Commissioners' Journal

2017, NINETY-FIFTH MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM

Girard, KS Friday, December 22, 2017, 9:00 AM

The Crawford County Board of Commissioners met pursuant to Kansas Statutes.

Annotated Chapter 19, Article 2, Section 18 in due and regular session with open doors.

Commissioner Carl Wood served as the presiding officer.

Commissioners Tom Moody and Jeff Murphy were in attendance.

Deputy County Clerk Larissa Bowman and County Counselor Jim Emerson were seated with the Board.

Chairman Wood led the pledge of allegiance.

UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA

On motion (17-426) of Commissioner Moody and the second of Commissioner Murphy that the consent agenda be approved including:

- 1. Approval of the December 19, 2017 minutes of the Board of County Commissioners, and
- 2. Authorizing the Chairman to sign the previous week's vouchers.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed and the consent agenda was approved.

SIGNING OF MOTIONS

The Deputy County Clerk presented the following motions for Commissioners' signatures:

Motion 17	416	That the consent agenda be approved including: Approval of the
		December 15, 2017 minutes of the Board of County Commissioners
		and Approval of the accounts payable warrant numbers 578690 to
		578931 dated December 15, 2017 in the total amount of \$350,076.14
Motion 17	417	To open the Public Hearing on the 2017 Crawford County Amended
		Budget

Motion 17	418	To close the Public Hearing on the 2017 Crawford County Amended		
		Budget		
Motion 17	419	To approve the 2017 Crawford County Amended Budget as published		
Motion 17	420	To open the Public Hearing on the 2017 Crawford County Fire District		
		#1, Crawford County Fire District #2 and Crawford County Fire		
		District #3 Amended Budgets		
Motion 17	421	To close the Public Hearing on the 2017 Crawford County Fire		
		District #1, Crawford County Fire District #2 and Crawford County		
		Fire District #3 Amended Budgets		
Motion 17	422	To approve 2017 Crawford County Fire District #1, Crawford County		
		Fire District #2 and Crawford County Fire District #3 Amended		
		Budgets as published		
Motion 17	423	To accept the bid from Ryan Insurance Agency through EMC for		
		Property, Casualty and Work Comp Insurance for Crawford County		
Motion 17	424	To adopt Resolution #2017-032, A Resolution Authorizing the		
		Crawford County, Kansas to enter into a Supplemental Lease with		
		Option to Purchase		
Motion 17	425	To approve the appointments of Nate Davis, Angelo Fears, Quentin		
		Holmes, Kara Mishmash & Justin Shaffer to the CVB Advisory Board		
		for a two-year term expiring 12/31/19		

UNDER THE HEADING NEW BUSINESS

PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS MESSAGES FROM THE COUNTY LOCAL BOARD OF HEALTH MESSAGES FROM APPOINTED OFFICIALS

Item One: Mr. Jim Vinze, IT Director addressed the Commissioners in reference to computer upgrades. Mr. Vinze presented the Commissioners a quote from Huber & Associations for upgrading 2 hosts and purchasing 4 new servers for the Ambulance Department, County Attorney, GIS and Register of Deeds in the approximate amount of \$17,000. There was a discussion on the funds that could pay for the upgrades and servers. Mr. Vinze also discussed the critical need for off-site backup.

Huber & Associates, Inc.

1400 Edgewood Drive Jefferson City, MO 65109 Phone: 573-634-5000 Fax: 573-634-5500 Web: www.teamhuber.com



IT Upgrade

					Quote Inform	
Na	me:	Jim Vinze		Quote #:		KCB-1434
Co	mpany:	Crawford County		Date:		12/21/201
Ad	dress:	111 E. Forest P.O. Box 249		Date Expi	res:	01/20/201
		Girard, KS 66743 United States		Rep:		Dean Bergmar
Ph	one # /Fax #:	(620) 724-8915 /		Email:	dbergman@	nteamhuber.con
Em	nail	jvinze@ckt.net		Phone:		816-977-340
Here	e is the quote you	requested.				
lime	Description		Item	Qty	Unit Price	Ext. Price
	Refurbished Pr	ocessor Upgrade for x3500 Serve	er			
1	SIX-CORE E5-26	IBM 90Y5947 INTEL XEON 640 2.5GHZ 15MB L3 CACHE CKET FCLGA-2011 32NM 95W	90Y5947	1	\$264.50	\$264.50
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	SubTotal				\$264.50
	Refurbished Pr	ocessor Upgrade for x3500 Serve	er			
2	SIX-CORE E5-24	BM 00D2583 INTEL XEON .20 1.9GHZ 15MB SMART CACHE CKET FCLGA-1356 32NM 95W	00D2583	1	\$1,023.50	\$1,023.50
		SubTotal				\$1,023.50
	Cisco Meraki S	ecurity Appliance				
3	CISCO MERAKI APPLIANCE	MX64 CLOUD MANAGED SECURITY	MX64-HW	1	\$420.00	\$420.00
4		3YR MX64 ADVANCED SECURITY	LIC-MX64-SEC-3YR	1	\$847.06	\$847.06
		SubTotal				\$1,267.06
	Microsoft Licen	ses for New Server				
5	OLP GOVT WIN :	SVR STD CORE 2016 2LICS NL	9EM-00254	24	\$83.69	\$2,008.56
6		SVR CAL 2016 NL USR CAL	R18-05167	75	\$28.86	\$2,164.50
7	OLP GOVT SQL	SVR STD 2016 NL	228-10837	1	\$680.93	\$680.93
8	OLP GOVT SQL (CAL 2016 NL USR CAL	359-06362	10	\$158.39	\$1,583.90
		SubTotal				\$6,437.89
	ShadowProtect					
	ShadowProtect	for Six Virtual Machines				
9	StorageCraft Sha	FECHNOLOGY CORPORATION: dowProtect SPX Server - Includes 1 Year of Maintenance	XSVW00USPS0300ZZ Z	2	\$819.41	\$1,638.82

