

	<p style="text-align: center;"> Agenda Harper County Board Of County Commissioners Harper County Courthouse </p>	
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Monday, January 4, 2021 - 9:00 a.m.

A. Call To Order

B. Pledge Of Allegiance

C. Public Comment

Citizens are encouraged to speak to items on the agenda when recognized by the Chairman. Citizens desiring to speak to matters not on the agenda may do so at this time. Comments are limited to five (5) minutes and the Commission will take no action on items not on the agenda. Items introduced under Public Comment may become agenda items at a later date.

D. Approval Of Minutes

E. Payment Of Vouchers

F. Items Of Business

1. Christina Cintron - Dispatch And EM - 9:15 A.m.

- Propio Language Line Service
- Bylaws for 911 Committee
- Training for Barber County

Documents:

[911 ADVSIORY COMMITTEE BYLAWS 2020 PROPOSED WITHOUT DRAFT STAMP REVISED 11.04.20.PDF](#)
[APCO INORDINATE SPENDING AUTHORIZATION - BARBER COUNTY.PDF](#)
[SUBSCRIPTION CONTRACT \(1\).PDF](#)
[BARBER COUNTY TRAINING MANUAL INVOICE 1.4.2021.PDF](#)
[APCO INVOICE.PDF](#)

2. Matt Booker - Appraiser - 9:30 A.m.

- Contractual Services Agreement

3. Ami DeLacerda - HR - 9:45 A.m.

- Department Update

4. Curt Logsdon - Public Works - 10:00 A.m.

- Executive Session - Non-Elected Personnel
- Public Works Plan
- Solid Waste Management Plan

5. Outgoing Harper County BOCC Recognition - 11:00 A.m.
6. Melinda McCurley - Community Development - 11:30 A.m.
 - Executive Session - Attorney/Client Privilege
7. Melinda McCurley - Community Development - 12:00 P.m.
 - Executive Session - Real Estate Negotiations
 - Community Development Grant Update
 - Harper County 2030 Vision Planning

G. Correspondence

H. Adjourn

HARPER COUNTY EMERGENCY COMMUNICATIONS ADVISORY BOARD BYLAWS

ARTICLE I

PURPOSE AND ORGANIZATION:

SECTION 1: The purpose of the Harper County Emergency Communications Advisory Board shall be to recommend changes, additions or deletions to operational policies and procedures of the Harper County Emergency Communications Center to the Harper County Emergency Communications Director and to the Board of Harper County Commissioners.

SECTION 2: The Harper County Emergency Communications Advisory Board shall consist of members from various groups as outlined below:

1. **Group 1:** *Permanent positions*
 - Term Limits: None
 - Appointed by: None
 - Status: Voting Members
 - a. Harper County Sheriff
 - b. Harper County Emergency Management Director
 - c. Harper County Emergency Communications Director

2. **Group 2:** *City Administration*
 - Term Limits: 2 year term, no consecutive term limits
 - Appointed by: Governing body of the City
 - Status: Voting Members
 - Number of members: 1 Per City
 - a. Anthony

- b. Attica
- c. Danville
- d. Harper

3. **Group 3:** *Emergency Services*

- Term Limits: 2 year terms, no consecutive term limits
- Appointed by: Governing body of the City
- Status: Voting Members
- Number of members: 1 Per Department
 - a. Anthony Police Department
 - b. Anthony Fire Department
 - c. Attica Police Department
 - d. Attica Fire Department
 - e. Emergency Medical Services (EMS)
 - f. Harper County Jail
 - g. Harper County Sheriff
 - h. Harper Police Department
 - i. Harper Fire Department
 - j. Kansas Highway Patrol
 - k. Kansas Wildlife & Parks

4. **Group 4:** *Communications*

- Term Limits: 1 year term, no consecutive term limits
- Appointed By: Vote of peers
- Status: Voting member
- Number of members: 1 Per Department
- Requirements:
 - a. Must be current employee of HPCOECC
 - b. Vote must be sealed
 - c. Nominations/voting to be done annually within the first week of January

