I. PROCLAMATIONS/PRESENTATIONS

1. Presentation on 1st quarter crime statistics—Major Jay Simecka, Sheriff’s Office.

II. UNFINISHED BUSINESS

III. CONSENT AGENDA

1. Consider approval of an emergency vehicle permit for First Call of Kansas, Inc. for funeral escort services—Emergency Management

2. Acknowledge receipt of the Notice of Public Meetings of the Shawnee County Ambulance Advisory Board RFP Committee—Emergency Management

3. Acknowledge receipt of report from the Ambulance Compliance Officer regarding response time of AMR for 3rd quarter of 2014—Emergency Management

4. Consider approval of **Resolution No. 2015-45** authorizing the County Clerk to cancel and reissue checks—Commission Cook

5. Consider authorization and execution of **Contract C202-2015**, amendment to Contract #C125-2015 with Presto-X, to include pest control at the new Election Office with a cost of $178 initially for setup and equipment and thereafter a monthly charge of $70.00—Audit Finance.

6. Consider authorization and execution of **Contract C203-2015**, amendment to Contract #467-2014 with Bob’s Janitorial Service, to include janitorial services for the new Election Office twice a week at a cost of $369.00 per month—Facilities Maintenance.

7. Consider approval to pay invoices from the Diversion Fund account in a total amount of $1,040.48—District Attorney.

8. Acknowledge receipt of the June 2 CHC meeting agenda and minutes of the May 5 meeting—Health Agency.

IV. NEW BUSINESS

A. COUNTY CLERK – Cynthia Beck

1. Consider all voucher payments.

2. Consider correction orders.

B. PLANNING DEPT. – Barry Beagle

1. Consider **Resolution No. 2015-46** authorizing a conditional use permit for an unmanned fire station at the northeast corner of NW 62nd Street and NW Leedy Road in Menoken Township—Commissioner Cook.

C. EXPOCENTRE – H.R. Cook

1. Consider approval of request for capital expenditures in the total amount of $28,238.53 as follows:

   (a) Temporary repairs in parking lots in an amount of $3,002.80.

   (b) Leak repair on McQuay chiller in an amount of $9,619.71.

   (c) Replace one condenser fan motor on McQuay chiller #2 in an amount of $1,211.24.
(d) Roof repairs for Landon Arena in an amount of $3,133.02.
(e) Repair failed water line to RV washout station in an amount of $1,292.81.
(f) Urgent repair of drain line in Landon Arena in an amount of $1,079.83.
(g) Hydro-jetting wash bay drain lines in stall barn and Domer Arena in an amount of $3,018.02.
(h) Purchase PVC product to replace approximately 300’ of old iron drain pipe in an amount of $732.10.
(i) Purchase three sign cans for Domer Arena in an amount of $1,914.00
(j) Immediate repairs to insulation in Domer Arena in an amount of $3,235.00.

D. CORRECTIONS – Brian Cole

1. Consider out-of-state travel for two Correction Specialists to attend the National Law Enforcement Training Center’s annual training seminar at an estimated cost of $2,270.00 to be paid with departmental budget funds.

2. Consider authorization and execution of Contract C204-2015, 3rd amendment to Contract C470-2012 with Securus Technologies, for inmate video visitation services, removing language that prohibits in-person visits.

3. Consider authorization and execution of Contract C205-2015 with PCI Mechanical Services for maintenance of HVAC equipment at the Adult and Juvenile Detention Centers at a cost of $4,289.00 for the period May 2015 through April 2016.

4. Consider authorization and execution of Contract C206-2015 with Stericycle for biomedical waste services provided to the Adult and Juvenile Detention Centers at an increased cost of five percent from the current contract.

5. Consider authorization and execution of Contract C207-2015, amendment #1 to Contract C124-2015 with KBS Constructors, Inc (KBS) for design/build services of a new kitchen at a maximum guaranteed price of $3,515,364.00 and a final completion date of May 26, 2016.

E. HEALTH AGENCY – Alice Weingartner/Allison Alejos

1. Consider authorization and execution of Contract C208-2015 with Rasmussen School of Health Sciences for on-site field and clinical training for Rasmussen students.

2. Consider approval of request to utilize a temporary staffing agency to fill an RN position at a cost of $45.75 per hour—CHC.

3. Consider authorization and execution of Contract C209-2015 with the Kansas Dept. of Health and Environment for tuberculosis testing at a cost of $47.00 per specimen—LHD.

4. Consider authorization and execution of Contract C210-2015 with the Kansas Dept. of Health and Environment to provide $2,000.00 to help control tuberculosis in Shawnee County for the contract period July 1, 2015 through June 30, 2016—LHD.

F. PARKS AND RECREATION – John Knight

1. Consider approval of request to solicit bids for improvements to Lauren’s Bay Park including installation of sidewalks and parks related equipment using the Parkland Acquisition and Development Fee Fund of $81,395.00.
2. Consider authorization and execution of **Contract C211-2015** with Washburn University for Kansas Career Work Study Program to provide students with job opportunities at Shawnee County with reimbursement from Washburn of 50% of the salary paid to the students.

3. Consider authorization and execution of **Contract C212-2015** with Helping Hands Humane Society, Inc. for operation of the Paws in the Park event at Gage Park with an expense to the county of $279.00 and revenue to the Parks and Recreation Foundation of $600.00.

4. Update on upcoming Parks and Recreation events in June.

**G. COUNSELOR – Rich Eckert**


**H. COMMISSION**

1. Reflect the appointment of Stanley E. Oyler to the Kansas Expocentre Advisory Board, filling an unexpired term that ends 12/31/16–Commissioner Buhler.

**V. ADMINISTRATIVE COMMUNICATIONS**

**VI. EXECUTIVE SESSIONS**
EMERGENCY VEHICLE PERMIT
(VEHICLE COPY)

15-015
PERMIT NUMBER

EXPIRATION DATE

Name: First Call of Kansas, Inc. (Robert Freeman, Jr. Owner)

Address: 1017 SW Lincoln Street

City: Topeka, Kansas 66604 County: Shawnee

Vehicle Make/Year: Toyota / 2006 Model/Style: Sienna / Van

V.I.N.: 5TDZA23C06S500638 License Tag: 633HKG

Purpose for which it is to be used: Funeral escort service.

