

Board of Crawford County Commissioners

Commission Meeting Agenda

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS, Tuesday, April 9, 2019, 10:00AM.

- I. Meeting called to order
 - a. Pledge of Allegiance
- II. Business from a previous meeting
 - a. Approval of consent agenda
 - i. Consent agenda additions or deletions
 - 1. Approval of the April 5, 2019 minutes of the Board of County Commissioners.
 - b. Signing of motions from the previous meeting

Motion 19	102	That the consent agenda be approved including: Approval of the April 2, 2019 minutes
Motion 19	103	To approve a letter of support for the SEK Old Time Gas Engine and Tractor Club to apply for grant funding
Motion 19	104	To recess this open session and go into a closed executive session for a period of not more than 20 minutes to discuss items that would be deemed privileged in the Attorney-Client Relationship and to include the Board of County Commissioners and County Counselor Jim Emerson and to reconvene by 10:47 AM

- III. New Business
 - a. Scheduled public hearings and opening of announced bids
 - b. Proclamations and orders of the Board
 - c. Messages from the Crawford County Local Board of Health
 - d. Messages from other governmental entities
 - e. Messages from elected officials
 - f. Messages from appointed officials
 - i. Mr. Jason VanBecelaere, Emergency Management Director addressing Mass Notification System.
 - g. Messages from the public
 - h. New Business
 - i. Mr. Pyle, County Clerk
 - ii. Mr. Emerson, County Counselor
 - 1. Presenting proposal for recycled asphalt.
 - 2. Presenting Resolution #2019-010
 - iii. Chairman Moody, Commissioner
 - iv. Mr. Johnson, Commissioner
 - v. Mr. Blair, Commissioner

Board of Crawford County Commissioners

IV. Old Business

a. Old Business

i. Mr. Pyle, County Clerk

1. Presenting the SEK Regional Library Appointment.

ii. Mr. Emerson, County Counselor

iii. Chairman Moody, Commissioner

iv. Mr. Johnson, Commissioner

v. Mr. Blair, Commissioner

V. Future Business and Announcements

a. Future Business

i. **April 12, 2019 – 8:30 AM** Work Session to sign April mid-month bills and payroll vouchers.

b. Announcements

VI. Motion for adjournment

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

Commissioners,

It is the time of year that our contract with Code Red alerts system is up. During this year we have done some evaluating of the system. As of March 2019 there were about 600 people signed up for getting the alerts. We paid \$12,000 last year for Code Red, which came from the Emergency Management Program Grant. Code Red, although a good system, did not fit what I was looking for in a mass notification system. I have been in contact with Cherokee County and they use a system called NIXEL, which is a product from Everbridge. I have recently sat through a webinar which went through the process of sending a message out. I hope this will suit us better. The system is easy to use and signing up for the alerts is a much simpler process than Code Red. Attached is the bid from Everbridge /Nixel \$8974.80. Training can be accessed from their website and can be taken as needed. We should also be getting our grant money around April 10th and will receive \$28,300. Thank you for your time.

Jason VanBecelaere

Crawford County Emergency Management Director

Quotation

Prepared for:

Jason Vanbecelaere
 Crawford County Emergency Management
 131 E. Prairie St.
 pittsburg KS 66743
 United States
 Ph: (620) 724-7156
 Fax: 620-724-8290
 Email: crcoksem@ckt.net

Quote #: Q-26405
Date: 3/18/2019
Expires On: 4/17/2019
Confidential

Salesperson: Ivan Hardin
Phone:
Email: ivan.hardin@everbridge.com

Contract Summary Information:

Contract Period: 12 Months

Note: **Quantity on this quote represents the population count

QTY	DESCRIPTION	PRICE
40,000	Nixle 360	USD 7,560.00
1	Nixle Data Refresh	USD 750.00

Pricing Summary:

Price:	USD 8,310.00
Year One Fees:	USD 8,310.00
One-time Implementation and Setup Fees:	USD 664.80
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 8,974.80

1. Additional rates apply for all international calls.
2. This Quote and the Service(s) provided are subject to the Everbridge, Inc. –Nixle Solutions Core Platform Service Agreement (“Service Agreement”), current as of the date of Client’s signature below. Please visit <http://www.nixle.com/wp-content/uploads/2017/02/Nixle-Master-Services-Agreement-v6-lkd-01.29.17-FINAL.pdf> to review the Service Agreement in its entirety. By signing this Quote you represent that you read, understand and agree to the terms of the Service Agreement, and are authorized on behalf of the Client to execute the Quote and bind Client to the Service Agreement.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override the language of the Service Agreement.

