

MINUTES FOR MARCH 27, 2017
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman Collins called the regular session of the Cherokee County Board of Commissioners (The Board), to order and led all in attendance in the Pledge of Allegiance at 9:00 a.m. on Monday, March 27, 2017 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Pat Collins, Neal Anderson, Cory Moates, Counselor Barbara Wright, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt, Jordan Zabel, and Machel Smith

A motion was made by Commissioner Collins to enter an executive session with the Board and County Attorney Jacob Conard for the purpose of non-elected personnel for a period of 10 minutes. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 9:03 a.m.

The meeting reconvened at 9:13 a.m.

No action was taken during the Executive Session.

Will Blanco, Service Director of Cherokee County Ambulance District 3 appeared before the Board and presented a cost estimate to remount one of their units. He stated that one of their ambulances is out of service with a rear main seal issue that keeps reoccurring and a crank case oil separator that is bad. He recommends that the unit be done away with. He stated that they are working on several grants. The Board took it under advisement.

Chairman Collins signed the completed USDA Grant Application to be submitted by Cherokee County on behalf of Ambulance District 3.

Leonard Vanatta, County Road Supervisor appeared before the Board on routine county road business. He is in the process of getting an estimate to extend the concrete culvert at 100th & Bethlehem Rd. by 6 feet on the south side and 8 feet on the north side. He reported that the bridge work on Blackjack Rd. is coming right along, but it's going to take some time. He also reported that the culvert at the softball park in Riverton is a small culvert and it has collapsed.

A motion was made by Commissioner Anderson to approve the Payroll for the period ending March 17, 2017. The motion was seconded by Commissioner Moates. The motion carried 3-0.

A motion was made by Commissioner Moates to approve the Accounts Payable for the period ending March 20, 2017. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Moates to approve the Minutes of the March 20, 2017 BOCC Meeting as written. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Jim Hanni of AAA of Kansas appeared before the Board to present Sheriff David Groves and the Cherokee County Sheriff's Department with the 2016 AAA Kansas Community Traffic Safety Award. Hanni stated that Cherokee County has one of the elite Sheriff's Departments in the state. This is the sixth consecutive year for Cherokee County to receive the AAA Kansas Safety Award. They are one of only seven Sheriff's Departments in the state to receive an award, and only one of four to receive a platinum award, the highest level possible. He recognized the department for their continued support of numerous safety programs as well as enforcement programs that have impacted the citizens of Cherokee County. Sheriff Groves stated that it was a team effort and thanked Jim Hanni for his help.

Susan Galemore from the SEK Regional Planning Commission along with Emergency Preparedness Coordinator Jason Allison appeared at 10:30 a.m. for the opening of the sealed bids for the demolition of the flood buyout properties. Allison opened and read the four sealed bids that were submitted to the County Clerk.

Bids were submitted by: Billman's Mobile Home Moving, LLC, \$47,450; B-3 Construction, \$40,150; Randy Vilela Trucking, \$60,950; and Tom Webber, \$45,600.

A motion was made by Commissioner Moates to accept the low bid of \$40,150 from B-3 Construction for the demolition of the flood buyout properties. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Galemore stated that the CDBG grant portion of the buyout is set to expire April 30th and she recommends requesting a six month extension for the project.

A motion was made by Commissioner Collins to extend the CDBG grant portion of the project by six months. The motion was seconded by Commissioner Anderson. The motion carried 3-0. The Board signed the extension request as presented.

A motion was made by Commissioner Moates to take a 10 minute recess. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 10:43 a.m.

The meeting reconvened at 10:53 a.m.

Thomas Niegisch of KISS Tech appeared before the Board regarding computer services and submitted a proposed service agreement for managed computer services for the County. He stated that his contract includes some things that aren't included in our current contract and that the County is paying a separate fee for that service. He estimates that total saving would be \$875 per month over the current contract.

A motion was made by Commissioner Moates to enter an executive session with the Board, Counselor Wright, and Clerk Edmondson for attorney client privilege for the purpose of a contractual agreement. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 11:07 a.m.

The meeting reconvened at 11:17 a.m.

Barbara Bilke, County Register of Deeds appeared before the Board regarding non-elected personnel.

