

Board of Crawford County Commissioners

# Commission Meeting Agenda

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM  
Girard, KS **Friday, December 13, 2019 10:00 AM**

**I. Meeting called to order**

- a. Pledge of Allegiance

**II. Business from a previous meeting**

**a. Approval of consent agenda**

**i. Consent agenda additions or deletions**

- 1. Approval of the **December 10, 2019** minutes of the Board of County Commissioners, and
- 2. Authorizing the Chairman to sign the previous week's vouchers, and
- 3. Approval of the accounts payable warrant numbers 595402 to 595632 dated December 13, 2019 in the total amount of \$273,199.09.

**b. Signing of motions from the previous meeting**

Motion 19	405	That the consent agenda be approved including: Approval of the December 6, 2019 minutes
Motion 19	406	To approve the Equipment Lease with Purchase Option between GNBANK, NA and the Board of Commissioners of Crawford County Kansas in the amount of \$50,500 for 36 months at 2.3% interest for a 2019 Chevrolet Silverado for the Crawford County Sign Department and authorize the Chairman to sign

**III. New Business**

- a. Scheduled public hearings and opening of announced bids
- b. Proclamations and orders of the Board
- c. Messages from the Crawford County Local Board of Health
- d. Messages from the public
- e. **Messages from appointed officials**
  - i. Mr. Rusty Akins, Emergency Management Director with update on FEMA reimbursement from tornado damage.
  - ii. Deputy Sheriff Scott Tyrell presenting Contractual Provisions on the 911 Communications Tower at Greenbush.
- f. Messages from other governmental entities
- g. Messages from elected officials
- h. **New Business**

## Board of Crawford County Commissioners

- i. Mr. Pyle, County Clerk
- ii. **Mr. Emerson, County Counselor**
  1. Presenting an Agreement and Authorization for Construction Work on the 911 Communications Tower at Greenbush.
- iii. Chairman Moody, Commissioner
- iv. Mr. Johnson, Commissioner
- v. Mr. Blair, Commissioner

### IV. Old Business

#### a. Old Business

- i. Mr. Pyle, County Clerk
- ii. Mr. Emerson, County Counselor
- iii. Chairman Moody, Commissioner
- iv. Mr. Johnson, Commissioner
- v. Mr. Blair, Commissioner

### V. Future Business and Announcements

#### a. Future Business

- i. **December 17, 2019** – Local State Legislators addressing the upcoming legislative session.
- ii. **December 20, 2019 – 10:00 AM** Budget Hearing on the 2019 Budget Amendment for Crawford County.
- iii. **December 20, 2019 – 10:00 AM** Budget Hearing on the 2019 Budget Amendment for Crawford County Fire District #1, Fire District #2 and Fire District #4.
- iv. **December 27, 2019** – Opening of Rock Bids.

#### b. Announcements

- i. **December 24<sup>th</sup> and 25<sup>th</sup>, 2019** – The County Offices will be closed in observance of the Christmas Holiday and the Regular Session of the Board of County Commissioners on December 24, 2019 is cancelled.
- ii. **December 31, 2019** – The Courthouse will close at 10:00 AM due to the cash audit and the Motor Vehicle Department will be closed all day. The Register of Deeds Office will be open until 10:00 AM but will not accept any recordings due to software updates. The Regular Session of the Board of County Commissioners will be cancelled on this day.
- iii. **January 1, 2020** – The County Offices will be closed all day in observance of the New Year's Holiday.

### VI. Motion for adjournment

Individuals who wish to have their name listed on the official meeting agenda should please call the County Clerk's Office (620-724-6115) by 12:00 p.m. on the day preceding the meeting at which they wish to appear. Individuals are welcome to appear without their name on the agenda. Advance notification simply makes it easier for the County Clerk's Office to prepare the agenda. Thank you. If you are an individual with special needs, please contact the County Clerk's Office in advance of your attendance at the meeting so any necessary arrangements can be made.

Attachment to "Contract" Between Crawford County (hereinafter "County"),  
and Hayden Tower Service, Inc (hereinafter "Contractor").