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

Date:

Name (Print):

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
Tel: +1-818-230-9700
Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!



Nixle 360

Nixle 360 is a complete communication solution delivering maximum community impact. Agencies can engage their communities through all channels including voice for ultimate engagement.

Usage

- ✓ Unlimited SMS, Email and Voice messages
- ✓ Unlimited Web messages
- ✓ Unlimited Facebook & Twitter notifications
- ✓ Unlimited contact uploads
- ✓ Includes 5 keywords. Additional keywords may be purchased

Agency Platform Access

- ✓ One (1) account
- ✓ Unlimited administrators to initiate messages, manage groups and manage users
- ✓ Unlimited users with either private or public group permissions
- ✓ Unlimited administrator and user access to smart phone publishing application, Engage Bridge
- ✓ Ability to access multiple accounts (alternative to Group Level Permissions)

Message Types

- ✓ Alerts Messages
- ✓ Advisories Messages
- ✓ Community Messages
- ✓ National Weather Service (NWS) automatic rebroadcast via email and SMS

Publishing Groups

- ✓ Access to Nixle Wire Group
- ✓ Unlimited Public Group Creation
- ✓ Unlimited Private Group Creation
- ✓ Unlimited usage of CSV Import tool

Location Targeting / Geo Targeting

- ✓ Point & Radius
- ✓ City/Town Name or Zip Code
- ✓ Custom Polygon

Message Formatting

- ✓ Multiple email attachments of PDF, DOC and image file formats (10 MB maximum)
- ✓ Scheduled Messaging
- ✓ HTML email editor
- ✓ Messaging and Email templates
- ✓ Spanish translation

Standard Publishing Channels

- ✓ Email
- ✓ SMS (with hyper link to Message Widget and Agency RSS feed)
- ✓ Reverse 911
- ✓ RSS Feed

Website Publishing Channels

- ✓ Agency website via Nixle Message Widget
- ✓ Registration widget for website integration
- ✓ RSS feed

Integration Publishing Channels

- ✓ IPAWS Publishing - EAS
- ✓ IPAWS Publishing - WEA
- ✓ Google Public Alerts
- ✓ Social Media (Facebook & Twitter)

Reporting

- ✓ Registration reporting
- ✓ Social media reporting
- ✓ SMS, Email, Dial Delivery Stats

Voice Message Configuration Options

- ✓ Upload a voice message
- ✓ Record a voice message
- ✓ Text-to-speech

Tipping

- ✓ Anonymous tip communication tool
- ✓ Export tip data
- ✓ Tipping embed buttons

Set-up, Implementation, and Support

- ✓ Provision customer account including system & user set-up
- ✓ Up to 3 hours of a dedicated implementation specialist during a standard implementation
- ✓ 24x7x365 access to the online Nixle Support Portal
- ✓ 24x7x365 technical support via Email
- ✓ 9am to 5pm access to live phone support Monday to Friday
- ✓ Dedicated Account Manager

Everbridge – Nixle Master Services Agreement

This Master Services Agreement (“**Agreement**”) is entered into by and between Everbridge, Inc. (“**Everbridge**”) and the client (“**Client**”) identified on the Quote (as defined below), effective on the date of Client’s signature on the Quote (“**Effective Date**”). Everbridge and Client are each sometimes referred to as a “**Party**” and collectively, the “**Parties**.”

1. SERVICES.

1.1 Orders. Everbridge shall provide Client access to its proprietary interactive communication service(s) (the “**Service(s)**”) subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the “**Quote**”) and the applicable Solution documentation (the “**Documentation**”). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Everbridge shall provide Client with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Client shall undergo the initial setup and training as set forth in the onboarding Documentation within sixty (60) days of the Effective Date. Unless otherwise provided in the applicable Quote or Documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. “**Users**” are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Client or an Included Department. “**Included Department**” means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Client. “**Contacts**” are individuals who Client contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Client is set forth on the Quote.