The applicant named above has secured all appropriate signatures of approving officials and has agreed to abide with all applicable local, state and federal laws, which pertain to this permit. The required officials and the applicant's signatures are attached to the completed application form, which is on file with Shawnee County Emergency Management.

SHAWNEE COUNTY EMERGENCY MANAGEMENT:

Date: May 19, 2015 By: ____________________________

SHAWNEE COUNTY BOARD OF COMMISSIONERS:

Date: ____________________________ By: ____________________________

(Authorized by K.S.A. 8-2010a, as amended, K.S.A. 8-2010b, as amended, and Shawnee County Resolution #92-154.)
May 20, 2015

**MEMO:**  
**Public Notice of Meetings**

**TO:**  Board of County Commissioners – Shawnee County

**FROM:**  Nelson E Casteel – Ambulance Compliance Officer
            Shawnee County Emergency Management

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**Public Notice of Meetings**  
**Shawnee County AAB RFP Committee**

The Shawnee County Ambulance Advisory Board wants input from all facets of the Shawnee County community, up to and including elected officials, public officials, responders and citizens/patrons.

To assist in the collection of information and data, the AAB RFP Committee will be holding public forums:

- **Monday June 1, 2015 6:00pm**  
  Topeka/Shawnee County Public Library Marvin #101A  
  1515 SW 10th Ave; 39.050531, -95.696658 15STD6663925845

- **Tuesday June 9, 2015 1:30pm**  
  Shawnee County Courthouse Rm B11 BOCC Chambers  
  200 SE 7th Street; 39.04992, -95.67169 15STD6879825713

The Survey Monkey to collect input will remain open until June 15, 2015. It can be accessed at [https://www.surveymonkey.com/r/JSG22GC](https://www.surveymonkey.com/r/JSG22GC)

Please place on the Consent Agenda for review.

Questions may be directed to:  
Ambulance Compliance Officer Nelson E Casteel (785-251-4558)
May 19, 2015

MEMO:  Contract C428-2005 Compliance Certification & Invoicing 14-Q3

TO:  Ambulance Advisory Board Members  
      Board of County Commissioners  
      Shawnee County Kansas

FROM: Nelson E Casteel – Ambulance Compliance Officer  
      Shawnee County Emergency Management

This report signifies and certifies that the Shawnee County Ambulance Compliance Officer has found that American Medical Response (AMR) is in compliance with the response parameters and requirements as set forth in Contract C428-2005 for the third quarter of 2014.

City of Topeka Average Response must be 6:00 or less.  
AMR Average Response for City of Topeka runs is 5:03.

Shawnee County Average Response must be 12:00 or less.  
AMR Average Response for Shawnee County runs is 10:02.

AMR will be fined in the amount of $90 due to being over the 15:00 mark on six runs in the City of Topeka.

Please make check payable to Shawnee County in care of the Audit-Finance Department located at 200 SE 7th Street in Rm #201, Topeka Kansas 66603.

The attached spreadsheet provides details, findings and stats for the third quarter of 2014 and also includes the information from the third quarter of 2013 and 2012 for comparison.

Please place on the Consent Agenda for review.

Should you have any questions please feel free to contact:  
Compliance Officer Nelson E Casteel at nelson.casteel@snco.us or 785-251-4558

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</tr>
<tr>
<td>First Unit Unable</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>1</td>
<td>0.2%</td>
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<tr>
<td>Incorrect Address</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>0</td>
<td>0.0%</td>
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<tr>
<td>Missed Time Stamp</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>0</td>
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<tr>
<td>Multiple Emergencies</td>
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<td>5</td>
<td>18</td>
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<td>13.9%</td>
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<tr>
<td>Post Lag</td>
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<td>0.0%</td>
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<tr>
<td>Severe Weather</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
<td>12</td>
<td>2.8%</td>
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<tr>
<td>Traffic Congestion</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0.0%</td>
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<td>ALL AREAS</td>
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<tr>
<td>Exemptions Requested</td>
<td>4</td>
<td>7</td>
<td>82</td>
<td>93</td>
<td>2.2%</td>
<td>12</td>
<td>1.2%</td>
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<tr>
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<td>4</td>
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<td>60</td>
<td>71</td>
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<tr>
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<td>0</td>
<td>22</td>
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<td>Reason for Request</td>
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<tr>
<td>Severe Weather</td>
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<td>0</td>
<td>1</td>
<td>1</td>
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</tr>
<tr>
<td>System Overload</td>
<td>4</td>
<td>7</td>
<td>82</td>
<td>93</td>
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<td>Train/DrawBridge</td>
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<td></td>
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</tr>
</tbody>
</table>
RESOLUTION NO. 2015-45

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SHAWNEE COUNTY, KANSAS

sitting in regular session this ______ day of __________________, 2015, that the Shawnee County

Clerk be authorized and directed to cancel the following check(s):

<table>
<thead>
<tr>
<th>NAME OF VENDOR</th>
<th>FUND</th>
<th>CHECK</th>
<th>AMOUNT</th>
<th>ISSUED</th>
<th>REASON</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sloan, Eisenbarth, Glassman,</td>
<td>10CT000</td>
<td>40044257</td>
<td>$300.00</td>
<td>04/15/15</td>
<td>Never Rec'd Check</td>
</tr>
<tr>
<td>McEntire &amp; Jarboe, LLC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heather A. Byrne</td>
<td>10CT000</td>
<td>40043877</td>
<td>$62.40</td>
<td>04/08/15</td>
<td>Never Rec'd Check</td>
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<tr>
<td>Southeastern Security Consultants</td>
<td>10PR000</td>
<td>40044870</td>
<td>$17.50</td>
<td>04/24/15</td>
<td>Ck destroyed in mail</td>
</tr>
<tr>
<td>Samco Inc</td>
<td>11FM000</td>
<td>40045742</td>
<td>$1,699.50</td>
<td>05/06/15</td>
<td>Ck destroyed in mail</td>
</tr>
<tr>
<td>Samco Inc</td>
<td>11FQ200/11LH200</td>
<td>40045742</td>
<td>$199.50</td>
<td>05/06/15</td>
<td>Ck destroyed in mail</td>
</tr>
</tbody>
</table>

