

**MINUTES FOR AUGUST 31, 2015**  
**BOARD OF CHEROKEE COUNTY COMMISSIONERS**  
**CHEROKEE COUNTY, KANSAS**

**CONVENE**

Commissioner Hilderbrand 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 AM on Monday, August 31, 2015 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Richard Hilderbrand, Charles Napier, Pat Collins, 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 Napier to approve the Minutes of the BOCC Meeting for August 24, 2015. The motion was seconded by Commissioner Collins. The motion carried 3-0.

**Leonard Vanatta - County Road Supervisor**  
**Gene Langerot - County Lot Supervisor**

They appeared before the Board concerning county road business.

**David Groves, Terry Clugston - Sheriff's Department**

They appeared before the Board to present a proposal to upgrade the CAD and Records Management computers and software. Out of several vendors, they recommend the proposal from Information Technologies, Inc. It provides the best price for services compared to the others. Initial cost estimate is \$52,546.00 with approximately \$2,500 in monthly maintenance fees. 911 Funds can be used to purchase and maintain the system. This system will be shared with all agencies in Cherokee County as well as Labette and Bourbons counties. It will be a completely hosted system, there will be no servers here. The Board gave their approval to purchase the upgraded system.

**Galen Zook, Bill Dehart - Fair Board Budget**

They appeared before the Board to present a 2015 expense report for the 4-H Board.

**Gene Mense, Matt Mense - Mense, Churchwell & Mense, P.C.**

They appeared before the Board for the public hearings for the 2016 Cherokee County and Sewer District Budgets.

Chairman Hilderbrand opened the public hearing for the 2016 Sewer District No. 1 budget hearing at 10:00 AM.

A motion was made by Commissioner Hilderbrand to close the public hearing at 10:01 AM. The motion was seconded by Commissioner Collins. The motion carried 3-0.

A motion was made by Commissioner Hildebrand to approve the Sewer District No. 1 2016 Budget as proposed. The motion was seconded by Commissioner Napier. The motion carried 3-0.

Chairman Hilderbrand opened the public hearing for the 2016 Cherokee County Budget at 10:02 AM.

Gerald Messer voiced his opposition to paying \$2,500 towards the Truancy Program. He asked why the schools don't pay it. The Board informed him that the schools do pay.

A motion was made by Commissioner Hilderbrand to close the public hearing of the 2016 Cherokee County Budget at 10:07 AM. The motion was seconded by Commissioner Collins. The motion carried 3-0.

A motion was made by Commissioner Hilderbrand to adopt the 2016 Cherokee County Budget as proposed. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Napier to appoint Zach Lawellin to the position of Neosho Township Clerk. The motion was seconded by Commissioner Collins. The motion carried 2-1 with Commissioner Hilderbrand voting no due to the fact that Mr. Lawellin is married to the Neosho Township Treasurer.

A motion was made by Commissioner Hilderbrand to approve the written agreement from DeAnn Auman Hill to complete the Unclaimed Property Report for the State Treasurer's Office for the years 2003-2012 and to reconcile the bank statements on 15 bank accounts for the years 2003-2014. The motion was seconded by Commissioner Collins. This authorizes Mrs. Hill to come in and do the work that has been requested of the Treasurer for quite a while. The funds will come out of Courthouse Funds for now. He would recommend to the Board that in the future, if needed, it should come out of the Treasurer's pay. The cost of the services is \$3,500 for unclaimed property reports and \$3,000 for each bank account. According to the agreement the work should be completed by January 31, 2016. The motion carried 3-0.

#### **Nathan Coleman - County Counselor**

He appeared before the Board regarding legal matters concerning Cherokee County.

He stated that he has reviewed the Second Amendment to the Host Agreement as approved by the Solid Waste Committee and gave his approval.

A motion was made by Commissioner Hilderbrand to approve the Second Amendment to the Host Agreement as per the Solid Waste Committee's recommendation. The motion was seconded by Commissioner Napier. The motion carried 3-0.

A motion was made by Commissioner Hilderbrand to enter an Executive Session with the Board and Mr. Coleman for a period of 15 minutes for the purpose of Non/Elected Personnel. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 11:39 AM.

The meeting reconvened at 11:54 AM.

No action was taken during the Executive Session.

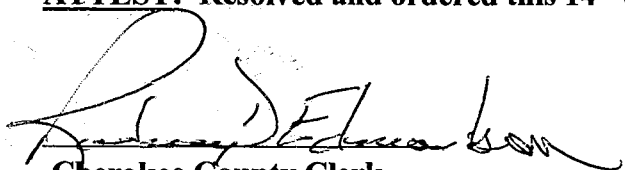
A motion was made by Commissioner Collins to recess for lunch. The motion was seconded by Commissioner Napier. The motion carried 3-0 at 11:54 AM.

The meeting reconvened at 1:00 PM for the purpose of a public reception to recognize Commissioner Hilderbrand on his last day in office. Commissioner Collins presented Hilderbrand with a plaque commemorating his seven years of service as County Commissioner.

