

Board of Crawford County Commissioners

Commission Meeting Agenda

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS, **Tuesday, March 26, 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 **March 22, 2019** minutes of the Board of County Commissioners.
 - b. **Signing of motions from the previous meeting**

Motion 19	82	That the consent agenda be approved including: Approval of the March 19, 2019 minutes
Motion 19	83	To approve the Request to Exchange Federal Funds under the Federal-Aid Exchange Master Agreement and authorize the Chairman to sign
Motion 19	84	To approve the policy for the submission of documents to the Board of County Commissioners by anyone that wants to conduct business at a commission meeting
Motion 19	85	To approve adding the Topographic Survey back into the proposal from Hayden Tower Service in the amount of \$3,250.00 for the Greenbush radio tower
Motion 19	86	To approve the contract between Crawford County and Varsolona Driving School for defensive driving courses for Crawford County employees
Motion 19	87	To recess this open session and go into a closed executive session for a period of not more than 15 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 11:03 AM
Motion 19	88	To recess this open session and go into a closed executive session for a period of not more than 15 minutes to discuss Non-Elected Personnel and to include the Board of County Commissioners and County Counselor Jim Emerson and to reconvene by 11:15 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

Board of Crawford County Commissioners

- e. Messages from elected officials
- f. **Messages from appointed officials**
 - i. Mr. Randy Chiartano, Asphalt Foreman discussing City of Pittsburg and Crawford County asphalt bids.
- g. **Messages from the public**
 - i. Mr. Chris Bohrer, Wood Dulohery Insurance addressing cyber insurance.
- h. **New Business**
 - i. Mr. Pyle, County Clerk
 - ii. Mr. Emerson, County Counselor
 - iii. Chairman Moody, Commissioner
 - iv. Mr. Johnson, Commissioner
 - v. Mr. Blair, Commissioner
- IV. **Old Business**
 - a. **Old Business**
 - i. Mr. Pyle, County Clerk
 - ii. Mr. Emerson, County Counselor
 - iii. Chairman Moody, Commissioner
 - iv. Mr. Johnson, Commissioner
 - v. Mr. Blair, Commissioner
- V. **Future Business and Announcements**
 - a. **Future Business**
 - b. **Announcements**
 - i. **March 27, 2019, 2:00 PM** – Election equipment demonstration by Henry M. Adkins and Son Inc. in the Commission Meeting Room.
 - ii. **April 4, 2019** – State of the City Luncheon from 11:30 AM to 1:00 PM at the Memorial Auditorium in Pittsburg. All three Commissioners may be in attendance.
- 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.



**The City of Pittsburgh and Crawford County, Kansas
2019 Sales Tax Street Program Asphalt Material**

Tuesday, March 19, 2019 -- 2:00 p.m.

Name and Address of Bidder	SM9.5 Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)	SM12.5 Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)	SM19A Asphalt (Per Ton) Virgin Mix & Less \$ For (RAP)	Driving Distance (Plant to 4th & US69)	Minimum Tonnage For Start- Up/Start- Up Charge	Delivery Charge to City of Pittsburg
Heckert	VM \$ 62.25 Less \$ 2.95	VM \$ 60.52 Less \$ 2.95	VM \$ 58.82 Less \$ 2.95		75	3.20 Delivery 475.00
	VM \$ Less \$	VM \$ Less \$	VM \$ Less \$	5 mi.		
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QUOTATION

Reference Number: EVO1243310
 Date of Issue: March 6, 2019
 Company Name: Crawford County
 Business Operations: Municipality
 Gross Revenue: \$22,500,000
 Broker Name: Wood-Dulohery Insurance, Inc.

Limit Options

	Option 1
Limit of Liability	\$1,000,000
Cyber Crime	Yes
Media Liability	Yes
Deductible	\$10,000
Premium	\$4,900
Service Fee + SL Tax	\$300 + 6%
Total Payable	\$5,512.00

Pricing Details:

1. Deductible applies to each and every claim, including costs and expenses
2. Total Payable includes \$300 Service Fee
3. Premium and Service Fee subject to an additional 6% Kansas Surplus Lines Taxes & Fees applied to the premium and fee

Legal Action:	Worldwide
Territorial Scope:	Worldwide
Reputational Harm Period:	12 Months
Indemnity Period:	12 Months
Retroactive Date:	Full Prior Acts
Time Retention:	8 Hours
Policy Period:	12 Months
Carrier:	Underwritten by certain underwriters at Lloyd's of London
AM Best Rating:	A (Excellent)
Wording:	EVO 4.0
Underwriter:	Alex Markopoulos
Subjectivities:	None
Endorsements:	Subjectivity Condition Clause Notice of TRIA

Additional Notes:

Cover under the Terrorism Risk Insurance Act is available for an additional premium of USD 0.00.

