

MINUTES FOR MAY 12, 2014
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Commissioner Hilderbrand called the regular session of the Cherokee County Board of Commissioners (The Board), to order and led all in attendance in the Pledge of Allegiance at 9:00 AM on Monday, May 12, 2014 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Richard Hilderbrand, Charles Napier, Pat Collins, and County Clerk Rodney Edmondson were present.

Commissioner Collins made a motion to approve the Minutes of the May 5, 2014 BOCC Meeting as written. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

The Board requested Treasurer Juanita Hodgson to come in and address a complaint from citizen Vernon Hill, regarding a check that he wrote to her department on April 17th but it didn't clear his bank until May 7th. The Board requested that Treasurer Hodgson follow the Resolution that was passed recently regarding timely depositing of checks. The board requested a meeting to be setup between Auditor Gene Mense, Treasurer Juanita Hodgson, and the Board to get the procedures set on how to make the deposits.

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

They appeared before the Board on routine county road business.

Gene has information on a different tractor, since the one on bid wasn't able to be produced. It's a John Deere 5100E at a cost of \$53,890. The Board will discuss the bid issue with Mr. Cure at the Special Meeting set for Thursday, May 15, 2014 at 8:45 AM prior to canvassing the election.

They reported that the insurance company is ready to settle on the dump truck that was totaled in the collision with a train recently. They are offering \$85,000. The Board approved the settlement offer.

They informed the Board that they have 9 Sterling dump trucks with over 250,000 miles on them now. Gene will get pricing on up to three new trucks.

The Board set a date of June 16, 2014 to open sealed bids on the fuel, asphalt, and other products for the county lot.

A motion was made by Commissioner Hilderbrand to enter an Executive Session with the Board, Gene, and Leonard for the purpose of Non/Elected Personnel for a period of five minutes. The motion was seconded by Commissioner Collins. The motion carried 3-0 with all voting yes at 10:07 AM.

The meeting reconvened at 10:12 AM.

No action was taken as a result of the Executive Session.

GA

Jason Allison - Emergency Preparedness

He presented a draft Resolution of the new Mitigation Plan for the county. The last one approved was in 2009. The Board will give it to Mr. Cure to review.

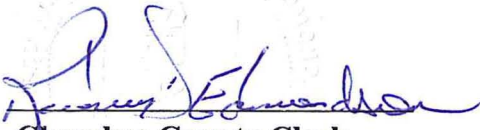
Ralph Houser - Maintenance

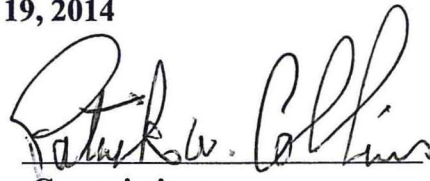
He appeared before the Board asking for their approval in doing some plumbing repair work in the courthouse. The work will be done in the tunnel and in the restrooms. The estimated cost is approximately \$6,000. The Board gave their approval.

Commissioner Collins made a motion to approve the Mid-Month May, 2014 Accounts Payables as presented. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes.

Commissioner Collins made a motion to adjourn until the next regularly scheduled meeting set for May 19, 2014 at 9:00 AM. The motion was seconded by Commissioner Napier. The motion carried 3-0 with all voting yes at 11:07 AM.

ATTEST: Resolved and ordered this day, May 19, 2014


Cherokee County Clerk


Commissioner


Commissioner


Commissioner

Legacy FARM AND LAWN

LAMAR LOCKWOOD JOPLIN NEVADA

404 S Prosperity Rd
Joplin, MO 64801

Office: (417)781-5556 Fax: (417)781-0357
Your Business is Deere to Us!

Available
Now

(MARK)

LEGACY

J.D. 5100E

4CKL

CAB AC - HEAT

100 HP 4WD Power REAR TIAN

Air SEAT - Radio
WET clutch Power shift
FWD - RV.

Block heater

Duals (clamp on)

2 Remotes hyd.

Very operator friendly

53,800.90

Stronghold Data Platinum Services Agreement

Client: Cherokee County Courthouse

Service Address: 110 W Maple Street Columbus, KS 66725

Term of Agreement: Three (3) years commencing on the 1st of May 2014 ("Start Date") and ending on the last day of April 2017.