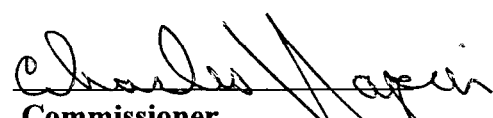
Commissioner Hilderbrand made a motion to adjourn until the next regularly scheduled meeting set for September 14, 2015 at 9:00 AM. The motion was seconded by Commissioner Napier. The motion carried 2-1 with Commissioner Collins voting no at 1:40 PM.

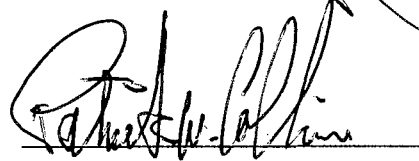
The Board will not meet on Monday, September 7, 2015 due to the Labor Day Holiday.

**ATTEST: Resolved and ordered this 14<sup>th</sup> day of September, 2015**

  
Cherokee County Clerk

\_\_\_\_\_  
Commissioner

  
Commissioner

  
Commissioner

**SECOND AMENDMENT TO HOST COMMUNITY AGREEMENT  
WITH RESPECT TO THE OPERATION OF THE WHEATLAND LANDFILL  
IN CHEROKEE COUNTY, KANSAS**

THIS SECOND AMENDMENT to that certain HOST COMMUNITY AGREEMENT WITH RESPECT TO THE OPERATION OF THE WHEATLAND LANDFILL IN CHEROKEE COUNTY, KANSAS by and between Cherokee County, Kansas and American Disposal Services of Kansas, Inc., dated June 1, 1995 (hereinafter referred to as the "Second Amendment"), is made and entered into as of the 31<sup>st</sup> day of August, 2015, by and between CHEROKEE COUNTY, KANSAS, a municipal corporation organized and existing under the laws of the State of Kansas, by and through its Board of County Commissioners (hereinafter referred to as the "County"), and AMERICAN DISPOSAL SERVICES OF KANSAS, INC., a Kansas corporation (hereinafter referred to as the "Company").

**RECITALS**

WHEREAS, the County is authorized pursuant to K.S.A. § 19-101a, and K.S.A. § 19-212 to provide for the health, safety and general welfare of its residents, and is authorized under K.S.A. § 65-3401 *et seq.* to provide for and contract for the collection, transportation, disposal of solid waste, and to adopt a Solid Waste Management Plan;

WHEREAS, the parties hereto entered into that certain Host Community Agreement with Respect to the Operation of the Wheatland Landfill in Cherokee County, Kansas, dated June 1, 1995 (hereinafter referred to as the "Host Community Agreement");

WHEREAS, the parties hereto entered into that certain First Amendment to Host Community Agreement with Respect to the Operation of the Wheatland Landfill in Cherokee County, Kansas, dated May 11, 1998 (hereinafter referred to as the "First Amendment");

WHEREAS, the parties hereto desire to amend and modify those provisions of the Host Community Agreement as amended and modified by the First Amendment with respect to Long Term Disposal Service and associated fees as hereinafter provided, and to enter into this Second Amendment thereto setting forth their understanding and agreement with respect to such amendments.

NOW, THEREFORE, for and in consideration of the aforesaid Recitals and the covenants and agreements hereinafter made, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree that the Host Community Agreement as modified and amended by the First Amendment shall be and hereby is modified and amended as follows:

1. Long Term Disposal Service. Sections 11.4(c) and 11.4(d) of the Host Community Agreement, as added by the First Amendment, are amended to read in their entirety as follows effective the 1st day of the month following execution of this Second Amendment:

(c) Price. The fee (the "Disposal Fee") charged by the Company for processing at the Transfer Facility and ultimately for disposal of municipal solid waste (i) generated within the geographical boundaries of Cherokee County, Kansas and (ii) (a) collected and hauled by trash services owned and operated by municipalities located within the County or owned and operated by private haulers under franchise agreements with such municipalities or (b) personal, household trash hauled by individual residents of the County in privately owned vehicles bearing current Cherokee

County license tags, shall be \$26.26 per ton, which shall be adjusted annually at September 30<sup>th</sup> of each year to take into consideration changes in the Consumer Price Index (Water and Sewer and Trash Collection Services).

In addition to the Disposal Fee, the hauler shall pay such fees as the Company may impose from time to time by notice to the hauler (including, by way of example only, environmental recovery and fuel recovery fees), with the Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by applicable law. Without limiting the foregoing, the hauler shall pay the Company environmental recovery and fuel recovery fees in the amounts shown on each of the Company's invoices, which amounts the Company may increase or decrease from time to time by showing the amount on the invoice. The initial amount for the environmental recovery fee is \$13.00 per load and the initial amount for the fuel recovery fee is 9.03% of the then current Disposal Fee, but these fees are subject to change from time to time as described in this Section 11.4(c).

Included in the Disposal Fee are all federal, state, local or other taxes, fees, surcharges or similar charges related to the acceptance or disposal of waste or the operations or activities of the Transfer Facility that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise

(collectively, "Taxes/Charges"). The Company shall have the right to increase the Disposal Fee from time to time, however, by the amount of any increase in Taxes/Charges imposed on the Company. The Company also shall have the right to increase the Disposal Fee by the pro rata amount (determined by relative tonnage of waste delivered by the hauler and accepted by the Company for processing at the Transfer Facility divided by the total tonnage of waste processed at the Transfer Facility) of any increase in operating costs or capital costs of the Transfer Facility as a result of a change in applicable laws. Any such increase shall be effective immediately upon written notice by the Company to the hauler.