1.3 Affiliated Entities. Departments, divisions, agencies or governmental entities which are affiliated politically, operationally or otherwise with Client, and which are not an Included Department (each, an “**Affiliated Entity**”) may purchase Services to the same extent as Client, provided, that the Affiliated Entity purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliated Entity. Client and the Affiliated Entity shall maintain separate accounts with Everbridge. Solely as to the Agreement between Everbridge and such Affiliated Entity, all terms and references to “**Client**” shall refer to such Affiliated Entity upon execution of an applicable Quote. By executing a Quote each Affiliated Entity agrees to be bound by all the terms and conditions herein as to such Affiliated Entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliated Entity even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS. Everbridge shall invoice Client annually in advance for the Services, and Client shall pay the fees set forth in the Quote within thirty (30) days from date of invoice. If Client exceeds the usage levels specified in the Quote, then Everbridge

may invoice Client for any overages at the then applicable rate. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower. Such interest shall be in addition to any other rights and remedies of Everbridge. Unless otherwise provided, the fees set forth in the Quote do not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge’s net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Client Data. Client shall retain all ownership rights in all Contact data and all electronic data Client transmits to Everbridge to or through the Services (“**Client Data**”). Client represents that it has the right to authorize and hereby does authorize Everbridge to collect, store and process Client Data subject to the terms of this Agreement. Client shall maintain a copy of all Contact data it provides to Everbridge.

3.2 Use of Services. Client is responsible for all activity occurring under Client’s account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable U.S. laws and regulations in connection with Client’s use of the Services, including its provision of Client Data to Everbridge. Where applicable, Client shall obtain the required consent of Contacts to send communications through the Services. Client shall use the Services in accordance with Everbridge’s then applicable Acceptable Use Policy posted on www.everbridge.com. Client shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement. Client acknowledges that the Services are a passive conduit for the transmission of Client Data, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any Client Data, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Services by Client, Users or Contacts.

3.3 Data Privacy. Everbridge shall abide by all applicable Privacy Laws in connection with the operation of the Services. “**Privacy Laws**” means all U.S. federal and state laws and regulations regarding consumer and data protection and privacy.

3.4 Data Security. Everbridge’s IT security and compliance program includes the following standards generally adopted by industry leading SaaS providers: (i) reasonable and appropriate technical, organizational, and security measures against the destruction, loss, unavailability, unauthorized access or alteration of Client Data in the possession or under the control of Everbridge, including measures to ensure the availability of information following interruption to, or failure of, critical business processes; and (ii) an annual assessment of its security controls performed by an accredited third party audit firm in accordance with the Statement on Standards for Attestation Engagements No. 16 (SSAE 16). Upon request, Everbridge shall provide Client with a copy of its current SSAE 16 SOC 2 report. Everbridge’s security framework is based on the security requirements and controls within US National Institute of Standards and Technology (NIST) Special Publication 800-53 – Security and Privacy Controls for

Information Systems and Organizations. The NIST 800-53 security requirement standard has direct mapping to other security and data privacy frameworks, including global information security standard ISO 27001, HIPAA-HITECH, and HITRUST.

4. TERM. The term of this Agreement shall begin on the Effective Date and shall expire when all underlying Quotes with Client or its Affiliates have expired in accordance with the terms of such Quotes, unless terminated earlier as provided herein. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein (“**Initial Service Term**”). If a Quote contains Services added to an existing subscription, such added Services will be coterminous with the Initial Service Term or applicable renewal Service term (“**Renewal Term**”), unless otherwise agreed to by the parties. If at the end of the applicable Quote, Client intends to renew the Agreement, but has not provided a timely executed written renewal prior to the end of such term, then Everbridge, in its sole discretion, shall continue the Service(s) hereunder for thirty (30) days (the “**Grace Period**”) in order to secure an executed renewal by Client, provided that Client shall pay to Everbridge the annual fee then in effect divided by twelve (12) (the “**Monthly Holdover Fee**”). The Grace Period is provided to Client as a courtesy so that Services will not be terminated prior to the execution of a renewal. Due to insurance and liability reasons Everbridge can only provide one Grace Period and will charge the Monthly Holdover Fee. The Monthly Holdover Fee is instituted in order to protect Client from termination or suspension of the Services, and to insure that timely renewals are entered into. Monthly Holdover Fees shall not be returned or refunded to the Client as a credit towards any renewal. Except as set forth in an applicable Quote, or unless this Agreement is terminated as provided herein, upon expiration of the term of any Quote, such Quote shall renew automatically for successive subsequent periods of twelve (12) months unless either party notifies the other party of its intent to terminate at least thirty (30) days prior to the end of the then current term. Everbridge reserves the right to increase its fees in any Renewal Term by three percent (3%). With respect to any renewals which are signed by Client after the previous term’s expiration date, Everbridge reserves the right to increase its fees in such Renewal Term by five percent (5%).