Scope of Included Services: See "Exhibit A" and Addendums

Monthly Base Rate: See Exhibit C for a detailed breakdown. Rates will change at the beginning of the month following the addition of any components within Exhibit C or other addendums.

1. Engagement: Client hereby engages Stronghold Data, LLC. ("Consultant") for the initial term set forth above, to provide services in support of Client's computer, electronic and information technology systems ("IT Services") located at the Service Address identified above. Upon expiration of the initial term, and upon expiration of each successive term, this Agreement shall be automatically renewed and extended for an additional term equal to the original unless one of the parties hereto serves notice upon the other of intent not to renew the Agreement at least thirty days prior to the renewal date.

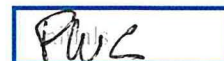
2. Scope of Included Services: Consultant will perform IT Services included within the Scope of Included Services, as required, during the term of this Agreement. Consultant will decide whether to perform IT Services at the Service Address or off-site. Client agrees not to make unreasonable requests for services. See Exhibit A.

3. Pricing, Additional Services: The Base Rate set forth below covers the cost of IT Services coming within the Scope of Included Services in addition to addendums, if any, to this document. Charges for additional services such as "Project Type" work, requested or required by Client will be determined by agreement of the parties or, in the absence of agreement, will be charged at Consultant's standard rates in effect at the time service is provided or adjustments to standard rates if defined in Exhibit C. The Base Rate does not include the cost of any hardware, software, equipment, or supplies or any out-of-pocket expenses incurred by Consultant unless specifically identified as included in the Exhibits or in an addendum.

4. Payment, Suspension or Termination of Services: Payment of the Base Rate is due on the first day of each month during the term of this Agreement and shall be considered delinquent if unpaid within ten (10) days of the due date. Client shall pay invoices for any additional amounts due to Consultant within fifteen (15) days after receipt. Consultant shall have the right to, suspend the performance of IT Services, or to terminate this Agreement, if Client fails to make payment within the time permitted for doing so under this Agreement. If Client attempts to terminate this Agreement prior to the expiration of this Agreement, other than for cause as defined herein; all sums due Consultant under this Agreement shall become immediately due and payable. Upon receipt of payment, Client will be given credit for any expenses that Consultant would have incurred due to its performance of the Agreement. Client shall have the right to, at their discretion, terminate this Agreement in the event that

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Guarantee described in Exhibit B; provided, however, that Client shall not terminate this Agreement pursuant to this provision without first giving Consultant written notice of deficiencies in performance and a reasonable opportunity (not less than 30 days) to meet and maintain the Required Performance standard.

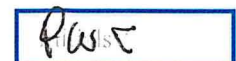
5. Price Adjustments: Consultant shall have the right to propose an adjustment to the Monthly Base Rate, as provided on Exhibit C, in the event of equipment purchases, substantial changes in the demand for IT Services initiated by Client, material increases in costs to Consultant, or if Client's demand for IT Services during any twelve-month period during the term of this Agreement should exceed the Adjustment Threshold. When an adjustment occurs an addendum detailing the change, will be signed by both parties and attached to this contract.

6. Tangible Property Rights: Authorization to use any software or hardware provided by Consultant to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, distribute, sell, lease, sublet or make any unauthorized use of Consultant property. Modification of such materials or the use of such materials for any purpose not authorized by Consultant is prohibited. Client agrees to act in good faith and maintain in good physical and working order any hardware, software or other tangible items belonging to Consultant that are installed, lent to, leased to, or for any other reason in possession by Client or Client personnel. In the event of damage, theft, modification, defacing, loss of, or any other acts considered beyond what would be considered "normal wear" the Client will be responsible reimbursing consultant for repair and/or replacement of such material in an amount determined by consultant to be "fair market value" and will be due immediately at any time requested by consultant.

