

MINUTES FOR AUGUST 27, 2018
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman Cory Moates called the regular session of the Cherokee County Board of Commissioners (The Board), to order at 9:00 a.m. on Monday, August 27, 2018 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioner Anderson opened the meeting with prayer followed by the Pledge of Allegiance. Commissioners Cory Moates, Pat Collins, Neal Anderson, County Counselor Barbara Wright, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt

A motion was made by Commissioner Anderson to approve the minutes of the August 20, 2018 BOCC meeting as written. The motion was seconded by Commissioner Collins. The motion carried 3-0.

Leonard Vanatta, County Road Supervisor, appeared before the Board on county road business. Leonard stated that he checked on a fence that was built on the north side of SW Blackjack Rd. between 40th & 50th Streets. He stated that the old fence line was 50' from the center of the roadway. The new fence line is four to five feet into the county right-of-way. The fence is ¼ mile long. The Board asked Counselor Wright to write the owner a letter, giving them 90 days to move the fence out of the right-of-way, or the county will remove it.

Commissioner Moates asked Leonard to check on the condition of W North 10th St. going west from SE 40th St. He stated that the EPA built another pond on that road, tore it up, and then left. Moates suggested rock to build the base layer back up.

A motion was made by Commissioner Moates to approve the payroll for the period ending August 17, 2018. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

A motion was made by Commissioner Anderson to approve the accounts payable for the period ending August 21, 2018. The motion was seconded by Commissioner Collins. The motion carried 3-0.

Clerk Edmondson read an email regarding the results of the LMI Survey for Crestline. The final LMI is 71% with a total population of 101. That would allow the County to apply for \$202,000 in CDBG funds, with a recommended match of 50%.

A motion was made by Commissioner Collins to apply for \$202,000 in CDBG funds for the sidewalk project in Crestline. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

The Board decided that due to the Columbus Day holiday on October 8th, and the KAC meeting on October 15th, they will meet in regular sessions on Friday, October 5th, and Friday, October 12th, 2018.

The Board reviewed the purchase agreement with Computer Information Concepts (C.I.C.) for hardware and software products for multiple county offices.

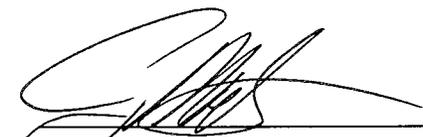
A motion was made by Commissioner Collins to approve the agreement with Computer Information Concepts for hardware and software services. The motion was seconded by Commissioner Anderson. The motion carried 3-0.

Commissioner Anderson made a motion to adjourn until the regular meeting set for Monday, September 10, 2018 at 9:00 a.m. The motion was seconded by Commissioner Moates. The motion carried 3-0 at 10:25 a.m.

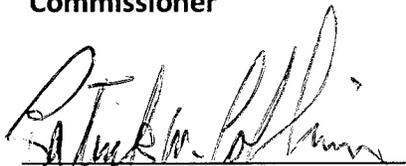
The Board will not meet on Monday, September 3, 2018 due to the Labor Day holiday.

ATTEST: Resolved and ordered this 10th day of September, 2018


Cheyenne Edwards
Cheerokee County Clerk


Commissioner


Neal Anderson
Commissioner


Commissioner



2843 31st Avenue
Greeley, CO 80631
1-800-437-7457

Computer Information Concepts

August 17, 2018

Cherokee County Commissioners
Cherokee County
110 West Maple
Columbus, Kansas 66725

Dear County Commissioners,

We are extremely pleased with your selection of our firm and look forward to working with you in a successful transition during the next few months.

Enclosed are two (2) copies of our Hardware, Software and/or Initial Peopleware Agreement, two (2) copies of our CIC Software License Agreement, three (3) copies of a ATCi Software License Agreement, and two (2) copies of our Annual Peopleware Agreement.

- Please sign both copies of our Hardware, Software and/or Initial Peopleware Agreement (page 4), retaining one (1) copy for your files and returning the remaining copy, along with a copy of your Sales Tax Exempt Certificate to initiate our process.
- Please sign both copies of our CIC Software License Agreement (page 3), retaining one (1) copy for your files and returning the remaining copy to us.
- Please sign all three (3) copies of the ATCi Software License Agreement (page 3), returning all copies to us. We will obtain a fully executed agreement for your files.
- Please sign both copies of our Annual Peopleware Agreement (page 6), retaining one (1) copy for your files and returning the remaining copy to us.
- Your initial payment in the amount of \$22,054.95 will be due and payable on August 27, 2018.

Again, thanks for the opportunity to serve your Organization. If you have any questions or wish further information, please do not hesitate to call me at (800) 437-7457.

Sincerely,

Melayna R. Clark-Rael
mclark-rael@cicesp.com
or (800) 437-7457, ext 157

MCR: sz
Enclosures

HARDWARE, SOFTWARE AND/OR INITIAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of August 27, 2018 by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter individually referred to as "CIC" and

Cherokee County
P.O. Box 228
Columbus, Kansas 66725

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Hardware, Software, and/or Initial Peopleware further described in Exhibit A, attached hereto and by this reference made a part hereof, all in accordance with the schedule shown on Exhibit B, also attached hereto and by this reference made a part hereof; and

WHEREAS, Customer desires to purchase said Hardware, Software and/or Initial Peopleware from CIC and agrees to pay CIC the amounts shown, on or before the dates indicated, all as further described on Exhibit B;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Delivery - Although CIC may assist Customer in purchasing products/services from vendors not represented in this Agreement, in addition to coordinating the timely delivery and installation of all of the products, CIC shall not be liable for any damages, penalty for delay in delivery or for failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery by CIC's vendors or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory limitations or Customer determined limitations, Customer agrees to permit CIC's employees, for purposes of performing CIC's obligations under this Agreement, access to the Customer's hardware, software and/or related data, and shall provide access to a telephone available for use by CIC's employees when present at Customer's location. Customer further agrees to make its employees available to CIC at Customer's location to facilitate implementation of the Hardware, Software and/or Initial Peopleware and/or Products/Services and understands CIC may extend the schedule on Exhibit B, by a period of time equal to any time lost because of Customer's failure to provide such access, excepting Customer may not delay payments due CIC, unless CIC also agrees to such delay.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's PEOPLEWARE procedures and related documentation is of substantial importance and it shall be Customer's obligation to protect said PEOPLEWARE procedures and related documentation from unauthorized disclosure or use.