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party’s material breach of this Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the “**Notice Period**”); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

5.2 Termination or Suspension for Non-Payment. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement upon thirty (30) days’ prior written notice to Client. Termination for non-payment shall not relieve Client of its outstanding obligations (including payment) under this Agreement. In lieu of termination for non-payment, Everbridge may suspend Client’s access to the Solutions upon written notice to Client.

5.3 Suspension. Everbridge may suspend Client’s access to the Solutions or any portion thereof for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. Everbridge shall use its best efforts to notify Client

through its Client Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Service as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to Client, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Service.

6.2 Restrictions. Client shall use the Service solely for its internal business purposes. In particular, Client’s use of the Solutions shall not include service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing. Client shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services except as expressly set forth herein; (ii) modify or make derivative works based upon the Services; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Software or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; or (vi) defeat or attempt to defeat any security mechanism of any Solution.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (collectively, “**IP Rights**”), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all feedback (except for the Client Data) provided to Everbridge by Users, Client and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions, which are generally used to improve the functionality and performance of the Services. Except for the rights expressly granted to Client in this Agreement, all rights in and to the Solutions and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and to any modification, enhancement, configuration or derivative work of the Solutions) are and shall remain solely owned by Everbridge and its respective licensors. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to Client hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to Client, provided that, in each case, no Client Data or Client Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition. “Confidential Information” means all information of a Party (“**Disclosing Party**”) disclosed to the other Party (“**Receiving Party**”), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all Client Data, the Solutions, and either Party’s business and marketing plans, technology and technical

information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party; (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party; (iii) was independently developed by Receiving Party without breach of any obligation owed to Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to Disclosing Party.

7.2 Protection. Receiving Party shall not disclose or use any Confidential Information of Disclosing Party for any purpose other than performance or enforcement of this Agreement without Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.3 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Services in material compliance with the functionality and specifications set forth in the applicable Service Documentation. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. To the extent professional services are provided, Everbridge shall perform them in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER, AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. EVERBRIDGE DOES NOT WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SERVICE TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CLIENT ACKNOWLEDGES THAT THE USE OF SHORT MESSAGING SERVICES ("SMS"), ALSO KNOWN AS TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. ACCORDINGLY, EVERBRIDGE RECOMMENDS THAT SMS MESSAGING NOT BE USED AS THE SOLE MEANS OF COMMUNICATION IN AN EMERGENCY SITUATION.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("**Claim**") arising out of any data sent, posted or otherwise transmitted via the Service by Client or Contacts, or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. If (x) any aspect of the Service is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party or (y) the continued use of the Service is enjoined, then Everbridge will promptly and at its own cost and expense at its option: (i) obtain for Client the right to continue using the Service; (ii) modify such aspect of the Service so that it is non-infringing; or (iii) replace such aspect of the Service with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Service and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The remedies set forth in this Section 9.2 are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Service supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Service; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Service to the extent the claim of infringement is based on the foregoing.

9.3 Indemnification Process. The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any

indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by Client to Everbridge hereunder during the 12-month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge's proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Client agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, regional technology interruptions, or denial of service attacks. The Service delivers information for supported Contact paths to public and private networks and carriers, but Everbridge cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties.

11.4 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, that no such consent shall be required in the event of an assignment to an Affiliated Entity or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all such Party's assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party.