(LH	HUBER		IT Upg	rade	
UM	& ASSOCIATES Smarter IT Solutions	QUOTE	Numbe	r	KCB-14340
Line	Description	Ittem	Qty	Unit Price	Ext. Price
	- 3pk				
10	STORAGECRAFT TECHNOLOGY CORPORATION : StorageCraft ShadowProtect SPX Server Virtual(Windows) - Maintenance Renewal - 3pk - 1	XSVW00USMS031YZZ Z LYr	4	\$163.88	\$655.52
	SubTotal				\$2,294.34
	Huber Advantage BDR - Monthly Recurring				
11	Huber Advantage Backup Complete 1GB of Data Storage at Huber	HA-BKP-COMP-1GB-H UB	6,500	\$0.06	\$390.00
12	Huber Advantage Backup Complete Backup Job Monitoring and Support	HA-BKP-COMP-MONIT OR	8	\$30.00	\$240.00
Recui	ring Amounts: \$630.00 Billed Monthly		Tiotial	ľ	\$11,287.29

Taxes, shipping, handling and other fees may apply.

Huber & Associates, Inc.

1400 Edgewood Drive Jefferson City, MO 65109 Phone: 573-634-5000 Fax: 573-634-5500 Web: www.teamhuber.com

Huber Services



Pic	epared For			(Quote Inform	attion
Na	ime:	Jim Vinze		Quote #:	THE OF THE PROPERTY OF THE PARTY OF THE PART	KCB-14342
Co	mpany:	Crawford County		Date:		12/21/2017
Address:		111 E. Forest		Date Expires:		01/20/2018
		P.O. Box 249 Girard, KS 66743 United States		Rep:		Dean Bergman
Ph	one # /Fax #:	(620) 724-8915 /		Email:	dbergman@	nteamhuber.com
Em	nail	jvinze@ckt.net		Phone:		816-977-3401
Here	is the quote you	requested.		1 Hones		010-9//-5401
Line	Description		Iftem	Qty	Unit Price	Ext. Price
	Huber Services	s for Server Upgrades		·		
1	Huber Services creation of 6 ne jobs.	Onsite upgrade of hardware, w virtual machines, setup of backup	SE - Onsite	1	\$3,600.00	\$3,600.00
		SubTotal				\$3,600.00
	Huber Services	for New Firewall				
2	Huber Services the proposed ha	for Installation & Implementation of irdware and software.	SE - Onsite	1	\$1,200.00	\$1,200.00
		SubTotal				\$1,200.00
				୩ଡାଗ		\$4,800.00

Taxes, shipping, handling and other fees may apply.

On motion (17-427) of Commissioner Wood and the second of Commissioner Moody to approve allowing IT Director Jim Vinze to upgrade 2 hosts and to purchase 4 new servers for the Ambulance Department, County Attorney, GIS & Register of Deeds from Huber & Associates.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting: Absent or not voting: **The motion prevailed.**

MESSAGES FROM THE PUBLIC

Item One: Sheriff Dan Peak and Mr. Jay Byers, City of Pittsburg Assistant City Manager addressed the Commission in reference to a shared 911 answering system. Sheriff Peak stated that they have a very competitive proposal from Solacom Technologies, Inc and the 911 Committee has approved the proposal. He stated that County Counselor Jim Emerson has viewed the contract and approves of it and Sheriff Peak would now like the Commissioners approval. Mr. Byer explained the new system and what the new system will be able to do. Mr. Peak stated the costs will be taken from the 911 Fund.

Sales Agreement Between Solacom Technologies, Inc. and County of Crawford, Kansas

is agreement is made this ___ Day of October,2017 between Solacom Technologies, Inc. of 84 Jean Proulx Street, Gatineau, Quebec, Çanada, J8Z 1W1 sreinafter "Solacom"), and the County of Crawford, KS of 111 E. FOREST, GIRARD, KANSAS 66743 (hereinafter "County of Crawford"), collectively referred to as a "Parties"

RECITALS

A.

B. C.

Solacom is in the business of designing and developing equipment for 9-1-1 centers.

County of Crawford is a governmental organization located in, and organized under the laws of the State of Kansas.

County of Crawford wishes to contract with Solacom and Solacom wishes to contract with County of Crawford to design and install an enhanced 9-1-1 system.

consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE TERM OF AGREEMENT

s agreement will become effective on will continue in effect until obligations contained herein are completed, or the agreement is terminated as provided in sequent sections.

SECTION TWO OBLIGATIONS OF SOLACOM

Services to be Performed by Solacom:

- Solacom shall deploy a state-of-the-art, enhanced 9-1-1 system and provide complete project management, support and coordination for the installation, configuration and testing of all systems (the "System") included in this proposal in the locations indicated in Exhibit B (County of Crawford, KS Statement of
- Solacom shall provide the equipment identified in Exhibit A (Solacom Quote number 160510-02-BW_V02 dated July 28, 2017) and more particularly described in Exhibit A, attached hereto, and incorporated herein by reference. Changes to Exhibit A will be represented in Exhibit B. Therefore, in the event of a discrepancy between Exhibit A and Exhibit B, Exhibit A will be considered accurate and current. Modifications, additions, or deletions from Exhibit A will be illustrated in a Change Order (CO) and will be approved by both parties. Such COs will be considered as an addendum to this agreement.
- Solacom shall provide maintenance and support of the System on the terms and conditions set forth in the MAINTENANCE AND SERVICE AGREEMENT HARDWARE, marked Exhibit D, and MAINTENANCE AND SERVICE AGREEMENT SOFTWARE, marked Exhibit D, and incorporated herein by
- Absent any delays arising from County of Crawford's act(s) or its failure to act within a reasonable time Solacom shall have completed its obligations set forth in "a" and "b" above and Cutover shall occur on or before 150 days after the effective date of this agreement.

Solacom to Determine Manner of Performance:

In general, Solacom will choose the method and means it will use to perform the services described in Paragraph 2.1; the parties may, from time to time collaborate in making these choices, but such collaboration will not be deemed to abridge Solacom' privilege to decide the manner of its performance in the event the parties cannot agree.