Also authorize the re-issuance of said check(s) as follows:

<table>
<thead>
<tr>
<th>NAME OF VENDOR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sloan, Eisenbarth, Glassman,</td>
<td>$300.00</td>
</tr>
<tr>
<td>McEntire &amp; Jarboe, LLC</td>
<td>$62.40</td>
</tr>
<tr>
<td>Heather A. Byrne</td>
<td>$17.50</td>
</tr>
<tr>
<td>Southeastern Security Consultants</td>
<td>$1,899.00</td>
</tr>
<tr>
<td>Samco Inc</td>
<td></td>
</tr>
</tbody>
</table>

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

______________________________
Kevin J. Cook, Chair

______________________________
Michele A. Buhler, Vice Chair

______________________________
Robert E. Archer, Member

ATTEST:

Cynthia A. Beck, County Clerk
AFFIDAVIT FOR STOP PAYMENT ON LOST WARRANT
K.S.A. 10-706

Sloan, Eisenbarth, Glassman, McEntire & Jarboe, LLC states that they reside at 534 S Kansas Ave., Ste 1000, Topeka, Kansas 66603, and is the owner and titled to the possession of a certain warrant issued by the County of Shawnee, State of Kansas, through the County Clerk of said County, dated April 15, 2015, and numbered 40044257 in the amount of $300.00, and payable from the 10CT000 fund, numbered 66 of said County, which warrant was issued to Sloan, Eisenbarth, Glassman, McEntire & Jarboe, LLC on the 15th day of April, 2015, by said County Clerk in payment for Court-Appointed Attorney Fees - 13P524.

AFFIANT further states that on or about the 18th day of May, 2015, said warrant was lost, destroyed or stolen in the following manner:
Never received check.

AFFIANT further states that they have not disposed of said warrant to any other person or persons, nor given any person or persons, any transfer, power of attorney, order or other authority of any kind or nature to transfer, or dispose of the said warrant; and further states that he makes this statement of the above facts, for the purpose of inducing the said County Clerk to issue to this affiant a replacement warrant in place of the said warrant described and numbered above.

Signature

STATE OF KANSAS )
COUNTY OF SHAWNEE ) SS:

Subscribed and sworn to before me this 18 day of May, 2015.

My Commission Expires on the 24 day of December, 2018.

Please complete this form and mail to:
Cynthia A. Beck, SHAWNEE COUNTY CLERK
SHAWNEE COUNTY COURTHOUSE, RM. 107
Topeka, KS 66603

Received by County Treasurer

Name

Date 5-31-15
AFFIDAVIT FOR STOP PAYMENT ON LOST WARRANT
K.S.A. 10-706

Heather A. Byrne states that she resides at
2755 SW Berkshire Drive in Topeka, Kansas, and is the owner and titled
(address) (city) (state) 66614
to the possession of a certain warrant issued by the County of Shawnee, State of Kansas, through the
County Clerk of said County, dated April 8, 2015, and numbered
40043877 in the amount of $62.40, and payable from the
10CT000 fund, numbered 40043877 of said County, which warrant
(no. of fund)
was issued to Heather A. on the 8th day of April, 2015, by said
County Clerk in payment for Juror duty.

AFFIANT further states that on or about the 21st day of May, 2015, said warrant
was lost, destroyed or stolen in the following manner:

Never Received Check

AFFIANT further states that she has not disposed of said warrant to any other person or persons, nor given
any person or persons, any transfer, power of attorney, order or other authority of any kind or nature to transfer,
or dispose of the said warrant; and further states that he makes this statement of the above facts, for the
purpose of inducing the said County Clerk to issue to this affiant a replacement warrant in place of the said warrant described.

My Commission Expires on the ______ day of ______, 201__

NOTARY PUBLIC or COUNTY CLERK

Please complete this form and mail to:
Cynthia A. Beck, SHAWNEE COUNTY CLERK
SHAWNEE COUNTY COURTHOUSE, RM. 107
Topeka, KS 66603

RECEIVED BY COUNTY TREASURER
NAME _______________________
DATE 5-21-15
<table>
<thead>
<tr>
<th>DATE</th>
<th>CHECK NO.</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/24/15</td>
<td>40044870</td>
<td>17.50</td>
</tr>
</tbody>
</table>

VOID IF NOT CASHED WITHIN 180 DAYS
Shawnee County
Topeka, Kansas
(785) 233-8200 ext. 4159

PAY
ONE Thousand EIGHT Hundred NINETY NINE Dollars and ZERO Cents
TO THE ORDER OF
SAMCO INC
3840 NW 14TH SUITE C
TOPEKA, KS 66618-2854

UMB.
05/06/15

CHAIRMAN
COUNTY TREASURER
May 26, 2015

To: Shawnee County Board of County Commission

From: Betty Greiner, Financial Administrator
       Michele Hanshaw, Purchasing

Re: Adding the new Election's office to the pest control contract with Presto-X.

Presto-X has the County's pest control contract currently. They were contacted about the new Elections facility. Attached is their quote to provide this service.

We are requesting permission for the board to approve adding this location to our current contract.

Thank you for your consideration.

Michele Hanshaw
Michele,

I surveyed this location today and found that it will require 13 outside bait stations and 5 inside traps, which will have a one time charge of $178.00 for the initial set up and equipment, plus the service. After that the monthly charge for the service will be $70.00 per month.

In doing my survey I noticed that in the mechanical room downstairs, there is a door to the outside on the East wall that has a good sized gap all the way across the bottom of it which I am sure is an easy access point for rodents. This really needs to be sealed ASAP in order to help control the mouse problem. Please let me know if there is anything else I can do and how you would like me to proceed. Thanks you and have a great holiday weekend.

Craig

--

P.S. are you interested in Commercial Interior Landscaping or Holiday Decorating? Consider our sister company Ambius. Contact rosie.baker@amiubis.com

---

Craig Duhr
Sales Representative
420 NW Business Park Lane, Kansas City, MO 64150

cell 816-223-0936 office 816-587-5550/800-759-5266
fax 816-587-5554
email craig.duhr@prestox.com web www.prestox.com

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ADDENDUM #2 TO SHAWNEE COUNTY CONTRACT NO. C151-2014

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

THIS AGREEMENT is between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS (County) and PRESTO-X (Contractor).

