I. PROCLAMATIONS/PRESENTATIONS

II. UNFINISHED BUSINESS

1. Consider approval of payment of invoices for envelopes in a total amount of $5,665.70—Treasurer.

2. Consider authorization and execution of Contract C777-2012, employment agreement with Dr. Donald V. Pojman to serve as the District Coroner for the Third Judicial District.

III. CONSENT AGENDA

1. Consider authorization and execution of Contract C778-2012 with Brent Hamilton Weir to provide a magic show for the 2013 mother/son date night at the Velma K. Paris Community Center—Parks and Recreation.

2. Acknowledge receipt of the December 4, 2012 SCHA-CHC Board Agenda and minutes of the November 6 meeting.

3. Consider reappointment of Cyrene Holt to the Board of Directors for the Jayhawk Area Agency on Aging for a term ending September 30, 2015.

4. Acknowledge receipt of correspondence from Sheriff Jones regarding a sole source purchase to upgrade module to the inventory system in place in the property room in a total amount of $11,196.00.

5. Acknowledge receipt of the notice of a Shawnee County Ambulance Advisory Board meeting to be held on December 12, 5:30 p.m. at 401 SW Jackson St., Topeka, KS—Emergency Management.


7. Consider approval of additional costs for emergency repair to the chiller unit—Corrections.

8. Consider approval of payment of $4,325.00 for medical malpractice insurance—Coroner.

9. Consider approval of request for blanket authorization for approval of monthly fees associated with Clear Plus Web Analytics to West Thomson Reuters for skip tracing and investigative research services—District Attorney.


11. Acknowledge receipt of Summons in Case No. 12C001251—Wells Fargo Bank National Association vs. Board of County Commissioners of Shawnee County, Kansas, et al; Case No. 12C001256—Wells Fargo Bank National Association vs. Board of County Commissioners of Shawnee County, Kansas, et al; Case No. 12C001264—Wells Fargo Bank National Association vs. Board of County Commissioners of Shawnee County, Kansas, et al; Case No. 12C001267—Wells Fargo Bank National Association vs. Board of County Commissioners of Shawnee County, Kansas, et al; and Case No. 12C001281—Wells Fargo Financial Kansas Inc. vs. Board of County Commissioners of Shawnee County, Kansas, et al.

12. Consider authorization and execution of Contract C786-2012 for support services for the HP300—District Court.
13. Consider authorization and execution of Contracts C787-2012 and C788-2012 with CASA and the Kansas Children's Service League for advocacy, prevention and intervention services—District Court.

IV. NEW BUSINESS

A. COUNTY CLERK – Cynthia Beck
   1. Consider all voucher payments.
   2. Consider correction orders.

B. KANSAS EXPOCENTRE – H. R. Cook
   1. Consider request for approval of capital expenditures for the following:
      (a) replacement of administrative office roof top HVAC Package Unit (RTU)
      (b) technical services and repairs to Daktronics computer/video systems

C. REGISTER OF DEEDS – Marilyn Nichols
   1. Consider acceptance of transfer of $100,000 from the Register of Deeds Technology Fund to the Land Records Fund.

D. APPRAISER – Mark Hixon
   1. Consider approval of request to use $30,705.30 of the Land Records Fund for the acquisition of PSIGEN optical character recognition and indexing software.
   2. Consider approval of request to use $25,300 of the Land Records Fund for payment of invoice from ESRI for software maintenance.

E. EMERGENCY MANAGEMENT – Dave Sterbenz
   1. Consider approval of bylaws for the Ambulance Advisory Board.

F. HEALTH AGENCY CHC – Alice Weingartner
   1. Consider approval of request to award bid for the purchase of mounting arms for placement of computers in exam rooms.

V. ADMINISTRATIVE COMMUNICATIONS

VI. EXECUTIVE SESSIONS
MEMORANDUM

DATE: November 27, 2012

TO: Shawnee County Board of Commissioners

FROM: Larry Wilson, Shawnee County Treasurer

RE: Payment of Invoices for Kalos Inc.

Please place on the Board of County Commission, Consent Agenda for approval of payment of invoice # 56399 and invoice # 56400 for Kalos Inc. The invoices are for the # 10 window envelops and # 8 window reply envelopes for the mailings of the 2012 tax statements. This is budgeted in the 10TR000 account. Attached are copies of the invoices and telephone bids.

Thank you for your consideration and disposition.

LW/tjt

$5665.70
<table>
<thead>
<tr>
<th>VENDOR</th>
<th>Copy Shoppe</th>
<th>Quick Print</th>
<th>Barker Printing</th>
<th>Marketing Promotion</th>
<th>KALOS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTACT</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHONE #</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DATE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td># 10 Window Envelopes (with cellophane window)</td>
<td></td>
<td></td>
<td></td>
<td>180.000</td>
</tr>
<tr>
<td>UNIT PRICE</td>
<td>20.59/m</td>
<td>21.64/m</td>
<td>20.63/m</td>
<td>20.12/m</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>3,706.20</td>
<td>3,786.75</td>
<td>3,717.00</td>
<td>3,621.60</td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td># 8 Window Envelopes (without cellophane window)</td>
<td></td>
<td></td>
<td></td>
<td>100.000</td>
</tr>
<tr>
<td>UNIT PRICE</td>
<td>23.32/m</td>
<td>22.75/m</td>
<td>19.66/m</td>
<td>16.92/m</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>2,332.00</td>
<td>2,275.00</td>
<td>$1965.00</td>
<td>1,692.00</td>
<td></td>
</tr>
<tr>
<td>ITEM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNIT PRICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>6,038.20</td>
<td></td>
<td></td>
<td></td>
<td>5,682.00</td>
</tr>
<tr>
<td>ITEM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNIT PRICE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FREIGHT</td>
<td>205.31</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND TOTAL</td>
<td>6,243.51</td>
<td>6,048.75</td>
<td>5,682.00</td>
<td>5,313.60</td>
<td></td>
</tr>
</tbody>
</table>
### INVOICE

**Date:** 11/13/2012  
**Invoice #:** 56399

**BILL TO:**  
Shawnee County Treasurer,  
200 SE 7th St Ste 101  
Topeka, KS 66603-3932

**SHIP TO:**  
Shawnee County Treasurer,  
200 SE 7th St Ste 101  
Topeka, KS 66603-3932

<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>REP</th>
<th>SHIP</th>
<th>VIA</th>
<th>F.O.B.</th>
<th>PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>P097223</td>
<td>Net 10</td>
<td>MNS</td>
<td>10/22/2012</td>
<td>BESTWAY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>ITEM CODE</th>
<th>DESCRIPTION</th>
<th>PRICE EACH</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>197,500</td>
<td>Per M</td>
<td>#10 Window Envelopes</td>
<td>20.12</td>
<td>3,973.70T</td>
</tr>
</tbody>
</table>

*We have a new website! Please visit us at KalosPS.com.*  
**TOTAL**  
$3,973.70
### Kalos Inc.

**Address:**
3518 SE 21st Street, Suite B | Topeka, KS 66607
Phone: 800.264.0068 | Fax: 785.232.4917

**Invoices:**

<table>
<thead>
<tr>
<th>BILL TO</th>
<th>SHIP TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shawnee County Treasurer. 200 SE 7th St Ste 101 Topeka, KS 66603-3932</td>
<td>Shawnee County Treasurer. 200 SE 7th St Ste 101 Topeka, KS 66603-3932</td>
</tr>
</tbody>
</table>

**INVOICE**

- **Date:** 11/13/2012
- **Invoice #:** 56400

<table>
<thead>
<tr>
<th>P.O. NUMBER</th>
<th>TERMS</th>
<th>REP</th>
<th>SHIP VIA</th>
<th>FOB</th>
<th>PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>P097331</td>
<td>Net 10</td>
<td>MNS</td>
<td>10/22/2012 BESTWAY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>ITEM CODE</th>
<th>DESCRIPTION</th>
<th>PRICE EACH</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>100,000</td>
<td>#8 Window Reply Envelopes -</td>
<td>16.92</td>
<td>1,692.00T</td>
<td></td>
</tr>
</tbody>
</table>

*We have a new website! Please visit us at KalosPS.com.*

**TOTAL** $1,692.00
MEMORANDUM

TO: Board of Shawnee County Commissioners

FROM: Jonathan C. Brzon, Assistant Shawnee County Counselor

DATE: November 28, 2012

RE: Employment Agreement with Dr. Donald V. Pojman to serve as the District Coroner for the Third Judicial District, Shawnee County, Kansas.

Please place this item on the Monday, December 3, 2012 Commission agenda.

The attached employment Agreement with the Shawnee County Coroner Dr. Donald Pojman, would be in effect from January 15, 2013 through January 14, 2014. Under the agreement, Dr. Pojman would be an unclassified county employee entitled to the same employment benefits as other unclassified employees.

If you have any questions or concerns please feel free to contact me at extension 4042.

Attachment

c: Dr. Donald Pojman, Shawnee County Coroner
SHAWNEE COUNTY CONTRACT NO. C-____-2012

EMPLOYMENT AGREEMENT WITH DR. DONALD V. POJMAN TO SERVE AS
THE DISTRICT CORONER FOR THE THIRD JUDICIAL DISTRICT

THIS AGREEMENT effective as of the ___ day of ____________________, 2012,

by and between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE,
KANSAS (“COUNTY”), and DR. DONALD V. POJMAN (“DR. POJMAN”).

WHEREAS, the County wishes to secure and retain the services of Dr. Pojman to serve
the citizens of Shawnee County as the District Coroner for the Third Judicial District, Shawnee
County, Kansas;

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

1. **Term** – This Agreement shall be in effect from December 14, 2012 through
December 14, 2013.

2. **Services** – Dr. Pojman agrees to perform the functions and duties of District
Coroner as specified and set out in the Kansas Statutes Annotated, and amendments thereto,
autopsy examinations and such other legally permissible and proper duties and functions as
required by law. Dr. Pojman agrees to comply with the laws of the State of Kansas regarding the
duties and requirements of District Coroner.

3. **Other Functions** – The parties specifically agree that no fees shall be charged by
Dr. Pojman if he is called upon to testify, by reason of his position as District Coroner, in any
criminal proceeding in Shawnee County.

4. **County Benefits** – Dr. Pojman shall be an unclassified employee of Shawnee
County and shall receive the same employment benefits provided to other unclassified Shawnee
County employees, including, but not limited to, sick leave, annual leave, holiday leave and coverage through the County’s group health care plan.

5. **Removal From Office** – Dr. Pojman may be removed from office for cause as provided by law, for failure to substantially perform the duties prescribed or comply with the duties and requirements of the Office of District Coroner as prescribed by the laws of Kansas. If Dr. Pojman is removed from office, this Agreement shall terminate immediately without the requirement of notice, with no payment of any unearned salary or any other action by the County.

6. **Compensation** – As consideration for his services, the County agrees to pay Dr. Pojman the sum of One Hundred Thirty Nine Thousand Fifty and 08/100 Dollars ($139,050.08) annually ($5,348.08 per pay period).

7. **Previous Employment Agreements Rescinded** – This Agreement shall rescind and supersede any previous employment agreements between the County and Dr. Pojman.

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

---

**BOARD OF COUNTY COMMISSIONERS**  
**SHAWNEE COUNTY, KANSAS**

---

Theodore D. Ensley, Chair

---

**DISTRICT CORONER**

---

By: Dr. Donald V. Pojman  
Date: __________

---

**ATTEST:**

---

Cynthia A. Beck, Shawnee County Clerk

---

Approved as to Legality  
and Form: Date /2-4-12/
November 26, 2012

TO:       Board of Commissioners
          Shawnee County

FROM:     John E. Knight, Director
          Parks & Recreation

RE:       Service Contract – Brent Hamilton Weir
          (Intended for the Consent Agenda)

Board of Commissioners approval is requested for the attached Service Contract between Brent Hamilton Weir and Shawnee County. This contract is for the services Brent Hamilton Weir will provide for Magic Show for the 2013 Mother/Son Date Night at the Velma K. Paris Community Center.

The cost of this service is $300 with 50% deposit fee. There is sufficient funding in the Parks & Recreation Budget for this request.

JEK/gcl
Attachment
RL
INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

THIS AGREEMENT is between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS (County) and BRENT HAMILTON WEIR, performing as T.A. HAMILTON MAGIC PRODUCTIONS (Contractor).

1. SERVICES TO BE PERFORMED

Contractor agrees to perform the following services for County:

Entertainment.

This Agreement shall commence on February 23, 2013, and shall end on February 23, 2013, unless this Agreement is terminated sooner or extended in accordance with its terms.

2. PAYMENT

In consideration of the services to be performed by Contractor, County agrees to pay Contractor as follows:

<table>
<thead>
<tr>
<th>Task</th>
<th>Duties</th>
<th>Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Entertainment</td>
<td>One stage program, comedy magic show with an appearance of approximately 1 hour in length</td>
<td>$300.00, with 50% deposit due upon acceptance of agreement</td>
</tr>
<tr>
<td>Event @ Velma K. Paris Center</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes equipment; supplies; telephone expenses; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses and other compensation paid to Contractor's employees or contract personnel Contractor hires to complete the work under this Agreement.

3. INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION
Contractor is an independent Contractor, not a County employee. Contractor's employees or contract personnel are not County employees. Contractor and County agree to the following rights consistent with an independent Contractor relationship:

a. Contractor has the right to perform services for others during the term of this Agreement.
b. Contractor has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
c. Contractor shall not be assigned a work location on County premises, and Contractor has the right to perform the services required by this Agreement at any place, location or time.
d. Contractor will furnish all equipment and materials used to provide the services required by this Agreement.
e. Contractor has the right to hire assistants as subContractors, or to use Contractor's employees to provide the services required by this Agreement.
f. Contractor or Contractor's employees or contract personnel shall perform the services required by this Agreement and Contractor agrees to the faithful performance and delivery of described services in accordance with the time frames contained herein; County shall not hire, supervise or pay any assistants to help Contractor.
g. Neither Contractor nor Contractor's employees or contract personnel shall receive any training from County in the skills necessary to perform the services required by this Agreement.
h. County shall not require Contractor or Contractor's employees or contact personnel to devote full time to performing the services required by this Agreement.

Further, Contractor hereby certifies:

i. That Contractor is not an employee of County and thereby Contractor waives any and all claims to benefits otherwise provided to employees of the County, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.
j. Contractor must provide Federal Tax or Social Security Number on required Form W-9.
k. That Contractor understands that he/she is solely responsible, individually for all taxes and social security payments applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the County for all payments received.

4. INDEMNIFICATION AND HOLD HARMLESS

Contractor shall save, hold harmless, and indemnify County, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs,
including reasonable attorneys' fees, for injury of any person or damage to property arising out of, or connected with, work performed under this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

5. INSURANCE

The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

6. OWNERSHIP OF PRODUCTS/DOCUMENTS

Contractor hereby assigns to County all rights to all products, reports, documents, photographs, videos, data, and drawings produced by Contractor as a result of its services to County during the term of this Agreement.

7. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.

Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any of Contractor's equipment, leased or otherwise, provided to County under the contract. County will pay to the Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by County, title to and possession of any equipment purchased by the County under the contract, but not fully paid for, shall revert to Contractor at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

8. ANTI-DISCRIMINATION CLAUSE.

The Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44 1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such
subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the Contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County. Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a Contractor who employs fewer than four employees or whose contract with the County totals $5,000 or less during this fiscal year.

9. ACCEPTANCE OF CONTRACT.

This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.

10. ARBITRATION, DAMAGES, WARRANTIES.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

11. REPRESENTATIVE’S AUTHORITY TO CONTRACT.

By signing this document, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this document on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.

12. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party by giving the other party written notice of the intent to terminate. The notice must specify a date upon which the termination will be effective, which date may not be less than 7 calendar days from the date of mailing the notice. Only services satisfactorily performed up to the date of receipt of notice shall be compensated by County and such compensation shall be pursuant to the terms of this Agreement. Notice shall be deemed received 3 days after mailing in the United States mail, using first class mail, postage prepaid.

13. MISCELLANEOUS PROVISIONS

a. This Agreement shall be entered into in Shawnee County, Kansas, and shall be construed and interpreted according to the law of the State of Kansas.

b. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given 3 days after mailing in the United
States mail, using first class mail, postage prepaid, to the recipient's address as stated in this Agreement.

c. Contractor shall comply with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the services to be performed under this Agreement.

d. Contractor may not assign or subcontract any rights or obligations under this Agreement without County's prior written approval.

e. This Agreement constitutes the entire agreement between the parties and may only be modified or extended by a written amendment signed by the parties hereto.

f. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

g. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than County and Contractor.

IN WITNESS WHEREOF, County and Contractor have executed this Agreement.

COUNTY
BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

______________________________
Chair

ATTEST:

______________________________
Cynthia A. Beck, Shawnee County Clerk

CONTRACTOR

__________________________
Date: 11-19-2012
SCHA-CHC BOARD AGENDA
SRS LEARNING CENTER
Tuesday December 4, 2012
12:00 Noon

1. Call to Order
2. Approval of Board Minutes November 6, 2012
3. SCHA Board Committee
   Governance Committee
   Executive Committee
   QA Committee
   Finance Committee
4. CHC Executive Director’s Report
5. Medical Director’s Report
6. Health Access Report – Karla Hedquist
7. New and/or Miscellaneous Business
   • Review Board Code of Conduct
8. Adjourn

SCHA CHC Board Meeting
Tuesday, January 8, 2012
11:30am – SRS Learning Center

Leading the way to a healthier Shawnee County.
SCHA CHC BOARD MEETING
TOPEKA AND SHAWNEE COUNTY PUBLIC LIBRARY
November 6, 2012 12:00 PM

MEMBERS PRESENT: Wanetta Bean, CHC Board Chair, Sylvia Herrmann, CHC Board Secretary, Sherry Obrosky, Martha Prim, Michelle Sweeney, Angie Haggard, Dr. Van Sickle, Jim Kinderknecht, Kim Hodgson, Maria Valdivia, Aimee Betzen

MEMBERS ABSENT: Robert Thom, Vice-Chair, Commissioner Mary Thomas

NON-VOTING MEMBERS: Karla Hedquist, Health Access

STAFF PRESENT: Alice Weingartner, CHC Executive Director, Dianna Yates, CHC Division Manager, Nancy Mitchell, Accountant II, Shannon Diaz, Quality Management Specialist, Tamara Copeland, Finance Officer, Ashley Heidrick, Assistant County Counselor, and Elly Shughart, Office Assistant III

CALL TO ORDER
CHC Board Vice-Chair called the meeting to order at 12:14 P.M. A quorum was present. Due notice had been mailed.

APPROVAL OF MEETING MINUTES
The minutes of the October 2, 2012 CHC Board Meeting were approved as presented.

GOVERNANCE COMMITTEE
The Executive Director stated that a discussion took place about the review of board members. Terms are coming up for reelection, reappointment, or expiration. The request for Dr. Van Sickle to be reappointed for a new term starting in 1/2013 has been submitted to the Board of County Commissioners (BCC).

EXECUTIVE COMMITTEE
➢ The Executive Director explained the recommendation for Aimee Betzen to serve as an Ex-Officio on the CHC Board.

Wanetta Bean moved to appoint Aimee Betzen to serve as an Ex-Officio member on the CHC Board. No discussion took place. Motion carried.

➢ The Executive Director pointed out that Ashley Heidrick is the county representative and she would refer to her for recommendations and Aimee Betzen would provide historical information.