Employees and Assistants of Solacom:

Solacom may, at its expense, employ persons to assist it in completing its obligations under this agreement. The County of Crawford has no authority to direct, supervise, or otherwise control Solacom employees and assistants in the performance of their duties. Section 5.10 of this Agreement shall also apply to this

Required Equipment:

Solacom will provide all required tools, instrumentation, and other equipment required to perform the services described in Paragraph 2.1.

Place of Performance:

Solacom will perform the services described in Paragraph 2.1 in appropriate facilities. Said services will be performed during the County of Crawford's regular business hours whenever possible, but the parties agree that exceptions may occasionally be required, and when needed, said exceptions will be negotiated in good faith by the parties. Solatom shall make best effort arrangements to schedule its employees performing the services described in Paragraph 2.1 so that their work after hours does not cause the County of Crawford to incur additional charges.

Compliance with Law:

Solacom will give all notices and comply with all laws and ordinances applicable to this project to be licensed to do business in the County of Crawford.

7 Affirmative Action:

Solacom will take affirmative action in complying with all Federal and state requirements concerning fair employment and employment of the handicapped and concerning the treatment of all employees without regard or discrimination by reason of race, religion, sex, national origin, or physical handicap.

8 Other Insurance:

Solacom will acquire other insurance policies, in a minimum aggregate amount of one million dollars (\$1,000,000.00) insuring against the commission of any negligent act or acts by Solacom, its employees or agents, during the performance of Solacom' obligations under this agreement;

SECTION THREE OBLIGATIONS OF COUNTY OF CRAWFORD

I Compensation:

a.		leration of the work to be performed and the equipment to be furnished pursuant to paragraphs "a" and "b" of Section 2.1 above, the County of will pay Solacom a total of \$251,397.44 as follows:
	(i) (ii)	Upon the effective date of signing of the agreement, the County of Crawford will pay Solacom \$25% Upon shipment, the County of Crawford will pay Solacom \$+50%;
		After shipment, the County of Crawford shall have thirty (30) days in which to use, inspect, test, and accept the System. In the event that the County of Crawford does not notify Solacom of any rejection of all or a portion of the System within the thirty day period, the System shall then be deemed to have been accepted by the County of Crawford
	(iii)	and upon Acceptance, shall pay Solacom \$+25%
	If the d	esignated payment schedule is not implemented within 15 days of this agreement, Solacom may stop any work it has commenced prior to that date;

in that event, within thirty days, the County of Crawford will compensate Solacom for work it has performed.

b. In consideration of the maintenance and support described in paragraph "c" of Section 2.1 above, and during the period such Agreement is in effect, the County of Crawford will pay Solacom, \$_11,440.00__ as defined in Exhibit A.

Duty to Cooperate:

The County of Crawford agrees to comply with all reasonable requests of Solacom made in connection with Solacom's performance of its obligations under this agreement. Such cooperation includes, but is not limited to, permitting the access of Solacom' employees and agents to facilities necessary to the completion of Solacom' assigned duties.

Ownership of System and Risk of loss:

Title and ownership to the System or any part thereof shall vest in County of Crawford upon full payment thereof by or on behalf of County of Crawford to Solacom. Risk of loss or damage to the System or any of its component shall be assumed by County of Crawford. The County of Crawford agrees to self county of Crawford. The County of Crawford agrees to self store and insure the Solacom software and equipment against loss due to fire, theft, casualty, vandalism once it is delivered to the County of Crawford's location by its shipper in what appears to be undamaged condition and it is accepted by the County of Crawford. The County of Crawford will name Solacom as a additional insured and beneficiary to its insurance policy in order that Solacom is deemed to have insurable interest and capacity to the policy and its coverage provisions. Furthermore, County of Crawford will ensure that Solacom has full knowledge of where the equipment is stored and has the ability to access the equipment at any time should it be required to do so for any reason.

Taxes

The Compensation outlined in this agreement are inclusive of federal and state taxes due as of the date of this agreement, as assessed by the Government of the SELLER. The County of Crawford agrees to provide Solacom with a tax exempt certificate for its deliverable under this Agreement so that Solacom is placed in no better and no worse position than any other County of Crawford vendor with respect to state and local taxes due under similar circumstances.

The Compensation of this Agreement does not include, and Solacom and its subcontractors or its assignees or their employees (hereinafter referred to as "Solacom -Taxpayers") shall have no responsibility for paying the cost of any or all of the following (hereinafter referred to as "BUYER Taxes") presently in effect or after the date of this Agreement which may be assessed by any jurisdiction of the County of Crawford or any political or military, or administrative subdivision thereof with respect to events relating to or arising out of this Agreement, including but not limited to custom duties, corporate or personal income taxes and/or withholding therefore, use, transfer and value added taxes, medical taxes, currency conversions taxes or charges, excise taxes, fiscal duties, fiscal stamp taxes, ilicenses, or any other levies, charges, duties, assessments, or taxes on any kind. In the event any BUYER Taxes are imposed on and must be paid by the Solacom-Taxpayers, the County of Crawford will, upon submittal by Solacom of an invoice, increase the agreed Compensation by, or reimburse Solacom for, the full amount of said taxes in United States Dollars payable in Canada. In light of the foregoing provision and in order for the County of Crawford to evaluate its additional financial liability attributable to it, as a constructive condition precedent to the attachment of Solacom's and the County of Crawford's obligations under this Agreement, Solacom will provide the County of Crawford with a good faith estimate of the additional cost to be grounds to reconsider the decision to make this contract award, then this Agreement shall be immediately terminated and be of no force and effect ad both parties shall be treated as if this Agreement were never made. Moreover, as the County of Crawford and Solacom expressly agree that the County of Crawford need not pay or reimburse Solacom for taxes, fees and charges that a domestic corporation performing the same contractual duties as Solacom would incur and have to pay without t

fees, and charges the County of Crawford pays or reimburses shall be determined by resort to other County of Crawford contracts showing a past practice that the County of Crawford does or does not normally pay or reimburse domestic corporations for such tax, charge or fee.

SECTION FOUR ASSIGNMENT AND TERMINATION OF AGREEMENT

| Disavowal of Right to Cancel:

The parties agree that this agreement is not subject to cancellation, except as provided herein.