**THIS QUOTATION IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE.
PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,
RETENTIONS AND APPLICABLE CLAUSES. TERMS SUBJECT TO POLICY LANGUAGE.**



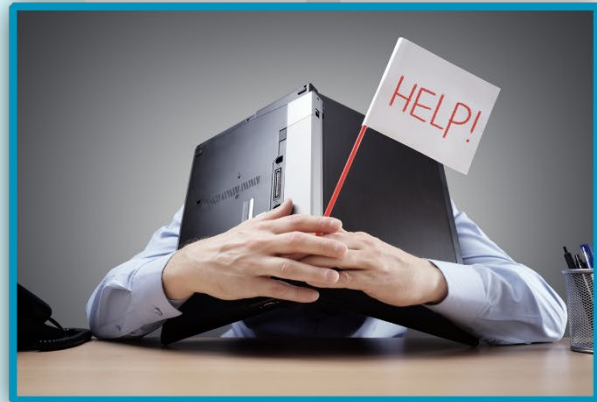


How much could a data breach cost me?

[click here](#)

What can I do to help prevent a cyber attack?

[click here](#)



What are the most common cyber claims?

[click here](#)



LIMITS OF LIABILITY AND DEDUCTIBLES

Insuring Clauses 1 – 3 are Subject to an Each and Every Claim Limit:

Insuring Clause 1: Cyber Incident Response (Separate Tower - Mirrors Policy Limit)

Section A: Incident Response Costs	Full Limits, (\$0 Deductible – <i>applies to this Section only</i>)
Section B: Legal and Regulatory Costs	Full Limits
Section C: IT Security and Forensic Costs	Full Limits
Section D: Crisis Communication Costs	Full Limits
Section E: Privacy Breach Management Costs	Full Limits
Section F: Third Party Privacy Breach Management Costs	Full Limits
Section G: Post Breach Remediation Costs	\$50,000 subject to a maximum of 10% of all sums we have paid as a direct result of the cyber event (\$0 Deductible – <i>applies to this Section only</i>)

Insuring Clause 2: Cyber Crime

Section A: Funds Transfer Fraud (Social Engineering)	\$250,000
Section B: Theft of Funds Held In Escrow	\$250,000
Section C: Theft of Personal Funds	\$250,000
Section D: Extortion	Full Limits
Section E: Corporate Identity Theft	\$250,000
Section F: Telephone Hacking	\$250,000
Section G: Push Payment Fraud	\$50,000
Section H: Unauthorized Use of Computer Resources	\$250,000

Insuring Clause 3: System Damage and Business Interruption

Section A: System Damage and Rectification Costs	Full Limits
Section B: Income Loss and Extra Expense	Full Limits, sub-limited to \$1,000,000 in respect of system failure
Section C: Additional Extra Expense	Sub-limited to 10% of the Overall Limit, Maximum Sub-limit of \$100,000
Section D: Dependent Business Interruption	Full Limits, sub-limited to \$1,000,000 in respect of system failure
Section E: Consequential Reputational Harm	Full Limits
Section F: Claim Preparation Costs	\$25,000, (\$0 Deductible – <i>applies to Section F only</i>)

Section G: Hardware Replacement Costs	Full Limits
Insuring Clauses 4 – 7 are Subject to an Aggregate Limit:	
Insuring Clause 4: Network Security & Privacy Liability	
Section A: Network Security Liability	Full Limits, including costs and expenses
Section B: Privacy Liability	Full Limits, including costs and expenses
Section C: Management Liability	Full Limits, including costs and expenses
Section D: Regulatory Fines	Full Limits, including costs and expenses
Section E: PCI Fines, Penalties and Assessments	Full Limits, including costs and expenses
Insuring Clause 5: Media Liability	
Section A: Defamation	Full Limits, including costs and expenses
Section B: Intellectual Property Rights Infringement	Full Limits, including costs and expenses
Insuring Clause 6: Technology Errors and Omissions	
Technology Errors and Omissions	No Cover Provided
Insuring Clause 7: Court Attendance Costs	
Court Attendance Costs	\$100,000 Limit, in the aggregate (\$0 Deductible – <i>applies to this Section only</i>)

The chosen policy limit and retention shown on Page 1 apply to the Insuring Clauses and respective sections unless otherwise indicated.

