



*All Times are
Approximate*

- | | | |
|--|------------------------------------|-----------|
| 1 Call To Order
Prayer
Flag Salute | | 8:00 a.m. |
| 2 Public Forum
<i>This is reserved for public comment for any items not on the agenda limited to 3 minutes</i> | | 8:00 a.m. |
| 3 INA Alert Technology & Service Agreement | Keith Coleman, Facilities Director | 8:10 a.m. |
| 4 Homeland Security Appointment | Marie Ballou, Emergency Management | 8:20 a.m. |
| 5 Road & Bridge update | Chris Smith, Public Works Director | 8:30 a.m. |
| 6 Moving of County Offices | Tammi Cox, County Clerk | 8:40 a.m. |
| 7 Solic Waste Fee Exemptions | Tammi Cox, County Clerk | 8:50 a.m. |
| 8 Policy Review
20.01c, 20.21 | Tammi Cox, County Clerk | 9:00 a.m. |
| 9 Consent Agenda
Accounts Payable
Commission Minutes (December 8th & 15th)
AAE's | Tammi Cox, County Clerk | 9:10 a.m. |
| 10 Clerk Comments | Tammi Cox, County Clerk | 9:20 a.m. |
| 11 Commissioner's Comments | | 9:30 a.m. |
| 12 Announcements | | 9:40 a.m. |
| 13 Adjournment | | 9:50 a.m. |



Technology Products and Service

Think Local
Deliver Global

MANAGED SERVICE & EQUIPMENT AGREEMENT

Quote #

This Contract for Services & Equipment is made effective as of this 1st day of January, 2020 by and between (Company Name to be referred to as "Service Recipient") Ottawa Co. Courthouse of (Address) 307 N. Concord, Minneapolis, KS 67416, and INAalert of 112 N. Main,

1. DESCRIPTION OF SERVICES. Beginning on the 1st day of January, 2020 INAalert will provide to Service Recipient the following services (collectively, the "Services"):

- a. Priority free access to technical support during business hours.
b. Daily remote service checks (Select services provided)
c. Remote Support Access: To provide remote support and troubleshooting, INA Alert requires an active remote connection to the Customer's system.

Remote Support Only: \$

- Surveillance System \$197.00
Access Control System \$133.00
Nurse Call
WanderManagement
Intercom

- **Air Quality Smart Sensor** \$ _____
 - Platform support, including system health monitoring and device status oversight.
 - Priority free access to technical support during business hours (by phone only) and customer discount only.
- d. **MSA customer discount**
 - 10% discount on purchase of new equipment.
 - 10% discount for on-site service work.

2. **PAYMENT.** Payment shall be made to **INAalert**, Ellinwood, Kansas 67526.

- a. Service Recipient agrees to pay **INAalert**, Inc the TOTAL MONTHLY FEE of \$ 330.00.
- b. In the event of a past due account, until such time as the contract is current, service shall be suspended. Additionally, a 1 ½ percent finance charge shall be charged, monthly while the payment is past due.

3. **TERM.** This Contract will be for a duration of 12 monthly payments.

- a. Termination of contract by Service Recipient will result in remaining payments of contract due upon the established termination date.
- b. Commencing on the first anniversary of the Effective Date, all fees, rates, and recurring charges associated with this Agreement shall automatically increase by two and one-half percent (2.5%) per annum. Such annual escalation shall be applied without the need for further notice and shall remain in effect for the duration of the Agreement.

4. **WARRANTY.** INA's equipment is covered by the manufacturer's warranty and shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards, and will provide a standard of care equal to, or superior to, care used by technology service providers similar to INA.

5. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Advanced Service Contract:

- a. The failure to make the required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

6. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

7. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act

or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

8. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.
9. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
10. **AMENDMENT.** This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.
11. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Kansas.
12. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
13. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
14. **ATTORNEY'S FEES TO PREVAILING PARTY.** In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.
15. **CONSTRUCTION AND INTERPRETATION.** The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.
16. **CONTRACT SPECIFIC SCHEDULES.** In order to cause the anniversary date of this contract meet the requirements of the customer, the year may be prorated to the number of months in the short year times the monthly fee.
17. **INSURANCE.** A certificate of insurance must be provided for coverage regarding physical damage not covered by equipment warranty.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:

Service Provider:

Authorized Client Representative – Print Name

Lacie Krom
INAalert Representative – Print Name

Signature

Lacie Krom
Signature

December 22, 2008

Solid Waste Fee Exemption
Ottawa County Board of Commissioners
307 N Concord St, Suite 210
Minneapolis, KS 67467

Property Owner Name Auto-Tek LLC
Address 215 N Sheridan 101 S Concord City Minneapolis Zip 67467
Telephone Number 785-392-6400
Address of Proposed Property Exemption 215 N Sheridan
City Minneapolis Zip 67467
Property # 1-0-4-3-2-0-0-6-2-0 (10 digit PIN in upper right corner of tax statement)
Is this a livable residence? No
Are there utilities hooked up to this property? yes
Further description of property 75% storage some repair work on cars

Reasons and comments This address generates almost no trash and all trash is taken down to our main business where we are charged by the tonnage. Any trash is therefore already paid by our tonnage rate.
Property Owner Signature: David M. Hunt Date 11-26-25

***** OFFICE USE ONLY *****

Approved _____ Denied X Date _____

Commission District: 1st 2nd 3rd

Comments _____

OTTAWA COUNTY BOARD OF COMMISSIONERS
Dated this _____ day of _____, _____

Chairman

Member

Member

Attest: _____
Tammi Cox, Ottawa County Clerk



**OTTAWA COUNTY
PERSONNEL POLICIES AND PROCEDURES**

EFFECTIVE DATE:

SECTION NO. 20

SUPERSEDES:

POLICY NO. 01 (C)

SUBJECT: Religious Accommodation

RELATED POLICY NO.