? Bankruptcy or Insolvency as Grounds for Termination:

This agreement shall terminate at the option of either party, if the other party:

- admits in writing that it is unable to pay its debts as they become due; applies for or agrees to the appointment of a receiver or trustee in liquidation of such party or any of its properties;
- makes a general assignment for the benefit of creditors;
- files a voluntary petition in bankruptcy or a petition seeking reorganization or an arrangement with creditors under any bankruptcy law; is a party against whom a petition under any bankruptcy law is filed and such party admits the material allegations in such petition filed against it;
- is adjudicated bankrupt under any bankruptcy law.

Delinquent Payment or Delinquent or Unsatisfactory Performance as Grounds for Termination:

The parties agree, at its option and without penalty to Solacom, if the County of Crawford is thirty days or more past due in making any payment, Solacom may terminate all work. The County of Crawford will then compensate Solacom for all work acceptably performed before the date of termination

Termination for Default:

If any party to this agreement shall at any time fail in the performance of any of its material obligations contained herein, then, after serving a 30 day written notice of the existence and nature of such failure, and unless the cause specified in such notice shall not have been cured within the 30 days, in addition to all other remedies of law or equity, the party giving such notice may terminate this agreement, and the defaulting party shall not be relieved thereby from any damages the terminating party then or thereafter suffers. Further, with or without terminating this agreement, the non-defaulting party shall have the right to cure any breach by defaulting party for the account and at the expense of the defaulting party and offset the amount thereof against sums otherwise due the defaulting party

SECTION FIVE

GENERAL PROVISIONS

Warranty:

acom warrants and represents to the County of Crawford that it has informed the County of Crawford before entering into this Agreement of all known bugs and acts of which it is aware that might render the product being provided under this Agreement unable to perform as it has been represented to the County of wford it will perform upon installation and once the product is in use by the County of Crawford. Any breach of this warranty shall be remedied at no cost to the inty of Crawford either by: (1) Solacom's best effort attempts to cause its product to be made to conform to the representation made to the County of Crawford,

Solacom warrants that the hardware components of the System shall be free from defects in material, workmanship and title for one (1) year from Date of Cutover of the System or eighteen (18) months from the date of shipment, whichever comes first. Solacom warrants that the hardware components of the Cutover of the System or eignteen (18) months from the date of snipment, whichever comes first. Solacom warrants that the hardware components of the System that have been repaired or reconditioned by Solacom shall be free from defects in material, workmanship, and title for the remainder of the hardware warranty period or ninety (90) days from the date of shipment, whichever comes last Under Solacom's warranty, Solacom shall correct the failure at its option (i) by repairing the defective or damaged part or parts thereof, or (ii) by making available at Solacom's factory any necessary repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the System in which it is installed. Solacom's warranty applies only to the repair or replacement of faulty or non-conforming material; labor to remove and replace such faulty material shall be provided at the

Solacom's obligation set forth shall apply only to failures to meet the above warranties (except as to litle) conditional upon the County of Crawford giving notice to Solacom within thirty (30) days of such occurrence and upon the County of Crawford returning the defective hardware to Solacom's Technical Service Centre within thirty (30) days of receiving the replacement part if an advanced part has been provided.

Notice shall be given to Solacom by contacting the Technical Support Center.

Solacom's obligations shall not apply to warranted hardware which (i) has been modified or otherwise altered, (ii) is normally consumed in operation, (iii) has a normal life inherently shorter than the warranty period, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any kind of misuse or detrimental exposure, or has been involved in an accident.

With respect to equipment not manufactured by Solacom, warranty obligations shall in all respects, conform and be limited to the warranty actually extended to Solacom by its suppliers, but in no event shall Solacom's obligations be greater than those provided under the warranty agreements extended by the suppliers of the components not manufactured by Solacom.

b. Software

Solacom warrants that the software included with the System shall be free from defects in material, workmanship and title for ninety (90) days from Date of Cutover of the System. Further information on the software warranty are included in the end-user license agreements provided with the system

With respect to software components of the System not developed by Solacom, the warranty obligations will be outlined in the license agreements of those third party software licenses.

c. General Provision - Warranty

The preceding paragraphs set forth the exclusive remedies for claims (except as to title) based upon defects in or nonconformity of the equipment of the System, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL SOLACOM BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES. Solacom does not warrant that the County of Crawford's operations will be uninterrupted or error free.

Software License:

Solacom grants the County of Crawford a non-transferable, non-exclusive license for the useful life of the System to use the Software (including related documentation) solely to maintain and operate the System provided that the County of Crawford:

- does not allow any aspect of the Software to be disclosed to a third party without Solacom's written consent and makes reasonable efforts to ensure that
 its employees are aware of this obligation;
- b) uses the System solely for the purpose intended under the agreement;
- c) does not copy any part of the Software without Solacom's consent and does not attempt to develop any source code from the Software; and
- d) returns to Solacom or erases or destroys any Software on any media being recycled or discarded and so certifies to Solacom, within 30 days of notice of default given by the Solacom, provided said default is not cured within 30 days.
- e) does not transfer, by means of assignment or sub-license, the right to use the Software to any other third party;
- f) has complied with the covenants and obligations under this agreement.
- g) So long as the County of Crawford remains lawfully entitled to use Solacom's software product(s), Solacom will, at no cost to the County of Crawford, place the source code for such software product(s) with an escrow agent of Solacom's choice and name the County of Crawford as a beneficiary in the event Solacom ceases to do business. Solacom will provide County of Crawford the name and address fo the escrow agent once escrow account has been established for the benefit of County of Crawford.

The County of Crawford agrees that all training and procedural materials developed by Solacom in conjunction with the Software shall be the property of Solacom. The County of Crawford further agrees that additions and supplements to the Software which may be developed for the County of Crawford through the reimbursed or unreimbursed efforts of Solacom employees or agents, whether or not in conjunction with the County of Crawford's employees or agents, is the exclusive property of Solacom, unless otherwise specifically agreed to in writing

Solacom (and its designated agents) may conduct inspections or audits at County of Crawford's offices in order to ensure compliance with the obligations stated in the present section. If County of Crawford has violated any compliance obligation stated in the present agreement following an inspection or audit or the number of actual users exceeds the number of available licenses by more than 5%, the costs to conduct said inspection or audit shall be borne by County of Crawford.