SUBJECTIVITY CONDITION

Attaching to Policy #:

The Insured: Crawford County

With Effect From:

It is noted and agreed that **CONDITIONS** is amended by the addition of the following: This Policy is expressly subject to certain requirements noted as **subjectivities**. Any such requirements are conditions of the contract of insurance and failure by **you** (or **your** broker on **your** behalf) to fulfil them within the timescales stated may give rise to cancellation pursuant to the cancellation **CONDITION** within the Policy.

Until such time as any **subjectivities** are fulfilled, we will hold covered pursuant to the terms of this Policy until such date as specified as the **subjectivity deadline**, after which time **we** shall have the right to cancel this Policy according to the cancellation **GENERAL CONDITION** within the Policy, or we shall have the right to extend the **subjectivity deadline**.

If the **subjectivities** are met by the **subjectivity deadlines**, cover shall continue from the subjectivity deadlines on the Policy terms until expiry of the **period of the Policy** unless and until otherwise terminated.

If the **subjectivities** are met by the **subjectivity deadlines**, but one or more are deemed by **us** not to be acceptable, then **we** shall have the right to terminate the Policy pursuant to the cancellation **CONDITION** within the Policy, or revise the quoted premium or impose further requirements or amend the cover offered.

For the purpose of this clause **subjectivities** are defined as the following list of required information or activities:

None

For the purpose of this clause the **subjectivity deadline** is defined as the date shown below:

Prior to Binding

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY

POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ('TRIA'), that you now have a right to purchase insurance coverage for losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended:** The term 'act of terrorism' means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for 'acts of terrorism' shall expire at 12:00 midnight December 31, 2020, the date on which the TRIA Program is scheduled to terminate or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020; OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED IN THE QUOTATION ACCOMPANYING THIS NOTICE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

<input type="checkbox"/>	I hereby elect to purchase coverage for acts of terrorism for the prospective additional premium stated in the quotation provided to me.
<input type="checkbox"/>	I hereby elect to have coverage for acts of terrorism excluded from my policy. I understand that I will have no coverage for losses arising from acts of terrorism.

Policyholder/Applicant's Signature

Print Name

Date

LMA9104
12 January 2015

1. No Risk Management Warranties

Evolve does not have any risk management warranties.

Risk management warranties are intended to remove coverage in the event of a claim. Unfortunately, it has become common practice in cyber wording and applications to include risk management warranties where claims are hitting the hardest. The major warranties circulating in the market include, but are not limited to, "confirming a wire transfer request by a secondary means, restoring data subject to scheduled back ups, and any incorrect information in an application that has been warranted as material to the policy."

2. Unlimited 1st Party Reinstatement

Evolve's 1st party policy limits reload every claim.

All of the 1st party limits that sit within Insuring Clauses 1 – 3 automatically reload "each and every" new claim. Meaning, Insuring Clauses 1 – 3 do not have an aggregate limit. The majority of modern day claim costs are going to be 1st party costs.

3. All-Inclusive Business Interruption

Evolve offers "System Failure" & "Dependent Business Interruption (including Supply Chain Partners)"

Evolve's business interruption now covers accidental system failure, in addition to malicious hack attacks. Meaning, income loss coverage can be triggered by a standard system failure, without the occurrence of a hack attack. Coverage has been further enhanced to automatically extend to technology supply chain partners with an option to add named non-technology providers.

4. Comprehensive Cyber Crime (including "cryptojacking")

Evolve covers the next large hacking trend, cryptojacking, which grew by 4,000% in 2018.

Evolve's cyber crime section is one of the broadest in the entire marketplace, covering funds transfer fraud (social engineering), cryptojacking, invoice fraud, ransomware, extortion, and more. Coverage has been contemplated for the three major funds transfer fraud exposures; unauthorized electronic funds transfer from your bank, theft of personal funds of senior executive officers, & 3rd party reimbursements to customers due to hackers impersonating you.

5. Hardware Replacement

Evolve will replace computer hardware or tangible equipment damaged in a hack attack.

In the event of a critical hack attack rendering hardware obsolete, Evolve will replace the computer hardware or tangible equipment. This coverage is critical on day to day operations, as most cyber policies will only cover the cost to install new software onto existing damaged hardware.

Additional Enhancements:

- Full Prior Acts
- Free Incident Response Advice (\$0 deductible)
- Professional Costs (Forensics, Attorneys, PR Firms)
- Notification Costs & Credit Monitoring
- Data Re-Entry Costs
- Additional Extra Expense Cover
- Reputational Harm Cover
- Cyber Triggered D&O Cover
- Theft of Funds in Escrow
- Regulatory Body Fines
- Cyber & Privacy Liability

Appetite:

- Retailers
- Healthcare
- Financial & Professional Services
- Manufacturers
- Distributors
- Wholesalers
- Education
- Public Utilities
- Transportation & Logistics
- Much more!