1. SERVICES TO BE PERFORMED

Contractor agrees to perform the following services for County:

Pest control services at Shawnee County Elections Office.

This Agreement shall commence on June 1st, 2015, and shall end on April 1st, 2016, 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>Pest control services</td>
<td>3420 SW Van Buren (Elections Office)</td>
<td>$178.00</td>
</tr>
<tr>
<td></td>
<td>Initial set up will be a one time charge</td>
<td>$70.00</td>
</tr>
<tr>
<td></td>
<td>Monthly service charge</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-
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. 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 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
Date: ________________________________

ATTEST:

________________________________________

Cynthia A. Beck, Shawnee County Clerk

CONTRACTOR

________________________________________

Printed Name: ____________________________
Address: _________________________________
Date: ________________________________
DATE: May 26, 2015

TO: Board of County Commissioners

FROM: Bill Kroll, Facilities Maintenance Director

SUBJECT: Request for approval of contract amendment with Bob's Janitorial to include new Elections Office Building at 3420 SW Van Buren. (Original contract # C322-2013)

Frequency of cleaning remains at two times per week. Areas to be cleaned include offices and cubicles, meeting rooms, breakroom, elevator, lobby and restrooms. Due to increased square footage a price increase of $173 per month ($2,076 annually) has been included.

Respectfully,

Bill Kroll
Facilities Maintenance Director

Cc: Betty Greiner, Director of Administrative Services
May 11, 2015

Proposed Amendment to
Contract No. C467-2014

For
Shawnee County Election Office's
new location at 3420 Van Buren
Topeka, Kansas
Attn: Mark A. Stock
email: mark.stock@snco.us
phone: 785-251-5900

Per your request, we are pleased to submit the following proposal for our janitorial services to be performed in the new location of the County Election Office.

RESPONSIBILITIES:

As outlined in the current Shawnee County Contract C322-2013 for Janitorial Services which has been extended per letter dated December 11, 2014.

FREQUENCY: Two times per week

AREAS TO BE CLEANED:

Offices, meeting rooms, breakroom, restrooms, stairways, elevator, lobby and entryways.

COST QUOTATION: $369.00 per month

NOTE: The current billing amount of $196.00 per month will be discontinued on the date the offices at the location of 911 SW 37th Street are vacated, or upon another agreed date.

ACCEPTED BY:

SHAWNEE COUNTY

Bob's Janitorial Service & Supply, Inc.
725 NE US 24 Highway, Ste. A • Topeka, KS 66608 • 785-271-6600 1 730 Lincoln, Unit 5 • Lawrence, KS 66044 • 785-749-3311
MEMORANDUM

TO: Board of County Commissioners

FROM: Chadwick J. Taylor, District Attorney

DATE: May 27, 2015

RE: Request for Diversion Fund Payments

The District Attorney's Office wishes to pay the following invoices from their Diversion Fund account:

1) Clayton Paper & Distribution, Inc. for copy paper
   a) Invoice No. 81066 dated May 12, 2015 in the amount of $185.40
   b) Invoice No. 81325 dated May 19, 2015 in the amount of $185.40

2) Davison, Sarah for transcript fees
   a) Invoice No. 15007 dated May 14, 2015 in the amount of $38.50

3) Ellis, Diana for transcript fees
   a) Invoice dated May 18, 2015 in the amount of $17.50

4) Independent Stationers for office supplies
   a) Invoice No. 525265 dated May 14, 2015 in the amount of $299.56
   b) Invoice No. 526395 dated May 19, 2015 in the amount of $314.12

The District Attorney's Office hereby requests placement on the consent agenda for consideration of the above itemized invoices, in the total amount of $1,040.48, to be paid from the Diversion Fund account.
**INVOICE**

**CLAYTON PAPER AND DISTRIBUTION**

Address: 1302 S. 58th Street
ST. JOSEPH, MO 64507

**Sold To**

SHAWNEE COUNTY
200 SE 7TH STREET
PURCHASING B-27
TOPEKA KS 66603

**Ship To**

DISTRICT ATTORNEY'S OFFICE
200 SE 7TH STREET
TOPEKA KS 66603

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<tr>
<th>Customer #</th>
<th>Order Date</th>
<th>Sales Order #</th>
<th>Buyer</th>
<th>Customer P/O #</th>
<th>Ship Via</th>
<th>Salesmen</th>
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<td>05/07/2015</td>
<td>081066</td>
<td>KATHY BEACH</td>
<td>Tr L1/001</td>
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**Invoices #**

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<th>Invoice #</th>
<th>Invoice Date</th>
<th>Ship Date</th>
<th>Freight Terms</th>
<th>Job Number</th>
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<td>081066</td>
<td>05/12/2015</td>
<td>05/11/15</td>
<td>PREPAID</td>
<td></td>
<td>NET 30 DAYS</td>
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</table>

<table>
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**Signature Proof of Delivery:**

05/11/15 10:39

**PLEASE VISIT OUR WEBSITE AT WWW.CLAYTONPAPER.COM**
**FIND US ON FACEBOOK!**

**Merchandise**

$185.40

**Freight**

$0.00

**Misc Charges**

$0.00

**Sub Total**

$185.40

**Taxable**

$0.00

**Tax (TSE)**

$0.00

**TOTAL**

$185.40

**Terms & Conditions**

All claims must be made within 5 days. Amounts over 60 days past due are subject to 1.5% monthly service charge. If account is placed with collection buyer is responsible for all fees.
**INVOICE**

Sold To  
SHAWNEE COUNTY  
200 SE 7TH STREET  
PURCHASING B-27  
TOPEKA KS 66603

Ship To  
DISTRICT ATTORNEY'S OFFICE  
200 SE 7TH  
TOPEKA KS 66603

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**Freight Terms**  
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**Merchandise**  
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**Freight**  
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**Misc Charges**  
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**Sub Total**  
185.40

**Taxable**  
0.00

**Tax (9%)**  
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**Total**  
$185.40

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**Terms & Conditions**

All claims must be made within 5 days. Amounts over 60 days past due are subject to 1.5% monthly service charge. If account is placed with collection, buyer is responsible for all fees.