Proprietary Rights:

Solacom retains for itself, and the County of Crawford acknowledges that Solacom so retains, all copyright and all other proprietary rights in and to all designs, engineering details, and the Software pertaining to the System. The Software and the configuration of the Equipment shall be the property and trade secrets of Solacom. Unless Solacom and the County of Crawford otherwise agree in writing, Solacom shall not be obligated to disclose to the County of Crawford any proprietary information or to give County of Crawford any artwork or tools, including masks, drawings, and production aids developed by Solacom.

Moreover, all data, software, source codes initially incorporated in Solacom's product or software shall remain the property of the Solacom.

All other data, designs, inventions, improvements, discoveries or creations that derive or arise from Solacom's initiative or activities, including those that derive or arise through its performance of the present agreement, shall be and remain the property of the Solacom.

Liability:

Solacom's sole obligation and liability and the County of Crawford's sole remedy for Solacom's negligence, breach of warranty, breach of contract or for any other liability in any way connected with or arising out of this agreement or the System shall be as follows:

- a) In all situations involving performance or non-performance of the System, the County of Crawford's sole remedy shall be as stipulated in the warranty clause of this agreement.
- b) For any other claim concerning performance or non-performance by Solacom OR THE COUNTY OF CRAWFORD pursuant to, or in any other way related to the subject matter of this agreement or any order under this agreement, the injured party shall be entitled to recover actual damages; provided that the responsible party's liability for damages for any cause whatsoever, and regardless of the form of the action, whether in contract or in tort (including negligence), shall be limited to an amount equal to the compensation paid by County of Crawford to Solacom as stated in paragraph 3.1 (a).

c) IN NO EVENT SHALL SOLACOM OR THE COUNTY OF CRAWFORD BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SYSTEM OR PARTS OF THE SYSTEM, THE SUPPLIES OR REPLACEMENT PART OR SERVICE FURNISHED HEREUNDER.

Indemnification by Solacom and the County of Crawford:

Each Party shall indemnify, hold harmless and defend the other Party, its affiliates, parents, directors, officers, representatives, employees and agents from and against any and all damages, claims, losses and costs, whether it arises in contract or in tort arising out of or related to the performance or nonperformance of any obligation, responsibility or commitment of such Party or its agents or representatives as set forth in this agreement. Either party's obligation to indemnify, as stated in this section, shall be limited to an amount equal to the compensation paid by the County of Crawford to the Solacom as stated in paragraph 3.1 (a).

Notwithstanding the above, to the extent a claim involves personal injury or property damage done to a person who is not a party to this agreement; each party agrees to indemnify the other party for its adjudged fault and consequential financial liability limited to \$1,000,000 USD.

Other Communications as Part of Agreement:

Following the execution of this Agreement, no letter, facsimile transmission, telegram, electronic mail, or other communication passing between the parties, concerning any matter during this agreement period, shall be deemed a part of this agreement, nor shall it have the effect of modifying or adding to this agreement unless it is distinctly stated in such letter, facsimile transmission, telegram, electronic mail, or communication that it is to constitute part of this agreement and is to be attached as an amendment to this agreement and unless it is signed by the parties.

Furthermore, no design change, variation, addition, deletion (which term includes lining out), rider, modification to the Statement of Work stated in Exhibit B, or amendment to the agreement shall be binding unless it is incorporated into it by written amendment executed by the County of Crawford and Solacom.

Waiver as Affecting Future Performance:

The waiver by, or the failure to take action with respect to, any breach of any term, covenant, or condition of this agreement shall not be deemed to be a waiver of such term, covenant, or condition. The subsequent acceptance of payments under the agreement shall not be deemed to be a waiver of any preceding breach of any term, covenant, or condition other than the failure to pay the particular payment. No covenant or condition of this agreement may be waived by any party hereto except by the written consent of that party, and forbearance or indulgence by that party in any regard whatsoever and no matter how long shall not constitute a waiver of the covenant or condition and, until performed or waived in writing, that party shall be entitled to invoke any remedy available to that party under this agreement or by law, despite the forbearance or indulgence. Finally, no waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing and signed by both of the Parties.

Force Majeure:

This agreement is subject to force majeure, and is contingent on strikes, accidents, acts of God, weather conditions, inability to secure labor, fire regulations or restrictions imposed by any governmental agency, or other delays beyond the control of the parties. If the delivery of the whole or any part of the merchandise or performance of all or any of the services contemplated under this agreement within the term of this agreement is prevented by any cause of force majeure, then this agreement shall be void without penalty to either party for any such portion or obligation not delivered or performed.

Law Governing and Place of Suit:

This agreement shall be construed under the laws of the State of KANSAS, and the parties agree that any action relating to this agreement shall be instituted and prosecuted in the courts of State of KANSAS, and each party waives the right to change of venue.

Partnership not intended or created:

Nothing in this agreement is intended, or shall be deemed, to constitute a partnership or joint venture between the parties. In the performance of the agreement, Solacom shall be considered an independent contractor, and not an employee of the County of Crawford

: Severability of Agreement:

It is understood and agreed by the parties that if any part, term, or provision of this agreement is held by the courts to be illegal or in conflict with any law of the state whose laws govern this agreement, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid.

Instrument as Entire Agreement:

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party that are not contained in this written agreement shall be valid or binding; this agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed on this agreement.

Use of Pronouns:

Feminine or neuter pronouns shall be substituted for those of masculine form or vice versa, and the plural shall be substituted for the single number or vice versa in any place in which the context may require such substitution.

Clause Headings

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they appertain.

6 Definition of Words Denoting Time:

Unless otherwise provided in this agreement, the word "year" shall be construed to mean a calendar year of 365 days, the word "month" shall be construed to mean a calendar month, the word "week" shall be construed to mean a calendar week of seven days, and the word "day" shall be construed to mean a period of 24 hours running from midnight to midnight.