A motion was made by Commissioner Moates to enter an executive session with the Board, Barbara Bilke, and Counselor Wright for the purpose of non-elected personnel. The motion was seconded by Commissioner Anderson. The motion carried 3-0 at 11:25 a.m.

The meeting reconvened at 11:35 a.m.

No action was taken during the executive session.

Counselor Wright presented the amended resolution for the distribution of Economic Development funds for a second read by the Board. This resolution amends Resolution 02-2017.

A motion was made by Commissioner Anderson to accept Resolution 08-2017 for the disbursement of Economic Development funds. The motion was seconded by Commissioner Moates. The motion carried 3-0.

Jason Allison presented the demolition contract from B-3 Construction for the board to consider. The Board approved the contract and it was signed by Chairman Collins. Allison stated that the asbestos inspections still need to be completed before the demolition begins.

Counselor Wright informed the Board that the closing of the sewer project funding is set for Thursday, March 30th at 10:00 a.m. Clerk Edmondson will contact someone and inquire as to the need for the Board to meet in special session for the closing. The meeting will be cancelled if it is not needed.

Commissioner Anderson made a motion to adjourn until the tentative special meeting set for Thursday, March 30, 2017 at 10:00 a.m. The motion was seconded by Commissioner Moates. The motion carried 3-0 at 11:52 a.m.

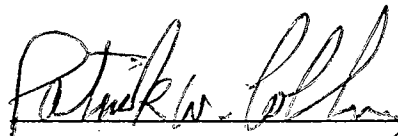
The Board will meet in regular session on Monday, April 3, 2017 at 9:00 a.m.

ATTEST: Resolved and ordered this 3rd day of April 2017


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

Cherokee County Board of Commissioners

110 W. Maple St. - P.O. Box 14
Columbus, Kansas 66725

e-mail: shelli.commissioner@cherokeecounty-ks.gov

Phone: 620-429-3256

Fax: 620-429-1591

March 27, 2017

Salih Doughramaji
Kansas Department of Commerce
1000 SW Jackson St. Suite 100
Topeka, KS 66612-1354

RE: Time Extension Request – Grant No. 16-IT-001 – Cherokee County Flood Buy-Out

Dear Mr. Doughramaji:

Cherokee County would like to respectfully request a 6-month time extension for the flood buy-out project.

The attached Contract Amendment Request explains that there was a delay in Fema's award of their grant. It was due to a series of requests for additional items and information over a period of more than 6 months. Additionally, some of the properties were required to have surveys completed. Fema finally awarded the project on November 17, 2016.

Once the project was awarded by Fema, activities immediately began to begin the buy-out process.

Currently, most the properties have been purchased. There is one that is currently delayed due to the property being held in a land trust. The properties have been inspected for asbestos. We expect those reports very soon. The bid opening for the demolition is scheduled for March 27th.

We respectfully request an additional 6 months to allow time to successfully complete the demolition of the properties.

Sincerely,



Pat Collins
Chairman

Enclosures: 2 original Contract Amendment Request forms

**INSTRUCTIONS: SUBMIT TO COMMERCE TWO ORIGINALLY SIGNED COPIES WITH
COVER LETTER CONTAINING REASON(S) FOR REQUEST.**

CONTRACT AMENDMENT/REQUEST #1

Grantee Name: Cherokee County Grant #: 16-IT-001
 Address, City, Zip: PO Box 14, Columbus, KS 66725

Date of Request: 4-27-17 **Check as Applicable:**
 Contract Award Date: 5-1-16 **Time Extension**
 Current Completion Date: 4-30-17 **Budget Amendment**

If requesting time extension, indicate amount of time needed to complete the project and give explanation below. Additional 6 months needed. New completion date 10-30-17.

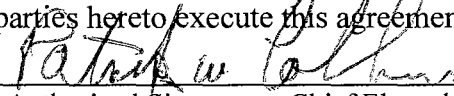
For budget change(s), enter each line item -- **regardless of whether budget item changed or not.** If approved, this new project budget will supersede any previous budget(s).