**Please visit our website at www.claytonpaper.com**

---

**Signature Proof of Delivery:**

05/18/15 10:52

**Customer Copy**

Pay By 06/13/2015
Bill To:
Shawnee County
200 SE 7th St
TOPEKA, KS 66603

Customer PO #:

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Amount Due: $299.56

Invoice #: IN-000525265
Total Amount Due: $299.56
Customer Name: Shawnee County
Customer Account #: 
Invoice Due Date: 6/13/2015

Thank you for your Business!

If you are paying by credit card, then no balance is due at this time. Thank you.
Bill To:  
Shawnee County  
200 SE 7th St  
TOPEKA, KS 66603

Ship To:  
District Attorney  
200 SE 7th Room 214  
Topeka, KS 66603

Customer PO #: 

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Amount Due: $314.12

Invoice #: IN-000526395  
Total Amount Due: $314.12  
Customer Name: Shawnee County  
Customer Account #: 486028759  
Invoice Due Date: 6/18/2015

Thank you for your Business!

If you are paying by credit card, then no balance is due at this time. Thank you.
Shawnee County Health Agency
1615 SW 8th Avenue - Topeka, KS 66606-1688
Ph. (785) 251-2000 Fax (785) 251-2098
www.snco.us/ha

Community Health Center Governance Board Retreat
Tuesday, June 2, 2015 from 10:30 am-4:30 pm
Garden House, Lake Shawnee
3720 SE Yacht Ct.

AGENDA

10:30 am  Board Meeting
           1. Call to Order
           2. Approval of May 5, 2015 Meeting Minutes
           3. SCHA Board Committees
              o Governance/QA Committee
                 • Acknowledgment of HIIP Support Letter Signed
                 • Policy 19.69 Scope of Practice
                 • Policies 17.00 & 17.01 Recruiting CHC Board Members & Committee Members
                 • Policy 17.02 CHC Governance Board Recruitment and Retention Plan
                 • QA/QI Plan & Policy
              o Executive Committee
                 • Policy 15.16 SCHA CHC Provider On-Call Coverage
              o 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
           8. Adjourn

11:30 am  Lunch and Pre-evaluation

12:15 pm  Welcome
          Tanya Tostado, CHC Board Chair
          Alice Weingartner, CHC Executive Director

12:45 pm  Review of Board Manual
          Alice Weingartner, CHC Executive Director
          Elly Shughart, CHC Office Assistant III
          • Annual Review Board Conduct Policy
          • Review of 2014-2015 Board Approved Actions
          • Board Roles & Responsibilities
          • Board Composition
          • Committees & Responsibilities

1:15 pm   2014-2015 Accomplishments

1:30 pm   Break

2:00 pm   Board Training
          • Roberts Rules of Order – Ashley Biegert, Assistant County Counselor, Shawnee County
          • Safety Net System Changes – Alice Weingartner, Director, CHC and Dave Sanford, Chief Executive Officer, GraceMed Health Clinic Inc.

3:00 pm   Break

3:15 pm   Board Training - Continued

4:30 pm   Post Evaluation and Adjourn

Leading the way to a healthier Shawnee County.
SCHA CHC BOARD MEETING
SCHA Auditorium
May 5, 2015 12:00 PM

MEMBERS PRESENT: Tanya Tostado, CHC Board Chair, Michelle Sweeney, CHC Board Vice-Chair, Kim Hodgson, CHC Board Secretary, Jim Kinderknecht, Wanetta Bean, Walter Stevenson, Dr. VanSickle, Rick Woods, and Chris Hartman

MEMBERS ABSENT: Sherry Obrosky and Commissioner Robert Archer

NON-VOTING MEMBERS: Karla Hedquist

GUESTS: Barbara Lerma, LOWV

STAFF PRESENT: Alice Weingartner, CHC Executive Director, Dr. Laurel Vogt, Medical Director, Ashley Biegert, Assistant County Counselor, Dianna Yates, CHC Division Manager, Tamara Copeland, Finance Officer, Nancy Mitchell, Accountant II, and Elly Shughart, Office Assistant III

CALL TO ORDER
Community Health Center (CHC) Board Chair called the meeting to order at 12:10pm. A quorum was present. Due notice had been mailed.

APPROVAL OF MEETING MINUTES
The minutes of the April 7, 2015, CHC Board meeting were approved with revisions.

QUALITY ASSURANCE (QA) COMMITTEE
The QA Committee reviewed the Quality Improvement (QI) minutes from the previous month. The QI Committee continues to discuss the walk-in Plan Do Study Act (PDSA). The Medical Director will take walk-ins from 2:00pm-4:00pm at the California Clinic on May 15, 2015, May 22, 2015, May 29, 2015, June 12, 2015, June 19, 2015, and June 26, 2015. For this PDSA, only acute needs for established patients at the CHC will be seen. If walk-in appointments are continued, hospital follow-ups will be added on a walk-in basis.

The QI Committee also discussed utilization of the QI funding received. The Midwest Clinicians’ Network provided patient satisfaction surveys. The surveys were given and

Leading the way to a healthier Shawnee County.
returned to them to analyze the information and send back reports. The Board of County Commissioners (BCC) approved the closing of the CHC on August 26, 2015, for an all CHC staff training through Coleman Associates. Patient education tools are being ordered for the clinics.

The CHC is still offering “Freedom from Smoking” classes. The second class only had one participant so the Public Information Officer is working on community outreach for this class. The second diabetes education class is scheduled in July. It will be at Avondale East.

The committee reviewed the 2014 Uniformed Data System (UDS) report. The proposed changes for the 2015 UDS report are tracking the number of dually eligible Medicaid and Medicare patients, tracking number of children 6-9 at high risk for cavities who receive a dental sealant on a permanent first molar tooth, revising the HbA1c measure to track only HbA1cs of less than 8% and greater than 9%, and use of International Classification of Diseases-10 (ICD-10) will be a requirement as of October 1, 2015.

EXECUTIVE COMMITTEE
The committee reviewed the by-laws and the co-applicant agreement. There were no changes proposed at this time.