Leading the way to a healthier Shawnee County.
QA COMMITTEE
Wanetta reported that the committee received detailed training of the updated report card. The report card includes system aims, key priorities, and watch measures. These include controlled HTN, 2 year old immunizations, and timely refills. Wanetta explained the difference between target and threshold and talked about how fluoride varnishes had fallen off the radar at one point but this year the CHC is working to improve that percentage. She discussed that QI is trying to find solutions to improve the no show rate. The committee went over Clinic Patient Flow Study and Patient Satisfaction Survey. Wanetta talked about timely refills. She reported that the problem Wal-Mart was having with their computers had been fixed. The Quality Management Specialist shared that there are multiple causes still being addressed.

FINANCE COMMITTEE
Angie reported that the financials are looking great and encouraged everyone to read the financial summary each month. The CHC is projected to end the year with a positive balance of $128,536. The accounts receivable over 91 days is at 21% and the goal is under 20%.

The Finance Officer pointed out the graph reflecting dollars in the collection module. In September 2011, there was $157,803.85 in collections. This September, it was $15,479.21 which is a significant difference that reflects the hard work being done. Michelle inquired about write offs. The Finance Officer explained that there is a policy for courtesy write offs. Using a set of guidelines Finance determines if certain criteria qualifies the account to be written off. Criteria would then be taken to the Executive Director and then to CHC Board to determine whether or not the courtesy write off would be utilized. There is also bad debt write offs that go to Valentine’s office and never get paid.

CHC EXECUTIVE DIRECTOR’S REPORT
- Uploading documents necessary to apply for FTCA. The last piece that was needed was the October 2012 board minutes and it was signed today.
- No word back regarding applications that were submitted to participate in the development of an accountable care organization or a health center controlled network.
- Received notification of what proposed reimbursement rate would be under new managed care contract. Have not received word from KDHE on whether they will accept the rate but if it is approved it would be roughly $183 per encounter. It would be reimbursed up front as opposed to waiting for the cost report settlement which comes 1-3 years afterwards. The Executive Director, the Local Health Department Director, and Ashley spent many hours finalizing the managed care contracts. The Sunflower/Centene contract will be on the county commission agenda for approval 11/8/12. Waiting for feedback from Amerigroup in response to contract issues needing resolved. United Healthcare is in the final stages of approval.
- Had meeting with Laboratory Corporation of America (LabCorp). LabCorp is providing us with two phlebotomists on site. One will be located at the Main clinic and one will be at the California clinic. Working on some of the logistics regarding phlebotomists and continuing work setting up interface.

Leading the way to a healthier Shawnee County.
Meeting scheduled 11/7/12 with CEO’s from hospitals, Marian clinic, SCHA, Valeo, and Family Service and Guidance to talk about better serving healthcare needs in Shawnee County. Dave Sanford, the Director of Gracemed system in Wichita, KS is going to speak about their structure and how they operate. KAMU is facilitating meeting and providing data for discussion. Two points may be brought to the table for discussion at the meeting. One is the “penetration rate” of FQHCs. The penetration rate for SCHA and Marian clinic for patients below 200% of the poverty level is 19%. The penetration rate for uninsured patients is approximately 34%. The discussion point will be “How can we penetrate that population better and how can we make changes in order to reach more people?” “Are there barriers to be co-applicant arrangement?” The Executive Director asked for feedback from the CHC Board regarding co-applicant model and if it still worked for county. It was stated that the county commission has been there for the SCHA, they give the SCHA recommendations, tax allocations, sense of local ownership, shared resources and legal representation. The question was raised “What are the advantages of being a standalone clinic?” to give the initial questions a different perspective. The Executive Director responded that there may be a time when the CHC Board wants to pursue a certain grant that the Board of County Commissioners won’t support. This would be the type of challenge being discussed at the meeting. Another challenge that presents itself is personnel. The CHC Board do not control personnel or personnel salaries set for many positions so it is not always possible to make changes. The positive side is SCHA personnel receive the same benefits other county employees receive. It is recognized the shared cost of legal, IT, HR, and finance within county are helpful.

Approval received 11/5/12 for the purchase of the thin client computers for exam rooms. Purchased one mounting arm but have not received it. Will be tested before purchasing the balance.

State is still moving forward with Kancare implementation. The Executive Director announced for the benefit of the group that the Kansas Health Consumers Coalition is holding a Medicaid expansion rally on 11/9/12 on the steps of the capital building.

The Division Manager announced new CMA and RN reported today. Received 5 applicants for an open LPN position. Currently, the LPN position is the only opening SCHA has to fill. The Executive Director announced that CHC will have a part time PMA starting in November to help with refills and referrals.

The Executive Director reported that the number of PDSAs done since January has increased to roughly 15. It has reflected the SCHA’s recommitment to Quality Improvement work and the Executive Director hopes that it will play a significant role in the FTCA application.

A number of staff is reviewing flat fee rates. They will come forward with recommendations for revisions to the current flat fee rates. They are also working on an orientation process for new patients.

Leading the way to a healthier Shawnee County.
An all CHC staff meeting is scheduled on 11/7/12 to explain QI information and studies that took place. The goal is to educate staff of the good work that is being done. The Executive Director will go over the clinic flow study and patient satisfaction survey. Reviewing clinic measures and overall financial picture in comparison to what staff was told at a meeting on 3/30/10. Announcing things to look forward to in 2013 including lab interface, computers in exam rooms, additional staff, and a new building.

The Executive Director reported that there may be potential state program cuts in 2014. The state is looking at a 10% cut to some programs. One recommendation was reducing state funding to safety net clinics by $634,000.

MEDICAL DIRECTOR’S REPORT

The Medical Director would like to work on hiring another physician. He stated that we are at a viable level regarding clinical staff but we have one Board certified physician at this time and it’s important that we have two Board certified physicians on staff.

April Leiker, APRN, is going to start doing LEEP procedures. She has been to training and the equipment has been ordered. The Medical Director will oversee LEEP procedures until she feels comfortable doing them on her own.

The Medical Director and the Division Manager are looking into getting spirometry. It will help them diagnose and better treat COPD.

At the CHC staff meeting on 11/7/12, the Medical Director will highlight some clinical measures including controlled HTN and A1C control for diabetics.

The Medical Director had one Welcome to Medicare visit. He is continuing to learn the time, staff, and resource commitments for these appointments. Medical Records helped to make a checklist for these appointments and the Quality Management Specialist has been doing time studies to help work out the process for these visits.

Double-booking PDSA results should be finalized within the next couple of weeks. Martha inquired about what double booking is. The Medical Director explained it means that he has two patients in one time slot. If there are no shows or cancellations it should even out but study is determining if double-booking is causing clinic to get behind. It’s helping to improve patient access to care.

Announced that new PA's were credentialed for Blue Cross Blue Shield so they are able to see patients with that insurance. This will enable them to see more patients.

HEALTH ACCESS REPORT

Health Access has 2,381 patients at this time. They have submitted their United Way grant application and are waiting to hear back on that. They are also waiting on the outcome of the election.
NEW/MISCELLANEOUS BUSINESS
The Executive Director announced that CHC Board members have the option of receiving their board related packets electronically starting this month. She explained that it reduces cost to us and it will get the information to members faster.

ADJOURN
The meeting was adjourned at 1:23 p.m.

Minutes taken by Elly Shughart

Reviewed by:

Wanetta Bean, CHC Board Chair

Alice Weingartner, CHC Executive Director

Leading the way to a healthier Shawnee County.
November 30, 2012

Shawnee County Commission
200 SE 7th
Topeka, KS 66603

Dear Commissioners:

This letter is to recommend the reappointment of Cyrene Holt to the Board of Directors for Jayhawk Area Agency on Aging, Inc. for a three year term beginning October 1, 2012 and ending on September 30, 2015. Cyrene has an excellent attendance record for monthly meetings, and is a member of several Board committees. Thank you for adding this to the Shawnee County Commission agenda.

Sincerely,

Barbara Swimney
Administrative Assistant
November 29, 2012

TO: Board of County Commissioners
FR: Herman T. Jones
RE: Porter Lee Quartermaster Inventory System

We are upgrading our BEAST Property System to include Inventory of Fleet Maintenance. This is SOLE Source as it is an upgrade module to our current system already in place in the property room. This is being purchased from Porter Lee in the amount of $11,196.00 and will be paid from budget.

Please place this on the Thursday, December 6, 2012 consent agenda.

Sincerely,

[Signature]
Herman T. Jones
Sheriff
### Estimate

**Prepared For:**

- **Agency Name and State:** Shawnee County Sheriff's Office, KS
- **Contact Name:** Scott Askew
- **Phone:** (785) 368-2313
- **Date Quoted:** 10/30/12
- **Quoted By:** Russ Carrell

**Valid For: 90 Days**

<table>
<thead>
<tr>
<th>Description</th>
<th>Part #</th>
<th>Qty</th>
<th>Unit Cost</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software License for 1 PLC - Quarter Master workstation and server side software</td>
<td>PLC-QMASTER</td>
<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>Software License for 1 PLC - Quarter Master workstation</td>
<td>PLC-QMASTER</td>
<td>1</td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Zebra Desktop label printer - Model: GK420T (standard)</td>
<td>GK42-100310-000</td>
<td>2</td>
<td>$695.00</td>
<td>$1,390.00</td>
</tr>
<tr>
<td>Symbol USB Cordless Barcode Scanner - Model: LI4278 (1D)</td>
<td>LI4278-TRBU0100ZWR</td>
<td>1</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>White ink ribbon for Desktop printer</td>
<td>5095DK11007</td>
<td>2</td>
<td>$12.50</td>
<td>$25.00</td>
</tr>
<tr>
<td>Barcode Labels - Size: 3.25&quot; x .875&quot; / Qty: 1500 per roll</td>
<td>PLC-LBL-WHT-1500</td>
<td>2</td>
<td>$43.00</td>
<td>$86.00</td>
</tr>
<tr>
<td>Palm Kit - The palm kit consists of the following:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PLC - Inventory and Transfer software for Palm OS</td>
<td>PLC-PLMKIT</td>
<td>1</td>
<td>$1,000.00</td>
<td>$2,370.00</td>
</tr>
<tr>
<td>XP20 Palm based barcode scanner</td>
<td>PLC-PLAMAPP</td>
<td>1</td>
<td>$1,295.00</td>
<td>$1,295.00</td>
</tr>
<tr>
<td>XP20 docking and charging cradle</td>
<td>CR-XP-LC</td>
<td>1</td>
<td>$175.00</td>
<td>$175.00</td>
</tr>
<tr>
<td>Installation &amp; Training</td>
<td>PLC-INSTALLSRVC</td>
<td>1</td>
<td>$1,350.00</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>Flat Rate Travel Charge</td>
<td>PLC-TRAVEL</td>
<td>1</td>
<td>$600.00</td>
<td>$600.00</td>
</tr>
<tr>
<td>Annual Support and Maintenance Contract - Term 1 yr. PLC will auto renew.</td>
<td>PLC-SUPPORT</td>
<td>1</td>
<td>$875.00</td>
<td>$875.00</td>
</tr>
</tbody>
</table>

**Total >>>>> $11,196.00**

---

Please contact Customer Support at (847) 985-2060 with any questions or concerns.

**Thank you for your business!**
November 30, 2012

MEMO: Public Notice of Meeting

TO: Board of County Commissioners – Shawnee County

FROM: Dave Sterbenz – Chairperson of Ambulance Advisory Board
       Director Shawnee County Emergency Management
       Nelson E Casteel – Ambulance Compliance Officer
       Shawnee County Emergency Management

Public Notice of Meeting
Shawnee County Ambulance Advisory Board

The Ambulance Advisory Board will meet at the American Medical Response (AMR) Headquarters on Wednesday December 12, 2012 at 5:30 pm for their monthly meeting.

AMR is located at 401 SW Jackson Street, Topeka KS
Coordinates: Lat/Long 39.054664, -95.674086
Grid 15STD6860726246

Questions may be directed to: Chairperson Dave Sterbenz (785-233-8200 X4151)
or Ambulance Compliance Officer Nelson E Casteel (785-233-8200 X4558).

###
November 29, 2012

To: Shawnee County Board of County Commission

From: Stacey Woolington, Financial Administrator

CC: Michele Hanshaw, Purchasing

Shawnee County District Attorney requests one (1) photocopier system from the State of Kansas Plain Copier Contract #12156 and agrees to abide by the terms and conditions of this contract.

This equipment is to be installed at the following location:

Shawnee County District Attorney
200 SE 7th Street
Topeka, KS 66603

Monthly investment for this photocopier is $740.94. This will be paid annually in advance to allow a 5% discount.

Annual investment with discount is $8,446.66. This includes 426,000 images per year. Copies in excess of these stated annual minimums are to be billed at $0.003950 per black copy.

Authorized by: _____________________________

Date: ______________________________

Attest: Cynthia A. Beck

Company Representative
State of Kansas Contract Order Schedule

To: Century United Companies, Inc.

From: Chad Taylor
Phone Number: 785-233-8200-4390

RE: Equipment Order under the Contract Number 12156 (the contract) dated August 4th, 2009 by and between the State of Kansas and Century United Companies, Inc.

Bill to: Shawnee County District Attorney
200-SE 7th, Ste 214
Topeka, Kansas 66603

ATTN: Chad Taylor

Signed: ___________________ 
Printed: ___________________
Title: Chairman
Date: _____________________

I hereby acknowledge that this order is being issued under the terms of the contract and further certify that I have the authority to issue this order. Century United Companies may rely upon a facsimile and/or electronic copy of this order as an original.

I understand and agree selected equipment will remain installed for 72 consecutive months from date of installation.

Please e-mail to: state@centuryunited.com
<table>
<thead>
<tr>
<th>Order Quantity</th>
<th>Copier Options</th>
<th>Century United Part Number</th>
<th>Net Monthly Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Base Configuration</td>
<td>404189</td>
<td>$530.00</td>
</tr>
<tr>
<td>1</td>
<td>Hard Drive Kits (HDD)</td>
<td>-</td>
<td>Standard</td>
</tr>
<tr>
<td>1</td>
<td>Network Security Kit (Copy Data)</td>
<td>413985</td>
<td>Included</td>
</tr>
<tr>
<td>1</td>
<td>Advanced Office Finisher, 100 Sheet Set (SR5000) EXCHANGE</td>
<td>412981</td>
<td>Included</td>
</tr>
<tr>
<td>1</td>
<td>3-Hole Punch Option (PUS000)</td>
<td>412983</td>
<td>$11.05</td>
</tr>
<tr>
<td>1</td>
<td>Saddle Stitch Finishing Option (SEPARATE MODEL) EXCHANGE</td>
<td>404174</td>
<td>$53.83</td>
</tr>
<tr>
<td>1</td>
<td>Network Connectivity Kit (Print/Scan) (Type 1357)</td>
<td>404196</td>
<td>$45.96</td>
</tr>
<tr>
<td>1</td>
<td>Large Capacity Tray (K15030)</td>
<td>404210</td>
<td>$46.29</td>
</tr>
<tr>
<td>1</td>
<td>Power Protection Unit (220VAC 20 AMP Network/Fax)</td>
<td>414002</td>
<td>$5.68</td>
</tr>
<tr>
<td>1</td>
<td>Power Protection Unit (220V/20A)</td>
<td>220V/20A</td>
<td>$3.00</td>
</tr>
<tr>
<td>1</td>
<td>Adobe Postscript Option (Type 1357)</td>
<td>404200</td>
<td>$26.02</td>
</tr>
<tr>
<td>1</td>
<td>IEEE 1284 (Parallel Type A)</td>
<td>411699</td>
<td>$1.41</td>
</tr>
<tr>
<td>1</td>
<td>IEEE 802.11a/b/g wireless Interface (Type J)</td>
<td>414008</td>
<td>$7.15</td>
</tr>
<tr>
<td>1</td>
<td>Bluetooth Interface (Type 3245)</td>
<td>412866</td>
<td>$6.37</td>
</tr>
<tr>
<td>1</td>
<td>Gigabit Ethernet Board (Types)</td>
<td>414204</td>
<td>$6.16</td>
</tr>
<tr>
<td>1</td>
<td>Java VM Card (Type J)</td>
<td>404230</td>
<td>$1.85</td>
</tr>
<tr>
<td>1</td>
<td>File Format Converter (Type E)</td>
<td>414007</td>
<td>$8.43</td>
</tr>
</tbody>
</table>

Comments or Installation Notes:

- Baseline Configuration
- Advanced Office Finisher, 100 Sheet Set (SR5000) EXCHANGE
- 3-Hole Punch Option (PUS000)
- Saddle Stitch Finishing Option (SEPARATE MODEL) EXCHANGE
- Network Connectivity Kit (Print/Scan) (Type 1357)
- Large Capacity Tray (K15030)
- Power Protection Unit (220VAC 20 AMP Network/Fax)
- Power Protection Unit (220V/20A)
- Adobe Postscript Option (Type 1357)
- IEEE 1284 (Parallel Type A)
- IEEE 802.11a/b/g wireless Interface (Type J)
- Bluetooth Interface (Type 3245)
- Gigabit Ethernet Board (Types)
- Java VM Card (Type J)
- File Format Converter (Type E)

Estimated Monthly Copies: 38,500

---

**Political Subs**

401 SW 30th St
Topeka, KS 66611
785-267-4555

www.centuryunited.com
state@centuryunited.com
Agencies may rent from Century additional accessories not listed at a 25% discount of MSRP x rental rate factor of .830.

Upon request Agencies may choose to keep their existing copier hard drives when removed by Century, however, agencies will be charged $140.

For only the Zero Base Plan Agencies will receive a credit for the number of unused impressions in the next contract year. If at the end of the contract term Agencies have unused impressions, they will receive a refund of any unused impressions under only the Zero Base Plan.

Agencies will not be doubled billed during transition from old to new copiers.

**Group 10, Savin - PRO 1107EX**

- Finisher
- Booklet Finisher
- Copier
- LCT
TO: Board of County Commissioners

FROM: Brian W. Cole, Interim Director

DATE: December 3, 2012

SUBJECT: CONSENT AGENDA:
            Notification of Final Cost Related to Emergency Repair of ADC Primary Chiller Unit

On July 19, 2012 the Commission approved former Director Richard Kline’s request for to proceed on an emergency basis to repair the primary Adult Detention Center chiller unit. Since the exact cause of the failure could not be determined until the unit was disassembled and inspected, the request estimated the cost at $15,000.

Due to the period of extreme heat, the repair process was delayed by the need of the specialists to work on other large units throughout the state, before they were able to start work on our unit. The work was completed, but the final cost for the work was $23,619.00. Due to this significant difference between estimate and final, I have placed this notification on the Consent Agenda to advise the Commission.

Funds for the cost of the replacement will be paid out of the Detention Center budget (10DF000). Thank you for your assistance and I will be happy to answer any questions you may have.