No.	Activity Item	Existing Grant Budget	Revised Grant Budget	% Change
TOTALS				

Explanation of Request (attach additional sheets, if needed):

This project experienced a delay due to Fema's delay in the issuing of their grant. It started with Fema wanting certain properties surveyed, then it was a constant request for additional information and items which ultimately delayed the start of the project at least 6 months. Fema finally awarded the grant on November 17, 2016.

The amendment shall become effective on _____, 20____. All other terms and conditions of the contract or any amendments thereto, shall remain unchanged. IN WITNESS WHEREOF, the parties hereto execute this agreement.



 Authorized Signature – Chief Elected Official

Pat Collins, Chairman

 Typed Name and Title

 Date

Kansas Department of Commerce

 CDBG Program

 Date

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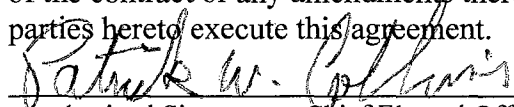
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 Authorized Signature – Chief Elected Official

Kansas Department of Commerce

Pat Collins, Chairman

 Typed Name and Title

 CDBG Program

 Date

 Date

Demolition Contract

THIS AGREEMENT, made and entered into this 27 day of March, 2017, by and between B-3, hereinafter called the "Contractor", and Cherokee County, hereinafter called the "County". In consideration of the mutual promises and agreements contained herein, the undersigned Contractor and County agree as follows:

I. The Contractor shall comply with the following provisions:

A. Labor, Materials, and Work Write-Up:

Furnish all labor, materials, supervision and services necessary to do the work specified in the Bid Instructions, attached and made a part hereof for the total sum of \$40,150.⁰⁰.

B. Notice to Proceed:

Not to begin the work to be performed until receipt of Written Notice to Proceed, after which the Contractor shall begin the work within 10 calendar days of the date of said Notice, and shall complete said work within 60 calendar days thereafter.

C. Specifications - Codes and Regulations:

Comply with all appropriate specifications and codes referred to and with all regulations, ordinances and laws of Cherokee County, the State of Kansas, and the federal government, and permit reasonable inspection of all work by authorized inspectors.

D. Insurance:

1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- a. Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;
- b. Claims for damages because of bodily injury, sickness or disease, or death of any persons other than his employees;
- c. Claims for damages insured by usual personal injury liability coverage that are sustained 1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or 2) by any other person;
- d. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

- e. Bodily injury insurance shall be, at a minimum, in the amount of \$100,000.
2. Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the County.
3. The Contractor shall procure and maintain, at his own expense, during the contract time, public liability insurance as required by the county, at a minimum, in the amount of \$500,000.
4. The Contractor shall procure and maintain, at his own expense, during the contract time, in accordance with the provisions of the laws of the State in which the work is performed, Workmen's Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

E. Permits and Licenses:

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

F. Debris and Material Removal:

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless specifically spelled-out otherwise in the Bid Instructions.

G. Assignments and Subcontractors:

Shall not assign the Contract or subcontract any portion of this Contract without written consent of the Project Administrator. The request for the assignment must be addressed to the Project Administrator. The Contractor is responsible for all work carried out by any Subcontractor.

H. Subcontractors to County Officials:

Shall not subcontract any part of the work to be performed under this Contract to any member, officer or employee of the county or its designees or agents, no

member of the governing body of said County, and no other public official of such locality who exercises any functions or responsibilities with respect to the Rural Development program giving rise to this contract during his or her tenure or for one year thereafter.

I. Acceptance of Final Payment as Release:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the County and Owner of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this work and other relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the contract documents.

J. Equal Employment Opportunity, Nondiscrimination and Minority Business Enterprise Utilization:

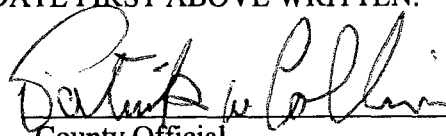
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11426, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246, and by rules, regulations, and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared to be ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provision will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor will make affirmative efforts to utilize minority business enterprises for suppliers and Subcontractors and will document his efforts to the County.

THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST ABOVE WRITTEN.