FINANCE COMMITTEE
The Chairman reported the CHC’s year to date (YTD) revenue is $1,352,878 with expenditures of $1,100,644 leaving the earned net income at $252,234. The estimated total yearend income is approximately $3,716. The total cost per patient is at $431.46. That number will continue to grow throughout the year to approximately $800. The accounts receivable (AR) trend summary report reflects an ending AR balance of $274,590 which is a net AR increase of $17,465.

The committee reviewed finance policies that were revised due to the Policy Information Notice (PIN) that came out at the end of 2014 from Health Resources and Services Administration (HRSA). Changes to each policy are highlighted in yellow.

Wanetta Bean made a motion to recommend to the full CHC Board to approve revisions on policy 44.30 Income Verification. No discussion took place. Motion carried.

On policy 48.45 Self-Declaration of Family Income for CHC Services, one additional change was made besides the revisions highlighted in yellow. In the first paragraph under policy, the information in parentheses referencing PIN 2014-02 will be made into references at the end of the document. The primary change to this policy is the addition of the application for the sliding scale discount. This application can be utilized for any patient, new or established. Walt Stevenson was concerned regarding the three day window given to established patients who do not bring in their income because he is unable to get a benefit statement for at least seven days. The Finance Officer advised him he can bring in a bank statement. Rick Woods inquired regarding the three day
window and whether or not that could be modified to seven days. The Accountant II advised due to system requirements for the Business Office, seven days would be too long.

Kim Hodgson made a motion to recommend to the full CHC Board to approve revisions on policy 48.45 Self-Declaration of Family Income for CHC Services. No discussion took place. Motion carried.

The primary change on policy 48.50 Sliding Scale Discounts is that family size is defined.

Wanetta Bean made a motion to recommend to the full CHC Board to approve revisions on policy 48.50 Sliding Scale Discounts. No discussion took place. Motion carried.

CHC EXECUTIVE DIRECTOR'S REPORT

- The Executive Director reported she received an email from the Grants Management Office of HRSA stating Shawnee County and GraceMed, Inc. can utilize the Successor in Interest process to address the operational change which means a full competitive grant application will not have to be completed. There has been a grant released call the Health Infrastructure Improvement Program (HIIP) grant. There will be 150-175 grants awarded and each will be up to $1 million each. The intent of the grants is to be used for renovating or remodeling facilities to expand services.

- There was a cut in the state primary care funding of approximately $378,000. The state association continues to work with legislators to assist them in identifying ways to possibly get the funding back.

- The annual Board retreat will be on Tuesday, June 2, 2015, at the Garden House at Lake Shawnee. The regular Board meeting will be from 10:30am-11:30am, Board members will have lunch, and the retreat will follow. The Executive Director requested that the Chief Executive Officer (CEO) of GraceMed, Inc. come to the Board retreat to talk to Board members about the upcoming operational changes.

- The Quality and Risk Management Officer resigned. The BCC approved a contract with her so she will continue to do some of her job functions. The Finance Officer also resigned effective May 28, 2015. She has been instrumental in developing and refining the finance, grants management, and business office functions of the Shawnee County Health Agency (SCHA). The SCHA directors are working on a request to the BCC to refill her position.

- Discussion continues regarding the Chronic Conditions Health Homes. The Executive Director shared with the association that the CHC's participation would
be limited due to the operational changes. GraceMed, Inc. is developing this initiative in Sedgwick County with ComCare.

- The application for redeeming of the Federal Tort Claims Act (FTCA) is almost complete and is due on May 26, 2015. There are no significant changes from previous years other than the inclusion of more current QI/QA meeting minutes.

- The Governance Committee needs to meet this month to review needs assessment, scope of project, and Board recruitment policies. The meeting will take place on May 12, 2015, at 12:00pm. The QA Committee will meet afterwards.

**MEDICAL DIRECTOR’S REPORT**
The new Physician’s Assistant (PA) is starting on May 18, 2015. Work continues on his orientation.

**HEALTHACCESS (HA) REPORT**
There are approximately 1,800 people enrolled in HA. Of those, approximately 65% are patients of the SCHA. Karla requested that the Accountant II meet with the eligibility specialists to review finance requirements.

**NEW/MISCELLANEOUS BUSINESS**
The Board reviewed the privileging form for Ryan Cook, P.A.

> Wanetta Bean made a motion to approve the privileging form for Ryan Cook, P.A. Kim Hodgson seconded the motion. Motion carried.

**ADJOURN**
The meeting was adjourned at 1:00pm.

Minutes taken by Elly Shughart

Reviewed by:

__________________________________________
CHC Board Chair

__________________________________________
CHC Executive Director
**Agenda Item**

**Shawnee County Board of Commissioners**

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**Description:** Requesting a Conditional Use Permit to establish a Public Use Facility (unmanned fire station) on property currently zoned "RA-1" Rural Agricultural District and located at the northeast corner of NW 62nd Street and NW Leedy Road in Menoken Township. The Planning Department recommended this request be conditionally approved as referenced in the attached report dated May 11, 2015.

**Planning Commission Recommendation:** The Planning Commission considered this request on May 11, 2015, and by a vote of 5-0-0 recommended Conditional Approval of the proposal as referenced in the Commission's attached report.

**County Commission Action:** Consideration by the Board of County Commissioners and decision to adopt the accompanying resolution on: June 1, 2015.
BY ORDER OF THE BOARD OF COUNTY COMMISSIONERS,
SHAWNEE COUNTY, KANSAS

RESOLUTION 2015-46

CONDITIONAL USE PERMIT

IS HEREBY ADOPTED IN ACCORDANCE WITH K.S.A. 19-2960 AND THE ZONING
REGULATIONS, SHAWNEE COUNTY, KANSAS.