BWC:tp

cc: Stacey Woolington, Financial Administrator
    Tim Phelps- Division Manager
SHAWNEE CO DEPT OF CORRECTIONS
ATTN: GARA
501 EAST 8TH STREET
TOPEKA KS 66607

Work Order Id: 108912
Completion Date: 10/01/2012

Work Requested:
QUOTE - CVHE 360 REPAIRS

Equipment: MISCELLANEOUS
Work Performed: PER OUR PROPOSALS:

- INSPECT THE THRUST BEARINGS AND SHAFT FOR THE CVHE 360 $8,012.00
- REPLACEMENT OF THE THRUST BEARINGS FOR THE CVHE 360 $8,776.00
- LEAK SEARCH AND REPAIR PER AL $7,131.00

INVOICE TOTAL $23,919.00

Thank you for choosing PCI Mechanical

**PLEASE INCLUDE INVOICE NUMBER WITH YOUR PAYMENT.**

**WE ACCEPT VISA AND MASTERCARD**

All applicable sales tax is included or shown above. Total amount is payable upon receipt of invoice and past due after thirty (30) days from the date of invoice, unless stated otherwise. A service charge of 1.5% per month will be added to past due accounts. True annual percentage rate is 18%. Unpaid balances past thirty (30) days may also be subject to collection and/or legal fees.
Memorandum

TO: Board of County Commissioners of Shawnee County
FROM: Donald V. Pojman, M.D.
DATE: 03 December 2012
RE: 2012 Malpractice Insurance

Please place this on the Consent Agenda for Thursday December 06, 2012.

Please consider for approval the payment of $4,325.00 to Kansas Medical Mutual Insurance Company (KaMMCO) for my medical malpractice insurance.

This item was approved for the 2012 Budget and is essential for my continued practice as a Coroner/Forensic Pathologist.

There is enough money in the 2012 Budget to pay for these items.
MEMORANDUM

TO: Board of County Commissioners
FROM: Chadwick J. Taylor, District Attorney
DATE: December 3, 2012
RE: Request for Approval

The District Attorney’s Office is hereby requesting placement on the consent agenda for the Board of County Commissioners to consider the blanket authorization for the approval of the monthly fees associated with Clear Plus Web Analytics by provider, West Thomson Reuters, our skip tracing, and investigative research provider.
Order ID: 388081

Subscriber Information

Account Address:
Account #: 1000346770
SHAWNEE COUNTY
DISTRICT ATTORNEY
200 SE 7TH ST
TOPEKA, KS 66603
US
785-233-8200-...

Shipping Address:
Account #: 1000346770
SHAWNEE COUNTY
DISTRICT ATTORNEY
200 SE 7TH ST
TOPEKA, KS 66603
US
785-233-8200-...

Billing Address:
Account #: 1000346770
SHAWNEE COUNTY
DISTRICT ATTORNEY
200 SE 7TH ST
TOPEKA, KS 66603
US
785-233-8200-...

Payment and Shipping Information

Payment Method: WestAccount
Account Number: 1000346770

Shipping Information:
Shipping Method: FREE Ground Shipping - U.S. Only

Additional Information

Created By: 0126234
Order Source: 27
Revenue Channel: 01
Order Date: 11/27/2012 2:56:07 PM
P.O. Number:

Order Contact Information

<table>
<thead>
<tr>
<th>First Name</th>
<th>Last Name</th>
<th>Email Address</th>
<th>Phone</th>
<th>Contact Description</th>
<th>Contact Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joel</td>
<td>Genrich</td>
<td><a href="mailto:Joel.Genrich@snco.us">Joel.Genrich@snco.us</a></td>
<td></td>
<td>Order Confirmation Contact</td>
<td>28</td>
</tr>
</tbody>
</table>

Internal Comments


Renewal Items

<table>
<thead>
<tr>
<th>Product</th>
<th>Material ID</th>
<th>Current Monthly Charge*</th>
<th>Renewal Term</th>
<th>% Increases during Renewal Term</th>
<th>Program Details</th>
<th>Program Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLEAR PLUS WEB ANALYTICS</td>
<td>41011157</td>
<td>179.52</td>
<td>12 Months</td>
<td>7% yr 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subscriber agrees to commit to the additional months that appear in the "Renewal Term" column above. The maximum per cent increase for the Monthly CLEAR Charges during the Renewal Term appear in the % Increases During Renewal Term column above.

*Current Monthly CLEAR Charges is/are rate(s) in effect as of the date of this Order Form and may not be the rate(s) in effect when rate(s) for the Renewal Term is/are calculated, depending on the length of the current Minimum Term or current Renewal Term.

Effective at the end of the current Minimum Term or current Renewal Term.
NON-GOVERNMENT CUSTOMERS ONLY Upon conclusion of the Renewal Term designated above, the Subscriber Agreement and this Order Form will automatically renew for consecutive 12-month periods, and the Monthly CLEAR Charges for Renewal Term(s) will increase 7% per year unless either party gives written notice of cancellation to the other party at least 30 days in advance of any Renewal Term. Additionally, West may at its discretion provide Subscriber with notice at least 60 days in advance of any Renewal Term of a Monthly CLEAR Charge increase different from 7% after which Subscriber shall have 30 days to provide West with written notice of cancellation if Subscriber does not wish to renew. Excluded Charges may be modified as set forth in the applicable Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During any Renewal Term, Subscriber’s access to and use of Westlaw shall be governed by the applicable Subscriber Agreement.

GOVERNMENT CUSTOMERS ONLY Upon conclusion of the Renewal Term designated above, Monthly CLEAR Charges are billed thereafter at then current rates. Excluded Charges and Monthly CLEAR Charges (after the Renewal Term) may be modified as set forth in the applicable Subscriber Agreement. Subscriber is responsible for all Excluded Charges as incurred. During the Renewal Term and thereafter, Subscriber’s access to and use of CLEAR shall be governed by the Subscriber Agreement.

Applicable solely to accounts that interact with, manage or house inmates or detainees

Subscriber certifies and acknowledges its understanding and acceptance of the security limits of CLEAR and Subscriber’s responsibility for controlling product, Internet and network access as follows:

- Functionality of CLEAR cannot and does not limit access to non-West Internet sites. It is the responsibility of Subscriber to control access to the Internet.
- Subscriber certifies that it shall be responsible for controlling network access to the Internet or internal Subscriber sites. Subscriber agrees to provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the CLEAR URL and West software. Subscriber must design, configure and implement its own security configuration.
- Subscriber shall not use any Data, and shall not distribute any Data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the Subscriber Agreement.

CLEAR will be accessed by Subscriber employees only for administrative or internal business purposes. All such access use will fully comply with the following restrictions:

- In no event shall anyone other than approved Subscriber employees be provided access to or control of any terminal with access to CLEAR or CLEAR data.
- Terminals with CLEAR access, access credentials, and CLEAR data will be in secured locations that do not provide inmate/detainee access.
- No access shall be outsourced or otherwise provided to third parties.
- Subscriber shall be solely responsible for ensuring that no sensitive information is made available beyond its stated permissible use.

Subscription Service, Passwords and West km Software. Subscription services may consist of updates and/or supplements to the service, including but not limited to: (a) CD-ROM Libraries: updated, replacement or supplemental CD-ROMs and online updates, and other related supplemental material; (b) Print Products: pocket parts, pamphlets, replacement or ancillary volumes; loose-leaf pages and other related supplemental materials; all of which may be billed separately at then-current rates. Subscriber hereby requests that West provide subscription services for the herein-described products at then-current rates until such subscription services are cancelled by West or cancelled upon written request by Subscriber (or as provided for in the Subscriber Agreement for CD-ROM products). Any passwords issued herein may only be used by the person to whom the password is issued and sharing of passwords is STRICTLY PROHIBITED. Subscribers licensing only LiveNote/CaseNoteBook/Timeline/Publisher Software will not be issued Westlaw passwords. Any West km software licensed hereunder must reside on a dedicated server provided and maintained by Subscriber at Subscriber’s expense, and such server must be accessible to all Subscriber’s authorized users. Subscriber’s Westlaw Doc Form Builder Data will be web hosted by West. Upon termination of any Westlaw Doc & Form Builder subscription, West will provide Subscriber access to and the ability to export related Westlaw Doc & Form Builder Data for 180 days at no charge. After a commercially reasonable time has passed, but no less than 180 days after the termination of this agreement, West will delete such Westlaw Doc & Form Builder Data.

General Provisions for Non Government Subscribers Only. This Order Form is subject to approval by West, a Thomson Reuters business ("West") in St. Paul, Minnesota, and is governed by Minnesota law. The state and federal courts sitting in Minnesota will have exclusive jurisdiction over any claim arising from or related to this agreement. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. Subscriber may be charged interest for overdue installments and subscriptions and for other open account charges. If any installments, subscriptions, subscription services, Westlaw Charges or open account charges remain unpaid 30 days after becoming due, all unmatured installments, including all amounts that are or would become due and payable for the remaining term of Subscriber’s Subscriber Agreement, shall become immediately due and payable at the sole option of West. Interest charged may be adjusted to the then-highest current rate allowable on Minnesota contracts. This Order Form is nontransferable. All collection fees, including but not limited to attorneys fees, are payable by Subscriber. Transportation and handling (FOB origin) charges will be added for print products. West may request a current financial statement and/or obtain consumer credit report on the undersigned if the undersigned is applying for credit as an individual or if the undersigned’s consumer credit information is necessary for West to consider granting credit to the aforementioned company. If Subscriber inquires whether a credit report was requested, West will provide information of such, if a report was received and the name, address and telephone number of the agency that supplied the report.

General Provisions for Government Subscribers Only. This Order Form is subject to approval by West in St. Paul, Minnesota, and is governed by the laws of Subscriber’s state. The courts sitting in Subscriber’s state will have exclusive jurisdiction over any claim arising from or related to this agreement. If Subscriber is a U.S. Federal Government subscriber, this Order Form is governed by the laws of the United States of America. Applicable sales, use,
personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Subscriber. This Order Form is non-transferable. Transportation and handling (FOB origin) will be added to print products.

Returns. If Subscriber is not completely satisfied with any print or CD-ROM product received from West, the product may be returned within 45 days of the invoice date for a full refund or credit, in accordance with West's then-current returns policies. Charges for Westlaw and West LegalEdcenter products are non-refundable.

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 388081

Subscriber by his/her signature below acknowledges his/her understanding and acceptance of the terms and conditions of the Order Form.

Signature of Authorized Representative for order

Title

Printed Name

Date

© 2012 West, a Thomson Reuters business. All rights reserved.
This agreement is between the Board of County Commissioners of the County of Shawnee, Kansas, a duly organized municipal corporation hereinafter referred to as "County," and Georgia Lee Clark, hereinafter referred to as "Contractor."

1. Contractor agrees to conduct the following:

Circle One: EVENT CLASS WORKSHOP
Circle One, two, or all: Winter/Spring 2013 Summer 2013 Fall 2013

Please provide the following information below: DESCRIPTION of the CLASS/LOCATION.

Aura Viewing, Fun With Energy, Meet Your Guides, Increase Your Psychic Awareness Workshops

2. Contractor agrees to attend all required orientations and to provide the following materials, equipment, supplies, and/or service: instruction handouts

3. County agrees to compensate Contractor at a rate of $ __60% of class revenue per workshop____ by means of a County vendor check within 2 to 4 weeks after the completion of the agreement. Contractors are required to keep their own payment records for tax purposes. When earnings exceed $600 per year, County will report Contractor earnings to the Internal Revenue Service on a 1099 form. County shall not be responsible for, nor indemnify a contractor for any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract. Contractor agrees to complete a W-9 form and provide it to the County.

4. The parties agree that this contract may be canceled if fewer than __4___ persons enroll in a class or workshop. The Director of Parks and Recreation Department or designee may cancel a class, workshop, event, or services to be rendered under this agreement due to inclement weather. Either Party may terminate this agreement by providing 48 hours notice to the other party.

5. Contractor agrees that any entertainment group must be prepared to begin performing 15 minutes prior to the opening and must be out of the facility __1/2___ hour(s) following the performance.

6. Contractor agrees that entertainers are allowed one 10 minute break during each one our played.

7. County shall not be required to purchase any insurance against loss or damage to any personal property of Contractor. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to personal property of Contractor.

8. County assumes no liability for the acts of Contractor during the times the contractor is fulfilling this contract, and except for those liabilities covered by insurance policies otherwise maintained through the County, the Contractor shall hold the County harmless for any negligent or intentional acts or omissions preformed by the Contractor. Nothing contained herein shall be construed to hold Contractor in any capacity with the County other than that of an independent contractor.

9. Contractor agrees to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment in any programs, activities, or events.
This agreement is between the Board of County Commissioners of the County of Shawnee, Kansas, a duly organized municipal corporation hereinafter referred to as “County,” and Georgia Lee Clark, hereinafter referred to as “Contractor.”

1. Contractor agrees to conduct the following:
   - Circle ONE: EVENT CLASS WORKSHOP
     - Circle One, two, or all: Winter/Spring 2013 Summer 2013 Fall 2013
   Please provide the following information below: DESCRIPTION of the CLASS/LOCATION.
   - Morning Yoga, Healthy You Yoga, Gentle Yoga, Noon Yoga,

2. Contractor agrees to attend all required orientations and to provide the following materials, equipment, supplies, and/or service: instruction

3. County agrees to compensate Contractor at a rate of $15.00 per class by means of a County vendor check within 2 to 4 weeks after the completion of the agreement. Contractors are required to keep their own payment records for tax purposes. When earnings exceed $600 per year, County will report Contractor earnings to the Internal Revenue Service on a 1099 form. County shall not be responsible for, nor indemnify a contractor for any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract. Contractor agrees to complete a W-9 form and provide it to the County.

4. The parties agree that this contract may be canceled if fewer than 4 persons enroll in a class or workshop. The Director of Parks and Recreation Department or designee may cancel a class, workshop, event, or services to be rendered under this agreement due to inclement weather. Either Party may terminate this agreement by providing 48 hours notice to the other party.

5. Contractor agrees that any entertainment group must be prepared to begin performing 15 minutes prior to the opening and must be out of the facility 1/2 hour(s) following the performance.

6. Contractor agrees that entertainers are allowed one 10 minute break during each one our played.

7. County shall not be required to purchase any insurance against loss or damage to any personal property of Contractor. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to personal property of Contractor.

8. County assumes no liability for the acts of Contractor during the times the contractor is fulfilling this contract, and except for those liabilities covered by insurance policies otherwise maintained through the County, the Contractor shall hold the County harmless for any negligent or intentional acts or omissions preformed by the Contractor. Nothing contained herein shall be construed to hold Contractor in any capacity with the County other than that of an independent contractor.

9. Contractor agrees to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment in any programs, activities, or events.
This agreement is between the Board of County Commissioners of the County of Shawnee, Kansas, a duly organized municipal corporation hereinafter referred to as "County," and Judy L. Hackler, hereinafter referred to as "Contractor."

1. Contractor agrees to conduct the following:

Circle ONE: EVENT
Circle One, two, or all: CLASS WORKSHOP
Winter/Spring 2013 Summer 2013 Fall 2013

Please provide the following information below: DESCRIPTION of the CLASS/LOCATION.

Gentle Yoga, Easy Does It Yoga (no summer).

2. Contractor agrees to attend all required orientations and to provide the following materials, equipment, supplies, and/or service: instruction.

3. County agrees to compensate Contractor at a rate of $17.00 per class by means of a County vendor check within 2 to 4 weeks after the completion of the agreement. Contractors are required to keep their own payment records for tax purposes. When earnings exceed $600 per year, County will report Contractor earnings to the Internal Revenue Service on a 1099 form. County shall not be responsible for, nor indemnify a contractor for any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract. Contractor agrees to complete a W-9 form and provide it to the County.

4. The parties agree that this contract may be canceled if fewer than 4 persons enroll in a class or workshop. The Director of Parks and Recreation Department or designee may cancel a class, workshop, event, or services to be rendered under this agreement due to inclement weather. Either Party may terminate this agreement by providing 48 hours notice to the other party.

5. Contractor agrees that any entertainment group must be prepared to begin performing 15 minutes prior to the opening and must be out of the facility 1/2 hour(s) following the performance.

6. Contractor agrees that entertainers are allowed one 10 minute break during each one our played.

7. County shall not be required to purchase any insurance against loss or damage to any personal property of Contractor. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to personal property of Contractor.

8. County assumes no liability for the acts of Contractor during the times the contractor is fulfilling this contract, and except for those liabilities covered by insurance policies otherwise maintained through the County, the Contractor shall hold the County harmless for any negligent or intentional acts or omissions performed by the Contractor. Nothing contained herein shall be construed to hold Contractor in any capacity with the County other than that of an independent contractor.

9. Contractor agrees to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment in any programs, activities, or events.
This agreement is between the Board of County Commissioners of the County of Shawnee, Kansas, a duly organized municipal corporation hereinafter referred to as “County,” and Carla S. Mumma, hereinafter referred to as “Contractor.”

1. Contractor agrees to conduct the following:
   Circle ONE: EVENT CLASS WORKSHOP
   Circle One, two, or all: Winter/Spring 2013 Summer 2013 Fall 2013

   Please provide the following information below: DESCRIPTION of the CLASS/LOCATION.
   Heal Yourself With E.F.T.

2. Contractor agrees to attend all required orientations and to provide the following materials, equipment, supplies, and/or service: instruction

3. County agrees to compensate Contractor at a rate of $25.00 per class by means of a County vendor check within 2 to 4 weeks after the completion of the agreement. Contractors are required to keep their own payment records for tax purposes. When earnings exceed $600 per year, County will report Contractor earnings to the Internal Revenue Service on a 1099 form. County shall not be responsible for, nor indemnify a contractor for any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract. Contractor agrees to complete a W-9 form and provide it to the County.

4. The parties agree that this contract may be canceled if fewer than 4 persons enroll in a class or workshop. The Director of Parks and Recreation Department or designee may cancel a class, workshop, event, or services to be rendered under this agreement due to inclement weather. Either Party may terminate this agreement by providing 48 hours notice to the other party.

5. Contractor agrees that any entertainment group must be prepared to begin performing 15 minutes prior to the opening and must be out of the facility 1/2 hour(s) following the performance.

6. Contractor agrees that entertainers are allowed one 10 minute break during each one our played.

7. County shall not be required to purchase any insurance against loss or damage to any personal property of Contractor. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to personal property of Contractor.

8. County assumes no liability for the acts of Contractor during the times the contractor is fulfilling this contract, and except for those liabilities covered by insurance policies otherwise maintained through the County, the Contractor shall hold the County harmless for any negligent or intentional acts or omissions performed by the Contractor. Nothing contained herein shall be construed to hold Contractor in any capacity with the County other than that of an independent contractor.

9. Contractor agrees to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment in any programs, activities, or events.
This agreement is between the Board of County Commissioners of the County of Shawnee, Kansas, a duly organized municipal corporation hereinafter referred to as “County,” and Amanda R. Petrik, hereinafter referred to as “Contractor.”

1. Contractor agrees to conduct the following:
   Circle ONE: EVENT CLASS WORKSHOP
   Circle One, two, or all: Winter/Spring 2013 Summer 2013 Fall 2013

   Please provide the following information below: DESCRIPTION of the CLASS/LOCATION.

   Zumba, Zumba Toning.

2. Contractor agrees to attend all required orientations and to provide the following materials, equipment, supplies, and/or service: instruction

3. County agrees to compensate Contractor at a rate of $19.00 per class by means of a County vendor check within 2 to 4 weeks after the completion of the agreement. Contractors are required to keep their own payment records for tax purposes. When earnings exceed $600 per year, County will report Contractor earnings to the Internal Revenue Service on a 1099 form. County shall not be responsible for, nor indemnify a contractor for any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract. Contractor agrees to complete a W-9 form and provide it to the County.

4. The parties agree that this contract may be canceled if fewer than 4 persons enroll in a class or workshop. The Director of Parks and Recreation Department or designee may cancel a class, workshop, event, or services to be rendered under this agreement due to inclement weather. Either Party may terminate this agreement by providing 48 hours notice to the other party.