Additional Expenses - All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals will be considered additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

Financial Liability - Each party shall be solely responsible for any liability arising from injury to any person or damage to any property resulting from the negligence of that party's employees while either on the other party's premises or traveling to or from the other party's premise. Each party, at its expense, will defend any claim or legal proceeding which is brought against the other party but which is based upon the action of the responsible party, and the responsible party will likewise pay any judgment or settlement so awarded or agreed to; provided the other party gives prompt notice of such claim or legal proceeding and cooperates in such defense.

CIC will also defend and indemnify Customer against any claim or legal proceedings with regard to CIC's proprietary rights to provide the Hardware, Software and/or Initial Peopleware and Products/Services included in this Agreement.

Ownership - Customer shall have title, interest and right to use all Hardware, Software and/or Initial Peopleware and Products/Services provided in this Agreement subject to CIC's and CIC's respective vendor license agreements, which CIC shall provide and Customer agrees to sign.

Maintenance - Although CIC will provide recommendations regarding Hardware, Software and/or Peopleware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility. As a part of this Agreement but at an additional cost unless specifically included herein, CIC agrees to offer, under separate cover, an Annual Peopleware Agreement which provides Customer with centralized access to technical support and training assistance relating to Customer's hardware, operating and application software, communication networks and/or other areas of Customer's computer installation and with additional products/services Customer may request to maintain or further enhance Customer's automation, in the future.

Warranty and Limitation of Remedy - CIC warrants the Hardware and the Software provided hereunder will perform according to the respective vendor's published specifications, and that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Initial Peopleware and Services provided under this Agreement will not prevent the Hardware and Software from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs. Customer agrees CIC's maximum liability will be limited to the amount CIC received from Customer for Initial Peopleware and Services provided under this Agreement.

Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counterproductive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution/Term - This Agreement is in full force and effect as of the date of execution and shall continue through the date of the Final Review of Hardware, Software and/or Initial Peopleware plus Final Payment referenced on Exhibit B.

Non-Appropriation of Funds - In the event Customer funds are not budgeted and appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the Customer as to such current or succeeding fiscal year and shall become null and void except as to the payments herein agreed upon for which funds shall have been appropriated and budgeted, and no right of action or damage shall accrue to the benefit of CIC, its successors or assigns, for any further payments.

If the aforementioned Non-Appropriation of Funds provision is utilized, Customer agrees to immediately notify CIC, its successors or assigns and to peaceably surrender possession of the Hardware, Software and/or Initial Peopleware provided under this Agreement to CIC, its successors or assigns. Customer also agrees to not purchase, lease or rent any other Hardware, Software and/or Initial Peopleware capable of performing similar Customer functions for a period of ninety (90) days from the date Customer surrenders said Hardware, Software and/or Initial Peopleware to CIC, its successors or assigns.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Kansas.

Waiver - The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment – This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity. Although CIC may assign data translation, installation, training, enhancement development and support to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and supersedes all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. This Agreement, and each provision and Exhibit hereof, may be modified only in writing duly executed by both parties. In the event Customer issues a purchase order or other instrument covering the Hardware, Software and/or Initial Peopleware and/or Products/Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.

Insurance - During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

By: 
Computer Information Concepts, Inc.

By: 
Cherokee County, Kansas

EXHIBIT A

Page 1 of 3

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc.** and **Cherokee County, Kansas** dated **August 27, 2018**.

Description	Qty	Discounted
<u>Hardware / Supplies</u>		
Server Farm - Remote Backup / Disaster Recovery (Includes 20.0 Mbps Committed Information Rate (CIR) Access) - Annual Lease		
Maximum Disk Storage (30GB)	1	\$2,080.00
Initial Data Replication - 100% Remote (2 Hours)	1	210.00
Installation / Training - 100% Remote (2 Hours)	1	210.00
Initial / Annual Disaster Recovery "Readiness" Testing - 100% Remote (4 Hours)	1	420.00
Support	1	210.00
Server Farm - Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 20.0Mbps Committed Information Rate (CIR) Access) - Annual Lease		
Maximum Disk Storage (10GB)	1	1,320.00
Initial Data Replication - 100% Remote (1 Hour)	1	105.00
Installation / Training - 100% Remote (2 Hours)	1	210.00
Support	1	135.00
<u>Software / Transition</u>		
Tax Administration Solution - Appraisal, Assessment and Collection Modules (Real Estate, Personal Property, Oil, Gas, Severed Minerals, State Assessed Utilities, Intangibles, Special Assessments, Neighborhood Revitalization, 16/20M Trucks and Motor Vehicle, Rental Excise, Antique Auto, RV's, Lienholder & QMAS)		
Software	1	52,375.00
Data Translation - 100% Remote (108 Hours)	1	11,340.00
Installation / Training - 35% Remote (180 Hours)	1	24,165.00
Enhancements	1	4,715.00
Support	1	14,145.00

EXHIBIT A
Page 2 of 3

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc.** and **Cherokee County, Kansas** dated **August 27, 2018**.