(d) Expiration. The Company's obligations under this § 11.4 shall continue in full force and effect until September 30, 2028. By mutual agreement, the parties may extend the term of this § 11.4 for an additional 10-year period. All other rights and obligations of the parties set forth under other provisions of the Host Community Agreement (including, but not limited to, those with respect to indemnification) shall survive as provided in the Host Agreement.

2. Ratification of Host Community Agreement. Except as expressly modified by this Second Amendment, the Host Community Agreement, as modified by the First Amendment, remains in full force and effect and is in all other respects ratified and reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Host Community Agreement as of the date first above written.

The County:

CHEROKEE COUNTY, KANSAS  
By: The Board of County Commissioners  
of Cherokee County, Kansas

By: Richard Hilderbrand  
Richard Hilderbrand, Chairman

ATTEST:

Rodney Edmondson  
Rodney Edmondson, County Clerk

(Seal)

STATE OF KANSAS        )  
  ) ss:  
COUNTY OF CHEROKEE )

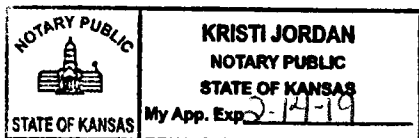
BE IT REMEMBERED THAT on this 31st day of August, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Richard Hilderbrand, Chairman of the Board of County Commissioners of Cherokee County, Kansas, and Rodney Edmondson, County Clerk, who are personally known to me to be such Chairman and County Clerk, respectively, and who are personally known to me to be the same persons who executed, as such Chairman and County Clerk, respectively, the within instrument of writing on behalf of the Board of County Commissioners of Cherokee County, Kansas, and such persons duly acknowledged the execution of the same to be the act and deed of said Board of County Commissioners of Cherokee County, Kansas.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Kristi Jordan  
Notary Public

My Appointment Expires:

(Seal)





The Company:

AMERICAN DISPOSAL SERVICES OF KANSAS, INC.

By:

W. T. Eggleston, Jr., Vice President

STATE OF ARIZONA        )  
  ) ss:  
COUNTY OF MARICOPA    )

BE IT REMEMBERED THAT on this \_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came W. T. Eggleston, Jr., who is personally known to me to be Vice President of American Disposal Services of Kansas, Inc., and who is personally known to me to be the same person who executed, as such Vice President, the within instrument of writing on behalf of American Disposal Services of Kansas, Inc., and such person duly acknowledged the execution of the same to be the act and deed of said American Disposal Services of Kansas, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:

(Seal)

**DEANN AUMAN HILL, CPA  
1015 MILITARY AVENUE  
BAXTER SPRINGS, KANSAS 66713**

August 28, 2015

Cherokee County Commission  
Courthouse  
Columbus, KS

I am pleased to confirm my understanding of the nature and limitations of the services I am to provide for the Cherokee County Commission. I will apply the agreed-upon procedures specified to the 15 bank accounts for the County Treasurer's Office. This engagement is solely to assist the County Treasurer in bringing the monthly bank account reconciliations up to December 31, 2014; to also assist with comply with the Unclaimed Property requirements for outstanding checks for the same accounts. This is also subject to the action taken March, 2015 regarding the \$500 baseline set for outstanding search research/payroll checks deemed all to be turned over.

My engagement to apply the agreed-upon procedures will be in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, I make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, I am unable to complete the procedures, I will describe any restrictions on the performance of the procedures in my report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, I will not express an opinion on the bank reconciliations or the Unclaimed Property report. In addition, I have no obligation to perform any procedures beyond those listed in the attached schedule.

I will submit a report listing the procedures performed and my findings. This report is intended solely for the use of the Cherokee County

Commission, and should not be used by anyone other than these specified parties. My report will contain a paragraph indicating that had I performed additional procedures, other matters might have come to my attention that would have been reported to you.

You are responsible for assuming all management responsibilities and for overseeing the bank reconciliation/unclaimed property process by designation an individual, preferably within senior management, who possess suitable skill, knowledge and experience. In addition, you are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results of such services.

I plan to begin my procedures on approximately September 22, 2015, and unless unforeseeable problems are encountered, the engagement should be completed by January 31, 2016.

I estimate my fees for the services in the attached schedule to be \$ 3,500 for the Unclaimed Property report; 12 years of bank reconciliations at \$3,000 each. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs. My invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with my firm policies, work may be suspended if your account become 45 days or more overdue and will not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination even if I have not completed my report. You will be obligated to compensate me for all time expended and to reimburse me for all out of pocket expenditures through the date of termination.

I appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign and return it to me. If the need for additional procedures arises, my agreement with you will need to be revised. It is customary for me to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, I will require that they acknowledge in writing their responsibility for the sufficiency of the procedures.

Sincerely,

DeAnn Auman Hill, CPA

**Schedule of Procedures:**

1. Complete the Unclaimed Property report for the State Treasurer's Office for 2003-2012 (years required by law only)
2. Reconcile bank statements on 15 accounts for 2003-2014. This will include adjusting journal entries required for all differences due to \$500 unclaimed property/payroll methodology approved by the Cherokee County Commission March, 2015. This will also include any unlocated differences due to Cherokee County Treasurer's lack of documentation for outstanding deposits/checks.