5. Contractor agrees that any entertainment group must be prepared to begin performing 15 minutes prior to the opening and must be out of the facility 1/2 hour(s) following the performance.

6. Contractor agrees that entertainers are allowed one 10 minute break during each one hour played.

7. County shall not be required to purchase any insurance against loss or damage to any personal property of Contractor. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to personal property of Contractor.

8. County assumes no liability for the acts of Contractor during the times the contractor is fulfilling this contract, and except for those liabilities covered by insurance policies otherwise maintained through the County, the Contractor shall hold the County harmless for any negligent or intentional acts or omissions performed by the Contractor. Nothing contained herein shall be construed to hold Contractor in any capacity with the County other than that of an independent contractor.

9. Contractor agrees to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment in any programs, activities, or events.
SHAWNEE COUNTY CONTRACT NO. ___________ VENDOR NO. __________

SHAWNEE COUNTY PARKS & RECREATION
3137 SE 29TH STREET, TOPEKA, KS 66605
785.267.1156

This agreement is between the Board of County Commissioners of the County of Shawnee, Kansas, a duly organized municipal corporation hereinafter referred to as “County,” and Laura Ann Smith hereinafter referred to as “Contractor.”

1. Contractor agrees to conduct the following:
   Circle ONE: EVENT
   Circle One, two, or all: (Winter/Spring 2013 Winter/Summer 2013 Fall 2013)
   Please provide the following information below: DESCRIPTION of the CLASS/LOCATION.
   Boxing for Fitness

2. Contractor agrees to attend all required orientations and to provide the following materials, equipment, supplies, and/or service: instruction

3. County agrees to compensate Contractor at a rate of $15.00 per class by means of a County vendor check within 2 to 4 weeks after the completion of the agreement. Contractors are required to keep their own payment records for tax purposes. When earnings exceed $600 per year, County will report Contractor earnings to the Internal Revenue Service on a 1099 form. County shall not be responsible for, nor indemnify a contractor for any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract. Contractor agrees to complete a W-9 form and provide it to the County.

4. The parties agree that this contract may be canceled if fewer than 4 persons enroll in a class or workshop. The Director of Parks and Recreation Department or designee may cancel a class, workshop, event, or services to be rendered under this agreement due to inclement weather. Either Party may terminate this agreement by providing 48 hours notice to the other party.

5. Contractor agrees that any entertainment group must be prepared to begin performing 15 minutes prior to the opening and must be out of the facility 1/2 hour(s) following the performance.

6. Contractor agrees that entertainers are allowed one 10 minute break during each one our played.

7. County shall not be required to purchase any insurance against loss or damage to any personal property of Contractor. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to personal property of Contractor.

8. County assumes no liability for the acts of Contractor during the times the contractor is fulfilling this contract, and except for those liabilities covered by insurance policies otherwise maintained through the County, the Contractor shall hold the County harmless for any negligent or intentional acts or omissions preformed by the Contractor. Nothing contained herein shall be construed to hold Contractor in any capacity with the County other than that of an independent contractor.

9. Contractor agrees to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment in any programs, activities, or events.
MEMORANDUM

TO: Board of County Commissioners

FROM: Cynthia A. Beck, County Clerk

RE: Litigation

DATE: December 3, 2012

Please acknowledge receipt of Summons in the following cases in the District Court of Shawnee County, Kansas:

CASE NO: 12C001251 Wells Fargo Bank National Association vs. Board of County Commissioners of Shawnee County, Kansas et. al.
CASE NO: 12C001256 Wells Fargo Bank National Association vs. Board of County Commissioners of Shawnee County, Kansas et. al.
CASE NO: 12C001264 Wells Fargo Bank National Association vs. Board of County Commissioners of Shawnee County, Kansas et. al.
CASE NO: 12C001267 Wells Fargo Bank National Association vs. Board of County Commissioners of Shawnee County, Kansas et. al.
CASE NO: 12C001281 Wells Fargo Financial Kansas Inc. vs. Board of County Commissioners of Shawnee County, Kansas et. al.

which were received in the office of the Shawnee County Clerk and forwarded to the County Counselor on this date.

Attachment
SUMMONS

To the above named Defendant,
You are hereby notified that an action has been commenced against you in this court. If you wish to dispute the claim, you are required to file your answer to the Petition with the court and serve a copy upon:

SHAWN SCHARENBOG
KOZENY & MCCUBBIN LC
12400 OLIVE BLVD SUITE 555
ST LOUIS, MO 63141
Attorney for Plaintiff 1

Within twenty-one (21) days of service upon you. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Petition. Any related claim which you may have against the plaintiff must be stated as a counter claim in your answer, or you will be barred from making such claim in any other action.

Dated 21 November, 2012

---------------------------------------------
Official
Seal of the District Court
Shawnee County, Kansas
29 January MDCCCLXI

Angela M. Callahan
Clerk of the District Court

By X2Z2E5XPXU
Deputy Clerk
IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

Wells Fargo Bank, National Association, Plaintiff,
vs.

Joyce Winans
Serve at:
2929 SE Minnesota Ave
Apt 214
Topeka, KS 66605-2559

William W Winans [Deceased]
AKA William Winans
Serve at:
No Summons to Issue

Unknown Spouse of
Joyce Winans
Serve at:
2929 SE Minnesota Ave
Apt 214
Topeka, KS 66605-2559

Unknown Occupant
Serve at:
2507 SE Indiana Ave
Topeka, KS 66605

Case No. 26125
Div. No. __
State of Kansas,
acting through the Department of Social and Rehabilitation Services
Office of the Attorney General
Serve at:
603 North Docking State Office Building
915 Southwest Harrison Street
Topeka, KS 66612

The Board of County Commissioners of the County of Shawnee, Kansas
Office of the Shawnee County Clerk
Serve at:
200 E 7th
Room 107
Topeka, KS 66603

Defendants.

Petition Pursuant to K.S.A. Chapter 60

PETITION FOR FORECLOSURE OF MORTGAGE

COMES NOW, Plaintiff, Wells Fargo Bank, National Association, and for its cause of action against the Defendants states as follows:

1. Plaintiff is a corporation duly organized and existing by virtue of law.

2. Venue is proper in this District by way of the subject matter, i.e., the foreclosure of a mortgage on certain real estate located in the County of Shawnee, State of Kansas.

3. On or about September 15, 2008, William W Winans [Deceased] AKA William Winans, Joyce Winans [hereinafter "Borrower(s)"] borrowed money from, executed and delivered to Wells Fargo Bank, National Association, a Note, payable in monthly installments, in the original principal sum of $56,326.04, together with interest as stated. A true and correct copy of the Note is attached and incorporated by reference as if fully set forth as Exhibit 1.

4. As a part of the loan transaction and in order to secure payment of the Note, Borrower(s) executed and delivered to Wells Fargo Bank, National Association, a Mortgage of the same date upon the following described real estate:
1232600394 personal service by sheriff
DISTRIBUT COURT OF SHAWNEE COUNTY KANSAS
200 East 7th
Topeka, Kansas 66603
Division 01
Chapter 60
Case Number 12C 001256

VS.

BOARD OF COUNTY COMMISSIONERS SHAWNEE COUNTY KS
Defendant 9

SUMMONS

To the above named Defendant,

You are hereby notified that an action has been commenced against you in this court. If you wish to dispute the claim, you are required to file your answer to the Petition with the court and serve a copy upon:

SHAWN SCHARENBORG
KOZENY & MCCUBBIN LC
12400 OLIVE BLVD SUITE 555
ST LOUIS, MO 63141
Attorney for Plaintiff 1

Within twenty-one (21) days of service upon you. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Petition. Any related claim which you may have against the plaintiff must be stated as a counter claim in your answer, or you will be barred from making such claim in any other action.

Dated 21 November, 2012

-------------------------------------------
Official
Seal of the District Court
Shawnee County, Kansas
29 January MDCCCLXI
-------------------------------------------

Angela M. Callahan
Clerk of the District Court

By
Deputy Clerk
IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

Wells Fargo Bank, National Association, Plaintiff,

vs.

Doris L Bauer [Deceased]
AKA Doris Lee Bauer
AKA Doris Bauer
Serve at:
No Summons to Issue

Capital One Bank (USA), N.A.
Serve at:
4851 Cox Rd
Glen Allen, VA 23060

Jerry M Bauer
Serve at:
2336 SW Ashworth Pl
Topeka, KS 66614

Richard W Bauer
Serve at:
2944 SW Wayne Ave
Apt 33
Topeka, KS 66611

Linda L Berry
Serve at:
8237 SE Ratner Rd
Berryton, KS 66409

Case No. 1AC1256
Div. No. 1
Unknown Spouse of
Jerry M Bauer
Serve at:
2336 SW Ashworth Pl
Topeka, KS 66614

Unknown Spouse of
Linda L Berry
Serve at:
8237 SE Ratner Rd
Berryton, KS 66409

Unknown Occupant
Serve at:
2931 SW Wayne Ave
Topeka, KS 66611

The Board of County Commissioners
of the County of Shawnee, Kansas
Serve at:
Office of the Shawnee County Clerk
200 E 7th
Room 107
Topeka, KS 66603

Unknown Spouse of
Richard W Bauer
Serve at:
2944 SW Wayne Ave
Topeka, KS 66611

United States of America, acting through
the Secretary of Housing
and Urban Development
Serve at:
Office of the US Attorney
290 Federal Bldg
444 SE Quincy St
Topeka, KS 66683

; and a certified copy to

Office of the Attorney General
of the United States of America
5111 Main Justice Bldg, NW
10th and Constitution Ave
Washington, DC 20530
Defendants.

Petition Pursuant to K.S.A. Chapter 60

PETITION FOR FORECLOSURE OF MORTGAGE

COMES NOW Plaintiff, Wells Fargo Bank, National Association, for its cause of action against the Defendants, and states as follows:

1. Plaintiff is a corporation duly organized and existing by virtue of law.

2. Venue is proper in this District by way of the subject matter, i.e., the foreclosure of a mortgage on certain real estate located in the County of Shawnee, State of Kansas.

3. On or about June 23, 2010, Doris L Bauer [Deceased] AKA Doris Lee Bauer AKA Doris Bauer [hereinafter "Borrower(s)"] borrowed money from, and executed and delivered to Wells Fargo Bank, National Association, a Note, payable in monthly installments, in the original principal sum of $159,750.00 together with interest as stated. A true and correct copy of the Note is attached and incorporated by reference as if fully set forth as Exhibit 1.

4. As a part of the loan transaction and in order to secure payment of the Note, Borrower(s) executed and delivered to Wells Fargo Bank, National Association, a Mortgage of the same date upon the following described real estate:

   LOT 34, WAYNE AVENUE, SUNNYMEDE SUBDIVISION NO. 2, IN THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS.

   known and numbered as 2931 SW Wayne Ave, Topeka, KS 66611. The Mortgage was duly recorded on June 28, 2010, in the Office of the Register of Deeds of Shawnee County, Kansas, in Book 4814 Page 78. The Mortgage tax was paid. A true and correct copy of the Mortgage is attached and incorporated by reference as if fully set forth as Exhibit 2.

5. Wells Fargo Bank, National Association is the current legal holder of the debt, and possesses all rights, including the right of enforcement of the Note and Mortgage.

6. Borrowers no longer occupies the property as her principal residence. For this reason the Note and
WELLS FARGO BANK NATIONAL ASSOCIATION
Plaintiff 1

VS.

BOARD OF COUNTY COMMISSIONERS SHAWNEE COUNTY KS
Defendant 5

SUMMONS

To the above named Defendant,
You are hereby notified that an action has been commenced against you in this court. If you wish to dispute the claim, you are required to file your answer to the Petition with the court and serve a copy upon:

SHAWN SCHARENBOURG
KOZENY & MCCUBBIN LC
12400 OLIVE BLVD SUITE 555
ST LOUIS, MO 63141
Attorney for Plaintiff 1

Within twenty-one (21) days of service upon you. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Petition. Any related claim which you may have against the plaintiff must be stated as a counter claim in your answer, or you will be barred from making such claim in any other action.

Dated 26 November, 2012

----------------------------------------
Official Seal of the District Court
Shawnee County, Kansas
29 January MDCCCLXI

----------------------------------------
Angela M. Callahan
Clerk of the District Court

By
Deputy Clerk
IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

Wells Fargo Bank, National Association,               Case No. 12CI264

Plaintiff,

vs.

Ian M Robbins
Serve at:
2553 SE Alexander Dr
Topeka, KS 66605

Kelly D Robbins
Serve at:
2553 SE Alexander Dr
Topeka, KS 66605

Justin K Holstin
Serve at:
500 NE Chester Avenue
Topeka, KS 66616

Jaime Holstin AKA Jamie L Holstin AKA Jamie Lea Hardison
Serve at:
500 NE Chester Avenue
Topeka, KS 66616

The Board of County Commissioners of the County of Shawnee, Kansas
Serve at:
Office of the Shawnee County Clerk
200 E 7th, Room 107
Topeka, KS 66603
State of Kansas, acting through the Department of Labor
Serve at:
Delinquent Account Unit
401 SW Topeka Blvd
Topeka, KS 66603

Capital One Bank, National Association
Serve at:
4851 Cox Road
Glen Allen, VA 23060

Citibank (South Dakota) National Association
Serve at:
701 E 60th St N
Sioux Falls, SD 57104

Midland Funding LLC
Serve at:
c/o Corporation Service Company
200 SW 30th St
Topeka, KS 66611

Gary J Holstin
Serve at:
15312 S Dice Lane
Olathe, KS 66062

Leslie S Holstin
Serve at:
15923 W 162nd St
Olathe, KS 66062

Linda K Holstin
Serve at:
15312 S Dice Lane
Olathe, KS 66062

Matthew J Holstin
Serve at:
15923 W 162nd St
Olathe, KS 66062
WELLS FARGO BANK NATIONAL ASSOCIATION  
Plaintiff 1

VS.

BOARD OF COUNTY COMMISSIONERS SHAWNEE COUNTY KS  
Defendant 7

SUMMONS

To the above named Defendant,
You are hereby notified that an action has been commenced against you in this court. If you wish to dispute the claim, you are required to file your answer to the Petition with the court and serve a copy upon:

___ SHAWN SCARENBORG ___
KOZENY & MCCUBBIN LC
12400 OLIVE BLVD SUITE 555
ST LOUIS, MO 63141
Attorney for Plaintiff 1

Within twenty-one (21) days of service upon you. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Petition. Any related claim which you may have against the plaintiff must be stated as a counter claim in your answer, or you will be barred from making such claim in any other action.

Dated 26 November, 2012

-------------------------------  
Official Seal of the District Court  
Shawnee County, Kansas  
29 January MDCCCLXI

-------------------------------  
Angela M. Callahan  
Clerk of the District Court

By
Deputy Clerk
IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

Wells Fargo Bank, National Association, Plaintiff,

vs.

Humphrey Mulenga
AKA Humphrey M Mulenga
Serve at:
5701 SW Quail Cove Circle
Topeka, KS 66614

Maria Mulenga
AKA Venus Maria Mulenga
AKA Venus M Mulenga
Serve at:
322 New Jersey Ave
Holton, KS 66436

Capital One Bank (USA), N.A.
Serve at:
4851 Cox Road
Glen Allen, VA 23060

Unknown Spouse of Humphrey Mulenga
AKA Humphrey M Mulenga
Serve at:
5701 SW Quail Cove Circle
Topeka, KS 66614
Unknown Spouse of
Maria Mulenga
AKA Venus Maria Mulenga
AKA Venus M Mulenga
Serve at:
322 New Jersey Ave
Holton, KS 66436

Unknown Occupant
Serve at:
5701 SW Quail Cove Circle
Topeka, KS 66614

The Board of County Commissioners of the County of Shawnee, Kansas
Serve at:
Office of the Shawnee County Clerk
200 E 7th Room 107
Topeka, KS 66603

State of Kansas,
acting through the Department of Social and Rehabilitation Services
Office of the Attorney General
Serve at:
603 N Docking State Office Bldg
915 SW Harrison St
Topeka, KS 66612

Defendants.

Petition Pursuant to K.S.A. Chapter 60

PETITION FOR FORECLOSURE OF MORTGAGE

COMES NOW, Plaintiff, Wells Fargo Bank, National Association, and for its cause of
action against the Defendants states as follows:

1. Plaintiff is a corporation duly organized and existing by virtue of law.

2. Venue is proper in this District by way of the subject matter, i.e., the foreclosure of a
mortgage on certain real estate located in the County of Shawnee, State of Kansas.

3. On or about November 2, 2007, Humphrey Mulenga AKA Humphrey M Mulenga [hereinafter
SUMMONS

To the above named Defendant,
You are hereby notified that an action has been commenced against you in this court. If you wish to dispute the claim, you are required to file your answer to the Petition with the court and serve a copy upon:

SHAWN SCHARENBOG
KOZENY & MCCUBBIN LC
12400 OLIVE BLVD SUITE 555
ST LOUIS, MO 63141
Attorney for Plaintiff 1

Within twenty-one (21) days of service upon you. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Petition. Any related claim which you may have against the plaintiff must be stated as a counter claim in your answer, or you will be barred from making such claim in any other action.

Dated 29 November, 2012

---------------------------------------------
Official
Seal of the District Court
Shawnee County, Kansas
29 January MDCCCLXI

---------------------------------------------

Angela M. Callahan
Clerk of the District Court

By X2Z2E5XPU
Deputy Clerk
IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

Wells Fargo Financial Kansas, Inc., Case No. 12 CI-41
Plaintiff,

vs.

Glen A Schulte
AKA Glen Schulte
Serve at:
301 N 70th Terrace
Apt 131
Kansas City, KS 66112

Unknown Spouse of
Glen A Schulte
AKA Glen Schulte
Serve at:
301 N 70th Terrace
Apt 131
Kansas City, KS 66112

Unknown Occupant
Serve at:
1320 SW Buchanan Street
Topeka, KS 66604

The Board of County Commissioners
of the County of Shawnee, Kansas
Serve at:
Office of the Shawnee County Clerk
200 E 7th
Room 107
Topeka, KS 66603

Defendants.

Petition Pursuant to K.S.A. Chapter 60
PETITION FOR FORECLOSURE OF MORTGAGE

COMES NOW, Plaintiff, Wells Fargo Financial Kansas, Inc., and for its cause of action against the Defendants states as follows:

1. Plaintiff is a corporation duly organized and existing by virtue of law.

2. Venue is proper in this District by way of the subject matter, i.e., the foreclosure of a mortgage on certain real estate located in the County of Shawnee, State of Kansas.

3. On or about August 14, 2006, Glen A Schulte AKA Glen Schulte [hereinafter "Borrower(s)"] borrowed money from, executed and delivered to Wells Fargo Financial Kansas, Inc., a Note, payable in monthly installments, in the original principal sum of $82,858.78, together with interest as stated. A true and correct copy of the Note is attached and incorporated by reference as if fully set forth as Exhibit 1.

4. As a part of the loan transaction and in order to secure payment of the Note, Borrower(s) executed and delivered to Wells Fargo Financial Kansas, Inc., a Mortgage of the same date upon the following described real estate:

   LOTS 554 AND 556 ON BUCHANAN STREET, IN THROOP’S 4TH ADDITION TO THE CITY OF TOPEKA, SHAWNEE COUNTY, KANSAS.

   known and numbered as 1320 SW Buchanan Street, Topeka, KS 66604. The Mortgage was duly recorded on August 18, 2006, in the Office of the Register of Deeds of Shawnee County, Kansas, in Book 4396 Page 27. The Mortgage tax was paid. A true and correct copy of the Mortgage is attached and incorporated by reference as if fully set forth as Exhibit 2.