7. Ownership of Work Product: Any (a) work of authorship fixed in any tangible medium that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) hardware or software provided by Consultant for use by Client (e) trade secrets, or (f) any other copyrightable, patentable and/or trademarkable intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Consultant and/or Consultant Personnel; and/or (ii) through collaborative efforts of Consultant (including Consultant Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to Consultant; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including Consultant Personnel and Client Personnel) without the express, written consent of Consultant, which consent may be withheld. Upon request of Consultant, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of Consultant.

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8. Non-Diversion: Client agrees that during the term of this Agreement and for a period of five years following the termination of this Agreement, Client will not recruit or hire any employee, agent, representative or subcontractor of the Consultant ("Consultant Personnel"), nor will Client directly or indirectly contact or communicate with Consultant Personnel for the purpose of soliciting or inducing such Consultant Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than Consultant; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of the Consultant. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Consultant, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

9. Disclaimer of Warranties: To the fullest extent permitted by law, Consultant disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Consultant does not warrant that use of software, hardware, services or any other products furnished by consultant will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

10. Limitation of Liability: In no event shall consultant be liable to the Client or any other party for any special, exemplary, incidental, consequential, or direct damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise. In no way is Consultant responsible for any damages to the Client or any other party including but not limited to lost profits due to; data loss, the unavailability of or malfunctioning of any equipment, software, or service, whether provided by Consultant or any party representing Consultant or otherwise. Consultant shall not be liable to Client for any failure or delay caused by events beyond Consultant's reasonable control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures, theft or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, equipment, technical failures, accessibility to work site, acts of God, or any other reason.

11. Actions: No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

12. Good Faith: The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement

13. Access: Client agrees to maintain, where required, a full time, dedicated Internet connection and to allow the Consultant access to the Client's network via that Internet connection. Client agrees to allow the Consultant employees or subcontractors access to its facilities in order to perform services under this Agreement. Client agrees to allow the Consultant access to the covered equipment. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands the Consultant may be unable to perform their duties adequately and if such a situation should exist, the Consultant will be held harmless. In the case of the Client residing in a facility with access controlled by a third party, the Client is responsible for obtaining proper and adequate

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permissions for the Consultant to enter and operate on the premises designated as the Client's work area. Client agrees to allow the Consultant to load any necessary management software on their systems. Client agrees to furnish the Consultant with Administrator-level password access for all covered equipment and servers, where necessary. The Consultant agrees not to prevent Client from accessing any equipment owned by the Client or Consultant.

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

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

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

Exhibit A

What We Cover

General	Included
Warranty Status	Included
Hardware & Software Details	Included
Unauthorized Software	Included
Network Mapping	Included
Network Coverage	
Firewall & Wireless Access Device Management	Included
Network Connections	Included
Installation of New User Desktops	Included
Smart Phone Setup	Included
Network Performance Monitoring	Included
Printer Management & Monitoring (SNMP Enabled Printers Only)	Included
Help Desk Support (Remote and On-Site)	
During Hours Remote Support	Included
Emergency After Hours Remote Support	Available
During Hours On-Site Support	Included
After Hours On-Site Support	Available

What Is Included For Workstations

Workstation Services	Premier Services
<ul style="list-style-type: none"> • Security <ul style="list-style-type: none"> ○ Blacklisted Software ○ Antivirus Software Definitions ○ Expired Passwords Monitoring ○ Blacklisted Event Detection ○ Windows Patch Management ○ Support Software Updates (Adobe Reader, Microsoft Office, etc....) ○ Hardware Tampering Detection 	Included
<ul style="list-style-type: none"> • Performance <ul style="list-style-type: none"> ○ Hard Drive File Fragmentation ○ Hard Drive MFT Fragmentation ○ Low Memory Detection ○ High CPU Usage Detection ○ Startup/Background Processes ○ Unauthorized Software Removal 	Included
<ul style="list-style-type: none"> • Proactive Reliability <ul style="list-style-type: none"> ○ Hard Drive Error Monitoring ○ Hard Drive SMART Stats Monitoring ○ Hard Drive Free Space ○ Hardware/Software Raid Failure Monitoring ○ Windows File Corruption ○ Bad Process Detection 	Included