## 2015 4-H Expenses

<u>Expenses:</u>		<u>Judges</u>	<u>Electric</u>	<u>Supplies</u>
Ribbons / Trophies	1,211	93.00	24.37	30.28
Judges	2,733	103.00	65.95	48.89
Fair Premiums	2,890	70.00	130.28	134.21
		<del>103.00</del>	<del>1849.43</del>	<del>13.50</del>
Insurance Buildings	2,543	<del>46.00</del>	<del>2070.03</del>	<del>226.88</del>
Insurance General Liab.	3,638	75.00		
		69.50		
4-H Software Update	125	47.00		
Security	500	53.00	<u>Elec</u>	
Print Fair books	1,315	107.00	116.76	
		<del>56.00</del>	61.01	
Electric	2,070	40.00	479.5	
Meals	38	62.00	251.57	
Supplies	227	110.00	149.59	
		<del>108.00</del>	600	
<b>Total Expenses</b>	<b><u>17,290</u></b>	104.00	191	
		250.00	1849.43	
		<del>150.00</del>		
		<del>450.00</del>		
		76.00		
		60.00		
		50.00		
		50.00		
		50.00		
		50.00		
		50.00		
		50.00		
		200.00		
		<del>50.00</del>		
		2733		

## Notice of Vote

In adopting the 2016 budget, the governing body of Cherokee County, Kansas, voted to increase property taxes in an amount greater than the amount levied for in the 2015 budget, adjusted by the 2014 CPI for all urban consumers. 3 members voted in favor of the budget and 0 members voted against the budget.



**INFORMATION TECHNOLOGIES, INC.**

**Quotation**

Quotation Number: Q201510155

Date: 08/20/2015

Page: 1 of 9

To: **CHEROKEE COUNTY SHERIFF'S OFFICE**  
 915 EAST COUNTRY ROAD  
 P O BOX 479  
 COLUMBUS, KS 66725

This quotation is based on the following agency profile:  
 Users: 38  
 Officers: 14  
 Jail Beds: 98

**Project Description:** HOSTED SERVICE

**For Information, Contact:** Tim Goodpasture

Item	Notes	Lic / Qty	Monthly Fee	One-Time Costs
<b>Hosted Service</b>	(1)	1	227.00	0.00
Hosted Service - Additional LAN Workstation	(2)	24	912.00	0.00
Hosted Service - Computer Aided Dispatch (single station)		1	250.00	0.00
Hosted Service - Additional CAD Workstation		2	300.00	0.00
Hosted Service - Dispatch Map	(3)	3	405.00	0.00
Hosted Service - Dispatch Monitor (10 Concurrent Licenses)	(4)	1	50.00	0.00
Services - Installation / Setup of Hosted Service	(5)	1	0.00	199.00
Services - Installation / Setup of Hosted LAN Workstation	(6)	24	0.00	1,200.00
Services - Installation / Setup of Hosted CAD Workstation		3	0.00	897.00
Services - Installation / Setup of Hosted Regional Data Sharing	(7)	1	0.00	250.00
Services - Installation / Setup of Hosted NCIC Interface	(8)	1	0.00	299.00
Services - Installation / Setup of Hosted E911 Interface		1	0.00	199.00
Services - Installation / Setup of Hosted Dispatch Monitor	(9)	1	0.00	99.00
Services - Installation / Setup of Hosted Livescan Interface		1	0.00	299.00
Services - Hosted User Training - Single Module (web based)	(10)	6	0.00	1,194.00
<b>Enterprise Framework</b>	(11)	1	0.00	0.00
Regional Data Sharing	(12)	1	0.00	0.00
Interface - Kansas NCIC	(13)	1	105.00	0.00
Personnel Management		1	0.00	0.00
Asset / Fleet Management		1	65.00	0.00
Civil Process		1	75.00	0.00
<b>Computer Aided Dispatch</b>		1	0.00	0.00
Interface, E911	(14)	1	105.00	0.00
Interface, Firehouse	(15)	1	75.00	0.00
Interface, ImageTrend EMS/Fire	(16)	1	95.00	0.00
<b>Law Enforcement Records Management</b>		1	0.00	0.00
Interface, KS Incident Based Reporting	(17)	1	75.00	0.00
Interface, Livescan - Indentix TouchPrint	(18)	1	100.00	0.00

Interface, KS - KLER	(19)	1	75.00	0.00
Interface, ITI CAD to RMS Web Service	(20)	1	65.00	0.00
<b>Jail Management</b>		1	100.00	0.00
Jail Data Export - Brooks Jeffrey	(21)	1	55.00	0.00
Interface-Turnkey Corrections Commissary	(22)	1	75.00	0.00
<b>Services - Configuration Assistance</b>	(23)	1	0.00	2,450.00
<b>Services - Map Installation (per workstation)</b>	(24)	3	0.00	297.00
<b>Services - Map Data Analysis</b>	(25)	1	0.00	850.00
<b>Services - Non-Recurring Engineering</b>	(26)	1	0.00	11,625.00
<b>Discount</b>		1	-485.00	0.00

*This quotation is valid through 09/30/2015 and is subject to the terms, conditions, and requirements below.*

One-Time Cost	19,858.00
Sales Tax	0.00
Shipping & Handling	0.00
<b>Total One-Time Costs</b>	<b>19,858.00</b>
<b>Monthly Hosted Cost</b>	<b>2,724.00</b>

**TOTAL DUE WITH ORDER (12 Months Service plus One-Time Costs) 52,546.00**

**Notes:**

(1) This service includes hosting the ITI modules listed on this quotation. The service includes ITI's client software on one LAN workstation (provided by agency) at the agency site.