5. Wells Fargo Financial Kansas, Inc. is the current legal holder of the debt, and possesses all rights, including the right of enforcement of the Note and Mortgage.

6. Borrower(s) has failed and refused to make the payments as provided for in the Note and Mortgage, and said contracts are delinquent and the last payment received was the payment due February 18, 2012 and Borrower(s) remains due for all payments and interest from that date forward.
TO: Commissioner Ensley  
Commissioner Thomas  
Commissioner Buhler

FROM: Cathy Leonhart

RE: Contract Approval  
Beechglen Contract

DATE: December 3, 2012

Please consider approval of our Beechglen Development Contract for Support Services for the HP300.

The payment rates are reflected on the first page and are billed quarterly.

Thank you for your consideration.

CSL/cl
Beechglen Development
4219 Harrison Avenue, Cincinnati, OH 45211 (513) 922-0509 Fax (513) 347-2834

SUPPORT SERVICES AGREEMENT

Service Agreement for:
Harrison County Courthouse
East Seventh Street Room 305
Topeka, KS 66603

Annual Contract Period: 1/1/2013 through 12/31/2013

Item Model: HP3000 Series 979KS/100

Payment Rates:
$7,011.00 per Year AMS Telephone Support
$11,736.00 per Year Hardware Maintenance
$6,480.00 per Year Hot-Site Service
$24,227.00 Total per Year, invoiced Quarterly

Between Beechglen as Contractor and Customer named above, for the purpose of maintaining certain computer support services as listed in accordance with the Customer Support Services Agreement (Agreement),

I. Provision of Services: Contractor will provide the support services described in the exhibits, which are attached or subsequently added to the Agreement in accordance with the terms and conditions contained herein. Contractor shall perform services in a professional manner and in accordance with generally recognized practices and standards.

II. Orders: Customer may at any time request to add or remove equipment to/from the Agreement. Any requests to add additional equipment are subject to inspection and acceptance by Contractor, per the provisions in Section V, Eligible Equipment.

III. Charges: A. The charges specified are those currently in effect and are exclusive of use, sales, value added and similar taxes which will be separately invoiced. B. Contractor may increase the charges provided that Contractor notifies Customer in writing of any such increase at least sixty (60) days prior to invoicing the increased rate. Contractor will maintain payment rate for six (6) months from the date of this Agreement. Contractor may increase the charges at any time. Agreements are reviewed every 12 twelve months or upon anniversary date. C. All services are paid according to the terms of the invoices, either monthly, quarterly, semi-annually, or annually. Customer will receive a pro rata refund only for the unused service period. D. Charges for services not covered by this Agreement, services performed outside the specified periods of coverage and commercial travel and per diem expenses not included in the specified coverage must be negotiated separately and will be invoiced separately at agreed upon rates.

IV. Payment: A. Charges for the specified services will be invoiced to Customer in advance. Any other charges will be invoiced as they are incurred. B. All payments for services can be paid monthly, quarterly, semi-annually or annually. Contractor reserves the right to change the credit terms applicable to Customer when in Contractor's opinion the financial condition or previous payment record of Customer so warrants. C. Services may be withheld if
Customer's account is delinquent beyond 30 (thirty) days, service thereafter may be subject to Time and Material billing, payable at the time service is rendered.

V. Eligible Products: A. Products must be in normal operating condition and at current specified revision levels in order to be eligible for services under this Agreement. Equipment must be in good working condition and have operated continuously for 30 days, without error, for maintenance eligibility. Any new hardware added within the Agreement period must be of current Hewlett Packard revision level and operate continuously for 30 days, without error to be included in the Agreement. B. Any work performed by Contractor to return products to normal operating condition or to bring them to the current revision level prior to including them under this Agreement will be invoiced to Customer at Contractor's standard service rate. Does not apply to products currently listed in Exhibit #1.

VI. Modifications to Products: Contractor may, at no additional charge and with notification to customer, make modifications to the equipment to improve their operation and/or reliability to comply with legal requirements, provided modification does not adversely affect customers use of equipment.

VII. Relocation of Products: Customer must give Contractor advance, written notice prior to relocating any equipment, except for personal workstation equipment relocated within the original site. Equipment relocated may be subject to additional support charges and modification of response time. Site inspections and cabling changes may be chargeable to Customer.

VIII. Warranty: The Contractor warrants all replacement parts furnished and installed by the Contractor. Parts furnished by other vendors will be considered for maintenance after 30 days continuous, successful operation.

IX. Remedies and Liability: A. For any breach of this Agreement by Contractor, Customer's remedy shall be limited to the refund of support charges paid, however, that Contractor will not be liable for failure or delays in the performance of its obligations hereunder due to causes beyond its control. B. Contractor will be liable for damages to the property directly caused by Contractor's sole negligence provided that Contractor's total liability does not exceed the greater of $50,000.00 or the purchase price of the specific product being serviced that caused the damage. C. THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. EXCEPT AS PROVIDED IN SECTION 10B. NO EVENT SHALL CONTRACTOR OR ITS SUBCONTRACTORS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS), HOWEVER BASED.

X. Limitations of Service: A. Services are provided for qualified devices. Products not supplied or not qualified by Contractor and products for which Customer does not allow Contractor to incorporate engineering improvements will be considered nonqualified devices. Customer is responsible for removing nonqualified devices to allow Contractor to service the qualified equipment. If performance of services is made more difficult or impaired because of a nonqualified device, Contractor will charge Customer for the increased efforts at Contractor standard service rates. B. Services do not include repairs to products caused by: 1. Use of media, supplies and consumables or such items not designed for the use with the products serviced under this Agreement. 2. Accident, natural disasters, fire or water damage, neglect, improper use, acts of war, riots, strikes, lightning or electrical disturbances, damage during transportation by Customer, work performed or modifications made by personnel other than Contractor's employees or subcontractors, or other causes beyond Contractor's control. C. Services do not include electrical work external to the equipment, refinishing the equipment or furnishing materials for that purpose, or replacement of operating supplies and consumables.

XI. Customer's Responsibilities: A. Customer will provide Contractor's service personnel with operating supplies and consumables such as paper, magnetic tapes, ribbons, format tapes, disk cartridges, print heads and such similar items as Customer would use during
normal operation. B. Customer is responsible for the security of its proprietary and confidential information. In the course of providing support services to Customer, Contractor may be exposed to certain confidential information. Such confidential information shall include, but not be limited to, information concerning Customer's business affairs, finances, properties, methods of operation and other data ("Confidential Information"). This Confidential Information is reasonably understood by the Contractor to be proprietary and confidential. Contractor agrees that it will not disclose such Confidential Information to any third party and shall treat the same in the same manner as it treats its own confidential and proprietary information. C. Customer is responsible for maintaining a procedure external to the products for reconstruction of lost or altered files, data or programs. D. A representative of Customer must be present at Customer's site at all times when services are being performed by Contractor on site. E. Customer must notify Contractor if any equipment covered under this Agreement is being used in an environment, which poses a potential health hazard to Contractor's personnel. Contractor may require such products to be maintained by the Customer under direct Contractor supervision.

XI. Term and Termination: A. This Agreement will commence on the effective date specified above and end upon the termination by either party. B. Customer or Contractor may terminate any order issued under this Agreement, delete products serviced, or terminate this agreement at any time with 30 day written notice. C. The minimum term of any order is 18 full months unless otherwise agreed, and unless terminated earlier as provided in subparagraph B, and all others will continue until terminated by either party under the provision thereof.

XII. Miscellaneous: A. Neither party may assign any rights or obligations under this Agreement without the prior consent of the other. B. Any disputes arising in connection with this Agreement will be governed by and construed in accordance with the laws of the State of Ohio. The courts within the State of Ohio will have jurisdiction.

XIII. Exhibits: A. The exhibits listed are attached to and made part of this Agreement. Exhibit #1 Hardware Support, Exhibit #2 Software Support. B. Contractor may revise exhibits with 30 day written notice to the Customer. C. Contractor may offer new exhibits by forwarding a copy to Customer. An order to provide any services specified in such new exhibits will constitute acceptance by Customer and such new exhibits will be included in this Agreement.

XIV. Additional Authorization: If an Additional Authorization page is attached, Customer authorizes Contractor to accept order directly from the organizations listed under the terms and conditions specified herein.

IN WITNESS WHEREOF,

[Signatures]

BECHGLEN DEVELOPMENT INC.

CUSTOMER

Date 11/8/12

By ________________________________
Name ________________________________
Title Director of Technical Support
Date 11/8/12

By ________________________________
Name ________________________________
Title ________________________________
Date ________________________________
### Exhibit #1 Hardware Support Services

**System:** HP3000 Series 979KS/100

**Support Response:**
- **DAYS/WEEK:** 5
- **RESPONSE TIME IN HOURS:** 6
- **HOURS/DAY:** 9

***Excluding Preferred Systems Holidays***

<table>
<thead>
<tr>
<th>MODEL #</th>
<th>SERIAL #</th>
<th>DESCRIPTION</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>5568B</td>
<td>4040809446</td>
<td>HP3000 979KS/100 Base Server Solution</td>
<td>(4) 256 MB memory board for K class</td>
</tr>
<tr>
<td>A5520A</td>
<td>1010790</td>
<td>Disk Array Model 20</td>
<td></td>
</tr>
<tr>
<td>258A</td>
<td></td>
<td>100 BaseT Lan Adapter</td>
<td>(2) HP-PB FWDSCSI-2 host adapter</td>
</tr>
<tr>
<td>2556A</td>
<td></td>
<td>HP-PB SCLI host adapter</td>
<td></td>
</tr>
<tr>
<td>2562A</td>
<td></td>
<td>12 GB DDS 3 DAT tape drive</td>
<td></td>
</tr>
<tr>
<td>6522A</td>
<td>US62245610</td>
<td>SMART Desktop SE DDS3 DAY module</td>
<td></td>
</tr>
<tr>
<td>6370A</td>
<td>3342F01468</td>
<td>DTC72MX Communication Server</td>
<td></td>
</tr>
<tr>
<td>5340A</td>
<td>3144F05801</td>
<td>DTC16 Datacomm Terminal Controller</td>
<td></td>
</tr>
<tr>
<td>2354A</td>
<td></td>
<td>Datacommunications/Terminal Controller</td>
<td></td>
</tr>
<tr>
<td>2345A</td>
<td></td>
<td>Datacommunications/Terminal Controller</td>
<td></td>
</tr>
<tr>
<td>8764A</td>
<td></td>
<td>Datacommunications/Terminal Controller</td>
<td></td>
</tr>
<tr>
<td>2543A</td>
<td></td>
<td>(17) Add on 17.8GB Disk Drive Module</td>
<td></td>
</tr>
<tr>
<td>3530MT3U</td>
<td>WS0235152148</td>
<td>APC Smart UPS 3000</td>
<td></td>
</tr>
</tbody>
</table>

**Preferred Systems Holiday Schedule***

<table>
<thead>
<tr>
<th>Year</th>
<th>Month</th>
<th>Day</th>
<th>Holiday</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>January</td>
<td>01</td>
<td>Tuesday</td>
</tr>
<tr>
<td>2013</td>
<td>May</td>
<td>27</td>
<td>Monday</td>
</tr>
<tr>
<td>2013</td>
<td>July</td>
<td>04</td>
<td>Thursday</td>
</tr>
<tr>
<td>2013</td>
<td>September</td>
<td>02</td>
<td>Monday</td>
</tr>
<tr>
<td>2013</td>
<td>November</td>
<td>28</td>
<td>Thursday</td>
</tr>
<tr>
<td>2013</td>
<td>November</td>
<td>29</td>
<td>Friday</td>
</tr>
<tr>
<td>2013</td>
<td>December</td>
<td>24</td>
<td>Tuesday</td>
</tr>
<tr>
<td>2013</td>
<td>December</td>
<td>25</td>
<td>Wednesday</td>
</tr>
</tbody>
</table>

*Battery not included*
Exhibit #2

Software Support Services

Systems Supported:

HP3000 Series 979XS/100
Exhibit 3 – Hot Site Services

WHEREAS, Beechglenn owns and operates a computer facility at its principal location at 4219 Harrison Avenue Cincinnati, Ohio 45211 and has an HP3000 computer system at such location ("Beechglenn's System") functionally equivalent to Customer's current HP3000.

WHEREAS, Customer desires to have a condition ready computer system ("Hot Site") available to it for event a disaster occurs which prevents Customer's System at its principal location at above.

NOW, THEREFORE, in consideration of the fees and other charges to be paid and the covenants contained, the parties agree as follows:

I. Use of Hot-Site

A. Beechglenn shall, upon 24 hours prior to notification by Customer of a disaster (as herein defined) by the receipt of applicable computer tapes, make available to Customer the Hot-Site as described and equipped in Exhibit 3A attached hereto, and made a part of hereof. A "Disaster" is any calamity of sudden occurrence or unforeseen circumstance that prevents Customer for operating Customer's System at its location above.

B. Customer shall be entitled to operate Beechglenn's System for Customer's own use as long as Customer, in its sole judgment, deems that Customer needs Beechglenn's System.

II. Fees

A. Customer shall pay Beechglenn a daily occupancy fee of $500 for each day, or portion of a day, that Customer utilizes Beechglenn's System. This fee for all electrical and other utility charges used in connection with Customer's utilization of Beechglenn's System. Customer shall, at its own expense, provide all personnel for operation of Beechglenn's System. Beechglenn will provide consulting to install Customer's software, maintain Beechglenn's System and help resolve computer problems. Customer shall be entitled to twenty-four (24) hours of testing time per year, at no additional charge and at a time mutually agreed upon by Beechglenn and Customer. "Testing Time" is to be used by Customer, with Beechglenn's assistance to develop Customer's procedures and train Customer's personnel in the use of Beechglenn's System and will be provided whether or not a disaster occurs.

III. Warranty: Limitation of Liability

A. Beechglenn hereby represents and warrants that it will maintain the Hot-Site in accordance with the specifications set forth in Exhibit 3A attached hereto, and will make the Hot-Site available to Customer as set forth above. Customer acknowledges that it has examined the Hot-Site and determined that it is adequate and appropriate for its needs.

B. THE WARRANTIES STATED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING OUT OF THIS AGREEMENT. IN NO EVENT SHALL BEECHGLENN BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT.

C. Beechglenn shall not be liable for any failure to perform its obligations hereunder due to any cause beyond its control, including, without limitation, acts of God or a public enemy, fires, floods, storms, power outages, earthquakes, riots, wars, restraints of government or any other causes which could not, with reasonable diligence, be controlled or prevented by Beechglenn.
I. General

A. This agreement shall be governed by the laws of the State of Ohio.
B. Customer may not assign or otherwise transfer this agreement without prior written consent of Beechglen. Customer shall not allow third parties to use the Hot-Site provided hereunder.
C. Any notice given under this agreement shall be either orally (in person or by telephone) or in writing, to the parties at the addresses set forth above.

EXHIBIT 3.A

I. FACILITY

The Hot-Site facility is at the principal location of Beechglen Development Inc. located at 4219 Harrison Avenue, Cincinnati, Ohio 45211.

II. COMPUTER SYSTEM

The computer system to be provided to Customer is an HP3000 that will be functionally equivalent or better than Customer's system in terms of its operating system and disc capacity. It will meet the following minimum specifications:

Disc Space: 40Gb
Tape Drive: DLT4000, DLT7000, DDS, DDS2, DDS3, DDS4
Printers(s): HP255x, Laserjet
Dial-up modem lines: 2 phone lines with 19.2Kbps
Internet VPN Connectivity at a minimum of 1500Kbps
On-site workstations: 4 terminals
TO: Commissioner Ensley
   Commissioner Thomas
   Commissioner Buhler

FROM: Cathy Leonhart

RE: Contract Approval
For KCSL and CASA

DATE: December 3, 2012

Please consider approval of the court contracts with Kansas Children’s Service League and CASA.

The payments are on a quarterly basis.

Thank you for your consideration.

CSL/cl
SHAWNEE COUNTY CONTRACT NO. C____-2012

AGREEMENT WITH COURT APPOINTED SPECIAL ADVOCATES
TO PROVIDE SERVICES TO THE RESIDENTS OF SHAWNEE COUNTY

THIS AGREEMENT, made and entered into this _6_ day of
December, 2012, by and between Court Appointed Special Advocates,
hereinafter referred to as the “Provider”, the Board of County Commissioners of
Shawnee County, hereinafter referred to as the “County” and the Third Judicial
District Court, hereinafter referred to as the “Court”.

The Provider desires to provide services to the following target population:

- Shawnee County children from birth to age 18 identified by the Court as needing
  advocacy services while part of a Child in Need of Care case.

The parties mutually agree to the following:

1) The County agrees to allocate $54,900.00 to the Provider to be used for the above
   stated purpose in calendar year 2013. The County agrees that these funds will be
   allocated through the Court Administration Budget.

2) The Court will initiate, through the County, a quarterly payment in the amount of
   $13,725.00 no more than 15 days after the first day of each quarter.

3) Within thirty (30) days after each quarter, the Provider will submit a quarterly
   documentation of expenditures made under this Agreement to the Shawnee
   County Financial Administrator and Court Administrator. The documentation
   must be submitted prior to the Provider being eligible for subsequent quarterly
   payments. The Financial Administrator or County’s designee shall audit the
   quarterly expenditures made pursuant to this Agreement.

4) The Provider shall annually provide the Shawnee County Financial Administrator
   with a complete audit reflecting any fees collected, tax money received under this
   Agreement, and any other income. The audit will also show the Provider’s
   disbursements, including salaries paid to each person employed by the Provider.

5) The Provider shall ensure that its employees are properly licensed and certified as
   may be required by any law or regulation.

6) The parties agree that the County, after consultation with the Court, shall have
   absolute and unqualified authority to terminate this Agreement and funding by the
   County if it is determined that the effectiveness of the services is not sufficient to
   merit continuation. Upon approval of the County, said Agreement shall be
   cancelled and all unexpended or obligated funds shall be returned to the County
   by the Provider within thirty (30) days following notification.
7) After consultation with the Court, the County may require changes in the scope of services being performed by the Provider. Such changes, including any increase or decrease in the amount of compensation which is agreed upon by the County, Court and Provider or which may be required by the County, shall be incorporated by written amendments to this Agreement.

8) The Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation; provided, however, that claims for money due or to become due to the Provider under this Agreement may be assigned to a bank, trust company, or other financial institution upon written consent of the County thereof.

9) The Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Provider further covenants that in the performance of this Agreement, Provider shall employ no person having any such interest.

10) All reports, records, and other documents completed as a part of this Agreement shall carry the following notation on the front cover or a title page;

    *The preparation of this report, record, document, etc., was financed in part through the use of funds provided by Shawnee County, Kansas.*

11) No reports, records, or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Provider or any of its employees.

12) The Provider agrees to hold harmless and indemnify the County and any of its officers, agents, or employees from any and all liability for claims or causes of action of any person, firm, or corporation, or of any entity for damages of any type whatsoever that might be sustained by virtue of any activities carried out by the Provider.

13) The Provider agrees to allow access by the County or its agents to all of its financial records, and to provide all necessary supporting data and programmatic reports as requested by the County for a period of two (2) years after completion of this Agreement, and does hereby guarantee that the Provider will cover and be responsible for any deficiencies in services performed or funds expended from funds granted under this Agreement.
14) The term of this Agreement shall be from the date last executed through December 31, 2013. The parties may mutually agree to extend the term by written agreement only.