11.5 Governing Law; Attorney's Fees. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.6 Notices. Legal notices (e.g., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the Quote. All legal notices shall

be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to Client's billing contact on the Client Registration Form or, with respect to availability, upgrades or maintenance of the Services, to the Everbridge Support Center.

11.7 Marketing. Client consents to Everbridge referencing Client's name as an Everbridge Client in Everbridge publications, its website, and other marketing materials.

11.8 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.9 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Client shall not permit Users to send notifications to a Contact in a U.S. embargoed country or in violation of any U.S. export law or regulation.

11.10 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

11.11 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

Nixle® Branded Products:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Service or www.nixle.com for public facing communications to citizens and other public groups (collectively, “**Communications**”), (b) use and display Client’s trademarks, service marks and logos, solely as part of Communications to Contacts or to and on other websites where Everbridge displays your Communications, and for marketing the Services, and (c) place a widget on Client’s website in order to drive Contact registrations. Client further acknowledges and agrees that all personal information from public users registering through the Nixle branded websites is owned expressly by Everbridge and such information will be governed by the Privacy Policy.

Everbridge Branded Products:

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that Client has purchased or accesses Data Feeds, such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due. “**Data Feed**” means data content licensed or provided by third parties to Everbridge and supplied to Client in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).
2. **Incident Management/IT Alerting.** For Clients purchasing the Incident Management or IT Alerting Service, unless designated as unlimited: (a) Clients may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Client shall be provided the number of incident templates purchased pursuant to the Quote. “**Incident Administrator**” means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. “**Incident Operator**” means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.
3. **Secure Messaging.** For Clients purchasing peer to peer secure messaging solutions (“**Secure Messaging**”), Everbridge shall comply with all applicable privacy laws including, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act (“HITECH Act”). Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Client acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage. The P2P Solutions are provided on an “AS IS” and “AS AVAILABLE” basis. Technical difficulties or failures may occur at any time, and the solutions are used at your sole risk. The sole remedy for a failure of the P2P Solution is to terminate such services with no further payments due.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the purchase of IPAWS-CMAS/WEA services on the Quote.

1. IPAWS Authorization: Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User's right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it. Client shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. Credentials: Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.
3. Messaging: Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. Term: Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if Client breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.



Date: 03/28/2019

Proposal

Customer:
Crawford County
Randy Chiatarno

For:
Pugging Recycled Asphalt & Providing Oil

Service	Quantity	Price
2000 to 2999 ton Recycled Asphalt	\$34.5/Ton	\$ 103,465.50
3000+ ton Recycled Asphalt	\$31.50/Ton	\$ 94,500.00
Total		\$ 94,500.00

Provided Oil, equipment, mix design and mob
Oil to be provided by Texas Road Recyclers
County to provide:
Excavator to break up material to fit in crusher
15 ton dump truck and scale to calibrate machine
loader to move from stacker if won't fit under stacker

Quotation prepared by: Bryan E. Edson

This is a quotation on the services named, subject to the conditions listed below.

*Quote good for 30 days.

*Must be able to shut for down to construct.

Terms:

To accept this quotation, sign here and return: _____

Date:

THANK YOU FOR YOUR BUSINESS!

BOARD OF COUNTY COMMISSIONERS
CRAWFORD COUNTY COURTHOUSE
GIRARD, KANSAS

RESOLUTION 2019-010

A RESOLUTION ESTABLISHING AN EARLY RETIREMENT PROGRAM FOR
CRAWFORD COUNTY EMPLOYEES.

WHEREAS, the Board of County Commissioners, pursuant to K.S.A. §19-101a has the authority to set policies and procedures for County employees; and

WHEREAS, the Board of County Commissioners finds that an early retirement program has the potential to benefit both the retiree and the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Crawford County, Kansas:

Section 1. There is hereby established an early retirement program for all eligible County employees. Eligible employees are defined as follows:

a) Any employee whose total number of years of credited service under the Kansas Public Employees Retirement System (KPERS) and the number of years of attained age is equal or more than 85 as of December 31, 2019;

b) Any employee who is 62 years of age or older and has attained at least 10 service points (rounding allowed) under the Kansas Public Employees Retirement System as of December 31, 2019.