Limits, Deductibles, and Premiums:

Maximum Limit	\$10,000,000
Minimum Deductible	\$2,500
Minimum Premium	\$1,000



STATEMENT OF INSURED

THIS FORM MUST BE COMPLETED IN DETAIL FOR EACH NEW RISK PLACED AND FOR RENEWAL OF PREVIOUSLY PLACED RISKS. A COPY OF THIS STATEMENT MUST BE PROVIDED TO THE INSURED AND MAINTAINED IN AGENT'S FILES.

INSURED: _____ COVERAGE TYPE: _____

POLICY PERIOD: ___/___/___ TO ___/___/___

Check one of the options below:

EXEMPT COMMERCIAL PURCHASER (defined in K.S.A. 40-246i)

As required by K.S.A. 40-246b, this will certify that I, the undersigned, have requested insurance coverage to be placed on my behalf with a company that is non-admitted or licensed to transact business in the State of Kansas. I understand, that as an exempt commercial purchaser, contrary to K.S.A. 40-246b, a diligent search of the admitted market is not required to place this coverage with a company that is non-admitted or licensed to transact business in this state. I further understand that such insurance may or may not be available from the admitted market that may provide greater protection with more regulatory oversight.

ALL OTHER INSUREDS (Other than exempt commercial purchasers)

As required by K.S.A. 40-246b, this will certify that I, the undersigned, have requested insurance coverage to be placed on my behalf with a company that is non-admitted or licensed to transact business in the State of Kansas. I understand that in accordance with K.S.A. 40-246b, that mere rate differential shall not be grounds for placing a particular risk with a non-admitted company when an admitted company would accept such risk at a different rate.

It is further acknowledged that the following information regarding placement of insurance with a non-admitted company, has been provided by the licensed excess lines agent:

1. The insurance coverage requested will be provided by an insurance company that is non-admitted or licensed to transact business in the State of Kansas, and whose name appears on the list of non-admitted companies maintained by the Commissioner of Insurance. The non-admitted insurers' financial condition, policy forms, rates and trade practices are not subject to review or the jurisdiction of the Commissioner of Insurance.
2. There shall be no liability on the part of, and no cause of action of any nature shall arise against the Commissioner of Insurance, employees thereof, or the State of Kansas because the name of an insurance company appears or does not appear on the list of non-admitted companies maintained by the Commissioner of Insurance.
3. The policies or contracts of insurance issued by a non-admitted insurance company do not come under the protection afforded by the Kansas Insurance Guaranty Association Act (K.S.A. 40-2901, et seq.).
4. If the insurance company affording coverage is subsequently determined to be insolvent, the licensed excess lines agent placing such business with a company nonadmitted to transact business in Kansas is, by giving you the information contained herein, relieved of any responsibility to the insured as it relates to such solvency.
5. Each licensed agent shall collect and pay to the commissioner a tax of 6% on the total gross premiums charged, less any return premiums, for surplus lines insurance transacted by the licensee pursuant to the license for insureds whose home state is this state. (K.S.A. 40-246c)

Insured

Agent

Date

I was unavailable or otherwise unable to sign this statement prior to the effective date of coverage

5

FREE \$5,000 VALUE

Risk Management Services

Evolve has teamed up with specialist security experts to help strengthen, improve, and protect your organization. Each Evolve policyholder has the benefit of using the following services at no additional cost:

BITSIGHT

BITSIGHT

50 PAGE VULNERABILITY ASSESSMENT

Bitsight's full report provides the technical insight to strengthen any organization's security. Your IT department can look to improve areas where there are low scores.

NINJIO

NINJIO

SECURITY AWARENESS VIDEO TRAINING

4 minute "gamified" video episodes on real breaches that train your employees on how to avoid falling victim to hack attacks.



INTENTIONAL PHISHING

PHISHING OUT CYBER THREATS

This phishing tool will intentionally try to trick your employees to "click" on suspicious links. Once clicked, the employee will be prompted through an online e-training course to prevent a future attack.



INCIDENT RESPONSE PLAN BUILDER

BUILD A STRONG INCIDENT RESPONSE PLAN

Do you have a cyber breach incident response plan in place? If not, our incident response experts will help you build a robust plan that can effectively reduce the impact of a cyber event.



REP KNIGHT

I-SPY YOUR INFORMATION

The RepKnight breach monitoring service continually searches the dark web for information specific to your organization and alerts you in real time to possible breaches of your data. This proactive approach helps you minimize the fallout from a variety of cyber incidents.

For access, please email:

RISKMANAGEMENT@EVLVEMGA.COM