5. **Group 5:** *Members at Large*

- Term Limits: 1 year term, no consecutive term limits
- Appointed by: Chairperson of the HPCOECC Advisory Board
- Status: Ex-Officio – Non-Voting
- Minimum of one (1) position
- Maximum of three (3) positions
- Must be Harper County Resident
- Must have an interest and understanding of emergency communications operations

SECTION 3: All members of the Board shall serve without compensation

ARTICLE II

POWERS AND DUTIES OF THE BOARD:

SECTION 1: Said Board, after qualifying as provided by law and as herein specified, shall be vested with the following powers, authority to wit:

1. The Board shall be responsible for recommending operational policies and procedures of the Harper County Emergency Communications Center and make recommendations on the same to the Communications Director and Board of County Commissioners.
2. The Board or any appointed committee of the Board may meet with the Communications Director, County Commission or any other organization, person or persons for the purpose of conveying information to be included in the meeting agendas.
3. The Board shall serve in an advisory capacity to any person, organization or governing body, in regards to any addition or modification of radio equipment that would be used to communicate with the Harper County Emergency Communications Center. The Harper County Board of County Commissioners will have final say in all matters involving expenditures for said equipment additions or modifications to the radio systems.

ARTICLE III

BOARD MEETINGS:

SECTION 1: Regular meetings of the Board shall be held with the following conditions:

1. Meetings to be held no less than quarterly
2. Date and time of meetings to be determined by the Chairperson and Executive Secretary
3. Board members to be notified no less than five (5) working days prior to any regular meeting
4. Additional emergency meetings may be called by the Chairperson of the Board – with a minimum twenty-four (24) hour notification to Board members
5. Special meetings may be called by the Chairperson by any two (2) members of the Board.

SECTION 2: Meeting agenda items

1. Meeting agendas shall be presented in writing (electronic) to all Board members no less than five (5) days prior to any regular meeting
2. Special meeting agendas shall be presented in writing (electronic) to all Board members no less than twenty-four (24) hours prior to any special meeting
 - a. Business transacted at special meetings will be limited to the business which brought forth the special meeting request.
3. Any Board member can request items of business to be added to the agenda by advising the Chairperson or Executive Secretary
4. Items of business, not listed on the agenda, may be brought in for discussion, at any meeting, by any member of the Board. However, official action may be tabled for the following regular meeting
5. Items of business, not listed on the agenda, may be brought in for discussion, at any meeting, by any non-member by a majority vote of present members. However, official action may be tabled for the following meeting

SECTION 3: Meeting times

1. The Board shall meet at times set by the Board
2. Meetings shall be held after business hours to facilitate attendance by Board members.

SECTION 4: Public and Media

1. All regular and special meetings of the Board shall be open to the public and media

2. Notice of meetings will be posted on the Harper County website www.harpercountyks.gov
3. The Board may meet in executive sessions, which are closed to public and media, to discuss any of the following:
 - a. Personnel matters
 - b. Acquisitions of land or property
 - c. Litigation or threatened litigation
 - d. Other items of business to be determined as necessary
4. Final action taken by the Board, on any executive session item will be held in public meeting
5. Executive sessions shall be held at such time and place to be announced by the Chairperson subject to approval of a majority vote of the Board.

SECTION 5: Quorum

1. A quorum shall consist of one-third (1/3) of the voting members of the Board.

SECTION 6: Robert's Rules of Order

1. All meetings of the Harper County Emergency Communications Advisory Board shall be conducted in accordance with Robert's Rules of Order except insofar as modified by these bylaws and the rules and procedures as adopted by the Board.

ARTICLE IV

OFFICERS AND THEIR DUTIES:

SECTION 1: The Harper County Emergency Communications Advisory Board shall consist of the following elected positions which carry a one (1) year term, with no consecutive term limitations:

2. Chairperson
3. Vice-Chairperson
4. Executive Secretary
5. Assistant Secretary

SECTION 2: The Chairperson shall be responsible for the following:

1. Conducting the meetings of the Board

2. Preparing notice of the regular and special meetings
3. Preparing agendas for regular and special meetings
4. Disseminate agendas to the Board within five (5) working days for regular meetings and twenty-four (24) hours for special meetings
5. Appointing committees (if needed)
6. Designating members of committees
7. Serve on the Executive Committee of the Board.