SECTION 1. THIS RESOLUTION HEREBY AUTHORIZES A CONDITIONAL USE PERMIT FOR
THE FOLLOWING DESCRIBED REAL PROPERTY FOR THE PURPOSE OF:

ESTABLISHING A PUBLIC USE FACILITY (UNMANNED FIRE STATION) ON
PROPERTY ZONED "RA-1" RURAL AGRICULTURE DISTRICT AND LOCATED
AT THE NORTHEAST CORNER OF NW LEEDY ROAD AND NW 62ND STREET IN
MENOKEN TOWNSHIP, AND LEGALLY DESCRIBED AS FOLLOWS:

A tract of land located in the Southeast Quarter of Section 21, Township 10 South, Range
15 East of the 6th Principal Meridian, in Shawnee County, Kansas more particularly
described as follows:

Commencing at the Southwest corner of the Southwest Quarter of said Section 21; thence
on an assumed bearing of North 01 degrees 23 minutes 49 seconds West on the West line
of said Southwest Quarter a distance of 44.91 feet; thence North 88 degrees 46 minutes
14 seconds East a distance of 30.00 feet to the point of beginning; thence North 01 degrees
23 minutes 49 seconds West a distance of 361.49 feet; thence North 88 degrees 46 minutes
14 seconds East a distance of 361.50 feet; thence South 01 degrees 23 minutes 49 seconds
East a distance of 361.49 feet; thence South 88 degrees 46 minutes 14 seconds West a
distance of 361.50 feet to the point of beginning.

Said tract contains 130,680 square feet, (3.00 acres) of land more or less.

SECTION 2. CONDITIONS SUBJECT TO:

1. Use and development of the site as a public use facility (unmanned fire station) in
accordance with the accompanying site plan dated April 15, 2015.

2. Compliance with the Operational Plan dated March 2, 2015.

3. A plat of subdivision to be approved and recorded in advance of seeking application
for a building permit to construct the fire station.

4. The Conditional Use Permit will be confined to use of the property as a fire station
with no other public uses or functions accommodated. No outdoor fire training
facilities shall be included.
5. Approval of a Class “A” Drainage Report by the Shawnee County Public Works Department.

6. Should the site cease to be used for a public use facility (unmanned fire station) for a period of 12 consecutive months, the Conditional Use Permit shall become null and void.

SECTION 3. THIS RESOLUTION SHALL BECOME EFFECTIVE UPON ENDORSEMENT BY THE MEMBERS OF THE BOARD OF COUNTY COMMISSIONERS AND PUBLICATION IN THE OFFICIAL COUNTY NEWSPAPER.

DATE: __________________________, 2015.

Kevin J. Cook, CHAIR

Michele A. Buhler, VICE-CHAIR

Robert E. Archer, MEMBER

ATTEST:

Approved as to Legality and Form: Date 3/19/15

ASST. CO COUNSELOR

COUNTY CLERK, Cynthia A. Beck

APPLICANT: Michael D. & Laura A. Barrett CASE NO: CU15/02
CONDITIONAL USE PERMIT REPORT

OF THE

Shawnee County Planning Commission

CASE NO.: CU15/02          BY: Michael D. & Laura A. Barrett

REQUESTED ACTION: Conditional Use Permit for a Public Use Facility (Fire Station)

IN ACCORDANCE WITH APPLICABLE STATUTES AND LOCAL RESOLUTION, THE PLANNING COMMISSION HELD A PUBLIC HEARING ON MAY 11, 2015 TO CONSIDER THE ABOVE IDENTIFIED PROPOSAL TOGETHER WITH THE FACTS, CONDITIONS, TESTIMONY, AND THE REPORT OF THE PLANNING DEPARTMENT.

BASED THEREON, THE PLANNING COMMISSION, UPON A MAJORITY VOTE OF THE QUORUM, (5-0-0) RECOMMENDS APPROVAL, SUBJECT TO:

1. Use and development of the site as a public use facility (unmanned fire station) in accordance with the accompanying site plan dated April 15, 2015.

2. Compliance with the Operational Plan dated March 2, 2015.

3. A plat of subdivision to be approved and recorded in advance of seeking application for a building permit to construct the fire station.

4. The Conditional Use Permit will be confined to use of the property as a fire station with no other public uses or functions accommodated. No outdoor fire training facilities shall be included.

5. Approval of a Class “A” Drainage Report by the Shawnee County Public Works Department.

6. Should the site cease to be used for a public use facility (unmanned fire station) for a period of 12 consecutive months, the Conditional Use Permit shall become null and void.

SUMMARY STATEMENT OF PLANNING COMMISSION: The Planning Commission concurred with the conclusions and rationale of the Planning Staff and therefore adopts the staff report and recommendation as the report and recommendation of the Planning Commission. In summary, Planning Commission believes the proposed use would provide enhanced fire protection and emergency coverage in the northern portion of the fire district. The location of the proposed unmanned fire station is not anticipated to conflict with the predominant agricultural character of this area nor that of surrounding properties.

BY:  
Dave Macfee, Chairman
ROLL CALL AND ANNOUNCEMENT OF HEARING PROCEDURE: Dave Macfee, Chair, called the meeting to order at 6:42 p.m. and asked for roll call to be taken.

MEMBERS PRESENT: Dave Macfee, Lynn Marolf, Pat Tryon, Christi McKenzie and Matt Appelhanz. With five members present a quorum was established and the meeting was called to order.

MEMBERS ABSENT: Nancy Johnson and Brian Jacques.

STAFF PRESENT: Barry T. Beagle, Planning Director; Joelee Charles, Administrative Assistant; and, Ashley Siegert, Assistant County Counselor.

APPROVAL OF FEBRUARY 9, 2015, PUBLIC HEARING MINUTES: Mr. Macfee asked for approval of the February 9, 2015, Planning Commission public hearing meeting minutes. Mr. Marolf moved to approve the February 9, 2015, minutes, seconded by Mr. Appelhanz, and with a unanimous voice vote, the minutes were approved.

COMMUNICATIONS: Mr. Beagle stated he handed out two additional items: the proposed 2016 Planning Department budget for Planning Commission review and acceptance; and, a copy of a proposal submitted to the County Commission to create an exploratory committee to investigate the feasibility of adopting a Building Code in the county.

EX PARTE COMMUNICATION BY MEMBERS OF THE COMMISSION: There were no Ex Parte communications expressed by members of the Commission.

DECLARATION OF CONFLICT OF INTEREST BY MEMBERS OF THE COMMISSION OR STAFF: There were no declarations of conflict of interest by commission members or staff.