B-3 Construction, Inc.
Contractor


County Official

Loni Johnson
By

Title

1106 S. High School Ave
Address Columbus, KS 66725

Address

620-479-2323
Telephone

Telephone



CERTIFICATE OF LIABILITY INSURANCE

3-2015-OK (REVISED)
 DATE (MM/DD/YYYY)
 03/15/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clarissa Insurance Group 9435 E. Central, Bldg. 100 Wichita, KS 67206	CONTACT: Brad Cartwright Phone: (316) 440-3531 Fax: (316) 440-3531 E-mail: bcartwright@cigcorp.com														
INSURED B-3 Construction 1106 South High School Columbus, KS 66725	INSURERS AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER B: Nationwide Mutual Ins Company</td> <td>23787</td> </tr> <tr> <td>INSURER C: Riverport Insurance Company</td> <td>36684</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: Admiral Insurance Company	24856	INSURER B: Nationwide Mutual Ins Company	23787	INSURER C: Riverport Insurance Company	36684	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES: _____ CERTIFICATE NUMBER: _____ REVISION NUMBER: _____

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. TYPE	TYPE OF INSURANCE	ADDL. INSR. (IND.)	POLICY NUMBER	POLICY EFF. (MM/DD/YY)	POLICY EXP. (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC OTHER: _____		FEHEL1909593	03/09/2017	03/09/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (B & C operations) \$ 50,000 MED EXP (adv. care person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 CRIMINAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> UNINSURED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESSIVE LIAB <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____		ACPLA3028681322	04/28/2016	04/28/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 AUTO BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE \$ _____ UMBRELLA EXCESSIVE LIAB \$ _____ EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROFIT-SHARING PARTICIPANTS EXCLUDED? (See Section 1.1) Y/N If yes, describe under Description of Operations below.	N/A	KSARP307079	12/04/2016	08/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER \$1 EACH ACCIDENT \$ 1,000,000 \$1 DISEASE - EA EMPLOYEE \$ 1,000,000 \$1 DISEASE POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Vecivo Design Build, LLC & Block 22, LLC 305 W. Commercial Springfield, MO 65803	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brad Cartwright</i>
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Service Agreement

Premium Managed Services for Business

Client: Cherokee County Kansas – County Government

Service Addresses:

Ck County Courthouse - 110 W Maple St. Columbus, Ks 66725

Ck County Health Department - 110 E Walnut St. Columbus, Ks 66725

Ck County Noxious Weed Dept. (County Lot) - 600 E Country Rd. Columbus, Ks 66725

Term of Agreement: Two (2) years commencing on the 1st day May, 2017 (“Start Date”) and ending on the last day of April 2019.

Base Rate: \$3,295 per month

- 1. Engagement:** Client hereby engages KissTECH, LLC. (“Service Provider”) for the initial term set forth above, to provide services in support of Client’s computer, electronic and information technology systems (“IT Services”) located at the Service Addresses listed above. Upon expiration of the initial term, and each successive term, this Agreement may be renewed and extended for an additional term equal to or greater than the initial by request of the Client or Service Provider and agreed upon by both parties.
- 2. Scope of Included Services:** Service Provider will perform IT Services included within the Scope of Included Services, as required, during the term of this Agreement. Service Provider will perform IT Services at the specified service address or remotely at their own discretion. Client agrees not to make unreasonable requests for services. See Exhibit A and Addendums for additional details.
- 3. Pricing, Additional Services:** The Base Rate of \$3,295 per month covers the cost of IT Services coming within the Scope of Included Services in addition to addendums, if any, to this document. A one-time setup fee, equal to one half of the Base Rate, is due at contract signing and covers time spent preparing Clients systems for a smooth transition to Service Provider’s monitoring systems from previous Consultant. Charges for additional services such as “project Type” work, requested or required by Client will be determined by agreement of the parties or, in the absence of agreement, will be charged at Service Provider’s standard rates in effect at the time service is provided. The Base Rate does not include the cost of any Hardware, Software, equipment, or supplies or any out-of-pocket expenses incurred by Service Provider unless specifically identified as included in the Exhibits or in an addendum.
- 4. Payment, Suspension or Termination of Services:** Payment of the Base Rate is due on the first day of each month during the term of this Agreement and shall be considered delinquent if unpaid within ten (10) days of the due date. Client shall pay invoices for any additional amounts due to Service Provider within fifteen (15) days after receipt. Service Provider shall have the right to, suspend the performance of IT Services, or to terminate this Agreement, if Client fails to make payment within the time permitted for doing so under this Agreement. If client wishes to terminate this Agreement prior to the expiration of this Agreement, other than for cause as