(2) This provides 24 additional licenses for use of the software on agency provided LAN workstations.

(3) ITI's Dispatch Map DOES NOT include map data. Esri compatible data (shape files or geodatabase) are required. A separate map license is required for each workstation (PC) upon which the map will be displayed. The use of routing functionality requires an appropriate Esri Network Data Set, to be provided by Agency. ITI does not provide the Network Data Set and is not responsible for its use.

The ITI Dispatch Map and Workstation/Mobile Map (ITI Map) are intended ONLY to assist users with evaluating location data that was provided and/or entered by agency personnel. Accurate use of this software is predicated entirely on accurate data being properly entered and maintained. The ITI Map software utilizes agency supplied map data that was entered and maintained outside of the ITI Map software. Agency is responsible for the accuracy of all data and for errors occurring due to incorrect data or data entry. Agency agrees to notify ITI within 24 hours of any failure or defect encountered with the ITI Map software.

Any map data issues are the responsibility of the agency. ITI's Dispatch Map will display map data that runs in Esri's ArcView and ArcMap products.

This does not include Workstation/Mobile Map licenses.

(4) Provides ten (10) concurrent licenses of Dispatch Monitor for access via web.

(5) Includes installation and setup of first LAN workstation.

Includes setup and configuration of all subscribed modules. ITI will coordinate with your Site Administrator to obtain necessary information to complete the configuration. In addition, ITI will perform the following:

\* Remote software installation on each subscribed workstation.

ITI reserves the right to limit services related to the development of custom reports to ten hours per year.

Agency will be responsible for completing configuration worksheets (Excel files) prior to going on-line, including, but not limited to:



- \* Users List
- \* Street List
- \* Charge Code List

(6) Includes remote setup of ITI's client applications on 24 Local Area Network (LAN) workstations. Your Site Administrator will need to provide ITI remote access to complete this installation.

(7) ITI will install the Regional Data Sharing software and assist your Site Administrator with configuration of Sharing Agreements.

(8) This includes remote installation and configuration of ITI's NCIC interface.

(9) Includes setup of ITI's Hosted Dispatch Monitor on ITI provided web server. Access will be via ITI supplied URL.

(10) This service provides two web based classes of approximately two hours each to teach the use of CAD, two web based classes of approximately two hours each to teach the use of RMS, and two web based classes of approximately two hours each to teach the use of JMS. Multiple Agency personnel may participate in the training. ITI will remotely connect to a single workstation at the Agency to perform this training.

(11) Requires Microsoft SQL Client Access License for each workstation. ITI provides these licenses with Hosted Service. The licenses remain the property of ITI.

(12) Hosted Service to provide Regional Data Sharing through ITI's Records Management Software. This will provide the capability to share RMS data, of your choosing, with other agencies who have ITI's Enterprise Records Management and Regional Data Sharing.

(13) This interface is for inquiries only. Only certain inquiries are supported. Contact ITI for more details.

A separate, stand-alone PC is required to run this interface software. The workstation will also require a Microsoft SQL Client Access License.

#### NCIC Interface PC Requirements:

- Dedicated PC meeting ITI's minimum workstation requirements (see [www.itiusa.com/pdf/hardwarerequirements.pdf](http://www.itiusa.com/pdf/hardwarerequirements.pdf))
- Internet access.
- LAN connectivity with access to the Server where the ITI software is installed.
- WAN connectivity to the state system.

The state will need to be involved to allow access from your interface PC to the State system. ITI will assist your agency with this process but ultimately it is the agency's responsibility to see that this connectivity is established.

- Before the NCIC interface can be installed, your agency will need to request terminal IDs from the state to be used with the NCIC interface. The terminal IDs currently used at your NCIC terminals cannot be used. New terminal IDs that will be used solely by the interface must be requested. Your agency will need one terminal ID per workstation authorized to make inquiries through the interface. This includes each CAD workstation, station based workstation and mobile workstation that will make inquiries to the NCIC interface. ITI can assist you in determining how many terminal IDs you need to request. Please contact ITI if you need additional information or assistance in requesting terminal IDs from your state. **IT IS YOUR RESPONSIBILITY TO OBTAIN THESE TERMINAL IDs. ITI CANNOT REQUEST THESE TERMINAL IDs FOR YOU AS THE STATE REQUIRES THIS REQUEST COME FROM YOUR AGENCY. TERMINAL IDs MUST BE REQUESTED WELL IN ADVANCE OF THEIR NEED. CONTACT YOUR STATE NCIC COORDINATOR FOR REQUIREMENTS.**

(14) A separate, stand-alone PC is required to run this interface software and is not provided by ITI. The workstation will also require a Microsoft SQL Client Access License.