SECTION 3: The Vice-Chairperson shall be responsible for the following:

1. Conduct the meetings of the Board in the absence of the Chairperson
2. Assist the Chairperson in all matters that concern the Board
3. In the absence of the Chairperson, the Vice-Chairperson shall have general supervision and direction of the Board
4. Serve on the Executive Committee of the Board.

SECTION 4: The Executive Secretary shall be responsible for the following:

1. Keep proper and accurate record of all proceedings of the Harper County Emergency Communications Board
2. Disseminating copies of the meeting minutes to all Board members
3. Assist the Chairperson, Vice-Chairperson and Assistant Secretary in all matters that concern the Board
4. Serve as Ex-Officio member of the Executive Committee. However, if this position is filled by the Harper County Emergency Communications Director, the position will have voting power.

SECTION 5: The Assistant Secretary shall be responsible for the following:

1. Serve as secretary for the Board in the absence of the Executive Secretary
2. Perform duties as assigned by the Chairperson or at the direction of the Board
3. Serve on the Executive Committee of the Board.

SECTION 6: The Board shall appoint such other officers as may be required by law or ordinance, or as the business of the Board demands.

SECTION 7: The Officers of the Board shall be elected by the members, after adoption of these bylaws, during the regular meeting of the Board and thereafter at the first regular meeting of each calendar year.

SECTION 8: As a Regional Dispatch Center by the Kansas Criminal Justice Information System definition, the governing board of the Harper County Emergency Communications is required to have a law enforcement sub-committee. This subcommittee will be comprised of all criminal justice agency representatives on the Board and it will have veto power over the Board concerning priorities, standards and policies relating to the use of the criminal justice telecommunications networks (KCJIS, NCIC, NLETS).

ARTICLE V

RULES AND PROCEDURES:

SECTION 1: The Board may adopt appropriate rules and procedures for the conduct of meetings and for the transactions of the Board's business.

ARTICLE VI

AMENDMENTS TO BYLAWS:

SECTION 1: The Board may amend these bylaws and/or any provisions at any time when:

1. A two-thirds (2/3) majority vote has been reached
2. Amendments are not in conflict with or in contravention of any of the laws of the State of Kansas or Ordinances applicable thereto
3. Notices of amendments are provided to the Board members not less than ten (10) working days prior to the meeting at which said amendments are to be considered
4. All amendments are subject to the approval of the Harper County Board of Commissioners

SECTION 2: Amendment votes can be cast by absentee Board members, in the following manner:

1. In writing to be delivered in a sealed envelope to the Executive Secretary
2. The Executive Secretary will deliver same to the Chairperson at the time of the vote
3. Said vote will be tabulated and recorded.

ARTICLE VII

MEETING ATTENDANCE:

SECTION 1: All members are required to attend all meetings called by the Chairperson. In the event a member is unable to attend, an alternate may be appointed to attend in their place. Alternates:

1. Must meet established bylaws that define the member's position on the Board
2. Shall have voting power and position on the Board as the member the alternate replaces
 - a. With the exception of any office on the Board the member has been elected to
3. Must be identified to the Executive Secretary by the member no less than twenty-four (24) hours prior to the scheduled meeting being attended.

SECTION 2: Any absentee Board member may have their comments read into the minutes by:

1. Delivering written comments to the Executive Secretary
2. The Executive Secretary will notify the Chairperson of the absentee comments when the item is reached on the agenda
3. The Chairperson will allow the Executive Secretary to read aloud the comments submitted by the absentee member
4. The basic points of the written absentee Board member comments will be recorded in the meeting minutes.

ARTICLE VIII

PENALTIES, REMOVAL AND REPLACEMENT OF MEMBERS:

SECTION 1: Each elected and appointed member may be removed from the Board for the following acts:

1. No longer elected or appointed to the office held as described in Article I, Section 2, Group 1
2. No longer a candidate for selection as described in Article I, Section 2, Group 2
3. No longer involved in fire, ambulance or police service in the community to which the member was appointed from as described in Article I, Section 2, Group 3
4. No longer a candidate for selection as described in Article I, Section 2, Group 4
5. No longer a candidate for selection as described in Article I, Section 2, Group 5
6. Any member who has two (2) or more unexcused absences in a calendar year

- a. All absences will be ruled excused or unexcused by the Chairperson and must be approved by a vote of the Board at the meeting missed by said member.
7. Conduct unbecoming a member of the Board which may include but not limited to:
 - a. Conviction of a felony crime
 - b. Conviction of a moral's crime
 - c. Taking or causing action to disrupt or circumvent the business, rules or policies of the board.