<u>Description</u>	<u>Qty</u>	<u>Discounted</u>
<u>Software / Transition (continued)</u>		
Budgetary / Fund Accounting (Budget Preparation, Purchasing, Accounts Payable, Capital Assets, General Ledger, Taxes Payable Interface, Banking & Investments, Daily Statement Balancing, Cash Receipting, Project / Grant Reporting plus Local / State / Federal Reporting)		
Software	1	36,665.00
Data Translation - 100% Remote (76 Hours)	1	7,980.00
Installation / Training - 35% Remote (126 Hours)	1	16,920.00
Enhancements	1	2,570.00
Support	1	9,900.00
Accounts Receivable		
Software	1	5,450.00
Data Translation - 100% Remote (12 Hours)	1	1,260.00
Installation / Training - 35% Remote (20 Hours)	1	2,685.00
Enhancements	1	385.00
Support	1	1,475.00
County Website		
Software	1	5,500.00
Hosting & Support	1	2,475.00
Department Portal - Appraiser - Orion / CAMA & Data Collection Cards w/"FOREIGN TRADE-IN"		
Software	1	4,175.00
Foreign Appraiser Portal "50% CREDIT"	1	(2,090.00)
Installation / Training - 35% Remote (8 Hours)	1	970.00
Enhancements	1	295.00
Support	1	1,130.00
Department Portal - Treasurer - Tax Records – w/"FOREIGN TRADE-IN"		
Software	1	3,930.00
Foreign Treasurer Portal "50% CREDIT"	1	(1,965.00)
Installation / Training - 35% Remote (4 Hours)	1	540.00
Enhancements	1	280.00
Support	1	1,065.00

EXHIBIT A
Page 3 of 3

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc.** and **Cherokee County, Kansas** dated **August 27, 2018.**

Description	Qty	Discounted
<u>Software / Transition (continued)</u>		
Department Portal – Appraiser – On-Line Personal Property Renditions		
Software	1	3,615.00
Installation / Training - 35% Remote (10 Hours)	1	1,345.00
Enhancements	1	255.00
Support	1	980.00
Integrated Imaging - Unlimited Seats		
Software	1	1,430.00
Enhancements	1	105.00
Support	1	390.00
INSTANT Sharing / Seat		
Software & Installation / Training - 100% Remote	20	1,900.00
Support	20	1,900.00
Payroll / Personnel		
Software	1	15,190.00
Data Translation - 100% Remote (32 Hours)	1	3,360.00
Installation / Training - 35% Remote (54 Hours)	1	7,250.00
Enhancements	1	1,065.00
Support	1	4,105.00
“15% NEXTEC UPGRADE DISCOUNT”	1	<u>(35,575.50)</u>
TOTAL		\$220,549.50

EXHIBIT B
Page 1 of 2

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc.** and **Cherokee County, Kansas** dated **August 27, 2018**.

\$22,054.95	August 27, 2018	1) Contract Signed 2) Hardware / Software Ordered 3) Initial Payment
	September 7, 2018	1) Transition Planning Meeting Completed
	October 15, 2018	1) Budgetary / Fund Accounting, Accounts Receivable, Server Farm – Remote Backup / Disaster Recovery, and Server Farm – Web Site Hosting Data Translation Completed
	October 31, 2018	1) Server Farm – Remote Backup / Disaster Recovery and Server Farm – Web Site Hosting Installation / Training Completed
	November 15, 2018	1) Payroll / Personnel Data Translation Completed 2) Budgetary / Fund Accounting and Accounts Receivable Installation / Training Completed
	December 31, 2018	1) Integrated Imaging, INSTANT Sharing, and Payroll / Personnel Installation / Training Completed
	January 31, 2019	1) Tax Administration Solution Data Translation Completed
	November 30, 2019	1) Tax Administration Solution, Department Portal – Appraiser – Orion / CAMA, Department Portal – Treasurer, and Department Portal – Appraiser – On-Line Personal Property Installation / Training Completed
	December 1, 2019	1) Annual Peopleware Agreement

EXHIBIT B

Page 2 of 2

Hardware, Software and/or Initial Peopleware Agreement by and between **Computer Information Concepts, Inc.** and **Cherokee County, Kansas** dated **August 27, 2018.**

107,129.64 August 27, 2019 1) Second Payment

107,129.64 August 27, 2020 1) Final Payment

\$236,314.23 TOTAL (Payable to CIC)

Interest Rate – 5.25%, Term – 3 Years, Total Term Interest \$15,764.73

This two hundred thirty-six thousand three hundred fourteen dollars and twenty-three cents (\$236,314.23) balance due will be paid in one (1) initial payment of twenty-two thousand fifty-four dollars and ninety-five cents (\$22,054.95) due on August 6, 2018 and two subsequent payments of one hundred seven thousand one hundred twenty-nine dollars and sixty-four cents (\$107,129.64), due on August 6, 2019 and August 6, 2020; such payments to be credited first to accrued interest and then to unpaid principal balance, until said principal sum, together with interest thereon, as provided herein is fully paid.

Privilege of paying the remaining principal plus accrued interest at any time without penalty is granted to and reserved by the Customer.

CIC will test and assure Customer the Hardware and Software is performing according to vendor(s) published specifications before Customer completes final review and releases final payment.