defined herein, Client shall be responsible for payment of six (6) months at the Base Rate set forth herein. If Client has less than six (6) months remaining under this Agreement, Client shall only be responsible for the remaining months at the Base Rate. Payment for early termination by Client, as set hereinabove, shall be due immediately and paid in full by Client. Upon receipt of payment, Client will be given credit for any expenses that Service Provider would have incurred due to its performance of the Agreement. Client shall have the right to, at their discretion, terminate this Agreement, for cause, if Guarantee described in Exhibit B is not met; provided, however, that Client shall not terminate this Agreement pursuant to this provision without first giving Service Provider written notice of deficiencies in performance and a reasonable opportunity (not less than 30 days) to meet and maintain the Required Performance standard.

- 5. Price Adjustments:** Service Provider shall have the right to propose an adjustment to the Monthly Base Rate in the event of equipment purchases, substantial changes in demand for IT Services initiated by Client, material increases in cost to Service Provider, or if Client's demand for IT Services during any twelve-month period during the term of this Agreement should exceed the Adjustment Threshold. When an adjustment occurs and addendum detailing the change, signed by both parties, will be attached to this contract.
- 6. Tangible Property Rights:** Authorization to use any software or hardware provided by Service Provider to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, distribute, sell, lease, sublet or make any unauthorized use of Service Provider property. Modification of such materials or the use of such materials for any purpose not authorized by Service Provider is prohibited. Client agrees to act in good faith and maintain a good physical and working order any hardware, software or other tangible items belonging to Service Provider that are installed, lent to, leased to, or for any other reason in possession by Client or Client personnel. In the event of damage, theft, modification, defacing, loss of, or any other acts considered beyond "normal wear" the Client will be responsible for reimbursing Service Provider for repair and/or replacement of such material in an amount determined by consultant to be "fair market value" and will be due immediately at any time requested by consultant.
- 7. Ownership of Work Product:** Any (a) work of authorship fixed in any tangible medium that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) hardware or software provided by Service Provider for use by Client, (e) trade secrets, or (f) any other copyrightable, patentable and/or trademarkable intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Service Provider and or Service Provider personnel; and/or (ii) through collaborative efforts of Service Provider (including Service Provider personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the terms of this Agreement (collectively, the "Work Product") shall belong to Service Provider; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its right to said Work Product, to

any third party (including Service Provider Personnel and Client Personnel) without the express, written consent of Service Provider, which consent may be withheld. Upon request of Service Provider, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of Service Provider.

- 8. Non-Diversion:** Client agrees that during the term of this Agreement and for a period of three years following the termination of this Agreement, Client will not recruit or hire any employee, agent, representative or subcontractor of the Service Provider ("Service Provider Personnel"), nor will Client directly or indirectly contact or communicate with Service Provider Personnel for the purpose of soliciting or inducing such Service Provider Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than Service Provider; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of the Service Provider. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Service Provider, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.
- 9. Disclaimer of Warranties:** To the fullest extent permitted by law, Service Provider disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Service Provider does not warrant that use of software, hardware, services or any other products furnished by Service Provider will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.
- 10. Limitation of Liability:** In no event, shall Service Provider be liable to the Client or any other party for any special, exemplary, incidental, consequential, or direct damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise. In no way is Service Provider responsible for any damages to the Client or any other party including but not limited to lost profits due to; data loss, the unavailability of or malfunctioning of any equipment, software, or service, whether provided by Service Provider or any party representing Service Provider or otherwise. Service Provider shall not be liable to Client for any failure or delay caused by events beyond Service Provider's reasonable control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures, theft or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, equipment, technical failures, accessibility to work site, acts of God, or any other reason.
- 11. Actions:** No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.
- 12. Good Faith:** The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement.
- 13. Access:** Client agrees to maintain, where required, a full time, dedicated internet connection and to allow the Service Provider access to the Client's network via that internet connection. Client agrees to allow the Service Provider employees or subcontractors access to its facilities in order to

perform services under this Agreement. Client agrees to allow the Service Provider access to the covered equipment. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands the Service Provider may be unable to perform their duties adequately and if such a situation should exist, the Service Provider will be held harmless. In the case of the Client residing in a facility with access controlled by a third party, the Client is responsible for obtaining proper and adequate permissions for the Service Provider to enter and operate on the premises designated as the Client's work area. Client agrees to allow the Service Provider to load any necessary management software on their systems. Client agrees to furnish the Service Provider with Administrator-level password access for all covered equipment and servers, where necessary. The Service Provider agrees no to prevent Client from accessing any equipment owned by the client or Service Provider.