IN WITNESS WHEREOF, the County and Provider have executed this Agreement as of the date first above written.

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Theodore Ensley, Chair

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

COURT APPOINTED SPECIAL
ADVOCATES

Authorized Agent)

Executive Director

(Title)

Nancy E. Parrish, Chief Judge
ATTACHMENT TO
SHAWNEE COUNTY CONTRACT C

CONTRACTUAL PROVISIONS ATTACHMENT
The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the ______ day of ______________ 20___.

1. TERMS HEREIN CONTROLLING PROVISIONS. It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW. It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other states or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION. Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any of contractor’s equipment, leased or otherwise, provided to County under the contract. County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by County, title to and possession of any equipment purchased by the County under the contract, but not fully paid for, shall revert to contractor at the end of County’s current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.

4. DISCLAIMER OF LIABILITY. Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.

5. ANTI-DISCRIMINATION CLAUSE. The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County. Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with the County totals $5,000 or less during this fiscal year.

6. ACCEPTANCE OF CONTRACT. This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.

7. ARBITRATION, DAMAGES, WARRANTIES. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. REPRESENTATIVE’S AUTHORITY TO CONTRACT. By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. RESPONSIBILITY FOR TAXES. The County shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE. The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to establish a “self-insurance” fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.

Rev. 10/2003
THIS AGREEMENT, made and entered into this ____ day of December, 2012, by and between Kansas Children's Service League, hereinafter referred to as the “Provider”, the Board of County Commissioners of Shawnee County, hereinafter referred to as the “County” and the Third Judicial District Court, hereinafter referred to as the “Court”.

The Provider desires to provide services to the following target population:

- Shawnee County children/adolescents ages 0-18 and their families requesting prevention services.
- Shawnee County children/adolescents ages 0-18 needing intervention services for high risk behaviors prior to becoming involved in the juvenile justice system or privatized child welfare system; and
- Shawnee County children/adolescents ages 0-18 and their families involved with law enforcement as a result of the child’s or their family’s high risk behavior. (Juvenile Intake and Assessment Services)

The parties mutually agree to the following:

1) The County agrees to allocate $146,500.00 to the Provider to be used for the above stated purpose in calendar year 2013. The County agrees that these funds will be allocated through the Court Administration Budget.

2) The Court will initiate, through the County, a quarterly payment in the amount of $36,625.00 no more than 15 days after the first day of each quarter.

3) Within thirty (30) days after each quarter, the Provider will submit a quarterly documentation of expenditures made under this Agreement to the Shawnee County Financial Administrator and Court Administrator. The documentation must be submitted prior to the Provider being eligible for subsequent quarterly payments. The Financial Administrator or County’s designee shall audit the quarterly expenditures made pursuant to this Agreement.

4) The Provider shall annually provide the Shawnee County Financial Administrator with a complete audit reflecting any fees collected, tax money received under this Agreement, and any other income. The audit will also show the Provider’s disbursements, including salaries paid to each person employed by the Provider.
5) The Provider shall ensure that its employees are properly licensed and certified as may be required by any law or regulation.

6) The parties agree that the County, after consultation with the Court, shall have absolute and unqualified authority to terminate this Agreement and funding by the County if it is determined that the effectiveness of the services is not sufficient to merit continuation. Upon approval of the County, said Agreement shall be cancelled and all unexpended or obligated funds shall be returned to the County by the Provider within thirty (30) days following notification.

7) After consultation with the Court, the County may require changes in the scope of services being performed by the Provider. Such changes, including any increase or decrease in the amount of compensation which is agreed upon by the County, Court and Provider or which may be required by the County, shall be incorporated by written amendments to this Agreement.

8) The Provider shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation; provided, however, that claims for money due or to become due to the Provider under this Agreement may be assigned to a bank, trust company, or other financial institution upon written consent of the County thereof.

9) The Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Provider further covenants that in the performance of this Agreement, Provider shall employ no person having any such interest.

10) All reports, records, and other documents completed as a part of this Agreement shall carry the following notation on the front cover or a title page;

   The preparation of this report, record, document, etc., was financed in part through the use of funds provided by Shawnee County, Kansas.

11) No reports, records, or other documents produced in whole or in part under this Agreement shall be the subject of any application for copyright by or on behalf of the Provider or any of its employees.

12) The Provider agrees to hold harmless and indemnify the County and any of its officers, agents, or employees from any and all liability for claims or causes of action of any person, firm, or corporation, or of any entity for damages of any type whatsoever that might be sustained by virtue of any activities carried out by the Provider.

13) The Provider agrees to allow access by the County or its agents to all of its financial records, and to provide all necessary supporting data and programmatic
reports as requested by the County for a period of two (2) years after completion of this Agreement, and does hereby guarantee that the Provider will cover and be responsible for any deficiencies in services performed or funds expended from funds granted under this Agreement.

14) The term of this Agreement shall be from the date last executed through December 31, 2013. The parties may mutually agree to extend the term by written agreement only.

IN WITNESS WHEREOF, the County and Provider have executed this Agreement as of the date first above written.

BOARD OF COUNTY COMMISSIONERS  
SHAWNEE COUNTY, KANSAS  

Theodore Ensley, Chair

KANSAS CHILDREN’S SERVICE LEAGUE

Donna Bore  
Authorized Agent

President/CEO

(Title)

Cynthia A. Beck, Shawnee County Clerk

Nancy E. Parrish, Chief Judge
ATTACHMENT TO
SHAWNEE COUNTY CONTRACT C

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the ______ day of ______, 20____.

1. TERMS HEREBIN CONTROLLING PROVISIONS. It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW. It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other states or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION. Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any of contractor's equipment, leased or otherwise, provided to County under the contract. County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by County, title and possession of any equipment purchased by the County under the contract, but not fully paid for, shall revert to contractor at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.

4. DISCLAIMER OF LIABILITY. Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.

5. ANTI-DISCRIMINATION CLAUSE. The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County.

Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with the County totals $5,000 or less during this fiscal year.

6. ACCEPTANCE OF CONTRACT. This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.

7. ARBITRATION, DAMAGES, WARRANTIES. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. RESPONSIBILITY FOR TAXES. The County shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE. The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.

Rev. 10/2003
VENDOR/CONTRACTOR:

Dona Bose

By:

Title: President/CEO KCSC

Date: 12-3-12

Title: CHIEF JUDGE

Date: 12-3-12

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Theodore Ensley, Chair

Date:

ATTEST:

Cynthia A. Beck, Shawnee County Clerk
Memorandum

To: Ted Ensley, Chairman, Shawnee County Commission
Mary Thomas, Vice Chair, Shawnee County Commission
Shelly Buhler, Shawnee County Commissioner
Rich Eckert, Shawnee County Counselor
Stacey Woolington, Shawnee County Financial Administrator

From: H.R. Cook, General Manager
Roy Mitchell, Director of Operations

Re: Capital Expenditure Requests for November 2012

Date: December 3, 2012

Please add these requests to the Shawnee County Commission agenda on Thursday, December 6, 2012.

Capital Expenditure Requests for November

- Urgent replacement of Administrative Office Roof Top HVAC Package Unit (RTU) – During our fall HVAC preventative maintenance inspection it was determined that this existing unit has finally exceeded its useful life. Due to a cracked heat exchanger, requiring repairs that would cost roughly half of replacing the 26 year old unit, our technician from PCI recommended that the unit be replaced and we agree with his assessment. We received three bids on the project and they came in as follows:

  - McElroy’s: $17,583.00
  - Lower Heating and Air: $18,016.00
  - PCI Mechanical: $18,924.00

All of these firms are longstanding Topeka businesses who we believe are qualified to install the new 15 ton gas/electric furnace and air conditioner, including the crane rental to be used in installation. Therefore we chose the lowest bid from McElroy’s and the unit was successfully installed on Thursday, November 29, 2012.

- Technical Services and Repairs to Daktronics Computer/Video Systems – We have recently experienced some hard drive failures in a couple of the Daktronics computers and the primary video processor failed. This involves both the primary and the backup
computer which control all the digital signage in the arena and the marquee on Topeka Boulevard. The video processor is what converts our live video signal so it may be displayed on the video boards.

These charges from Daktronics include most of the work that has been done thus far, and include the removal of the equipment, packaging and shipment to Brookings, SD and, the repair, return and re-installation of the equipment. We will have additional billings for work that is not yet complete. This request is for the amount of $5,901.24. This is a sole source request as Daktronics is the only company that could do these repairs.

These requests come to a total amount of not-to-exceed $23,484.24. The Kansas Expocentre Capital Expenditure fund is currently at no-less-than $41,308.34. Approval of these items will leave the fund with a balance of no-less-than $17,824.10. Capital Committee members Stan Oyler and Matt Fletcher were advised of the HVAC issue and gave their approval in advance of the purchase. An e-mail vote for these items has been completed as there was no Advisory Board meeting in November, and we received written responses from all but one, therefore, a quorum. We expect the missing vote to be submitted via written response, as he has reported by phone to Gracie Moore that he is in favor of the two items.
To: Board of County Commissioners

From: Marilyn L. Nichols, Register of Deeds

Re: Transfer of Funds

Date: November 29, 2012

Please accept the transfer of $100,000, from the Register of Deeds Technology Fund to the Land Records Fund. This amount reflects an excess of funds needed to continue the technological advancements in my office and that I am authorized by KSA 28-115 a (g) to transfer to the General Fund to be used for expenditures in other land related county offices.

No other transfers will be permitted until after a new threshold of $50,000.00 has been collected in Technology Fees in 2013.

Thank you for your attention to this matter.

Respectfully,

Marilyn L. Nichols
foreclose. At the time of such waiver by Lender, said Lender may increase the interest rate up to the then
current rate being charged by said Lender on similar new loans, upon giving sixty (60) days’ notice in writing
to Borrower and the transferee of said real estate. In that event, Borrower and the said transferee of the real
estate may pay off the entire balance remaining due, without penalty. Failure to pay such transfer or waiver
fee or increased interest rate shall constitute a default.

2. Notwithstanding the provision of paragraph 19 of the Mortgage/DOT, the rights of Borrower to restate
subsequent to acceleration of the said Note for any cause shall be at the option of Lender.

3. Borrower agrees to pay Lender a charge to be established by Lender from time to time for each payment
by check, draft, Electronic Fund Transfer or other item which is returned “Insufficient Funds” or is
“dishonored” for any reason.

4. In the event said Mortgage/DOT was given to secure a note and Borrower(s) indicated on the application
for the loan that any one or all of said applicant(s) was/were going to occupy the property as his/her/their
primary residence and at any date said property is occupied by anyone other than said Borrower(s), Lender
shall have the same rights and remedies as provided Lender in paragraph 18.

IN WITNESS HEREOF, Borrower(s) has/have executed pages 1 and 2 of this rider addendum on the above date.

Amy Diane Scott 11-20-12 Michael Jay Scott 11-20-12
Memorandum

To: Board of Shawnee County Commissioners
From: J. Mark Hixon, Shawnee County Appraiser
Date: November 29, 2012
Re: Agenda Request – Land Records Committee Recommendation

Please place the following item on the December 6, 2012 BCC Agenda:

I am hereby requesting authorization to use $30,705.30 of Land Records Committee (LRC) funds for the acquisition of PSIGEN optical character recognition and indexing software to be utilized with the county's document imaging system.

The LRC members found this to be an appropriate use of LRC funds and there are sufficient funds in the LRC fund to cover this expenditure.
Introduction:

This Scope of Work has been created to detail the scope of a professional services project and the associated costs. The Scope of Work must be agreed upon and signed by both parties prior to any work and the implementation. IOS will work with Client resources to complete the project as defined below.

This description shall be considered the entire scope of the project. Customer specific application software and custom component functionality and configuration, training, and other professional services not defined herein will be considered outside the scope of the services provided by IOS for this project.

Pricing is valid for ninety (90) days from the document date above.

Overview:

Shawnee County (SNCO) currently uses PSIGEN software as their enterprise content capture solution. As use of the Enterprise Content Management system continues to grow so has the need for PSIGEN’s capabilities. SNCO is going to add one unlimited Capture (which must be dedicated to one workstation) plus one 10K image/month capture license. The Appraiser’s Office is going to be the first department utilizing these new licenses. They will take advantage of PSIGEN’s Point & Click indexing, Barcode reading and Database Look-Ups. The exact details of the project will be vetted during a Pre-Install meeting between IOS and SNCO but this document serves as an outline to start the process.

The tasks required for completion of this project along with any assumptions, constraints and associated pricing are detailed within this document.

Project Scope:

PSIGEN Installation
Owner: IOS
The additional PSI licenses will be loaded on the existing server. SNCO has purchased one Unlimited (must be dedicated to one workstation) plus one 10K image/month license. This configuration allows
the Unlimited License to sweep a network folder(s) for automated capture, indexing and migration while another end-user can perform manual steps such as hand-key/point & click indexing or exceptions handling. If an End-User runs PSIGEN from the GUI on the “unlimited” workstation, no folder sweeps will occur. Once they close the PSIGEN interface, sweeping will continue. This implementation includes the installation of PSIGEN on two additional workstations.

Note: PSIGEN is licensed with a USB Dongle

Document Type Configuration
Owner: IOS
The project includes configuration of the document types in this list (max of 25). This Doc Type set-up will be performed remotely.

<table>
<thead>
<tr>
<th>Document Type</th>
<th>Fields to be Indexed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hearings</td>
<td>Parcel, Year, Docket, Name</td>
</tr>
<tr>
<td>Mobile Homes</td>
<td>Parcel, Year, Name</td>
</tr>
<tr>
<td>Renditions</td>
<td>Parcel, Year, Name</td>
</tr>
<tr>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>View &amp; Inspect</td>
<td>Parcel, Year, Date, NBHD</td>
</tr>
<tr>
<td>Undeliverable Mail</td>
<td>Parcel, Year</td>
</tr>
<tr>
<td>TIF</td>
<td>Parcel, Year</td>
</tr>
<tr>
<td>Split/Combo</td>
<td>Parcel, Year</td>
</tr>
<tr>
<td>Sketch</td>
<td>Parcel, Year, NBHD</td>
</tr>
<tr>
<td>Sales/COV</td>
<td>Parcel, Year, COV#, Date</td>
</tr>
<tr>
<td>Relist</td>
<td>Parcel, Year</td>
</tr>
<tr>
<td>Permits</td>
<td>Parcel, Year, Date</td>
</tr>
<tr>
<td>Ownership Change</td>
<td>Parcel, Year, Case #</td>
</tr>
<tr>
<td>NRA</td>
<td>Parcel, Year, NRA Number</td>
</tr>
<tr>
<td>New Const/Permits</td>
<td>Parcel, Year</td>
</tr>
<tr>
<td>Misc</td>
<td>Parcel, Year</td>
</tr>
<tr>
<td>Income Quest</td>
<td>Parcel, Year</td>
</tr>
<tr>
<td>Hearings</td>
<td>Parcel, Year, Docket Number</td>
</tr>
<tr>
<td>Hearing Evaluation</td>
<td>Parcel, Year</td>
</tr>
<tr>
<td>Data Questionnaire</td>
<td>Parcel, Year</td>
</tr>
<tr>
<td>Commercial Sales</td>
<td>Parcel, Year, COV#, Date</td>
</tr>
<tr>
<td>Commercial Appraisal &amp; Leases</td>
<td>Parcel, Year, Date</td>
</tr>
<tr>
<td>Change Order Taxi</td>
<td>Parcel, Year</td>
</tr>
<tr>
<td>Change Order AA</td>
<td>Parcel, Year</td>
</tr>
<tr>
<td>Address Change</td>
<td>Parcel, Year</td>
</tr>
<tr>
<td>Improper Hearing</td>
<td>Parcel, Year</td>
</tr>
</tbody>
</table>
This list contains very specific criteria used to calculate project pricing. It is in addition to the high level Assumptions and Constraints mentioned in their own section later in the document:

1. For barcode indexing, SNCO is able to place a properly formatted (as determined by IOS) barcode on the documents. IOS has provided a sample of a 3 of 9 BC.
2. IOS must have a sample document for each of the 25 types to be created prior to project commencement.
3. There are some doc types that will not be barcode enabled so they can be indexed with the Point & Click technology, zone CR or by hand-keying.
4. SNCO is able to provide IOS access to the necessary data for any Doc Types where a Barcode is the key field source but an additional look-up into Orion is required for the other data.

End-User/Admin Training
IOS/SNCO
SNCO has one of two options for their training. Option one is five hours of training by an engineer on-site and the other is 8 hours offered remotely, either one can be divided between Admin and End-user to best fit SNCO’s needs. Topics covered are scanning, indexing, migration, exceptions handling and overall system configuration.

Server/Workstation Specifications:
PSIGEN Workstation Requirements

- 2.0 GHz Dual-core or higher Intel compatible processor,
- 2 GB Memory minimum, recommended 4 GB+
- DVD Drive, Keyboard and Mouse
- Desktop resolution off 1024 x 7688 XGA or higher recommended
- 2 GB free space for initial application installation
  Additional disk space is required for storage of transient data. Typically data is not permanently stored on PSI Capture Workstation/Server since it is migrated to another system.
- Microsoft .Net 4.0
- Internet access will aid in the initial activation of PSI Capture but is not required.

Assumptions and Constraints:
Pricing and any timeframes given are based on the description of work above and assumptions/constraints listed below. Should these prove to be incorrect or the scope of work change, the project cost and/or timeframes may be affected.

1. Prior to project commencement, Client will procure the necessary PSIGEN software through a separate Purchase Agreement or similar mechanism.
2. Prior to project commencement, Client will provide for the procurement, installation, configuration, and support of the necessary hardware and supporting software (i.e., physical server hardware, operating systems, end user authentication systems, communications, etc.) for this project.
3. Except where otherwise noted within this document, work will be performed at an IOS facility. Any installation, testing, training, or troubleshooting required at Customer’s location will be performed via remote connection using IOS’ eSupport software InterTel.

4. Customer shall make available any technical personnel that are deemed necessary by IOS for successful completion of this project.

5. On-site work will be performed during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding IOS holidays. Work outside of regular business hours is conducted at a rate of 1.5 times the standard hourly rate for the type of resource requested and is scheduled as resources are available, as needed.

Exclusions from Project Scope:
This project does not include the following:

- Hardware procurement or licensing, or configuration of any hardware components.
- Telecommunications procurement or support, including Internet connectivity.
- Network configuration or troubleshooting, including permissions for access, installation or file sharing.

Pricing:

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>PSIGEN Implementation</td>
<td>1</td>
<td>Ref PA</td>
<td>Ref PA</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total:</td>
<td>Ref PA</td>
</tr>
</tbody>
</table>

Pricing Notes:

Terms & Conditions:

Limitation of Liability
In all cases involving performance of services and Work Product furnished, Client’s remedy shall be limited to the adjustment, repair, or replacement of Work Product that fails to conform to the Scope of Work. In no event will Provider be liable for damages resulting from Client’s loss of data, loss of profits, or for incidental or consequential damages, even if advised of the possibility of such damage. This limitation of Provider liability will apply regardless of action, whether in contract or tort including negligence. Any action against Provider must be brought within ninety (90) days after the cause of action arose. The allocations of liability in this Section 8 represent the agreed and bargained-for understanding of the parties and Provider’s compensation for the Services reflects such allocations.