CIC SOFTWARE LICENSE AGREEMENT

This AGREEMENT is dated for reference purposes this 27th day of August 2018 by and between Computer Information Concepts, Inc., a Colorado Corporation, (hereinafter referred to as "CIC") and Cherokee County, Kansas, (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, CIC has developed certain computer software products described below;
and

WHEREAS, CIC and Customer desire to enter into an Agreement wherein CIC will license the computer software products to Customer upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SOFTWARE. CIC hereby licenses to Customer the use of the following property (collectively, "Software"): (i) the computer software products described in Exhibit A; (ii) the machine readable code; (iii) related documentation, information and derivative works; (iv) revised and corrected versions ("Updates"); (v) enhanced and improved versions of such programs and documentation which become available hereunder ("Enhancements"); and (vi) all copies of the foregoing, which are permitted by this Agreement.
2. OWNERSHIP. Customer acknowledges that the Software and all copyright, trade secrets and other right, title and interest therein, are the sole property of CIC and that Customer shall gain no right, title or interest in the Software by virtue of this Agreement other than the nonexclusive right of use granted herein.
3. LICENSE OF SOFTWARE. In consideration of Customer's payment of a Software License Fee, CIC grants to Customer a perpetual, personal, non-transferable and nonexclusive right and license to use the Software. Customer represents, warrants and agrees that the Software will be used only as provided in this Agreement and only for the benefit of Customer.
4. MAINTENANCE / SUPPORT. CIC shall provide to Customer such Updates and Enhancements, if any, as are generally released by CIC to all customers from time to time.

5. PROPRIETARY DATA / CONFIDENTIALITY. Customer acknowledges that the information contained in the Software is confidential and contains trade secrets and proprietary data belonging to CIC. Customer shall implement all reasonable measures necessary to safeguard CIC's ownership of, and the confidentiality of, the Software, including without limitation: (i) not to allow any person access to the Software other than its employees, agents and consultants who require such access for the performances of their ordinary services to Customer, and then only to the extent necessary to permit the performance of such services and to require, as a condition to such access, that such persons comply with the provisions of this Section 5; (ii) to cooperate with CIC in the enforcement of such compliance by Customer's employees, agents and consultants; (iii) not to permit the removal or alteration of any copyright or confidentiality labels or notices contained in the Software; (iv) not to modify, translate, disassemble, decompile or reverse engineer the Software; and (v) not to duplicate or reproduce the Software, except that Customer may make one archival copy and, if necessary, one copy to run temporarily on a replacement computer for backup in an emergency, and then in either case only if all copyright and confidentiality notices are included in the copy. Customer acknowledges that use or disclosure of the Software in violation of this Agreement may cause irreparable harm to CIC.

6. WARRANTY AND LIMITATION OF REMEDY. CIC warrants to Customer that the Software was independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary rights of any other party. CIC's sole obligation in respect of a breach of the foregoing warranty shall be to modify or replace, where reasonably possible, the Software so as to eliminate the infringement. Customer shall give CIC prompt written notice of any claims under the foregoing warranty.

The foregoing warranty shall not apply to the extent that any alleged infringement derives from: (1) a combination of the Software with any program, equipment or device not supplied or recommended by CIC; (2) Customer's failure to install promptly any Updates or Enhancements provided by CIC under this Agreement. CIC's liability shall not exceed the Software license fees received by CIC from Customer.

7. TERMINATION. If either party fails to perform its obligations as set out in this Agreement, this Agreement may be terminated upon written notice to the defaulting party. Customer shall upon receipt of such termination notice immediately: (i) purge all Software from all computer systems, storage media and other files; (ii) return to CIC all copies (including partial copies) of the Software; and (iii) certify to CIC in writing that it has complied with the foregoing obligations and has not provided total or partial copies of the Software to any third party. The expiration or termination of this Agreement for any reason shall not extinguish or diminish Customer's obligations hereunder to maintain the confidentiality of the Software, which obligation is continuing and shall survive termination of this Agreement.

8. ASSIGNMENT. This Agreement is personal to Customer and neither this Agreement nor any of the Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer, including to any successor-in-interest to Customer without CIC's prior written consent.

9. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.

10. STATUS. The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer - employee relationship, a joint venture, partnership, or other association between CIC and Customer.

11. ENTIRE AGREEMENT/MODIFICATION. This Agreement constitutes the entire Agreement between the parties and any and all prior Software License Agreements for earlier versions of the same Computer Software Products between the parties hereto with respect to the subject matter of this Agreement are hereby canceled and terminated. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized personnel of CIC and Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: 
Computer Information Concepts, Inc.

By: 
Cherokee County, Kansas

EXHIBIT A

Computer Software Products

Accounts Receivable

Budgetary / Fund Accounting (Budget Preparation, Purchasing, Accounts Payable, Capital Assets, General Ledger, Taxes Payable Interface, Banking & Investments, Daily Statement Balancing, Cash Receipting, Project / Grant Reporting plus Local / State / Federal Reporting)

County Website

Department Portal - Appraiser – On-Line Personal Property Renditions

Department Portal - Appraiser - Orion / CAMA & Data Collection Cards w/"FOREIGN TRADE-IN"

Department Portal - Treasurer - Tax Records - w/"FOREIGN TRADE-IN"

Integrated Imaging – Unlimited Seats

Payroll / Personnel

Tax Administration Solution - Appraisal, Assessment and Collection Modules (Real Estate, Personal Property, Oil, Gas, Severed Minerals, State Assessed Utilities, Intangibles, Special Assessments, Neighborhood Revitalization, 16/20M Trucks)

ANNUAL PEOPLEWARE AGREEMENT

THIS AGREEMENT is made and entered into as of December 1, 2019, by and between

Computer Information Concepts, Inc.
2843 31st Avenue
Greeley, Colorado 80631

a Colorado Corporation, hereinafter referred to as "CIC" and

Cherokee County
P.O. Box 225
Columbus, Kansas 66725

hereinafter referred to as "Customer".