7 Definition of "Laws and Ordinances":

The term "Laws and Ordinances" shall mean all present and future applicable laws, ordinances, rules, regulations, permits, authorizations, orders and requirements of all federal, state, County of Crawford and municipal governments, the departments, bureaus or commissions, authorities, boards or officers, or any other governmental body or bodies exercising similar function, having or acquiring jurisdiction of, or which may affect or be applicable to, the design and development of enhanced 9-1-1 centers, and similarly, the phrase "Law and Ordinance" shall be construed to mean the same as the above in the singular instead of the plural.

8 Definition of Cutover:

The term "Cutover" shall mean that time when the entire System contemplated in this agreement is operational and in use by County of Crawford personnel for its intended purpose

9 Information to Be Confidential:

To the extent permitted by the Law of the State of OHIO, all information, whether printed, written, or oral, in answer to special inquiry or voluntarily furnished by Solacom, or agents or employees, to the County of Crawford, its agents or employees, shall be held in confidence by the County of Crawford and for business purposes only. The County of Crawford cannot agree to cancel the operation of Ohio law or permit the use of the law of other states to govern its public contracts.

) Execution of Additional Instruments:

Each party, at any time, at the other's request, shall execute, acknowledge, and deliver any instrument or conveyance that may be necessary or proper to carry out the provisions of this agreement.

I Disputes:

The Parties hereto agree that they shall first endeavor to settle all claims, controversies, or disputes arising out of or relating to the present agreement involving threatened, alleged, or actual breach of either Parties obligations stated herein, including without limitation, any claim, controversy, or dispute concerning any determination, negotiation, or agreement to be reached by the Parties under this agreement (hereinafter hereafter referred to as "Dispute") by good faith negotiations.

? Binding effects:

This agreement shall inure to the benefit of and be binding on the parties, and heirs, legal representatives, assignees, and successors of the parties.

Neither Party shall be entitled to neither assign nor transfer all or any of its rights, benefits and/or obligations under this agreement without the prior written consent of the other Party. However, it is understood, agreed, and intended by Solacom and the County of Crawford that, following installation and cutover, the Solacom software will be used in a multi-jurisdictional public safety communication system. The County of Crawford shall use its best efforts to ensure that all users of software will comply to the provisions of the software license granted herein; and that it will use its best efforts to compel all users of County of Crawford licenses to comply with those software license.

Notices:

Any notice shall be in writing and may be delivered by personal delivery to an officer or other responsible employee or the addressee, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the agreement or at the last address of which the sender has received notice in accordance with this section. Any notice personally delivered shall be deemed to have been validly and effectively given on the date of such delivery. Any communication sent by registered mail shall be deemed to have been validly and effectively given on the fourth business day following the day on which it was sent. Any notice sent by facsimile or other electronic means that provides a paper record of the text of the notice shall be deemed to have been validly and effectively given on the business day on which it was sent. All such notices shall be addressed to the party to whom it is directed at the following addresses:

If to County of Crawford:

Crawford County, Kansas Sheriff's Office 225 N. Enterprise Drive Girard, KS 66743 Attention: Dan Peak, Sheriff Email: dpeak@ crsoks.org Telephone: 620-724-8274

If to Solacom:

Solacom Technologies Inc. 84 Jean Proulx Gatineau, Québec, Canada J8Z 1W1

Attention: Suzanne Larsen Telephone: 613-693-0641 x351 Telecopier:613-693-0642 Email: slarsen@solacom.com

agreement on, the day and year first above written:
County of Crawford Commissioner
Carl R. Wool
Commissioner
Commissioner
Commissioner

On motion (17-428) of Commissioner Moody and the second of Commissioner Murphy to approve the Sales Agreement between Solacom Technologies Inc and Crawford County for an enhanced 911 System.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting: Absent or not voting:

The motion prevailed.

MESSAGES FROM ELECTED OFFICIALS
MESSAGES FROM OTHER GOVERNMENTAL ENTITIES
PROCLAMATION AND ORDERS OF THE BOARD
NEW BUSINESS

Item One: Deputy County Clerk Larissa Bowman presented applications for 2018 Cereal Malt Beverage Licenses for Mary E Gebhardt "Gebhardt's Chicken Dinners" and Jennifer Bailey "Circle B Properties, LLC" to allow them to sell cereal malt beverages for consumption on the premises and to allow them to sell cereal malt beverages in original and unopened containers and not for consumption on the premises. Mr. Pyle stated that notices have been sent to the Sheriff, Zoning Administrator, County Attorney and the Township Clerk and that they were given 10 days to respond and that no responses had been received. The Commissioners discussed Circle B Properties and the issue of meeting zoning regulations. Mr. Troy Graham, Zoning Administrator stated that the Bailey's, owners of Circle B Properties, have started the hearing process for zoning but due to time the hearing will not take place until February. The Commissioners decided to approve the 2018 CMB License for a 120-day period for Circle B Properties LLC with the stipulation that the zoning guidelines be met to extend the license to the end of 2018.

On motion (17-429) of Commissioner Wood and the second of Commissioner Moody to make it known that the matter of issuing a license to the applicant(s) listed below was discussed and considered by the Board, and there being no objection filed as provided by law and the Board knowing of no reason why a license should not be issued, the board hereby issues a license to "sell at retail", cereal malt beverages in broken case lots from the place of business as shown in the application as designated and described on the application as herein before set out, and that the County Clerk be hereby authorized and directed to execute the proper license which shall be signed by the Chairman of the Board of County Commissioners and the County Clerk of Crawford County, Kansas.