Change Orders
Changes to the defined scope of work are possible during the life cycle of a project. When a change or addition is requested that affects the project scope, a signed Change Order is required before work can continue. The Change Order is created detailing the scope of the change and the associated cost and/or change to timelines, if any. The Change Order must be agreed upon and signed by both parties prior to any work continuing and changes being implemented. The Change Order then becomes part of the original scope document.

Price and Payment

SOW #: 201210SNCO. V1
In consideration for the services provided hereunder, Client agrees to pay IOS pursuant to the Pricing contained herein. IOS shall forward a statement to Client on completion of work. Payment terms are 30 days from the invoice date, with interest to accrue on unpaid balances past due at the rate of 1.5 percent per month. The Pricing section reflects an agreed rate and will apply for the entire duration of this agreement. Client is responsible to evaluate the quality of the services provided hereunder and advise IOS of any problem within 30 days of receipt. If no notification is received by IOS within this 30 day period, the services will be deemed acceptable.

Early Termination
In the event Client cancels the project after work begins, Client will be invoiced for all of the hours worked to date, both in development and project management. Additionally, Client will be invoiced for any software, equipment, supplies, etc. purchased by IOS for the project. At the Client's request, work in progress will be delivered as is.

Contacts:

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>E-mail</th>
<th>Phone</th>
<th>Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aaron Sarber</td>
<td>Sales Engineer</td>
<td><a href="mailto:asarber@imagingoffice.com">asarber@imagingoffice.com</a></td>
<td>800-875-9545</td>
<td>IOS</td>
</tr>
<tr>
<td>Amy Dolan</td>
<td>Account Manager</td>
<td><a href="mailto:adolan@imagingoffice.com">adolan@imagingoffice.com</a></td>
<td>913-327-3999</td>
<td>IOS</td>
</tr>
<tr>
<td>Vince Billam</td>
<td>System Engineer</td>
<td><a href="mailto:vbillam@imagingoffice.com">vbillam@imagingoffice.com</a></td>
<td>913-327-3999</td>
<td>IOS</td>
</tr>
<tr>
<td>Pat Oblander</td>
<td>IT Director</td>
<td><a href="mailto:pat.oblander@snco.us">pat.oblander@snco.us</a></td>
<td>785-233-2882 ext 6001</td>
<td>SNCO</td>
</tr>
</tbody>
</table>

Signatures:

This Scope of Work, including its terms and conditions, is a complete and exclusive statement of the agreement between the parties, which supersedes all prior or concurrent proposals and understandings, whether oral or written, and all other communications between the parties relating to its subject matter. This Agreement shall be governed under the laws of the State of Indiana and the Indiana Courts shall have jurisdiction over any actions brought here under. This Scope of Work shall not be effective until executed by Client and accepted by an authorized representative of Imaging Office Systems.

Imaging Office Systems, Inc.

Signature: [Signature]
Printed: [Printed]
Title: VP, Professional Services
Date: 10/12/2012

Shawnee County

Signature: [Signature]
Printed: [Printed]
Title: [Title]
Date: [Date]

Approved as to Legality and Form: Date [11/20/12]

ASST. CO. COUNSEL
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price 1</th>
<th>Price 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>PK-23000 FSE/Capture Enterprise Unlimited - Standard</td>
<td>1</td>
<td>$21,665.00</td>
<td>$21,665.00</td>
</tr>
<tr>
<td>PK-23010 FSE/Capture Enterprise 10K Bundle - Standard</td>
<td>1</td>
<td>$4,452.00</td>
<td>$4,452.00</td>
</tr>
<tr>
<td>JOS Government Discount</td>
<td>1</td>
<td>-$2,611.70</td>
<td>-$2,611.70</td>
</tr>
<tr>
<td>INSTALL Installation, Configuration and Training</td>
<td>1</td>
<td>$7,200.00</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>USP-23000 Year 2 Annual Maintenance FSE/Capture Enterprise Unlimited</td>
<td>1</td>
<td>$3,472.00</td>
<td>$3,472.00</td>
</tr>
<tr>
<td>USP-23010 Year 2 Annual Maintenance FSE/Capture Enterprise 10K Bundle</td>
<td>1</td>
<td>$7,420.00</td>
<td>$7,420.00</td>
</tr>
</tbody>
</table>

**Total Due**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price 1</th>
<th>Price 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase Price</td>
<td>$30,705.30</td>
<td></td>
</tr>
<tr>
<td>State and Local Taxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FOB Shipping Point</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Due</td>
<td>$30,705.30</td>
<td></td>
</tr>
</tbody>
</table>

**Comments**

- **Date**: September 27th, 2012

---

**Terms and Conditions of Sale**

1. Orders accepted are subject to the conditions set forth herein and no agreement or other understanding in any way modifying these conditions shall be binding upon the Seller unless made in writing and accepted over the signature of an authorized executive of the Seller.

2. Net 30 payment terms.

3. Additional payment terms: For orders over $25,000, and/or for those orders that require pre-installation meeting prior to the start of product installation, the following terms apply: 1/2 of order total due at signing and 1/2 of total due at the end of the installation.

4. Any sales, excise, occupation, or use tax applicable to this transaction, the amount will be added to the price stated herein.

5. Every effort will be made to effect shipment and installation within the time period, but the Seller assumes no liability for delay due to causes beyond the Seller's control.

6. All orders are "FOB" Shipping Point. Destination charges will be added to the invoice unless specifically excluded on the reverse side. The method of transportation and carrier will be at the Seller's discretion. If shipment is made at Customer's request via a method other than that which would normally be used, or if special handling is necessary due to receiving limitation of the customer, additional charges will be added to the invoice.

7. Title to each component of the Product shall pass to Customer when payment in full for the Product has been made. Notwithstanding the state of title to the Product, risk of loss with respect to the Product and/or each component thereof shall pass to Customer upon IOS's delivery of each such component to Customer or delivery to carrier for shipment. At the time of such delivery, Customer shall, at its own expense, be responsible for purchasing any insurance coverage for the Product and IOS shall not have responsibility for the placement of any insurance coverage.

8. This agreement may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. A facsimile signature of one or more of the parties hereto shall be deemed an original signature for all purposes.

---

Approved as to Legality and Form: Date
ATTACHMENT TO
SHAWNEE COUNTY CONTRACT C

CONTRACTUAL PROVISIONS ATTACHMENT
The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the 5th day of November, 2012.

1. TERMS HEREBY CONTROLLING PROVISIONS. It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. AGREEMENT WITH KANSAS LAW. It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this contract shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other states or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION. Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any of contractor's equipment, leased or otherwise, provided to County under the contract. County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by County, title to and possession of any equipment purchased by the County under the contract, but not fully paid for, shall revert to contractor at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.

4. DISCLAIMER OF LIABILITY. Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify any contractor for any liability whatsoever.

5. ANTI-DISCRIMINATION CLAUSE. The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) [ADA] and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provision of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County.

6. ACCEPTANCE OF CONTRACT. This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of the County of Shawnee, Kansas.

7. ARBITRATION, DAMAGES, WARRANTIES. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County shall not agree to pay attorney fees and late payment charges; and no provisions will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. REPRESENTATIVE'S AUTHORITY TO CONTRACT. By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. RESPONSIBILITY FOR TAXES. The County shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE. The County shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.

VENDOR/CONTRACTOR:

By: ___________________________
______________________________
VP, Professional Services

Date: 5/1/2012

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Theodore D. Easley, Chair

Date:

ATTEST:

Cynthia A. Beck, Shawnee County Clerk
Memorandum

To: Board of Shawnee County Commissioners
From: J. Mark Hixon, Shawnee County Appraiser
Date: November 28, 2012
Re: Agenda Request – Land Records Committee Recommendation

Please place the following item on the December 6, 2012 BCC Agenda:

I am hereby requesting authorization to use Land Records Committee (LRC) funds for the payment of the attached invoice from ESRI for software maintenance in the amount of $25,380.

The LRC members found this to be an appropriate use of LRC funds and there are sufficient funds in the LRC fund to cover this expenditure.
SUBJECT: INVOICE

DATE: 11/26/2012
TO:
ORGANIZATION: COUNTY OF SHAWNEE
APPRASERS OFFICE
FAX #: 785-291-4903  PHONE #: 785-233-2882
FROM: Bonnie La Rose
FAX #: 909-793-4801  PHONE #: 888-377-4575 Ext. 2215
EMAIL: blarose@esri.com

Number of pages transmitted (including this cover sheet): 3
INVOICE #92575997
DOCUMENT DATE:
**Bill to:**
Nick Callaghan  
COUNTY OF SHAWNEE  
APPRAISERS OFFICE  
1515 NW SALINE STE 100  
TOPEKA KS 66618

**Ship to:**
COUNTY OF SHAWNEE  
APPRAISERS OFFICE  
1515 NW SALINE STE 100  
TOPEKA KS 66618

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Net Due 30 days, no discount

This transaction is governed exclusively by the terms of the above-referenced contract, if any,

Esri’s standard terms and conditions at www.esri.com/legal.

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Material Number</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>1</td>
<td>52384</td>
<td>ArcGIS for Desktop Advanced (formerly ArcInfo) Concurrent Use Primary Maintenance</td>
<td>3,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Start Date: 12/08/2012</td>
<td>End Date: 12/07/2013</td>
</tr>
<tr>
<td>1010</td>
<td>8</td>
<td>52385</td>
<td>ArcGIS for Desktop Advanced (formerly ArcInfo) Concurrent Use Secondary Maintenance</td>
<td>9,600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Start Date: 12/08/2012</td>
<td>End Date: 12/07/2013</td>
</tr>
<tr>
<td>2010</td>
<td>1</td>
<td>87232</td>
<td>ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance</td>
<td>500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Start Date: 12/08/2012</td>
<td>End Date: 12/07/2013</td>
</tr>
<tr>
<td>3010</td>
<td>1</td>
<td>87198</td>
<td>ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance</td>
<td>500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Start Date: 12/08/2012</td>
<td>End Date: 12/07/2013</td>
</tr>
<tr>
<td>4010</td>
<td>1</td>
<td>98696</td>
<td>ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance</td>
<td>500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Start Date: 12/08/2012</td>
<td>End Date: 12/07/2013</td>
</tr>
<tr>
<td>5010</td>
<td>2</td>
<td>87192</td>
<td>ArcGIS for Desktop Basic (formerly ArcView) Single Use Primary Maintenance</td>
<td>800.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Start Date: 12/08/2012</td>
<td></td>
</tr>
</tbody>
</table>
Phone: (909)793-2853

Invoice
Order: 92575997
Delivery: 2586872
Customer: 19341
Contract: 2005MPA1199
Date: 11/21/2012
COUNTY OF SHAWNEE

Item | Qty | Material Number | Price  
--- | --- | --- | ---
| | | |  
6010 | 18 | 87193 | 5,400.00  
ArcGIS for Desktop Basic (formerly ArcView) Single Use Secondary Maintenance  
Start Date: 12/08/2012  
End Date: 12/07/2013  

7010 | 1 | 109216 | 5,000.00  
ArcGIS for Server Enterprise Standard Up to Four Cores Maintenance  
Start Date: 12/08/2012  
End Date: 12/07/2013  

Items total | 25,300.00  
Subtotal | 25,300.00  
Total: | $ 25,300.00  

Remit Payment to: Environmental Systems Research Institute, Inc.

By Check:  
File 54630  
Los Angeles, CA 90074-4630  

Electronic Instructions:  
Bank: Bank of America  
Wire ABA: 026009593 Acct# 1496150335  
ACH ABA: 121000358 Acct# 1496150335  

Nick Callaghan  
COUNTY OF SHAWNEE  
APPRAISERS OFFICE  
1515 NW SALINE STE 100  
TOPEKA KS 66618  

Invoice: 92575997  
Order: 2586872  
Payer: 19341  

Document Date: 11/21/2012  
Total: $ 25,300.00  
Payment Amt: $__________
November 29, 2012

MEMO: Bylaws – Ambulance Advisory Board

TO: Board of County Commissioners – Shawnee County

FROM: Dave Sterbenz – Chairperson of Ambulance Advisory Board
       Director Shawnee County Emergency Management
       Nelson E Casteel – Ambulance Compliance Officer
       Shawnee County Emergency Management

On October 17, 2012, the Shawnee County Ambulance Advisory Board met and voted unanimously to approve the attached Bylaws.

At this time the board is requesting for approval of the Bylaws by the Board of County Commissioners as well as the authority to put the Bylaws into effect on December 12, 2012.

Questions may be directed to: Chairperson Dave Sterbenz (785-233-8200 X4151)

###

Mitigation • Preparedness • Response • Recovery
BYLAWS

Shawnee County Ambulance Advisory Board
and Compliance Office

December 2012
Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Name, Purpose, Classification</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article II</td>
<td>Membership</td>
<td>4</td>
</tr>
<tr>
<td>Article III</td>
<td>Open Meetings and Public Records</td>
<td>6</td>
</tr>
<tr>
<td>Article IV</td>
<td>Board Composition</td>
<td>8</td>
</tr>
<tr>
<td>Article V</td>
<td>Amendments</td>
<td>10</td>
</tr>
<tr>
<td>Article VI</td>
<td>Parliamentary Authority</td>
<td>11</td>
</tr>
<tr>
<td>Article VII</td>
<td>Policies and Procedures</td>
<td>12</td>
</tr>
<tr>
<td>Approval</td>
<td>Advisory Board</td>
<td>16</td>
</tr>
<tr>
<td>Approval</td>
<td>Board of County Commissioners</td>
<td>17</td>
</tr>
</tbody>
</table>
ARTICLE I. Name, Purpose, Classification

1.01 Name. The name of this organization will be the Shawnee County Ambulance Advisory Board. It shall be hereinafter be referred to as AAB.

1.02 Purpose. The AAB serves as an advisory board to the Board of County Commissioners on issues relating to the provisions of ambulance service contract in Shawnee County. The AAB is responsible for long-range planning as well as making recommendations to the Board of County Commissioners on issues such as whether ambulance services should be provided by the government or private enterprise, whether to request proposals for ambulance service in the future, any government subsidy or rate issues, and the type and scope of service that should be provided by the ambulance service. The AAB will utilize the Ambulance Compliance Officer to assist them in their duties and responsibilities. (Shawnee County Resolution No. 2012-59)

1.02.01 Board Member Duties. See ARTICLE VII. Policies and Procedures for duties and responsibilities.

1.02.02 Compliance Officer Duties. See ARTICLE VII. Policies and Procedures for duties and responsibilities.

1.03 Non Profit Organization. It is intended that the AAB shall be entitled to exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

1.04 Fiscal year. January 1 through December 31.

1.05 Reserved.
ARTICLE II. Membership

2.01 The AAB members shall be appointed by the Board of County Commissioners based upon the recommendations submitted by the Director of the Shawnee County Emergency Management Department. The AAB shall consist of the following in accordance with Shawnee County Resolution No. 2012-59:

2.01.01 One member from Stormont Vail Hospital, preferably someone with knowledge of or experience in providing emergency medical service. The CEO or other management personnel from Stormont Vail Hospital shall be invited to recommend a person for this position.

2.01.02 One member from St. Francis Hospital, preferably someone with knowledge of or experience in providing emergency medical service. The CEO or other management personnel from St. Francis Hospital shall be invited to recommend a person for this position.

2.01.03 One member from the Topeka Fire Department. The Topeka Fire Chief shall be invited to recommend a person for this position.

2.01.04 One member from the Rural Fire Chiefs. The Rural Fire Chiefs shall be invited to nominate a representative by majority vote.

2.01.05 Two members from the public. These persons will preferably have some knowledge in the areas of emergency medical service, administration of ambulance service, or other related areas. No person may serve in this position if such person is employed by AMR or the Topeka Fire Department or if such person is employed or volunteers for any of the County's Rural Fire Departments.

2.01.06 One member shall be the Director of the Shawnee County Emergency Management Department or his or her designee. This member shall not vote except to break a tie.

2.02 Voting Members. All members duly appointed to the AAB shall possess full voting privileges, with the exception of the Director of the Shawnee County Emergency Management Department or his or her designee, who shall not vote except to break a tie.

2.03 Non-Voting Members. All other members of the Board shall possess voting privileges, with the exception of the Director of the Shawnee County Emergency Management Department or his or her designee, who shall not vote except to break a tie.
2.04 Revoked Membership Procedure. A majority of the Board of County Commissioners may remove any appointed advisory board member at any time for good and sufficient cause. Cause shall include, but be not limited to, violations of the conflict of interest policy of the County; any violation of any applicable law, regulation or policy; neglect of duty; and failure to comply with the appointive body attendance policy.

2.05 Term Limits. Every Advisory Board member shall be appointed for a three (3) year term. Each member may serve a maximum of two (2) terms. The terms shall be staggered. For the first members appointed after this resolution is enacted, the members from the Topeka Fire Department and the Rural Fire Chiefs shall serve one (1) year terms, the members from the public shall serve two (2) year terms and the hospital members shall serve three (3) year terms thereafter, all members shall serve three (3) year terms. These term limits shall not apply to the position filled by the Shawnee County Emergency Management Director or his or her designee. (Shawnee County Resolution No. 2012-59)

2.06 Reserved.
ARTICLE III. Open Meetings and Public Records

3.01 Monthly Meeting. The AAB will meet the third Wednesday of the month at least quarterly. The location to be decided will be agreed upon at least 16 days before the meeting's commencement in order to satisfy the public notice provisions of these bylaws.

3.01.01 The order of business of the Board at all meetings, unless changed by a majority vote of its members, shall be as follows:

a. Call to Order – Chairperson
b. Roll Call
c. Recognition of Guests
d. Approval of Agenda
e. Approval of previous Minutes
f. Old Business
g. New Business
h. Compliance Officer Report
i. Presentation by AMR
j. Administrative Communications
k. Executive Session (if needed)
l. Public Comments
m. Adjournment

3.01.02 The Compliance Officer shall provide clerical support to the Advisory Board as necessary as well as taking of minutes during all meetings. In the absence of the Compliance Officer, the Chair may appoint another member of the Shawnee County Emergency Management Staff.

3.01.03 Compliance Officer shall provide a written agenda within at least one hour of meeting commencement.

3.01.04 The minutes of each meeting and any corrections thereof, duly adopted shall be signed by the Chairperson.

3.01.05 Voting will be by voice vote unless a roll call is requested by a member. A roll call vote shall be called by the Chair and will be recorded by yeas or nays.

3.01.06 The Chair will preside over all meetings.

3.01.07 The Chair will preserve order and regulate debate according to parliamentary procedure.
3.02 Special Meetings. The Chair or any member of the AAB may call special meetings. In order to meet the provisions of KOMA (Kansas Open Meetings Act) at least 24 hours of notice is required.

3.03 Notice of Meetings/Meetings Open to Public. Notice of each meeting shall be given by Compliance Officer to each Board member, and any other person requesting notice, not less than two (2) weeks before the meeting. All meetings must be open to all members of the public.

3.03.01 The Compliance Officer shall ensure that notice of the meeting is provided to the public at least one week before each meeting. In case of a special meeting, the Compliance Officer shall ensure public notification as is reasonably possible.

3.04 Records. Subject to the exceptions from disclosure provided by law, the records are public information and shall be made available to the Board of Shawnee County Commissioners and the public.

3.04.01 The Compliance Officer shall serve as the custodian of the records.

3.04.02 The Director of Emergency Management or his or her designee, shall serve as the Freedom of Information Officer for the AAB and the Compliance Office.