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Exhibit A

What Is Included For Servers

Server Monitoring & Administration	Premier Services
<ul style="list-style-type: none">• Security<ul style="list-style-type: none">○ Blacklisted Software○ Antivirus Software Definitions○ Expired Passwords Monitoring○ Blacklisted Event Detection○ Windows Patch Management○ Support Software Updates○ Hardware Tampering Detection	Included
<ul style="list-style-type: none">• Performance<ul style="list-style-type: none">○ Hard Drive File Fragmentation○ Hard Drive MFT Fragmentation○ Low Memory Detection○ High CPU Usage Detection○ Startup/Background Processes○ Unauthorized Software Removal	Included
<ul style="list-style-type: none">• Proactive Reliability<ul style="list-style-type: none">○ Hard Drive Error Monitoring○ Hard Drive SMART Stats Monitoring○ Hard Drive Free Space○ Hardware/Software Raid Failure Monitoring○ Windows File Corruption○ Bad Process Detection○ SQL Database Availability	Included
<ul style="list-style-type: none">• Administration<ul style="list-style-type: none">○ Exchange Updates○ User Updates (Removal/Addition)○ Active Directory	Included

Exhibit A

What Is Not Included

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

“Project / Integration Work” Defined as any service designated to add or increase functionality or capacity; in other words, any work that is not designed to support existing systems or persons. Projects are outside the scope of this agreement and as such will be quoted and invoiced separately. Project / Integration work will be identified to The Client as such before any work is performed.

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

Exhibit B

Service Guarantee

Consultant will provide all customary, scheduled, and routine services required under this Agreement in a reasonably prompt and timely manner. In addition, Consultant shall meet or exceed the following requirements in responding to specific requests for service:

Trouble	Priority	Response Time	Resolution Time	Escalation Threshold
Critical Emergency (Service not available all users and functions unavailable).	1	Within 1 hr	ASAP –Best Effort	2 hours
Urgent (large number of users or business critical functions affected)	2	24 Hrs	ASAP –Best Effort	8 hours
High (Limited degradation of service, limited number of users or functions affected, business process can continue)	3	Within 24 business hours	ASAP –Best Effort	48 hours
Normal (Small service degradation, business process can continue, one user affected)	4	Within 48 business hours	ASAP –Best Effort	96 hours
Low Priority (Maintenance needed, no noticeable degradation to any users)	5	Next Time	Not Applicable	Not Applicable

Value Added Items*	Premier Services
Virus Free Network	Included
99.99% Up-Time (See Definition Below)	Included
Guarantee Against Duplicated Billing	Included
99.99% Up-Time on Internal Email Systems	Included
Guarantee That Remote Access Systems Always Work	Included
Guarantee Satisfaction	Included
Guarantee Against Firewall Intrusion	Included

Disclaimer

* “Value Added Items” Consultant does not guarantee that these things will not happen. Consultant does guarantee that if these things do happen, you’ll never have to pay to remediate the issue when the cause is due to a failure on the consultant’s part to prevent the problem.

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Exhibit C

Pricing Agreement

SUPPORT AGREEMENT / BILLING INFORMATION			
Contract Date:	May 1, 2014	Bill To:	Cherokee County Clerk
Customer:	Cherokee County Courthouse	Billing email:	Deana.clerk@cherokeecounty-ks.gov
Primary Contact:	Rodney Edmondson	Phone	620-429-2042
PO #		Fax:	620-429-1042
Effective Date:	May 1, 2014	Payment Terms:	Due upon receipt
Renewal Date:	April 30, 2017	Billing Cycle:	Monthly
Contract Length:	3 Year	Monthly Billing Amount:	\$3,800.00
Account Mgr:	James Richards	New Contract / Add on:	New Contract
Contract Type:	Managed Services	Contract Number:	