WITNESSETH:

WHEREAS, CIC has determined to provide Customer access to support, enhancements and training for Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment, hereinafter referred to as "Annual PEOPLEWARE" and additional products and/or services Customer may request in the future, to maintain or enhance Customer's automation environment, hereinafter referred to as "Products / Services"; and

WHEREAS, Customer has elected to purchase CIC's Annual PEOPLEWARE as evidenced on Exhibit A, attached hereto and by this reference made a part hereof, and in the future may purchase additional Products / Services, as will then be evidenced on Exhibit B(s), "SAMPLE" attached hereto and by this reference made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree that CIC will deliver Annual PEOPLEWARE to Customer, twenty-four (24) hours/day, seven (7) days/week.

ANNUAL PEOPLEWARE

A. Hardware

Maintenance - CIC will assist in problem determination and cooperate with Customer and Customer's maintenance personnel to maximize up time. Although CIC may recommend computer hardware maintenance options, actual agreement execution and resultant costs, remain Customer's responsibility.

Emergency Backup - CIC will provide personnel to assist Customer in locating backup computer hardware; coordinate the temporary relocation of Customer's operating / application systems / data and assist in Customer's emergency processing, at CIC's then current hourly rate.

B. Software

Operating Systems – CIC trained personnel will promptly respond / resolve all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks, including hubs, routers, VPN devices, communication lines, etc. and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC.

Application Systems – CIC develops and maintains a working knowledge of not only the Application Systems, but more importantly, how each of our many features are currently used in your operation, permitting our PEOPLEWARE Team's active participation in recommending procedural changes necessary to increase utilization of our new features and enhancements as they become available. Following initial implementation, CIC will continue to inform, recommend and assist in ordering, providing and pre-testing all new Application System Releases, Enhancements and/or Program Temporary Fixes from CIC's vendors, as necessary, to maintain your software at a level supportable by CIC.

Future Releases / Enhancements / Program Temporary Fixes – CIC will inform, recommend and assist Customer in ordering / pre-testing all future operating or application system releases, enhancements and/or program temporary fixes from CIC and CIC's vendors necessary to maintain Customer at a level supportable by CIC. Actual acquisition and/or on-site installation / implementation costs for such future releases, enhancements and/or program temporary fixes remain Customer's responsibility unless specifically included on Exhibit A.

C. PEOPLEWARE

"INSTANT Response" – Customers utilizing our **"Internet Accessible" Annual PEOPLEWARE System (APS)** to log support calls by **"Task Code" - Twenty-Four (24) Hours/Day – Seven (7) Days/Week**, may enter their specific questions and/or concerns in their own words, attach all related screen / report images for further clarification, select priority / maximum response times of **IMMEDIATE**, 2, 4 or 8 working hours and receive automatic e-mail updates triggered by every support call action.

1. **APS** provides retrieval / displays CIC's resolution documentation for a date range within the same **"Task Code"** to our staff, providing immediate resolution for a high percentage of your support calls along with excellent cross training to prevent related calls in the future.

2. Our **APS "Quick Reference"** also provides Customers instant access to our most current Web Based Documentation for your specific **"Task Code"**, saving you valuable time normally spent looking for your current copy of CIC's manual or the applicable section, page and paragraph.

3. **APS** enables our Customers to confirm CIC's open support call status (Internet & Telephone), reassignment, escalation and projected resolution date / time plus provide an opportunity for our Customers to add additional information to their original open call(s) at any time.

4. When requested, **APS** displays a list of current **"PeopleWires"**, which describe CIC known problems / issues communicated to our Customers. If a CIC program temporary fix (PTF) is available, our FTP location and automatic downloading instructions will be provided. Otherwise, CIC's recommended "temporary work around" with instructions can be viewed and printed, along with our current estimated PTF availability.

5. Finally, using **APS**, Customers are provided the ability to access their Support Issues, along with all associated Actions and Resolutions, that have been closed within the past year by "Keyword", Date Range and/or Reference Number.

Toll Free Access – CIC will continue to provide Customer with toll free telephone access plus CIC's assistance in entering Customer's questions / concerns and requested maximum response time of 2, 4 or 8 working hours into CIC's Annual PEOPLEWARE System.

Support – In summary, CIC will provide the computer hardware, operating and application systems, communication networks and/or other related support necessary to assure Customer's optimum utilization of existing / future functionality regardless of Customer's employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, by telephone, "**DESKTOP Response**" and/or "**ON-DEMAND Response** unless, dependent upon severity, expediency and other pertinent factors, CIC determines to travel to Customer's location.

Training - CIC will also provide the computer hardware, operating and application systems, communication networks and/or other related training necessary to assure Customer's optimum utilization of existing / future functionality regardless of Customer's employee turnover, reassignment and/or future operating or application system releases, enhancements and/or program temporary fixes, at CIC's then current telephone / "**DESKTOP Response**" / "**ON-DEMAND Response**" hourly rates or regional workshop / on-site daily rates.

Problem Identification / Vendor Communication - Customer assumes responsibility for identifying probable cause and providing additional information as required, to assist CIC and CIC's vendors in resolving Customer's questions / concerns. CIC assumes exclusive responsibility for communicating and coordinating with all vendors in resolving Customer's questions / concerns.

Products / Services - CIC will maintain the configuration, system / communication schematics, file utilization and staff knowledge necessary to assure the continuing compatibility of any Products / Services purchased from CIC with Customer's existing computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment.

Site Evaluation - CIC will periodically review and discuss Customer's satisfaction with the Annual PEOPLEWARE and Products / Services provided by CIC and CIC's vendors, the effectiveness of Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment and recommend additional Annual PEOPLEWARE and/or Products / Services for Customer's consideration.