2018 Cereal Malt Beverage Licenses

APPLICANT: Mary Ellen Gebhardt "Gebhardt's Chicken Dinners"

PREMISES: 124 N 260th St, Mulberry, KS 66756

(For consumption on the premises)

APPLICANT: Jennifer Bailey "Circle B Properties LLC"

PREMISES: 635 S 170th St, Pittsburg, KS 66762

(For consumption on the premises)

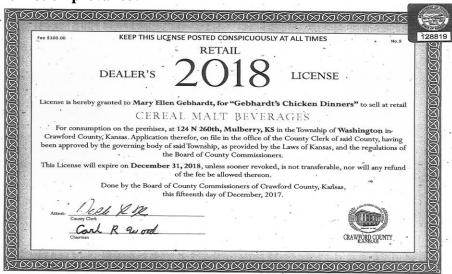
For a 120-day period only with the stipulation that the zoning guidelines be met to extend the license to the end of 2018

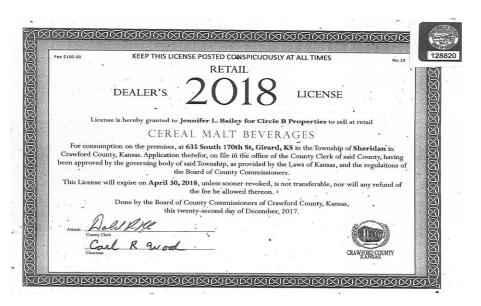
Yeas: Commissioners Moody, Wood and Murphy

Nays:

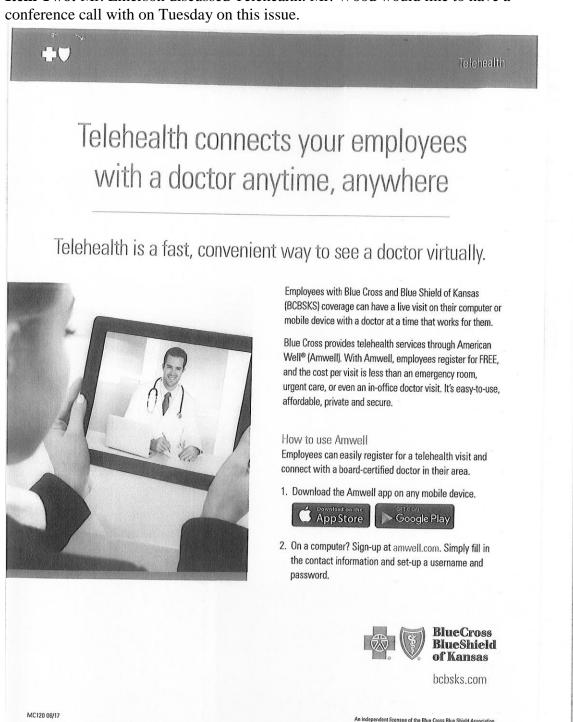
Present but not voting: Absent or not voting:

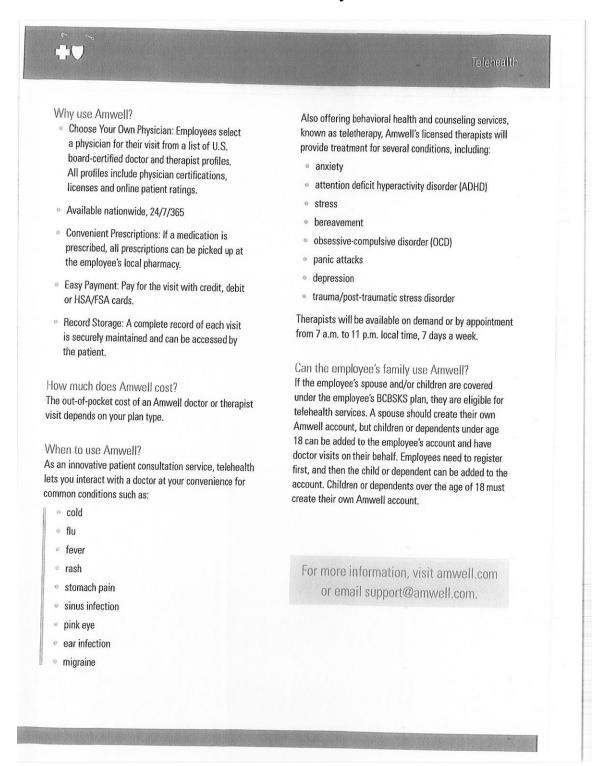
The motion prevailed.





Item Two: Mr. Emerson discussed Telehealth. Mr. Wood would like to have a conference call with on Tuesday on this issue.





Item Three: Mr. Emerson presented the statement for the Kansas Association of Counties dues for 2018 in the amount of \$7,670.01 and 2018 Webinar Wednesdays Subscription in the amount of \$50.00.



UNTIES 300 SW 8th Avenue, Suite 300 ° Topeka, KS 66603 785-272-2585 ° Fax 785-272-3585 ° www.kansascounties.org

To:

Boards of County Commissioners throughout Kansas

From:

Randall Allen, KAC Executive Director

Subject:

2018 KAC Membership Dues and KAC News

Date:

December 15, 2017

We are in the last days of 2017. It is difficult to believe that another year has gone by and we are now preparing for 2018. The KAC is working hard to ensure we have another productive year of advocacy, training and education, technical assistance, and service to member counties in 2018. We appreciate the support of our 105 member counties in 2017, and look forward to working with and assisting you in 2018!

2018 Budget and Member Dues

On November 14, 2017, the KAC Board adopted a 2018 budget of \$1,003,069, to be funded (in part) with \$450,325 of membership dues allocated to member counties.

In 2018, the KAC dues allocation formula is unchanged from the formula used to allocate 2017 dues. As such,

- 1) All member counties pay a base fee of \$500, which generates \$52,500 if all counties join.
- 2) The remaining balance (\$397,825) is split equally (\$198,912.50 each) and allocated to counties based on population (50%) and assessed valuation (50%).
- 3) No one county pays more than 3.75% of the total dues allocated to all counties, which means that in 2018, no county pays more than \$16,887.19 in dues.

Individual dues to counties vary from year to year based on relative changes in population and assessed valuation among all counties. As such, your county's dues are determined not only by your county's data, but the data of other counties as well. For purposes of policy decisions made by the membership at our annual conference, one vote is allocated to each member county regardless of population or assessed valuation. As such, adoption of our annual legislative policy statement affords each county equal participation in the discussion and ultimate outcome.