### **CONTRACTUAL PROVISIONS ATTACHMENT**

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the 11<sup>TH</sup> day of OCTOBER, 2019.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
  
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Crawford, or if in Federal Court, at a Federal Court located in Wichita, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
  
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
  - 3.1 **Service Standards and Procedures.** Contractor shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
  
  - 3.2 **Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.

4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.
5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Crawford County Commissioners, after consultation with its Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. With regard to equipment, leased or otherwise, provided to County under the contract, if lawful, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by County, title to and possession of any equipment purchased by the County under contract, but not fully paid for, shall revert to Contractor at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
6. **LEASE/PURCHASE AGREEMENTS, LEASES WITH AN OPTION TO BUY, AND INSTALLMENT PURCHASE AGREEMENTS.** If the Contract to which this is attached is a lease-purchase agreement, a lease with an option to buy or an installment purchase agreement, pursuant to K.S.A. 10-1116b, County is obligated only to pay periodic payments or monthly installments under the contract as may be lawfully made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Pursuant to K.S.A. 10-1116c, if the foregoing Contract is for a term exceeding the current fiscal year of the County, the Contract must specify: (1) the amount or capital cost required to purchase the item if paid for by cash, (2) the annual average effective interest cost, and (3) the amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost.

7. **ANTI-DISCRIMINATION CLAUSE.**  
In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*

7.1 Contractor shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.

7.2 In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

7.3 If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.

7.4 If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.

7.5 Contractor shall include the provisions of paragraphs 7.1 through 7.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.

7.6 Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

8. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Crawford County, Kansas.
9. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
10. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
11. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.

12. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

13. **INSURANCE PROVIDED BY CONTRACTOR.** Contractor shall maintain in full force and effect during the term of the Contract the insurance policies and coverages listed in the Contract, which policies shall be issued by a responsible carrier selected by Contractor. Contractor shall deliver to County, upon reasonable request, Certificates of Insurance evidencing such coverages. Minimum limits for coverage are as follows:

- General Liability Insurance \$1,000,000 per occurrence
- Workers Compensation Per State Statutes
- Employers Liability \$100,000 Bodily Injury By Accident
- \$500,000 Bodily Injury By Disease
- \$100,000 Bodily Injury by Disease -- each employee
- Business Auto (Owned & Non-Owned) \$1,000,000 Combined single limit per occurrence  
Property/Contents Contractor agrees to maintain fire and extended coverage on all property, real or personal, belonging to Contractor.

The Crawford County Board of County Commissioners shall be named as an additional insured with respect to the General Liability and Business Auto insurance coverages. All of the foregoing coverages shall be issued by a company or companies licensed to do business in the state of Kansas.

14. **TERM AND TERMINATION.**

**14.1 Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

**14.2 Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.

**14.3 Termination for Convenience.** Crawford County may terminate the Contract in

whole or in part, upon thirty (30) days written notice to Contractor, stating the effective date of the termination for convenience.

**14.4 Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute.

15. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and Crawford County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by Crawford County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of Crawford County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of Crawford County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees Crawford County. Further, Crawford County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Crawford County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.

16. **PERSONNEL.**

**16.1 Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with Crawford County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.

**16.2 Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

**16.3 Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

17. **PROHIBITION OF CONFLICTS OF INTEREST.**

**17.1 Interest of Public Officials and Others.** No officer or employee of Crawford County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Crawford County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.

**A. Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.

**B. Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement the Contract will provide notice to prospective bidders that Crawford County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

18. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

19. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of Crawford County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.

20. **RECORDS, REPORTS AND INSPECTION.**

**20.1 Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.

**A. Maintenance of Records.** Except as otherwise authorized by Crawford County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless

action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

**B. Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by Crawford County.

21. **METHOD OF BILLING AND PAYMENT.**

**21.1 Billing Procedures.** Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Crawford County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.

**A. Support Documentation.** Billing shall be supported with documentation required by Crawford County including, but not necessarily limited to, that documentation described in paragraph 20.1, above.

**B. Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. Crawford County reserves the right to disallow reimbursement for any item or service billed by Contractor if Crawford County believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.