SECTION 2: Removal of a Board member shall be conducted under the following conditions:

1. Majority vote, two-thirds (2/3) by the Board
2. Notification to the Board, by the Executive Secretary in writing, no less than ten (10 days) prior to the meeting where the removal is on the agenda
3. Notification to the Board, by the Executive Secretary in writing, the reason for the removal
4. The member being removed is allowed to attend the meeting that their removal is on the agenda, for the purposes of being heard and pleading their case to the Board

SECTION 3: Replacement of Board members:

1. If a member of Article I, Section 2, Group 1 is removed from the Board, the Chairperson shall ask the appropriate government or entity head to appoint a replacement member to represent the former member's group until said removed member no longer holds the position that qualifies him or her to membership on the Board
2. If a member of Article 1, Section 2, Group 2 is removed from the Board, the Chairperson shall ask the governing body that appointed said former member to appoint a new replacement to the Board
 - a. The appointing authority may change its representative at any time, based on state and local laws or its own rules and regulations.
 - b. The local governing authority shall provide the name of the new member and effective date of replacement in writing to the Executive Secretary.

- c. The replacement representative shall serve the balance of the previous member's two-year term and is eligible for reappointment as described by these bylaws
- 3. If a member of Article 1, Section 2, Group 3 is removed from the Board, the Board shall select a replacement member that satisfies the requirements of the group, as stated in Article 1, Section 2, Group 3
- 4. If a member of Article 1, Section 2, Group 4 is removed from the Board, the Board shall select a replacement member that satisfies the requirements of the group, as stated in Article 1, Section 2, Group 4
- 5. If a member of Article 1, Section 2, Group 5 is removed from the Board:
 - a. The Chairperson shall appoint a suitable replacement if the former member was the only member of Group 5 currently serving on the board.
 - b. If a member of Article 1, Section 2, Group 5 is removed from the board and there are one (1) or two (2) current members still on the Board in Group 5, the Board is under no obligation to replace them.

The above and foregoing bylaws are hereby adopted as the Bylaws of the Harper County Emergency Communications Advisory Board.

Dated this _____ day of _____, 202_____.

Chairperson, Board of Harper County Commissioners

Chairperson, Harper County Emergency Communications Advisory Board

ATTEST: _____
Harper County Clerk

(Seal)



Inordinate Spending Authorization

(For items above spending limits but within budgets.)

Department: Harper County Emergency Communications

Date: 1/4/2021

Requestor: Christina Cintron

Item description: APCO EMD Student Training Manuals
Cost Per Item: \$99.00 Quantity: 10 Extended Cost: \$990.00

Item description: APCO PST Student Training Manuals
Cost Per Item: \$99.00 Quantity: 10 Extended Cost: \$990.00

Item description: Shipping & Handling
Cost Per Item: \$138.60 Quantity: 1 Extended Cost: \$138.60

Item description: _____
Cost Per Item: _____ Quantity: _____ Extended Cost: \$0.00

Related expenses (eg. Shipping & Handling): _____
Total Requested Spending: \$2,118.60

Budget Account(s):	Fund	Dept	Object	Amount
	<u>001</u>	<u>/ 40</u>	<u>/ 301056</u>	<u>\$ 2,118.60</u>
	_____	_____ / _____	_____ / _____	_____
	_____	_____ / _____	_____ / _____	_____
	_____	_____ / _____	_____ / _____	_____
	_____	_____ / _____	_____ / _____	_____
	Total budget lines:			<u>\$ 2,118.60</u>

Project description/justification:
Book order for classes being taught at Barber County. They will be invoiced to reimburse this amount.

Attach required quotes and additional documentation as needed.

Approved Date: _____

BoCC Signature: _____

PROPIO LANGUAGE SERVICES AGREEMENT FOR INTERPRETATION SERVICES

Propio LS, LLC, ("Propio") and _____ ("Client"), agree that the terms and conditions shown below will apply to services provided by Propio.