GENERAL

Delivery - Although CIC may assist Customer in purchasing and coordinating the timely delivery and installation of Products / Services from CIC's vendors, CIC shall not be liable for any damages, penalty for delay in delivery and/or failure to give notice of delay when such delay is due to acts of God, delay in transportation, delay in delivery or any other causes beyond the reasonable control of CIC.

Access - Subject to statutory or Customer determined limitations, Customer agrees to permit CIC's employees access to Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment including access to Customer's Internet connection and a telephone, for purposes of performing CIC's obligations under this Agreement.

Customer further agrees to make its employees available to CIC at Customer's location to facilitate effective implementation / utilization of Annual PEOPLEWARE and/or Products / Services and understands that failure to do so can result in additional CIC effort / time, which may be billable to Customer.

Non-Disclosure - CIC and Customer acknowledge confidential information considered proprietary by one of the parties may be furnished by it to the other party from time to time in the performance of this Agreement. CIC and Customer agree to not discuss, reveal or provide such confidential information except to the extent disclosure is required by law or by an order of a court of competent jurisdiction.

The parties further agree the proprietary nature of CIC's Annual PEOPLEWARE procedures and related documentation are of substantial importance and it shall be Customer's obligation to protect said procedures and related documentation from unauthorized disclosure or use and to destroy all such confidential information upon the expiration or termination of this Agreement.

Additional Expenses – All miscellaneous expenses incurred by CIC, i.e., travel, mileage, lodging and meals are additional and will be invoiced at cost and paid monthly to CIC by Customer upon receipt of invoice, unless otherwise stated herein.

Financial Liability – Each party shall be solely responsible for any liability resulting from that party's negligence.

Ownership - Customer will defend and indemnify CIC against any claim or legal proceedings with regard to Customer's proprietary rights to use all computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment. CIC will defend and indemnify Customer against any claim or legal proceedings with regard to CIC's proprietary rights to provide the Annual PEOPLEWARE and Products / Services delivered in this Agreement subject to CIC's and CIC's respective vendor software license agreements, which CIC shall provide and Customer agrees to sign.

Warranty and Limitation of Remedy - CIC warrants the Products provided hereunder will perform according to the respective vendor's and CIC's published specifications, that any and all such warranties provided by the manufacturers or original vendors shall be passed on and inure to the benefit of the Customer. CIC further warrants the Annual PEOPLEWARE and Products / Services provided under this Agreement will not prevent the Customer's computer hardware, operating and application systems, communication networks and/or other related areas of Customer's automation environment from operating and providing the functionality previously available to Customer. The warranty stated herein shall survive during the entire term of this Agreement.

The aforesaid warranty and CIC's obligation and liabilities thereunder are in lieu of, and Customer hereby waives, all other guarantees and warranties and all obligations and liabilities thereunder, expressed or implied arising by law or otherwise, including without limitation any implied warranty of fitness for a particular purpose or of merchantability, and all obligations and liabilities with respect to loss of use, indirect and consequential damages including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, or other down-time costs.

Customer agrees CIC's maximum liability will be limited to the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL CIC received in the most recent year, minus any funds owed or disbursed for support and enhancements.

Non-Employment - Independent of any other obligation under this Agreement, CUSTOMER and CIC agree to not intentionally, whether directly or indirectly, whether as an individual for its own account, for or with any other person, firm, corporation, partnership, joint venture, association, organization, or other entity whatsoever, interview or attempt to employ, contract with or otherwise obtain the services of a current or former employee of the other party without such party's approval, for a period of one (1) year after completion of this Agreement. The interviewing company agrees to inform the employee that notification must be made to their current (or past) employer prior to any offer being extended to the individual. This provision is not intended to restrict the civil rights or liberties of any private individual, but to curtail counter productive human resource depletion of one (1) party for the advantages of the other party while both parties have rights and obligations under this Agreement.

Execution / Term - This Agreement is in full force and effect as of the date of execution, for one (1) year from the day and year first above written and shall be considered renewed annually by CIC's issuance of an invoice for this same EXHIBIT A - ANNUAL PEOPLEWARE TOTAL or in subsequent years, CIC's revised EXHIBIT A - ANNUAL PEOPLEWARE TOTAL and invoice paid by Customer, within thirty (30) days of each renewal date.

Notwithstanding the foregoing, Customer may terminate this Agreement for cause upon ninety (90) days written notice to CIC and the EXHIBIT A - ANNUAL PEOPLEWARE TOTAL received by CIC in the most recent year, minus any funds owed or disbursed for support and enhancements, prorated through the date of such termination, returned to Customer, providing CIC is given such ninety (90) days to resolve the issues at hand to Customer's satisfaction.

Either party may also terminate this Agreement in writing, at least ninety (90) days prior to each renewal date.

Governing Law - This Agreement constitutes the entire Agreement between the parties, and shall be construed in accordance with the laws of the State of Kansas.

Waiver - The waiver of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

Assignment - This Agreement shall be binding upon and shall inure solely to the benefit of the parties hereto and their respective successors in interest and not for the benefit of any other person or legal entity.

Although CIC may assign data translation, installation, training, support and enhancement development to its vendors, distributors and/or subcontractors, CIC shall at all times be responsible for their performance.

Entire Agreement - The Agreement and the attachments hereto represent the entire agreement between the parties and shall supersede all existing contracts and/or agreements previously executed between said parties, with respect to the subject matter hereof. All parties have negotiated this Agreement at arms length, and no party shall be deemed as the drafter of the Agreement for purpose of interpreting any potential ambiguities in the Agreement and each provision and Exhibit hereof, may be modified only in writing duly executed by all parties. In the event Customer issues a purchase order or other instrument for the Annual PEOPLEWARE and/or Products / Services herein specified, it is understood and agreed that such purchase order or other instrument is for the Customer's internal use and purpose only and shall in no way affect any of the terms and conditions of this Agreement.