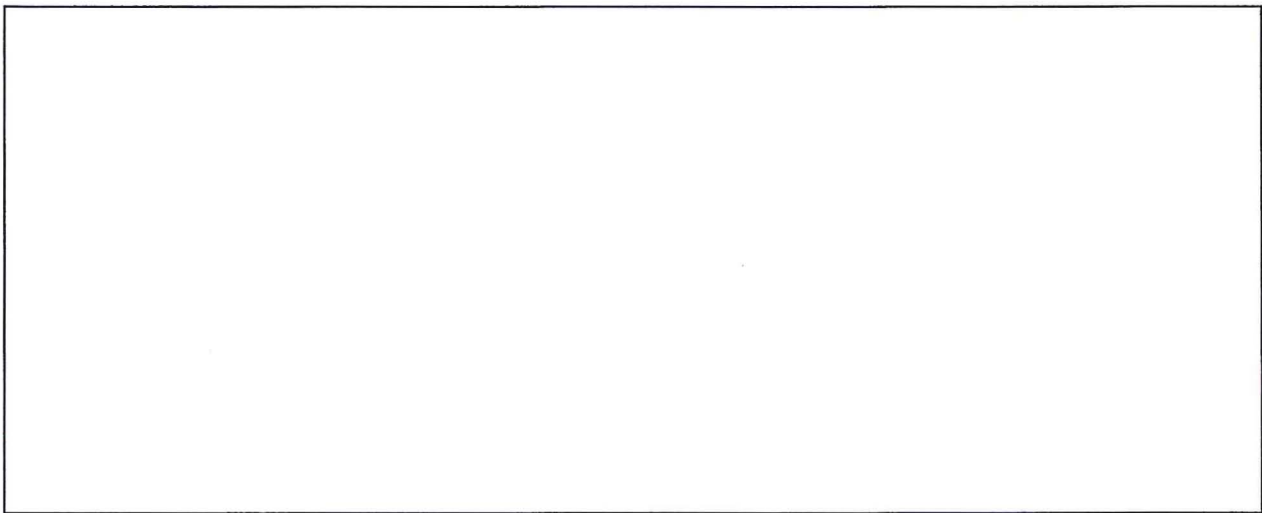
DEVICES COVERED IN THIS AGREEMENT	Qty
Laptops (Monitoring Capabilities Dependent on Connections to Internet)	0
Client's Primary Office Network	0
Windows 2003/2008/2012 Physical Servers w/ File Server Capabilities	4
Windows 2003/2008/2012 Virtual Servers w/File Server Capabilities	0
VMware ESX/ESXi Servers	0
Physical Windows Desktops Included	75
Virtual Windows Desktops Included	0

SUPPORT COVERED	Costs \$3,800.00
Remote PC Management/Help Desk (8am-5pm M-F)	
Remote Network Management (8am-5pm M-F)	
Remote Server Management (8am-5pm M-F)	
24x7x365 Network Monitoring	
Lab Labor (8am-5pm M-F)	
Vendor Management (8am-5pm M-F)	
Off-Site Secure Backups	
On-Site Support (8am-5pm M-F)	
Emergency Support	
Misc. Notes: One time setup fee is equal to 2 months of billing \$7600.00. Setup fee amount has been discounted 100% for existing customer. -\$7600.00	
*Defined as an I.T. related situation that renders the Client's entire site down or unable to operate.	
**We will give all attempts at supporting this equipment our "Best Effort" but it will be excluded from any Service Level Agreement.	

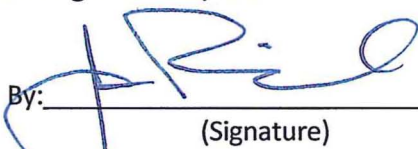
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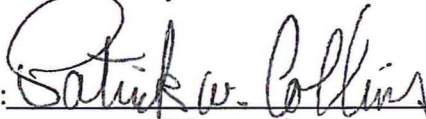
By: 
(Signature)

Name: JAMES RICHARDS

Title: CEO

Date: 4/25/14

Cherokee County Courthouse

By: 
(Signature)

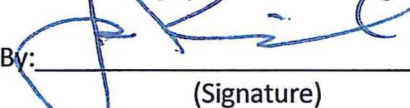
Name: Patrick W. Collins

Title: Commissioner

Date: 5/5/14

This document is not valid until approved by a Stronghold Data, LLC executive below.

Authorized By: (Must be a Stronghold Data, LLC Executive not Sales personnel)

By: 
(Signature)

Name: JAMES RICHARDS

Title: CEO

Date: 4/25/14