TERMS OF SERVICE

- 1. TERM OF AGREEMENT.** This non-cancellable Agreement will become effective upon the date signed by both parties and will continue in effect for the initial term of three years. Upon the expiration of the initial one-year period, this Agreement will be automatically renewed for one-year periods unless either party provides written cancellation notice to the other at least sixty (60) days prior to the expiration of the current contract. Upon receipt of a timely cancellation notice by either party, this agreement will terminate sixty (60) days from the date of notice.
- 2. FEES.** During the Term of this Agreement, usage charges for Interpreter, Translator, or Language Services will be billed monthly at the rates set forth below:
 - Telephone Interpretation:** Monthly \$25.00 minimum package provides for first 31 minutes of that month (\$0.80/minute)
 - Spanish \$1.35 / minute for any time beyond 31 minutes that month
 - Non-Spanish \$1.35 / minute for any time beyond 31 minutes that month
 - Document Translation:**
 - Spanish \$0.12/word
 - Non-Spanish \$0.22/word
- 3. PAYMENT TERMS.** Client agrees to pay all properly invoiced charges for Interpreter, Translator, or Language Services **within 30 days of the invoice date**. Interest will accrue from the date on which payment is due at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by applicable law. Propio will collect Intake Data on behalf of the Client, as specified by the Client in Amendment A, which is limited to four questions. Client end-users are responsible for providing the appropriate response, which is limited to 25-character spaces. On occasion, not all Intake Data associated with a call may be collected, including the refusal or inability of the caller to provide the requested information. Missing Intake Data will not be reason to deny payment of service to Propio for over-the-phone interpreting services that have been rendered. Invoices will be sent to the Client billing address shown in Attachment A, or to such other address as Client may specify by giving written notice to Propio. Client agrees to report any invoice disputes within 30 days of the invoiced date. Propio shall not be considered liable for any dispute reported after 30 days from invoiced date.
- 4. USE OF SERVICE.** Client represents that Client will not use the Interpreter, Translator, or Language Services in any manner that may violate any applicable statute or government regulation. Client will indemnify, defend, and hold Propio, its affiliates and their respective successors harmless from any claim or action whatsoever arising from the use of Interpreter Services in any manner prohibited by this Section.
- 5. SCHEDULED OVER-THE-PHONE INTERPRETATION.** Clients may schedule phone appointments with interpreters in specific languages. There is a minimum fee equal to 30 minutes regardless of actual time spent during the interpretation session. If cancellation is not received at least 24 hours before the scheduled session, the client will be charged the 30-minute minimum fee, or if the client reserved a specific length of time longer than 30 minutes, charged for the scheduled length of call. This protects the interpreter who has contracted to be available for the specified time.
- 6. EXCLUSIVITY.** During the term of this Agreement, PROPIO will be the exclusive provider of the Services. White Label Partner shall not seek or accept similar services from other providers unless the prior written approval is obtained from PROPIO.
- 7. UNAUTHORIZED USE OF SERVICE.** Client agrees that all interpreting calls directed the Propio assigned phone number are authorized to receive billable interpreting services. Client shall be solely and fully responsible for charges resulting from interpreting calls directed to Propio with a verified Access Code, whether such use is authorized. The Client agrees not to disclose the assigned phone number nor Access Code to unauthorized parties unless it receives prior written approval from Propio.
- 8. REIMBURSEMENT.** Client may request Propio staff to travel. Costs incurred for lodging, meals, and incidental expenses shall be reasonable and allowable. Client will approve expenses prior to travel arrangement.

9. LIMITED WARRANTIES.

- A. Propio will perform Interpreter, Translator, or Language Services in a professional manner. Except as otherwise set forth above, Propio makes no representation, warranty or guarantee, express or implied, about Interpreter, Translator, or Language Services. Propio does not warrant the availability of interpreters or translators at all times, and Propio specifically disclaims any warranty or condition of merchantability or fitness for a particular purpose. Client recognizes that over-the-phone interpretations may not be entirely accurate in all cases. Propio may monitor or record calls for quality assurance.
- B. In order to meet Client's expectations for quality interpretation, interpreters directly contracting to provide services on behalf of Propio will meet the following qualifications:
 - a. Have a minimum of one-year experience providing interpretation services.
 - b. Demonstrate language proficiency at level 3 or above on the ILR scale, or the equivalent, if third party testing is available for the target language.
 - c. Pass a mock interpretation session with a score of 80% or greater against standard interpreting quality standards.
 - d. Pass a medical terminology assessment with a score of 90% or greater if the assessment is available for the target language.