Status - CIC shall be considered an independent contractor, and this Agreement does not constitute or imply that CIC is or will be an employee of Customer.

Insurance – During the term of this Agreement, CIC shall carry and maintain Workmen's Compensation and Employer's Liability Insurance covering its employees in accordance with statutory requirements applicable to the performance of its business.

Subject Headings - The subject headings of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provision.

Severability - In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such provision shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement shall continue to remain in effect.

Notices - The notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States Mail, postage prepaid, to the other party at the address previously indicated.

The parties hereto have executed this Agreement the day and year first above written.

By: 
Computer Information Concepts, Inc.

By: 
Cherokee County, Kansas

EXHIBIT A

Page 1 of 3

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Cherokee County, Kansas, dated December 1, 2019

ANNUAL PEOPLEWARE

<u>\$ 3,400.00</u>	Support – Operating Systems
\$.00	– Server Farm “Without an On-Site Full Time Network Technician”
\$.00	– Personal Computer / Server, Department and/or County File Server(s) “With an On-Site Full Time Network Technician”
\$ 750.00	– Department / County with Maximum of Six (6) Hardware Devices “Without an On-Site Full Time Network Technician”
\$ 1,500.00	– Personal Computer / Server or Department File Server “Without an On-Site Full Time Network Technician”
\$ 2,500.00	– County File Server(s) “Without an On-Site Full Time Network Technician”

CIC trained personnel will promptly respond by telephone, DESKTOP Response and/or ON-DEMAND Response to all connectivity and communication questions, problems, etc. encountered in the use of your hardware, operating systems, local area and wide area networks during operation of the following Application Systems and will inform, recommend and assist you in ordering / pre-testing all future operating system releases, enhancements and/or program temporary fixes from CIC's vendors necessary to maintain your hardware at a level supportable by CIC. On-Site operating system support and installation / configuration of new equipment is additional and will be invoiced in one (1) hour increments at CIC's then current travel & on-site hourly rates plus mileage, lodging and meals at cost and paid monthly to CIC by Customer upon receipt of invoice.

2,080.00	Server Farm - Remote Backup / Disaster Recovery (Includes 20.0 Mbps Committed Information Rate (CIR) Access) - Annual Lease - 30 GB
1,320.00	Server Farm - Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 20.0Mbps Committed Information Rate (CIR) Access) - Annual Lease – 10 GB

37,910.00 Support – Application Systems

14,145.00	Tax Administration Solution - Appraisal, Assessment and Collection Modules (Real Estate, Personal Property, Oil, Gas, Severed Minerals, State Assessed Utilities, Intangibles, Special Assessments, Neighborhood Revitalization, 16/20M Trucks and Motor Vehicle, Rental Excise, Antique Auto, RV's, Lienholder & QMAS)
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EXHIBIT A

Page 2 of 3

Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc. (CIC) and Cherokee County, Kansas dated December 1, 2019

ANNUAL PEOPLEWARE continued

9,900.00	Budgetary / Fund Accounting - (Budget Preparation, Purchasing, Accounts Payable, Capital Assets, General Ledger, Taxes Payable Interface, Banking & Investments, Daily Statement Balancing, Cash Receipting, Project / Grant Reporting plus Local / State / Federal Reporting)
1,475.00	Accounts Receivable
2,475.00	County Website
1,130.00	Department Portal - Appraiser - Orion / CAMA & Data Collection Cards w/"FOREIGN TRADE-IN"
1,065.00	Department Portal - Treasurer -- Tax Records -- w/"FOREIGN TRADE-IN"
980.00	Department Portal -- Appraiser -- On-Line Personal Property Renditions
390.00	Integrated Imaging - Unlimited Seats
1,900.00	INSTANT Sharing / Seat - 20 Seats
4,105.00	Payroll / Personnel
210.00	Server Farm - Remote Backup / Disaster Recovery (Includes 20.0 Mbps Committed Information Rate (CIR) Access) - 30 GB
135.00	Server Farm - Web Site Hosting (Includes Unlimited Concurrent Users, Virus Protection, SQL Server & SSL Certificate plus 20.0Mbps Committed Information Rate (CIR) Access) -- 10 GB

9,670.00 Enhancements -- Application Systems

4,715.00	Tax Administration Solution - Appraisal, Assessment and Collection Modules (Real Estate, Personal Property, Oil, Gas, Severed Minerals, State Assessed Utilities, Intangibles, Special Assessments, Neighborhood Revitalization, 16/20M Trucks and Motor Vehicle, Rental Excise, Antique Auto, RV's, Lienholder & QMAS)
2,570.00	Budgetary / Fund Accounting - (Budget Preparation, Purchasing, Accounts Payable, Capital Assets, General Ledger, Taxes Payable Interface, Banking & Investments, Daily Statement Balancing, Cash Receipting, Project / Grant Reporting plus Local / State / Federal Reporting)
385.00	Accounts Receivable
295.00	Department Portal - Appraiser - Orion / CAMA & Data Collection Cards w/"FOREIGN TRADE-IN"
280.00	Department Portal - Treasurer -- Tax Records -- w/"FOREIGN TRADE-IN"
255.00	Department Portal -- Appraiser -- On-Line Personal Property Renditions

EXHIBIT A

Page 3 of 3

**Annual PEOPLEWARE Agreement by and between Computer Information Concepts, Inc.
(CIC) and Cherokee County, Kansas dated December 1, 2019**

