making this Agreement illegal or impracticable;

b. Upon the violation of any covenant contained herein or for any violation of federal, state, County of Perkins or City of Grant statute, law, rule, regulation, or ordinance;

c. An act of any legislature limiting or abolishing agreements of this kind;

d. A general closing of the Library;

e. Any change in federal, state or local regulation adversely affecting the ability of the party terminating this Agreement to carry out the terms of this Agreement;

f. Any federal, state or local declaration of emergency by anyone having jurisdiction over the Library, wherein termination of this Agreement would be consistent with and in support of the public safety, health or welfare; or

g. Either party dissolves or files a petition in bankruptcy.

11. The waiving of any of the provisions of this Agreement by either party shall be limited to the particular instance involved and shall not be deemed to waive any other rights of the same or any other term of this Agreement. No custom or practice of the parties which varies from the terms of this Agreement shall be a waiver of either party's right to demand exact compliance with the terms of this Agreement.

12. Nothing in this Agreement shall be construed or interpreted as creating a partnership, joint venture or relationship of principal and agent between the parties.

13. No right or remedy given in this Agreement to the County or the City is intended to be exclusive of any other right or remedy provided by law. Each right and each remedy shall be cumulative and in addition to every other right or remedy given in this Agreement or now or hereafter existing at law or in equity or by statute.

14. No amendment of this Agreement shall be valid unless it is in writing and is signed by the parties, and unless it specifies the nature and extent of the amendment.

15. Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

16. Each provision, section, sentence, clause, phrase and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase or word of this Agreement is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

17. This Agreement contains the entire agreement between the parties. No representations, warranties, undertakings, statements, promises, or inducements whether oral, implied, written or otherwise, have been made to, and shall not be valid or binding upon, either party, unless expressly stated in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter of this Agreement.

18. Neither party has relied on any oral or written representation, agreement or understanding not expressly set forth in this Agreement.

19. All covenants, agreements, and obligations contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Notices may be made by the successors and assigns of the parties as applicable.

20. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Nebraska.

21. Time is of the essence in this Agreement, and all acts to be performed by a party to this Agreement shall be performed within the time limit stated in this Agreement, unless the other party gives written consent otherwise.

County of Perkins, Nebraska,

Executed: \_\_\_\_\_, 2026 By: \_\_\_\_\_  
Darin Robertson, Chairman  
Board of Commissioners

Attest:

(SEAL)

\_\_\_\_\_  
County Clerk

City of Grant, Nebraska,

Executed: May 20, 2026 By: Lisa Schmitt  
Lisa Schmitt, Mayor

Attest:

Jessie Ballen  
City Clerk



**PERKINS COUNTY, NEBRASKA**  
**Amended Resolution No. 2026-14**

WHEREAS, the Board of Commissioners of Perkins County, Nebraska, has determined that it is necessary and in the public interest from time to time to give 10 and 15 day official notices for the abatement of noxious weed infestations; and

WHEREAS, the Board of Commissioners of Perkins County, Nebraska, has determined that it is prudent and in the public interest to set fees associated with said notices and the enforcement thereof in order to offset the costs to the County;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Perkins County, Nebraska, that the following fees are hereby established:

Management Fee: \$250.00. This fee includes, but is not limited to, filing fees, postage and delivery service fees, pre and post inspection costs. This fee is assessed on a per parcel basis.

Labor / Machine Hire / Spraying: This fee is the cost to the County of the service times 2. For example, if a commercial applicator or contractor charges \$50.00 per hour per acre, the charge to the landowner will be \$100.00 per hour per acre. If an aerial applicator is used and the fee is \$20.00 per acre, the charge to the landowner will be 1.5 times per acre.

Mileage: If charged by the commercial applicator, mileage will be charged to the landowner at the rate charged by the applicator.

Other Miscellaneous Expenses: If the County incurs other expenses relating to the control of noxious weeds, the will be charged to the landowner at the rate charged to the County. An example of this would be court costs.

Passed, approved and adopted on \_\_\_\_\_, 2026.

BOARD OF COUNTY COMMISSIONERS  
PERKINS COUNTY, NEBRASKA

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
Commissioner