10. LIMITATION OF LIABILITY.

- A. For purposes of the exclusive remedy and limitations of liability set forth in this section, "Propio" shall be deemed to include Propio, its affiliates, and their respective successors, directors, officers, employees, agents, representatives, suppliers, interpreters, and translators (whether employees or independent contractors), and "damages" will refer collectively to all injury, damage, loss or expense incurred.
- B. Except for obligations under section 2 (Payment Terms), and to the extent not prohibited by applicable law: (A) each party's aggregate liability to the other for claims relating to this Agreement, whether for breach or in tort and including but not limited to negligence, shall be limited to the lesser of (i) the amount paid by Client within the previous 12 months for the interpreter, translator, or language services, or (ii) \$10,000 and (B) neither party will be liable for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including loss of business, revenue, profits, use, data or other economic advantage), however it arises, whether for breach or in tort, even if that party has been previously advised of the possibility of such damage. Liability for damages shall be limited and excluded, even if any exclusive remedy provided for in this Agreement fails of its essential purpose.

- 11. FORCE MAJEURE.** A party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform. This provision does not relieve either party of its obligation to make payments then owing.

- 12. CONFIDENTIALITY.** Propio will not disclose any information derived from Client's communications, may use it only for purposes specifically contemplated in this Agreement, and will treat it with the same degree of care as it does its own confidential information, but with no less than reasonable care. These obligations do not apply to information, which is or becomes generally known to the public through no act or omission of Propio. If Propio, its agents or employees have been requested or are required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any such communications or else stand liable for contempt or suffer other legal censure or penalty, then Propio, its agents or employees so compelled may disclose such information pursuant to that request or requirement without liability hereunder.

- 13. NOTICES.** All notices required or permitted to be given under this Agreement must be in writing and delivered in person or by means evidenced by a delivery receipt to the other party at the address shown in Attachment A and will be effective upon receipt.

- 14. ASSIGNMENT.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, except that Propio may assign its right to payment and may assign this Agreement to an affiliated or successor company.

15. TERMINATION.

- A. If (i) Client fails to pay any charge when due and the failure continues for seven (7) days after receipt by Client of written notice of the failure from Propio or (ii) Client fails to perform or observe any other material term or condition of this Agreement and the failure continues for thirty (30) days after receipt by Client of written notice of the failure from Propio, then in either case Client shall be in default and Propio may terminate this Agreement and exercise any available rights or remedies.
- B. If Propio fails to perform or observe any material term or condition of this Agreement and the failure continues for thirty (30) days after receipt of written notice of the failure from Client, Propio shall be in default and Client may terminate this Agreement and exercise any available rights or remedies.
- C. Upon termination of this Agreement for any reason, Client shall pay, within thirty (30) days of invoice, charges for all services rendered prior to the effective date of termination.

- 12. ENTIRE AGREEMENT.** This Agreement is the parties' entire agreement relating to its subject matter. It supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations and warranties and prevails over any conflicting

or additional terms of any quote, order, acknowledgment, or other communication between the parties relating to its subject matter during the term of this Agreement. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party. If any provision, or part thereof, in this Agreement is held to be invalid, void or illegal, it shall be severed from this Agreement and shall not affect, impair, or invalidate any other provision, or part thereof, and it shall be replaced by a provision which comes closest to the severed provision, or part thereof, in language and intent, without being invalid, void, or illegal.