SCOPE: All Ottawa County Employee

Objective

Ottawa County respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the county's business.

Requesting a Religious Accommodation

An employee whose religious beliefs or practices conflict with his or her job, work schedule, or with Ottawa County's policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must submit a written request for the accommodation to his or her immediate supervisor, Appendix (A). The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

Providing Religious Accommodation

The immediate supervisor will evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available that is reasonable and that would not create an undue hardship on Ottawa County's business. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance



code that does not affect safety requirements, or for other aspects of employment. Depending on the type of conflict and suggested accommodation, the supervisor may confer with his or her manager and with human resources.

The supervisor and employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed religious accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he or she may bring the decision to the Ottawa County Commission for review and final decision.

Scott Mortimer, Chairperson
Ottawa County
Board of County Commissioners



Appendix (A) Religious Accommodation Request Form

Part 1: To be completed by employee.

Name: _____ Department: _____

Date of request: _____

Immediate supervisor: _____

Requested accommodation (job change, schedule change, dress/appearance code exception, vaccination exemption, etc.):

Length of time the accommodation is needed: _____

Describe the religious belief or practice that necessitates this request for accommodation:

Describe any alternate accommodations that might address your needs:

I have read and understand Ottawa County's policy on religious accommodation. My religious beliefs and practices, which result in this request for a religious accommodation, are sincerely held. I understand that the accommodation requested above may not be granted but that the company will attempt to provide a reasonable accommodation that does not create an undue hardship on the company. I understand that Ottawa County may need to obtain supporting documentation regarding my religious practice and beliefs to further evaluate my request for a religious accommodation.

Employee signature: _____ Date: _____



OTTAWA COUNTY

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Part 2: To be completed by the employee's immediate supervisor

Describe the requested accommodation:

Evaluation of impact (if any): _____

Approved: _____ Denied: _____

If the requested accommodation is denied, what are some alternative accommodations (list in order of preference):

1. _____
2. _____
3. _____

Date discussed with employee: _____

Final accommodation agreed upon: _____

If no agreement on an accommodation, provide an explanation:

Immediate supervisor: _____ Date: _____

Manager of immediate supervisor: _____ Date: _____

Human resources department: _____ Date: _____



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**OTTAWA COUNTY
PERSONNEL POLICIES AND PROCEDURES**

EFFECTIVE DATE:

SECTION NO. 20

SUPERSEDES:

POLICY NO. 21

SUBJECT: Voluntary Terminations/Resignations

RELATED POLICY NO.

SCOPE: All Employees of Ottawa County

1. Any employee who desires to terminate their employment with the County shall submit a written notice to their department head. The notice shall be submitted to Human Resources and be filed in the employee's file in Human Resources.

2. Employees are requested to give at least **(14) fourteen-calendar days of notice**. If an employee fails to give notice, department head or Human Resources will make a statement concerning such failure to notify them, this statement will be inserted in the employee's permanent record. The employee may not be considered for rehire in the future. A department head may accept the resignation immediately, waive the 14-day notice, and remove the employee from their position.

3. An employee who resigns shall be paid the earnings from the last pay period on the regularly scheduled payday.

4. An employee who has given termination/resignation notice in writing shall be paid for all time worked until the established termination date, plus accrued vacation and sick leave.

5. Whenever an employee's employment is terminated or resigned, they shall return to the Department head, elected official, or Human Resources all property in their possession belonging to the County and/or department pursuant to Ottawa County Policy.



Scott Mortimer, Chairperson
Ottawa County
Board of County Commissioners



OTTAWA COUNTY

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EXITING EMPLOYEE CHECK LIST

TO BE COMPLETED BY SUPERVISOR & REVIEWED BY DEPARTMENT HEAD.

FORWARD TO HUMAN RESOURCES WITHIN 5 DAYS OF COMPLETION.

Employee Name: _____

Job Title: _____

Department: _____

Last Day Worked: _____

Reason for Exit: Resignation Retirement Termination Layoff

Other: _____

Collect the following items from the Staff:

	Identification Cards		Credit Card		Uniforms
	Desk Keys/File Cabinets		Tools		
	Laptop / PC		Cell Phone		

Notify the Following Offices: Lock-it, Facility Maintenance, Commissioners

	Human Resources		Payroll		Facilities Director

I have submitted all property that has been issued by Ottawa County: _____
Exiting Employee

I have received all Property from exiting employee Staff Signature: _____
Supervisor / HR