14. Limitations of Technology: The Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that the Service Provider may be unable to monitor, manage or patch. The Service Provider agrees to inform the Client when such a situation arises. The Client agrees to correct the situation if applicable, and to hold the Service Provider harmless in any case. Patches and anti-virus definitions are distributed by their respective software vendors, and as such, the Service Provider had no direct control over the effectiveness or lack thereof of the software being applied. The Service Provider shall not be held responsible for interruptions in service due to patches released by software vendors.

15. Authority: Client signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only individuals with title of Chief Executive, Chief Financial Officer, Owner or any person designated by any of those individuals shall have power and authority to bind Client.

16. Miscellaneous: This instrument, with attached exhibits, contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. Service Provider is an independent contractor and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. The headings contained herein are for convenience of reference only, and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the State of Kansas. Both parties consent to jurisdiction, and venue for any dispute regarding this Agreement shall be in the District Court of Cherokee County, Kansas; both parties waive right to jury trial. The prevailing party shall be entitled to recovery of its attorney's fees and court costs. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

Exhibit A

What is Included

Complete network mapping and performance monitoring

- Firewall, switches and wireless access point management
- Printer management
- Network connection monitoring

On and off-site secure backups

- Unlimited off-site backup capacity
- Hardware redundant RAID disks
- Guaranteed safe and secure from flood, Fire and Natural Disasters

24/7 complete system hardware, software and performance monitoring

- *Hard Drives* - Free Space, SMART Stats, Errors, File Fragmentation, File system corruption
- *CPU* - High Usage, Temperature, start-up and background processes
- *Memory* - Low Memory, Temperature, Failure
- *Updates and Security* - Blacklisted software and processes, windows updates, support Software updates, Unauthorized software removal, hardware tampering

Malwarebytes Endpoint Security software

- Industry Leading Anti-Virus, Anti-Malware and Anti-Exploit software.

Remote and on-site help desk support - 24/7

99% system and network up time – Virus free network – Best Customer Service

What is NOT Included

Client agrees that the following is not included as covered in this agreement. This list is for reference only.

“Line of Business Applications” Defined as applications such as custom accounting packages, CRM software, ERP software, Etc. that are not specifically mentioned herein fall outside the normal purview of this Agreement. Reasonable attempts will be made to correct connectivity issues to such applications; however, problems specific to the application configuration or network problems caused by the applications are excluded.

“Project Work” Defined as any work that is not designed to support existing systems or persons. Projects are outside of the scope of this agreement and as such will be quoted and invoiced separately. Project work will be identified to the Client before any work is performed.

“Systems and Components” Defined as physical computers as a whole or individual parts that make up the whole of a computer workstation, server or peripheral device. Components and Peripheral devices include, but are not limited to, printers, keyboards, mice, hard drives, RAM, motherboards, power supplies, speakers, processors, monitors, etc.

Exhibit B

Service Response Guarantee

Service Provider will provide all customary, scheduled, and routine services required under this agreement in a reasonably timely manner. In addition, Service Provider shall meet or exceed the following in responding to specific requests from Client:

Urgent Priority: Response time of 5-30 minutes, Problem resolved ASAP

High Priority: Response time of less than 2 Hrs., Problem resolved ASAP

Normal Priority: Response time within the same business day, Problem resolved ASAP

KissTECH, LLC.

Signed: _____

Name: _____

Title: _____

Date: __/__/__

Cherokee County Ks – County Gov.

Signed: _____

Name: _____

Title: _____

Date: __/__/__

Witnessed

Signed: _____

Name: _____

Title: _____

Date: __/__/__