A CAD port is required on your E911 system. ITI does not provide this port.

#### E911 Interface PC Requirements:

- PC must meet ITI's current minimum specifications found at [www.itiusa.com/pdf/hardwarerequirements.pdf](http://www.itiusa.com/pdf/hardwarerequirements.pdf)
- LAN connectivity with access to the Server where the ITI software is installed.
- Serial Port.
- Serial cable connected between the E911 CAD port and the E911 Interface PC.

If these requirements have not been met at the time of ITI's on-site installation, ITI will perform this setup remotely, and will require agency

assistance to make the proper connections and to "capture" data for E911 configuration by ITI.

(15) This interface provides the ability to export CAD event information from the ITI Public Safety Software to Firehouse Software.

Exported data includes:

- Report number
- Location
- Unit information such as when a unit was arrived and cleared
- Event notes

Configuration is available to specify which responding agencies from CAD should receive the exported data and the report numbers that should be assigned.

This interface exports a text file to a configurable directory that must be accessible from the fire department hosting the Firehouse Software.

This interface requires a corresponding interface from Firehouse Software. ITI does not provide that interface which must be purchased separately from Firehouse.

(16) This interface sends ITI CAD data to the ImageTrend software using the Client Direct Web Call method. All EMS and Fire fields described in the CAD IntegrationWorkbook(2).xlsx (dated 4/30/2014) file that exist in the ITI Enterprise Edition CAD software are exported. Fields described in the document that do not exist in the ITI CAD software are not included. The data is exported when an event in the CAD software is closed or manually exported based on a configurable command line command. Identification of field mappings (as described in the above document) to ITI's CAD software is the responsibility of the client.

(17) This interface provides the ability to create a monthly IBR submission file through the ITI Public Safety Software.

An administrative report section is available that allows selection of the desired month for the submission file. As part of this process, a validation report is available to inform the user whether or not a report has been filled out properly for IBR or if validation errors are found. For example, if the report qualifies to be submitted to IBR and the Premise Neighborhood Code was not filled out on the report, a required element for IBR submission, the validation report would list the report number and the missing piece of information so the user can go back and correct it.

This interface also provides the ability to print the Kansas Standard Arrest Report.

(18) This interface may require a corresponding interface from the Livescan manufacturer. ITI does not provide the manufacturers' interface.

(19) The KS-KLER Interface provides the ability to import the following KLER reports to ITI's Enterprise Records Management software (RMS):

- 1) KS Motor Vehicle Accident Report (KDOT Form 850A)
  - a. Occupants & Vehicles (KDOT Form 850B)
  - b. Accident Narrative (KDOT Form 851)
  - c. Heavy Vehicle & Hazmat Supplement (KDOT Form 852)
  - d. Passengers & Pedestrians (KDOT Form 854)
- 2) KS Standard Arrest Report
- 3) KS Standard Offense Report

When an import is requested in ITI's RMS, the user will be prompted to select the KLER file, or files, they wish to import. Once selected, the data in the forms listed above will be imported into the ITI RMS as follows:

- 1) KS Motor Vehicle Accident data will be imported as a Generic Accident report.
- 2) KS Standard Arrest Report will be imported as an Offense/Incident report.
- 3) KS Offense Report will be imported as an Offense/Incident report.

The price shown is based on commissioned officer count at your agency. ITI will have the right to update this pricing on a quarterly basis.

(20) This interface provides the ability to export CAD event information from the ITI Public Safety software to a remote agency using ITI's Enterprise Records Management software.

This interface is designed to support multiple agencies so that a single CAD system can export reports to multiple remote RMS agencies that have the interface.

Exported data includes:

Report number  
 Event location  
 Persons  
 Vehicles  
 NCIC responses attached to the event  
 Unit information such as when a unit was dispatched, arrived and cleared  
 Event notes

Configuration is available to specify the numeric system used for complaint numbers exported to the remote agency. This includes the ability for a remote agency to use their existing report number configuration so that reports opened by the interface stay in sequence with those opened locally.

This interface exports data from the host agency's CAD to the remote agencies RMS using a web service which requires connectivity between the two locations. Your IT staff or contractor may be required to open ports in your firewall to support this communication.

(21) This interface provides the ability to export JMS inmate data from the ITI Public Safety Software to Brooks-Jeffrey Marketing (BJM).

Exported data includes:

Inmate number  
 Inmate information (Name, Race, Sex, DOB)  
 Inmate charges (Offense name, Bond amount)  
 Inmate image

This interface exports a text file along with the primary inmate image to a configurable directory and then uploads that data to BJM using SFTP.

This interface requires a corresponding interface from BJM. ITI does not provide that interface which must be purchased separately.

(22)

ITI will develop an interface that will use the Turnkey Corrections Commissary WCF service to send inmate information when inmates are booked or changes are made to them in the ITI Enterprise JMS software. In addition, ITI Enterprise JMS software users will have the ability to manually select one or more inmates to send to the Turnkey Corrections Commissary WCF service. The inmate data that will be sent is described in the following WSDL document: <http://teamwcf.inmatecanteen.com/WcfTeamService.svc?singleWsdI>. The following required fields will be sent for each inmate:

Account Code  
 First Name  
 Last Name  
 Section (Housing Assignment)  
 Language  
 Access Group (default = Standard)  
 Accounting Group (default = Standard)  
 Canteen Group (default = Standard)

In addition, any optional fields described in the WSDL document that exist in the ITI Enterprise JMS database will be included.