3.05 Open Meetings and Open Records. Compliance Officer shall provide each board member with an information packet once a year that pertains to the provisions of the Kansas Open Records Act and Kansas Open Meetings Act. The materials will be provided to each new member within thirty days of their appointment or at their first meeting, whichever is less time.

3.06 Reserved.
ARTICLE IV. Board Composition

4.01 Board Composition. The AAB shall consist of six members appointed by the Board of County Commissioners (see Article II). The Shawnee County Emergency Management Director shall serve as the Chairperson (Chair) of the board. The Chair shall convene regularly scheduled Board meetings, shall preside or arrange their designee to preside at each meeting. While the Compliance Officer is considered a member of the Emergency Management staff, that person may not serve as a designee of the Chair.

4.01.01 All AAB members shall be residents of Shawnee County. (Shawnee County Resolution No. 2012-59)

4.01.02 Members of the AAB shall be appointed by and serve at the pleasure of the Board of County Commissioners. The Board of County Commissioners may interview prospective appointees prior to appointment. (Shawnee County Resolution No. 2012-59)

4.02 Ex-Officio Members. Ex-Officio members may participate in discussions but shall not be entitled to vote. Ex-Officio members of the AAB are:

- A member of the Board of County Commissioners
- A member of the County Counselor’s Office
- A member of the County Audit-Finance Department

4.03 Quorum. A quorum of the Advisory Board will be four (4) members.

4.04 Vacancies. When a vacancy of the board exists, the Chairperson will solicit interest in accordance with Article II. The Chairperson will place all names before the Board of County Commissioners for appointment to the AAB.

4.05 Resignation, Termination and Absences. Resignation from the Board must be in writing and received by the Chairperson who will then be required to forward said resignation to the Board of County Commissioner as soon as is possible.

4.06 Legal Obligation. The scope of authority of the Ambulance Advisory Board is advisory to the Board of County Commissioners on issues relating to the provision of ambulance service in Shawnee County. Neither the AAB nor its members shall have the authority, jointly or severally, to contract, tax, or otherwise take any action which would in any way bind the Board of County Commissioners of the County of Shawnee, Kansas. (Shawnee County Resolution No. 2012-59)

4.07 Obligation to Attend Meetings. Absences of Board Members shall not at anytime exceed 25% of the fiscal year’s meetings (January to January). Furthermore, if a
Board Member is going to be absent, it is the responsibility and requirement of that member to notify a board member. Sending a proxy will still count as an absence; therefore the same process of notification must be made. The Compliance Officer can be used to assist the Board Member in making notification to another Board Member should the need arise.

4.08 Reserved.
ARTICLE V. Amendments

5.01 Amendment. These Bylaws may be amended when deemed necessary. Amendments must be put to a vote and be passed first by a majority of the AAB. The amendments will then take effect only after ratification by the Board of County Commissioners. Proposed amendments must be submitted to the Chair at least ten business days in advance so that they can be sent out with regular Board announcements.

5.02 Reserved.
ARTICLE VI. Parliamentary Authority

6.01 Parliamentary Authority. The current edition of Roberts Rules of Order, Revised, governs this organization in all parliamentary situations that are not provided for in the law or in its charter, bylaws, or adopted rules.

6.02 Reserved.
ARTICLE VII. Policies and Procedures

7.01 Policies & Procedures. Policies and procedures, including the duties of the AAB and its Compliance Officer must be approved by the Board of County Commissioners.

7.02 Board Duties as outlined in Shawnee County Resolution No. 2012-59:

7.02.01 Make recommendations to the Board of County Commissioners on issues such as whether ambulance services should be provided by the government or private enterprise, whether to request proposals for ambulance service in the future, government subsidy issues, and the type and scope of service that should be provided by the ambulance service.

7.02.02 Make recommendations to the Board of County Commissioners regarding maintaining the quality of the continuum of care for patients.

7.02.03 Make recommendations to the Board of County Commissioners regarding long-range planning

7.02.04 Receive and forward complaints, from citizens and responders, for investigation to the Compliance Officer.

7.02.05 Make unsolicited recommendations to the Board of County Commissioners with respect to any matter that affects the provision of ambulance services within Shawnee County, Kansas

7.02.06 On all ambulance service related issues; AMR shall present the issues to the Ambulance Advisory Board first for its recommendation before coming before the Board of County Commissioners. This requirement shall include all rate and subsidy issues. AMR is strongly encouraged to present any proposed operational change to the Ambulance Advisory Board before the change is made.

7.03 Compliance Officer Duties

7.03.01 Provide for completion of a monthly review report. Such report shall be made available at the next meeting to member of the AAB.

7.03.02 Receive, investigate, assess and determine exemptions for each month request received from AMR in accordance with the provisions of Contract C428-2005. Provide decisions regarding response time exemptions in writing to AMR in accordance with the provisions of Contract C428-2005.
SHAWNEE COUNTY
AMBULANCE ADVISORY BOARD AND COMPLIANCE OFFICE
APPROVED BYLAWS

7.03.03 Receive, investigate, and assess monthly Topeka/Shawnee County Response Time Edits provided by AMR. Investigation to include trends and irregularities. Provide report of conclusions in writing to the AAB as soon as feasibly possible.

7.03.04 Receive, investigate, and assess monthly Mission Failure Reports provided by AMR. Investigation to include trends and irregularities. Provide report of conclusions in writing to the AAB as soon as feasibly possible.

7.03.05 Receive, investigate, and assess monthly Exception Reports (late responses report) provided by AMR. Investigation to include trends and irregularities. Provide report of conclusions in writing to the AAB as soon as feasibly possible.

7.03.06 Receive, investigate, and assess all Emergency Response reports provided each month by AMR. Investigation to include trends and irregularities. Provide report of conclusions in writing to the AAB as soon as feasibly possible.

7.03.07 Formulate and report statistics related to types of calls, locations, total responses, previous responses, exceptions, exemptions, refusals and etc as deemed necessary by the AAB.

7.03.08 Perform research, investigations and reporting thereof in accordance with requests from AAB members. Provide report of conclusions in writing as soon as feasibly possible.

7.03.09 Initiate investigation, research and/or assessment of concerns that are from first hand reports or were witnessed by officer. Provide report of conclusions in writing to Chair as soon as feasibly possible. Chair will determine if the report needs to be forwarded and what manner the report should be disseminated in.

7.03.10 Act as clerk and secretary for AAB; including but not limited to taking meeting minutes, keeping records of Board actions, archiving materials, formulation of agenda, presentation of KOMA/KORA information, providing notifications, sending out meeting announcements, distributing copies of minutes and the agenda to each Board member, and formulating correspondence for forwarding to BCC and other outside entities.

7.03.11 Provide assistance and information to AAB and Chair regarding long term planning.
SHAWNEE COUNTY
AMBULANCE ADVISORY BOARD AND COMPLIANCE OFFICE
APPROVED BYLAWS

7.03.12 Provide assistance with and formulate any documentation and correspondence as directed by the AAB.

7.03.13 Act as conduit and liaison between AMR and AAB in relation to all official business matters.

7.03.14 Serve as contact person for the board for any correspondence as well as for any citizen or media requests for information.

7.03.15 Shall perform such other duties as may from time to time be prescribed by the AAB.

7.04. Conduct

7.04.01 Each person in their position as a public official or employee shall devote such time to the duties of office as the faithful discharge thereof may require. Each person in their position as a public official owes undivided loyalty to the public whom he/she serves and should not place himself in a position which will subject person to conflicting duties or expose him/her to the temptation of acting other than in the best interests of the public.

7.04.02 A quorum must be present and remain so in order to convene any meeting and conduct business.

7.04.03 In case any one or more of the provisions contained in these bylaws shall for any reason be held invalid, illegal or unenforceable in any respect, such provision shall not affect the remaining bylaws but these bylaws will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7.04.05 Members unable to attend a duly called meeting may authorize another individual to represent them however the proxy will not be allowed voting privileges. In accordance with 4.07 of the Bylaws, the sending of a proxy is still counted as an absence against that Board Member.

7.04.06 The Board Agenda shall includes a period near the ending of each meeting for public comments. Time restrictions on the comments are to be determined by the Chair.

7.04.07 Outside presentations such as speakers, films, etc. will be allowed at the discretion of the Chair. Any member may request the Board as a whole to determine whether a presentation shall be permitted or not. The agenda for every meeting shall provide time for members of the Board to speak to items not on the
current agenda. The time period afforded to the Board shall be called "Administrative Communications."

7.04.08 Any member may declare a conflict of interest prior to voting on an issue and may be recognized as abstaining on a vote. Members abstaining from voting shall not be allowed to speak on the issue.

7.05 Reserved.
These Bylaws were approved by unanimous vote at the October 2012 meeting of the Ambulance Advisory Board held on October 17, 2012; and forwarded to the Board of County Commissioners for their approval.

SHAWNEE COUNTY AMBULANCE ADVISORY BOARD

[Signature]

Dave Sterbenz, Chair
SHAWNEE COUNTY
AMBULANCE ADVISORY BOARD AND COMPLIANCE OFFICE
APPROVED BYLAWS

Bylaws to take effect upon approval from the Shawnee County Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SHAWNEE, KANSAS

Theodore D. Ensley, Chair

______________________________
Date

ATTEST:

______________________________
Cynthia A. Beck, Shawnee County Clerk

Approved as to Legality
and Form: Date 11-29-12

ASS'T. CO. COUNSELOR

Shawnee County Ambulance Advisory Board and Compliance Office Approved Bylaws

Page 17
December 6, 2012

TO: Board of Commissioners
Shawnee County

FROM: Alice Weingartner
Director, Community Health Center

RE: Approval to purchase mounting arms for placement of computers in exam rooms from CDW-G

ACTION REQUESTED: Approval to purchase 18 mounting arms for the placement of computers in exam rooms of the Shawnee County Health Agency – Community Health Center Clinics (SCHA-CHC) from the lowest bidder, CDW-G.

The Board of County Commissioners approved the purchase of Thin Client computers during the November 5, 2011 meeting. County IT and CHC Staff have tested the style of mounting arm proposed to ensure it will fit the exam rooms appropriately and allow for flexibility in use and movement within the room while the patient exam is taking place.

County Information Technology has been consulted on this project and supports this action.

The cost to purchase the 18 mounting arms and the VGA Cable Kits will not exceed $15,000 and is funded through the 2012 budget.

This project is supported by the CHC Governing Board.

Cc: Pat Oblander, Information Technology Director
<table>
<thead>
<tr>
<th>ITEMS</th>
<th>VENDOR</th>
<th>VENDOR</th>
<th>VENDOR</th>
<th>VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CDW*G</td>
<td>GovConnection</td>
<td>Insight</td>
<td>SHI</td>
</tr>
<tr>
<td>18 ENOVATE E997 W/48&quot; TRACK</td>
<td>$13,140.00</td>
<td>$14,580.00</td>
<td>$15,394.68</td>
<td>$13,734.00</td>
</tr>
<tr>
<td>18 ENOVATE VGA CABLE KIT</td>
<td>$594.00</td>
<td>$648.00</td>
<td>$701.10</td>
<td>$648.00</td>
</tr>
<tr>
<td>S&amp;H</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$13,734.00</td>
<td>$15,228.00</td>
<td>$16,095.78</td>
<td>$14,382.00</td>
</tr>
</tbody>
</table>
---

**Pricing Proposal**

**Quotation #:** 6084027  
**Description:** ENOVATE - PO pricing(2)  
**Created On:** Nov-30-2012  
**Valid Until:** Dec-30-2012

---

### KS-SHAWNEE CNTY

Jo Atkinson  
200 SE 7th St  
Topeka, KS 66603  
United States  
Phone: (785) 233-8200 X6093  
Fax:  
Email: Jo.Atkinson@snco.us

---

**All Prices are in US Dollar(USD)**

<table>
<thead>
<tr>
<th>Product</th>
<th>Qty</th>
<th>Your Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>E997 WITH 48IN TRACK, STANDARD KEYBOARD, EXTENSION AND CPU Bracket</td>
<td>18</td>
<td>$763.00</td>
<td>$13,734.00</td>
</tr>
<tr>
<td>Enovateit - Part#: E997BA-KU-000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 VGA MM CABLE KIT, (2) 4 USB AM TO USB, AND 10 POWER CABLE</td>
<td>18</td>
<td>$36.00</td>
<td>$648.00</td>
</tr>
<tr>
<td>Enovateit - Part#: WS-VGA-CK</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Total:** $14,382.00

---

**Additional Comments**

SHI is the sole reseller to the State of Kansas Contract # 36093 for Software. Pricing reflected within is for Net 30 account orders unless a credit card purchase was requested. Thank you for choosing SHI and feel free to visit our website below.

www.shidirect.com

Kansas WSCA Contract # 00036093

Retrieve your quote:  
https://www.shidirect.com/Quotes/Quoteinfo.aspx

---

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.
DEAR SHAWNEE COUNTY,

Thank you for considering CDW-G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE DETAILS

Requested: 11/27/2012
Quote #: DCNP014
Quote Reference: DCNP014

Grand Total: $13,734.00
Customer Number: 6835231

QUOTE DETAILS LIST

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENOVATE E997 W/48&quot; TRACK</td>
<td>18</td>
<td>2334562</td>
<td>$730.00</td>
<td>$13,140.00</td>
</tr>
<tr>
<td>Mfg. Part#: E997BA-KU-000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract: Southeast Kansas ESC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(010-C)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Go to Site</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ENOVATE VGA CABLE KIT</td>
<td>18</td>
<td>1814998</td>
<td>$33.00</td>
<td>$594.00</td>
</tr>
<tr>
<td>F/E745/E128</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mfg. Part#: WS-VGA-CK</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract: Southeast Kansas ESC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(010-C)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Go to Site</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Subtotal: $13,734.00
Shipping: $0.00
Sales Tax: $0.00

GRAND TOTAL: $13,734.00

Convert Quote to Order

SHIPPING DETAILS

Shipping Address: SHAWNEE COUNTY
Phone: (785) 233-8200
**GovConnection™**

IT Solutions for Government and Education

7503 Standish Place  
Rockville, MD 20855

---

**Account Executive:** Ericka Johnson  
**Phone:** (800) 800-0001 ext. 75514  
**Fax:** (603) 683-1144  
**Email:** emjohnson@govconnection.com

**QUOTE PROVIDED TO:**  
AB#: 12477699  
SHAWNEE COUNTY  
JO ATKINSON  
INFORMATION TECHNOLOGY  
1515 NW SALINE, SUITE 225  
TOPEKA, KS  66618

**SHIP TO:**  
AB#: 12477700  
SHAWNEE COUNTY  
JO ATKINSON  
INFORMATION TECHNOLOGY  
1515 NW SALINE, SUITE 225  
TOPEKA, KS  66618

<table>
<thead>
<tr>
<th>DELIVERY</th>
<th>FOB</th>
<th>TERMS</th>
<th>CONTRACT ID #</th>
</tr>
</thead>
<tbody>
<tr>
<td>I-30 Days A/R/O</td>
<td>Destination</td>
<td>NET 30</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Line #</th>
<th>Qty</th>
<th>Item #</th>
<th>Manuf. Part #</th>
<th>Description</th>
<th>Price</th>
<th>Ext</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>18</td>
<td>13184688</td>
<td>E997BA-KU-000</td>
<td>E997 with 48&quot; Track, Standard Keyboard, Extension and CPU Bracket Enovate It</td>
<td>$810.00</td>
<td>$14,580.00</td>
</tr>
<tr>
<td>2</td>
<td>18</td>
<td>11593707</td>
<td>WS-VGA-CK</td>
<td>VGA / USB Ext. Cables Kit Enovate It</td>
<td>$36.00</td>
<td>$648.00</td>
</tr>
</tbody>
</table>

**Lines:** 2

**Price Summary:**  
- **Total Merchandise:** $15,228.00  
- **Shipping and Handling:** $0.00  
- **Tax:** $0.00  
- **TOTAL:** $15,228.00

---

*Lease for as low as:*
We deliver according to the following terms:

Payment Terms: Net 30 days
Ship Via: Insight Assigned Carrier / Ground
Terms of Delivery: FOB DESTINATION
Currency: USD

<table>
<thead>
<tr>
<th>Material</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>E997BA-KU-00a</td>
<td>E997 WITH 48IN TRACK STANDARD KEYBOARD EXTENSION AND CPU BRACKET</td>
<td>18</td>
<td>855.25</td>
<td>15,394.68</td>
</tr>
<tr>
<td>OPEN MARKET</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WS-VGA-CK</td>
<td>10 VGA MM CABLE KIT (2) 4 USB AM TO USB AND 10 POWER CABLE</td>
<td>16</td>
<td>38.95</td>
<td>701.10</td>
</tr>
<tr>
<td>OPEN MARKET</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Product Subtotal  | 16,095.78 |
| Tax               | 0.00       |
| Total             | 16,095.78 |
Thank you for considering Insight. Please contact us with any questions or for additional information about Insight’s complete IT solution offering.

Sincerely,

Sean Phillips
800-467-4448 Ex 5050
sphillip2@insight.com
Fax: 480-760-6341

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options. Subject to IPS Terms & Conditions online unless purchase is being made pursuant to a separate written contract in which case the terms and conditions of the separate written contract shall govern.

www.ips.insight.com/TermsandConditions
**PROPOSED SYSTEM**  
*Life span of system is typically 8-10 years*

<table>
<thead>
<tr>
<th>Price per item</th>
<th>California 12 exam rooms</th>
<th>VanSickle-Thorn 6 exam rooms</th>
<th>Main 12 exam rooms</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thin Client</td>
<td>$410.00</td>
<td>$4,920.00</td>
<td>$2,460.00</td>
<td>$4,920.00</td>
</tr>
<tr>
<td>19&quot; flat screen monitor</td>
<td>$175.00</td>
<td>$2,100.00</td>
<td>$1,050.00</td>
<td>$2,100.00</td>
</tr>
<tr>
<td>Keyboard/mouse included</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost per computer</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mounting Arm*</td>
<td>$733.00</td>
<td>$8,796.00</td>
<td>$4,398.00</td>
<td>n/a</td>
</tr>
<tr>
<td>includes VGA Cable Kit</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

Cost for power cords and surface mount $2,250.00

* - due to impending relocation of Main location, will delay purchase of mounting arms until room design is determined.

**CURRENT SYSTEM**  
*Life span of system is typically 3-4 years*

<table>
<thead>
<tr>
<th>Price per item</th>
<th>California 9 tablets</th>
<th>VanSickle-Thorn 7 tablets</th>
<th>Main 4 tablets</th>
<th>Support 5 tablets</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tablet</td>
<td>$1,405.46</td>
<td>$12,649.14</td>
<td>$9,838.22</td>
<td>$5,621.84</td>
<td>$7,027.30</td>
</tr>
<tr>
<td>Battery replacement</td>
<td>$115.00</td>
<td>$1,035.00</td>
<td>$805.00</td>
<td>$460.00</td>
<td>$575.00</td>
</tr>
<tr>
<td>power cord replacement</td>
<td>$54.00</td>
<td>$108.00</td>
<td>$108.00</td>
<td>$54.00</td>
<td>$54.00</td>
</tr>
<tr>
<td>encryption</td>
<td>$139.39</td>
<td>$1,254.51</td>
<td>$975.73</td>
<td>$557.56</td>
<td>$696.95</td>
</tr>
</tbody>
</table>

**TOTAL**

$41,820.25

**ANTICIPATED COST SAVINGS BETWEEN SYSTEMS**

$8,826.25

revised 12/3/12