Section 2. Any employee who agrees to participate in the early retirement program will be required to sign a release form, a copy of which is attached hereto as "Exhibit A" and is incorporated herein by reference. In order to be eligible for this program, an eligible employee must sign the appropriate forms no later than June 1, 2019 and retire no later than December 31, 2019.

Section 3. As compensation for accepting the early retirement program the County will pay the costs of maintaining the employee's current level of health and dental insurance for sixty months or until the employee reaches the age of 65

whichever comes first. An employee may choose to delay health and dental insurance benefits under this resolution by providing notice to the Fiscal Clerk's Office at retirement. An employee who has chosen to delay receipt of benefits must give the Fiscal Office at least 30 days' notice to start coverage. Once the employee decides to begin receiving benefits they must be used consecutively. The retiree will be charged the same fee/premium as current employees.

Section 4. The County Early Retirement Program is offered on a voluntary basis only and no eligible employee is required to participate.

Section 5. The Chairperson of the Board of County Commissioners is hereby authorized to execute any and all documents necessary to comply with this resolution.

Section 6. This resolution is effective as of January 1, 2019.

ADOPTED, APPROVED AND GIVEN, by the Board of County Commissioners of Crawford County, Kansas under our hands at the Courthouse in Girard, Crawford County, Kansas this 9th day of April, 2019.

Tom Moody, Chairman

Bruce Blair

Jeremy Johnson

ATTEST:

Donald P. Pyle, County Clerk

County Appointee to System Boards of Regional Library Systems

Regional Library Systems

There are seven regional library systems ("regional systems of cooperating libraries") in Kansas. Systems exist to help local libraries provide adequate library services to all citizens of the state. Each regional library system is governed by a system board.

Board composition

The boards of regional library systems consist of one representative of each member library and one county appointee from each county levying the system tax.

Executive Board

Most duties of the system board are delegated to executive boards as authorized by K.S.A. 75-2550a, due to the large size of system boards (over 100 members in some regions). Adoption of the annual budget is the only duty which by statute may not be delegated to executive boards.

Duties

The one legal duty of the county appointee is to participate in meetings of the full system board. Regional library systems have one or two system board meetings annually.

County appointees are also encouraged to

- Attend library meetings within the county
- Attend system workshops
- Communicate the needs for library service and concerns of residents to the system director and executive board
- Advocate for improvement of library services

Finally, if a county appointee wishes to be more actively involved, they are eligible for election to the executive board subject to system bylaws.

Qualifications

The county appointee is a representative of the regional library system taxing district; that is, the area where the regional library system tax is levied. While the law does not specify, it's reasonable to assume this means they either live in or own property in that district. County clerks can determine whether potential appointees fall within this guideline.

Appointment and term of County Appointees

Appointment is made by county commissions. Terms are for four years.

Individual counties may have established procedures for applying for appointment. In general, a letter of interest and a resume should be submitted. Those interested may also make the director of their local library aware of their interest, as nominations may be solicited from libraries within the county. County clerks should notify regional library systems when appointments to the system board are made.

Communications

County Appointees will have email communication from the system director, and have access to all blog posts, newsletters and social media communications of each system to help them become and stay well informed about the system. Some systems will have email listservs for general communication and/or specific listservs for county appointees.

Don Pyle

From: rcarswell sekls.org <rcarswell@sekls.org>
Sent: Tuesday, March 26, 2019 2:22 PM
To: Don Pyle
Subject: RE: SEKLS Board

The full System Board meeting (118 members), which is what your county appointee would attend, is just a single annual meeting, in lola on the first Friday in June. This year, that meeting is June 7.

Our 9-member Executive Board meets six times annually. For the remainder of this year, those dates are May 20, August 12, September 30, and December 9.

From: Don Pyle <countyclerk@ckt.net>
Sent: Tuesday, March 26, 2019 12:20 PM
To: rcarswell sekls.org <rcarswell@sekls.org>
Subject: SEKLS Board

Hello Roger,
I was wanting to know what the schedule is for SEK Library System board meetings. Thanks.
Don

Don Pyle

Crawford County Clerk
MSN and E-mail: countyclerk@ckt.net
www.crawfordcountykansas.gov

Crawford County Courthouse
PO Box 249
Girard, Kansas 66743-0249

620-724-6115 Voice
620-724-6007 Fax