(23) ITI will remotely review the configuration of your software modules as completed by your System Administrator(s). ITI will work with your System Administrator(s) to fine tune the configuration, in preparation for user training and start-up.

(24) Includes remote installation of ITI map software and AGENCY SUPPLIED MAP DATA (Esri shape files or Esri GEO database) on three workstations. Workstations must be connected locally via a wired connection to agency network with remote access provided to ITI.

(25) ITI will do a one-time analysis of Agency map data (Esri shape files or Esri GEO database) to determine compatibility with ITI's map applications. ITI will supply to agency an electronic file containing a list of mismatched addresses between agency's map data and their ITI streets database in ITI's Enterprise software. Agency will be responsible for making corrections to one or both databases to ensure 100% compatibility.

(26) SCOPE OF WORK for Interface-Kansas NCIC-

ITI will modify its NCIC Interface to include support for the state of Kansas (KCJIS Central Message Switch). This interface will allow CAD 4 and Mobile Patrol users to send NCIC inquiries and display the responses received. The interface will use the OFML 2.0 over OpenFox 1.1 standard to exchange data with the message switch (KCJIS CMS). Drivers' License images will be returned for queries that support this. CAD 4 and Mobile Patrol will be able to support any query that is configured in the ITI Public Safety Software.

Report number  
 Event location  
 Persons  
 Vehicles  
 NCIC responses attached to the event  
 Unit information such as when a unit was dispatched, arrived and cleared  
 Event notes

Configuration is available to specify the numeric system used for complaint numbers exported to the remote agency. This includes the ability for a remote agency to use their existing report number configuration so that reports opened by the interface stay in sequence with those opened locally.

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ITI's Hosted Service includes a workstation license for the number of workstations subscribed. As a result of subscribing to ITI's Hosted Service, Agency WILL NOT be acquiring any license to use the provided software beyond the term of this Agreement and WILL NOT ACQUIRE ANY OWNERSHIP of any of the software provided.

#### BROADBAND CONNECTION REQUIRED:

ITI's Hosted Service requires a broadband internet connection acceptable to ITI. Prior to installation, ITI will need remote access to test your connection for verification of broadband speed and connection integrity.

#### DATA SECURITY:

ITI utilizes state-of-the-art technologies to protect your data as it is communicated between your PCs and our data center. These measures include the use of rolling connections with public / private key exchanges for 256 bit data encryption. Our encryption utilizes Advanced Encryption Standard (AES). AES is the cryptography standard adopted by the U.S. Government and is in use worldwide.

Access to the agency's database is through the ITI Public Safety Software only. Direct access through Microsoft SQL Server Management Studio, third party tools or other applications is not allowed.

ITI does not provide hardware, local area network, cabling, firewall or internet routing services, which are the responsibility of the subscribing agency. ITI's offering is limited to the use of our software along with our services to setup and support our software.

#### AVAILABILITY OF SERVICE:

ITI will have the right to cancel the availability of this service with 30 days notice. In the event of cancellation, Agency's full recourse shall be limited to repayment of any prepaid months of service.

Agency agrees that this service is a low cost alternative to purchasing, installing, setting up and maintaining an in-house server and related software. As such, Agency agrees that some periods of outage, without notice, will occur due to circumstances beyond ITI's control (power, internet connectivity, hardware failure, etc.). ITI does not guarantee uninterrupted service. In the event of an outage or un-planned event at the hosting site, use of the software will be interrupted. Agency is encouraged to maintain paper copies of all reports and agrees to hold ITI harmless in all circumstances involving loss of use of the software. In the event of an outage at the hosting site lasting more than 72 consecutive hours, ITI will offer a pro-rated discount for the next month of purchased service equal to the outage period.

All Agency workstations using ITI's software must meet ITI's minimum workstation requirements published at <http://www.itiusa.com/pdf/HardwareRequirements.pdf> and must be protected with an anti-virus software application (not provided by ITI) that is under a maintenance agreement to receive the most current software and pattern updates from the Agency's chosen vendor. ITI shall have the right to immediately deny access, without prior notice, to any workstation found to be inadequately protected or currently infected with any software virus, worm, spyware or similar malware. In this event, Agency will be responsible for the removal / repair of the workstation and will receive no credit for lost periods of service.

#### RESPONSIBILITY FOR HARDWARE / OPERATING SYSTEM:

ITI is not responsible for hardware or operating system software on Agency's PCs. ITI's responsibility is for ITI software and hosting services only. No hardware is included. Agency is responsible for providing broadband internet connectivity, including router configuration, as deemed necessary by ITI for the proper operation of the software.

#### SOFTWARE UPDATES / UPGRADES:

As part of this service, ITI will perform updates / upgrades to the ITI software. ITI will have the right to increase the minimum PC requirements as needed to support future enhancements to the software.

#### CANCELLATION / TERMINATION:

Upon cancellation or termination, Agency shall remove all ITI software from their workstation(s).