New This Year

We are constantly trying new ways to deliver good, sound information on relevant topics to our members. As such, we are launching a new service, Webinar Wednesdays, in January, 2018. Once each month, we will conduct a webinar on a topic relevant to county government. You and your county can use the 12 webinars as a training opportunity for county officials and staff for only \$50 for the entire year. A flyer describing this new service is enclosed. If you choose to participate (and we hope you do!), merely pay the \$50 annual fee when you pay your membership dues. If you choose to not participate, just cross through the webinar line on your

December 13, 2017

For Crawford County:

2017 Population:

39,164

2017 Assessed Valuation:

\$256,534,024

\$500.00

Base 2018 Membership Fee

\$4,635.88

2018 Dues Allocation (Population)

\$2,534.13

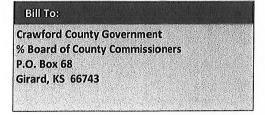
2018 Dues Allocation (Valuation)

\$7,670.01

Total 2018 Dues Allocation

Kansas Association of Counties

300 SW 8th Ave, 3rd Floor Topeka, KS 66603-3912





Date	Invoice #	
12/14/2017	12834	



NE:

Account #	Description		Amount
3100-100	2018 KAC Membership Dues (See enclosed	information	7,670.01
	sheet.)	The state of the s	50.00
3480-300	2018 Webinar Wednesdays Subscription		3
hank you for your prompt p	navment!	Total	
nank you tot your prompt	paymon.	Balance Due	\$7,720.01

Webinar Wednesdays Subscription

Based on feedback from our members, the KAC is introducing a new subscription program for a monthly webinar. This will allow us to provide you with pertinent information on a variety of topics on a regular basis. This program gives every member county the opportunity to participate in training from their office, making it cost effective to provide training to all of your employees.

Participating in the KAC's webinar program provides one "seat" to the webinar. A seat is a log-in. Your county will be allowed to connect one computer to the webinar session. You can have as many people as you want present to watch the webinar from your one location. You will be asked to include an email address for the webinars. This email will be the assumed email address used for your county's seat connection and for contact information.

Why Webinars?

Webinars — or online, real-time presentations — have obvious benefits to our members. Here are just a few reasons you should consider subscribing to the KAC Webinar Wednesdays:

Less Costly than Attending a Seminar

Webinars give you many of the rewards of an in-person seminar without the hefty price tag. You can get a brief overview of a subject without having to pay for gas and in some cases, overnight stays, to travel to a class. The \$50 annual subscription allows ALL of your employees to participate in ALL of the webinars at one central location convenient to your county.

Less Time Required

Webinars are designed to take no more than an hour of your time. You don't have to be away from work for a full day, but you still gain important information.

- Interact With the Presenter in Real-time
 Webinars allow you to interact in real-time with the presenter so you can ask specific questions even though you aren't face-to-face.
- Invite Your Employees to Interact. When you to set up a training or meeting room for employees to come together for the webinar, it will naturally lend itself to conversation on the topic, reinforcing the message.
- Strategic Content That Continues to Generate Value
 An archived video of our webinar allows others in your office interested in the topic to listen to the presentation at their convenience.

On motion (17-430) of Commissioner Moody and the second of Commissioner Wood to approve the payment of the 2018 Kansas Association of Counties membership dues in the amount of \$7,670.01 and 2018 Webinar Wednesdays Subscription in the amount of \$50.00.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting: Absent or not voting:

The motion prevailed.

UNDER THE HEADING OLD BUSINESS

Item One: Mr. Murphy addressed Neighborhood Revitalization and Mr. Emerson stated that he has information and will address after the first of the year.

Item Two: Commissioner Murphy addressed the pickup trucks for the road foremen and Commissioner Wood that he will work on that today.

Item Three: Mr. Wood discussed contacting the Insurance Commissioner.

Item Four: Mr. Moody addressed the clean-up of some property in his district and Mr. Emerson suggested to go ahead and clean it up and remove the junk placed on the property.

EXECUTIVE SESSION

UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS

FUTURE BUSINESS:

Item One: December 26, 2017 – Work Session for Employee Evaluations beginning at 9:00 AM.

ANNOUNCEMENTS:

Item One: December 22, 2017 – The Courthouse will close at 12 Noon in observance of the Christmas Holiday.

Item Two: December 25, 2017 – The Courthouse will be closed in observance of the Christmas Holiday.

Item Three: December 29, 2017 – The Courthouse will close at 12 Noon due to the year-end cash audit.

Item Four: December 29, 2017 – The Motor Vehicle Offices in Girard and Pittsburg will be closed all day and the County Treasurer's Office will close at 10:00 AM due to the year-end audit. All three offices will re-open on January 2, 2018 at 8:00 AM.

NEWS RELEASE

The Crawford County Motor Vehicle Offices, located on the first floor of the Crawford County Courthouse In Girard and inside the Judicial Center, 602 North Locust, Pittsburg will be closed all day Friday, December 29, 2017. The County Treasurer's Office, located on the second floor of the County Courthouse in Girard will close at 10:00 a.m. on Friday, December 29, 2017. These office closings are due to the year-end audit. All three offices will re-open on Tuesday, January 2, 2018 at 8:00 a.m.

Item Five: January 1, 2018 – The Courthouse will be closed in observance of the New Year's Holiday.

UNDER THE HEADING MOTION TO ADJOURN MOTION TO ADJOURN

Item One: Adjournment

On the motion of Commissioner Murphy and the second of Commissioner Wood to adjourn the December 22, 2017 meeting of the Board of Crawford County

Commissioners at 9:51 PM and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Moody, Murphy and Wood

Nays:

Present but not voting: Absent or not voting: **The motion prevailed.**

In Testimony whereof, I have hereunto set my hand and caused to be affixed my official seal and submitted these minutes for the approval of the Board of Crawford County Commissioners.

Larissa Bowman

Deputy County Clerk

<>

This submission completed at the Crawford County Courthouse in Girard.

Taken BKW 12/22/17 9:51 AM/Amended BKW 12/22/17 11:07 AM