**C. Pre-disbursement Requirements.** Contractor must provide to Crawford County the documentation required pursuant to the Contract prior to any disbursements being made by Crawford County to Contractor.

**D. Mailing Address.** Payments shall be mailed to Contractor's address as set forth herein.

22. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor shall notify Crawford County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by Crawford County, in Crawford County's sole discretion.

23. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Crawford County Clerk, and will be open to public inspection.

24. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify Crawford County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with Crawford County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with Crawford County in providing any documents or information necessary to establish any prior payments made by Crawford County to Contractor under this Contract.

**Contractor**

**County**

HAYDEN TOWER SERVICE  
MARK STANLEY INC.

BOARD OF COUNTY COMMISSIONERS  
OF CRAWFORD COUNTY, KANSAS

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

Name:

12/19/19

Date

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

Tom Moody, Chairman

Date

ATTEST:

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

Donald P. Pyle, County Clerk

Approved as to Form

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

Jim Emerson

Crawford County Counselor

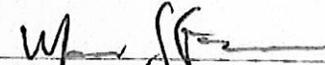


The undersigned agrees and states that they are thoroughly familiar with the requirements of this proposal, the specifications, and plans and that the same are a part of this proposal. In compliance with the above invitation for bids, and proposal and subject to all conditions thereof, the undersigned offers, and agrees, if this bid be accepted, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, F.O.B., Girard, Kansas for the next 90 days.

The undersigned further certifies (a) that this bid is genuine and is not made in the interest of, or in behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm, or corporation to refrain from proposing and bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over Crawford County Board.

**SIGNATURE OF PROPOSER/BIDDER:**

Bidder: Hayden Tower Service, Inc  
(Corporate Name)

By:   
Mark J. Stanfey

Date Signed: 9/18/2019

Title: Project Manager

**ACCEPTED**

**Bid Accepted as to items numbered**

\_\_\_\_\_

County Clerk

**BOARD OF CRAWFORD COUNTY**

By: \_\_\_\_\_  
(CHAIR)

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**Heartland Rural Electric Cooperative  
Agreement and Authorization for Construction Work**

- Line Extension     - Relocation     - Upgrade

A request has been made by Crawford County 911  
(hereinafter referred to as member) for construction work as indicated above. In accordance with the Rules and Regulations of Heartland Rural Electric Cooperative and Policy 506 – Line Extension, the member requesting the work will make a contribution towards the cost of construction in the form of a contribution in aid of construction.

**The contribution in aid of construction for the requested work is \$6,971.95 and must be paid in full and in advance of any work being performed by Heartland.** When payment in full is received at Heartland, the construction work will be released for scheduling. The engineering deposit is applied as follows: CIAC - \$0.00    Account Credit - \$0.00

If difficult or unforeseen conditions such as rock, water, inaccessible terrain, frost, etc., are encountered, Heartland may require the member to bear additional costs to compensate for increased expenses incurred due to the difficult or unforeseen conditions. Payment in full of additional costs will be required prior to completion of the work.

Right of way clearing assigned to the member will be completed in accordance with the requirements of Heartland as provided to the member.

All easements required for the line extension will be acquired and recorded by the member with a copy provided to Heartland.

By signing this Agreement and Authorization for Construction Work, member hereby agrees to all conditions outlined in this agreement and authorizes Heartland Rural Electric Cooperative to perform the requested work. Member has been informed and approves of the design of work to be completed and the associated costs. Member further understands that payment of the contribution in aid of construction is non-refundable.

This Agreement and Authorization for Construction Work is valid until 3/10, 2020.

Location G4-22-13

Customer 691

Date \_\_\_\_\_

WO/Job 12716    SO \_\_\_\_\_

Member \_\_\_\_\_  
Printed Name

Heartland Rural Electric Cooperative, Inc.

By \_\_\_\_\_  
Signature

By Justin Duft

Title\* \_\_\_\_\_

Title Staking Technician

\*If member is not a natural person, the signature of an authorized official of member is required.

---- Route Completed Document to Staking Technician ----