- 13. **SURVIVAL OF OBLIGATIONS.** The obligations of the parties under this Agreement which by their nature should continue beyond the termination or expiration of this Agreement will remain in effect after termination or expiration.
- 14. **NO THIRD-PARTY BENEFICIARIES.** Neither this Agreement nor the provision of Interpreter Services shall be construed to create any duty or obligation on the part of Propio to any third parties, including, without limitation, any persons participating in or the subject of conversations for which Interpreter Services are provided. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Propio, its affiliates or their respective successors.
- 15. **CHOICE OF LAW.** Kansas law and controlling U.S. federal law will govern any action related to this Agreement. No choice of law rules of any jurisdiction will apply.
- 16. **DEFINITIONS.** *Interpreter:* a person who orally or using American Sign Language interprets from one language to another; *Translator:* a person who translates written text from one language into another; *Intake Data:* data unique to the client organization, their employees, or the people they serve; *Language Services:* services that assist in communicating between different languages, including translation and interpretation.
- 17. **INCORPORATION OF ATTACHMENT.** Attachment A (Client Contact Information) is incorporated herein.

Your signature below acknowledges that you have read, understand, and agree to the terms and conditions above and those on Attachment A.

<p>Client:</p> <p>_____</p> <p>Accepted by: _____</p> <p style="text-align: center;"><i>Signature</i></p> <p>_____</p> <p style="text-align: center;"><i>Type or Print Name and Title</i></p> <p>_____</p> <p style="text-align: center;"><i>Date</i></p>	<p style="text-align: right;">Propio LS, LLC</p> <p>Accepted by: _____</p> <p style="text-align: center;"><i>Signature</i></p> <p style="text-align: center;">Marco Assis, CEO</p> <p>_____</p> <p style="text-align: center;"><i>Type or Print Name and Title</i></p> <p>_____</p> <p style="text-align: center;"><i>Date</i></p>
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Offer provisionally valid for 60 days from original issuance

Attachment A Propio LS, LLC.

Client Contact & Profile Information

Complete this and send a copy of it and the signed Interpreter Services Agreement to: ASmith@Propio-LS.com

Organization Name: _____

Billing Contact Person: Responsible for billing correspondence including monthly invoices, billing, and payment inquires.

Name: _____ Title: _____

Phone: _____ Fax: _____

Billing email 1: _____

Billing email 2: _____

Street address: _____

City, State, Zip: _____

Communication Contact Person: Responsible for communication correspondence involving training resources, monthly messages, urgent notifications, etc.

Name: _____ Title: _____

Phone: _____ Fax: _____

Email: _____

Indicate the Interpreter skill set to match Client service/industry.

Select one:

- Medical Legal General

Billing Intake Data to be obtained for each service and provided on the invoice for Client's internal auditing purposes. Please note, intake reporting is based on end-user response and is not guaranteed.

Examples of Intake:

- Caller's first & last name
- Caller's department
- Limited English Proficient (LEP)'s last name

Please indicate up to four Intake questions your staff will be able to provide a response to:

- 1 _____
- 2 _____
- 3 _____
- 4 _____

INVOICE



DATE
1.4.2021

INVOICE NO
001

Harper County Emergency
Communications
115 E. Steadman
Anthony, KS 67003
620.842.3830
620.914.2818
ccintron@harpercountyks.gov

Barber County Emergency
Communications
211 E. Kansas
Medicine Lodge, KS 67104
620.886.5678
620.886.3103
mloreg@barber.ks.gov

POC	Job	PAYMENT TERMS	Due date
Chris Cintron	Training Manuals	Due on Receipt	1.18.2021

Quantity	DESCRIPTION	UNIT PRICE	LINE TOTAL
10	EMD Student Training Manual	\$99.00	\$1059.30
10	PST Student Training Manual	\$99.00	\$1059.30
1	Shipping	\$110.88	\$138.60
		Subtotal	2118.60
		Sales Tax	0
		Total	2118.60

Shopping Cart | View

Cart Line Items

net total	discount	price	quantity	item
1059.30	0.00	99.00	<input type="text" value="10.00"/>	<u>Emergency Medical Dispatch Student Manual 5.4</u>
		Required	Required	
1059.30	0.00	99.00	<input type="text" value="10.00"/>	<u>PST1, 7th Edition Student Manual</u>
		Required	Required	

Cart Total

Subtotal: **1980.00**

Total discount: 0.00

Total tax: 0.00

Taxes will be removed if the organization has a tax exemption on file with APCO and only after you change the billing to the organization during checkout.

Total shipping: 138.60

Total: **2118.60**

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