#### ACCESS TO DATA AFTER CANCELLATION / TERMINATION:

Upon request, and for a period of 30 days after cancellation / termination of service, Agency may request an electronic copy of their data (Database Archive) by paying a Database Archive fee of \$ 299.00. ITI will provide the archive on CD or DVD media in Microsoft SQL Server backup form. After this 30 day period, all Agency data will be purged from ITI's system and will not be recoverable.

Note: SQL Server backup form includes copies of the database tables and not printable data that can be utilized through conventional means such as a word processor. A database conversion by a qualified programmer or database administrator would be necessary to import this data into other software. These services are not provided or available from ITI.

**ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof and may not be modified, amended or terminated except by written agreement, specifically referencing this Agreement, and signed by both parties hereto.

Agency acknowledges and agrees that any purchase order issued by Agency, in accordance with this agreement, is intended only to establish payment authority for Agency's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in Agency's purchase order will have any force or effect.

**PRODUCTS NOT INCLUDED:**

ITI's product offering is limited to those ITI software modules and third-party products specifically listed in this proposal. Additional products or interfaces not specifically listed in this proposal are not included.

**SERVICES NOT INCLUDED:**

With the exception of those specified herein, this proposal does not include services such as data conversion, software installation, training, configuration, configuration review, or startup assistance, including on-site services.

In the event that any Federal, State, County or Municipal agency or body requires on-site activities to certify software for use by your Agency, your Agency will be responsible for paying actual travel, lodging, meals and related expenses for ITI personnel involved in said certification.

**Hosted Service - Dispatch Map:**

Agency assumes responsibility and liability for all map data and use of mapping application and data for high risk activities or situations where life-saving or related critical situations occur.

Customers of ITI's Dispatch or Workstation/Mobile Map products receive an Environmental Systems Research Institute (Esri) embedded run-time license for use restricted to ITI's executable code (application).

Customer is prohibited from performing any of the following with the Esri licensed material and OEM license(s):

1. Transfer to any computer (except for temporary CPU transfer in the event of computer malfunction)
2. Assignment, time sharing, lending, leasing, rental, or use for commercial network services or interactive cable or remote processing services.
3. Reverse engineering, disassembly, or decompilation.
4. Duplication, except for a single archival copy and reasonable backup copies

These are use licenses only. Customer does not receive title to the embedded Esri licensed material and OEM license(s).

To the extent permissible by law, customer indemnifies Esri and ITI for any damages or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the embedded Esri licensed material, OEM license(s) and/or ITI applications, including but not limited to, liability for use of the Esri licensed material, OEM license(s) and/or ITI applications in high-risk activities or liability related to any data supplied by Esri or ITI.

Customer agrees, at the time of termination of the license, to provide ITI written certification that they have discontinued use and have destroyed or will return to ITI all copies of the embedded Esri licensed material and documentation.

Customer agrees to comply fully with all relevant export laws and regulations of the United States to ensure that the Esri licensed material and OEM license(s), or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.

Customer agrees to prohibit the removal or obscuring of any Esri copyright, trademark notice, or restrictive legend.

**Interface, E911:**

YOUR AGENCY AGREES TO THE FOLLOWING EACH TIME THE ITI E911 INTERFACE IS USED:

A. That the ITI software is being provided only for the use of transferring data from emergency equipment to nonessential systems. The information retrieved by the ITI software is only to be used for archival data purposes.

B. That live caller information on the E911 system will be used for all activities related to dispatch, emergency information, location, identification or use in your life saving or related activities.

C. That you will notify ITI within 24 hours of any interface or Public Safety Software defect, failure or improper operation.

Interface, ITI CAD to RMS Web Service:

ITI's CAD to RMS Web Service is available on a monthly subscription basis. This is not a license purchase. ITI is only responsible for enabling this service for the period subscribed.

Hosted Service:

EXTERNAL ACCESS VIA WEB BROWSER:

Agency may, at no additional cost, choose to have limited read-only access to their data, plus read/write access to ITI email, via a web based application (ITI Web Access) that utilizes SSL encryption. Control over which Agency employees can access this application is available to Agency via software configuration. In the event that ITI Web Access is enabled, Agency acknowledges the inherent security risks with web based applications. ITI recommends stringent policies and procedures be adopted and enforced by Agency for external access, password strength, regular password changes and related issues. Agency chooses to have ITI Web Access available as indicated below.

\_\_\_\_\_ (Initials): Agency chooses to have ITI Web Access enabled.

\_\_\_\_\_ (Initials): Agency chooses to NOT have ITI Web Access enabled.

ACCEPTANCE:

By signing below, and making payment for services as outlined herein, I accept this proposal and enter into this Agreement with Information Technologies, Inc. I acknowledge that I have the legal right to enter into this agreement on behalf of this Agency.

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

Signature: \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

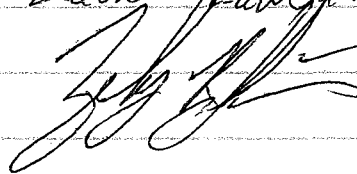
Date: \_\_\_\_\_

To whom it may concern,

I Zach Lawellin

will accept the position of  
Neasho Township Clerk.

Thanks,

Zach Lawellin  


Aug 23 2015

Charles Napier  