ANNUAL PEOPLEWARE continued

105.00 Integrated Imaging - Unlimited Seats
1,065.00 Payroll / Personnel

\$50,980.00 ANNUAL PEOPLEWARE TOTAL

ATCi SOFTWARE LICENSE AGREEMENT

This AGREEMENT is dated for reference purposes this 27th day of August, 2018 by and between Allied Technical Consultants, Inc. a Kansas corporation (hereinafter referred to as "ATCi") and Cherokee County, Kansas, (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, ATCi has developed certain computer software products described below; and

WHEREAS, ATCi and Customer desire to enter into an Agreement wherein ATCi will license the computer software products to Customer upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SOFTWARE. ATCi hereby licenses to Customer the use of the following property (collectively, "Software"): (i) the computer software products described in Exhibit A; (ii) the machine readable code and printed listings of code; (iii) related documentation, information and derivative works; and (iv) all copies of the foregoing, which are permitted by this Agreement.
2. OWNERSHIP. Customer acknowledges that the Software and all copyright, trade secrets and other right, title and interest therein, are the sole property of ATCi and that Customer shall gain no right, title or interest in the Software by virtue of this Agreement other than the nonexclusive right of use granted herein.
3. LICENSE OF SOFTWARE. In consideration of Customer's payment of a Software License Fee, ATCi grants to Customer an annual, personal, non-transferable and non-exclusive right and license to use the Software. Customer represents warrants and agrees that the Software will be used only as provided in this Agreement and only for the benefit of Customer.
4. PROPRIETARY DATA: CONFIDENTIALITY. Customer acknowledges that the information contained in the Software is confidential and contains trade secrets and proprietary data belonging to ATCi. Customer shall implement all reasonable measures necessary to safeguard ATCi's ownership of, and the confidentiality of, the Software, including without limitation: (i) not to allow any person access to the Software other than its employees, agents and consultants who require such access for the performances of their ordinary services to Customer, and then only to the extent necessary to permit the performance of such services and to require, as a condition to such access, that such persons comply with the provisions of this Section 5; (ii) to cooperate with ATCi in the enforcement of such compliance by Customer's employees, agents and consultants; (iii) not to permit the removal or alteration of any copyright or confidentiality labels or notices contained in the Software; (iv) not to modify, translate, disassemble, decompile or reverse engineer the Software; and (v) not to duplicate or reproduce the Software, except that

Customer may make one archival copy and, if necessary, one copy to run temporarily on a replacement computer for backup in an emergency, and then in either case only if all copyright and confidentiality notices are included in the copy. Customer acknowledges that use or disclosure of the Software in violation of this Agreement may cause irreparable harm to ATCi.

5. WARRANTY. ATCi warrants the Software provided hereunder will perform substantially in accordance with ATCi's published specifications for a period of one (1) year from the date of receipt. ATCi further warrants to Customer that the Software was independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary rights of any other party. ATCi's sole obligation in respect of a breach of the foregoing warranty shall be to modify or replace, where reasonably possible, the Software so as to eliminate the infringement. Customer shall give ATCi prompt written notice of any claims under the foregoing warranty.

The foregoing warranty shall not apply to the extent that any alleged infringement derives from: (1) a combination of the Software with any program, equipment or device not supplied or recommended by ATCi; (2) Customer's failure to install promptly any updates or enhancements provided by ATCi under this Agreement.

6. DISCLAIMER OF OTHER WARRANTIES. EXCEPT AS PROVIDED IN SECTION 5, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OF ATCi OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR OF ERROR-FREE AND UNINTERRUPTED USE) ARE HEREBY SUPERSEDED, EXCLUDED AND DISCLAIMED.

7. REMEDY LIMITATIONS. In no event shall ATCi be liable for any consequential, indirect, punitive, incidental or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Software, loss of use of money, loss of data or interruption in its use or availability, stoppage of other work, impairment of other assets or otherwise and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise and whether based on this Agreement, any transaction performed or undertaken under or in connection with this Agreement or otherwise, except only in the case of personal injury where and to the extent applicable law imposes such liability. ATCi's liability for damages, regardless of the form of action, shall in any event be limited to those direct, actual, out of pocket expenses which are reasonably incurred by Customer and shall not exceed the aggregate software license fees received by ATCi from Customer.

8. TERMINATION. If either party fails to perform its obligations as set out in this Agreement, this Agreement may be terminated upon written notice to the defaulting party. Customer shall upon receipt of such termination notice immediately: (i) purge all Software from all computer systems, storage media and other files; (ii) return to ATCi all copies (including partial copies) of the Software; and (iii) certify to ATCi in writing that it has complied with the foregoing obligations and has not provided total or partial copies of the Software to any third party. The expiration or termination of this Agreement for any reason shall not extinguish or diminish Customer's obligations hereunder to maintain the confidentiality of the Software, which obligation is continuing and shall survive termination of this Agreement.

9. ASSIGNMENT. This Agreement is personal to Customer and neither this Agreement nor any of the Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer, including to any successor-in-interest to Customer without ATCi's prior written consent.

10. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.

11. STATUS. The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer - employee relationship, a joint venture, partnership, or other association between ATCi and Customer.

12. ENTIRE AGREEMENT / MODIFICATION. Any and all prior agreements between the parties hereto with respect to the subject matter of this Agreement are hereby cancelled and terminated. This Agreement constitutes the entire Agreement between the parties. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by duly authorized personnel of ATCi and Customer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: _____
Allied Technical Consultants, Inc.

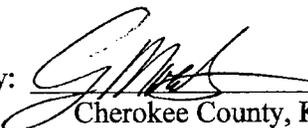
By:  _____
Cherokee County, Kansas

EXHIBIT A

Computer Software Products

Motor Vehicle Management (Motor Vehicle, Rental Excise, Antique Auto, RV's,
Lienholder & QMAS)