ZONING AND SUBDIVISION ITEMS:

1. Hoffman Subdivision (Preliminary and Final Plat Phase) [P15/01] by Tanking Survey for property located at 4045 NW Davis Road in Rossville Township.

Mr. Beagle stated the request was to establish a one-lot subdivision plat of a 2.31 acre parcel. The parcel was split-off from a larger farm tract in 2000 and does not conform to the minimum 3-acre plat exemption requirement of the Shawnee County Subdivision Regulations. In order to make the parcel compliant, the applicant seeks to plat the property as a one-lot subdivision. Mr. Beagle said the Public Works Department was requiring additional dedication of right-of-way which was reflected on the plat. Staff was recommending approval of the plat as submitted.

Mr. Marolf asked when it was split-off and if it was in violation. Mr. Beagle said it was split-off from the parent parcel by warranty deed in 2000. The current 3-acre, 200 foot frontage plat exemption requirement was established in 1992. Any parcel that is subdivided into two or more tract of land must be platted if either parcel does not comply with the minimum acreage and frontage requirement. When the parcel was split-off in 2000, it was automatically non-conforming since it did not comply with the 3-acre minimum lot size requirement.

Mr. Macfee asked if the applicant had any comments. Ms. Perry was present but did not have any comments to offer. Mr. Macfee opened the public hearing and asked if anyone wanted to speak in favor.
or against the proposal. With no one speaking to the plat proposal, Mr. Macfee closed the public hearing.

Mr. Tryon said he saw no compelling reason to deny the request and moved to recommend Approval of the proposed subdivision; seconded by Ms. McKenzie. With a vote of 5-0-0, the preliminary and final plats were Approved.

2. CU15/02 by Michael D. & Laura A. Barrett seeking a Conditional Use Permit to establish a public use facility (unmanned fire station) on property zoned “RA-1” Rural Agriculture District and located at the northeast corner of NW Leedy Road and NW 62nd Street in Menoken Township.

Mr. Beagle said the applicant had initiated the request for a Conditional Use Permit on behalf of Shawnee County Fire District No. 1, purchaser, to establish a public use facility (unmanned fire station) on the subject property. He said Shawnee County Fire District No. 1 intends to acquire the parcel should the CUP be approved. The proposal provided for the construction of a 3,500 square foot single story structure. It would be primarily devoted to equipment bays. The site plan makes provision for the accommodation of nine vehicle parking spaces. Mr. Beagle said there would be a looped drive coming off of Leedy Road that would provide access to the property. He said staff reviewed the proposal in the context of the established rural agricultural character of the area with the nearest dwelling located approximately 1,500 feet to the southeast at 5925 NW 62nd Street and the next nearest dwelling approximately a quarter-mile away. He didn’t think it would be a deterrent to the use and enjoyment of neighboring property or interfere with the rural agriculture character. The Planning Department was recommending the request be approved subject to the conditions stated in the staff report, including compliance with the site development plan and the applicant’s operational plan. If the request was approved and prior to obtaining a building permit the property would need to be platted as a one-lot subdivision and through that subdivision process it would pick up additional dedication of right-of-way as required by the Public Works Department. A drainage report would be satisfied in conjunction with the plat of subdivision process as well.

Mr. Macfee asked if anyone had any questions for Mr. Beagle.

Mr. Marolf asked if Public Works had any issues. Mr. Beagle said there were no significant issues or site distance problems that were identified.

Mr. Macfee asked if the applicant had any comments.

Mr. Kevin Holland, Cook, Flatt & Strobel, Engineers, P.A., 2930 SW Woodside Drive, Topeka, Kansas 66614.
- Said it would be an unmanned fire station in order to expand the coverage of the Silver Lake area and help the insurance rates.

Mr. Marolf asked what would be placed at the location. Mr. Holland said there would be three bays for fire trucks for voluntary use. No personnel would be there. Mr. Marolf asked if it was going to be used for training. Mr. Holland said no training would be conducted there and he believed the Conditional Use Permit limited that.

Mr. Tryon asked Mr. Beagle if the Conditional Use Permit would have to be amended if it was decided to man the fire station. Mr. Beagle said it may require a minor amendment. The operational plan and documentation within the site plan recognized that it was an unmanned facility. If the circumstances changed, it might require some amendment in the future.
Ms. McKenzie asked if they were going to be completing any first responder calls from the station or just respond to fires and accidents.

Chief Joe Hawkins, Shawnee County Fire District #1, 8239 NW 1st Street, Topeka, Kansas 66618.
- Said there was some staff who lived in that area that were EMTs. If they did get an apparatus that had medical equipment on it, they may respond to that station to respond to that call.
- Has been the fire chief since 1996 and people have asked him when they were going to 24 hour shifts. Said it wouldn't be until the call volume dictated it. They had full and part-time employees who worked Monday through Friday, 7:30 to 4:00.
- Talked about the areas their stations covered presently and with the ones proposed, everything would be covered except three houses along 94th Street. They covered almost 100 square miles.
- Partnered with Grove Township to build a station in 2009.
- Said the station on Highway 24 was being finished and hoped to be in it by the end of the month.
- Completed a survey a few years back and asked people if they wanted a station centrally or if they wanted two. The survey results said build one now and one later.
- Said they had an owner who was interested in selling them property so they wanted to procure it. The location was perfect for the five mile area for coverage.

Ms. McKenzie asked when they planned to build it. Chief Hawkins said it would be within the next two to five years. It would depend on the budget. He said they were financing the one on the highway. It was different and more expensive. He said it was similar to the one at 82nd and Topeka. He hoped to pay cash for it.

Mr. Macfee asked how they came up with a location for a new station. Chief Hawkins said it was a combination of things. What drove them to build the south one was the majority of their calls were between the City of Silver Lake and where they were building the new one. He said the percentage of annual calls were similar to Grove Township and the northern part of Menoken Township. They were able to split the cost with Grove which was a win-win and why they built that one first. The majority of their call volume was along Highway 24 and that was why they were building there first. In order to provide coverage for the rest of the district was why they wanted to build the fourth station.

Mr. Macfee asked Chief Hawkins if he was okay with all the conditions that were included in the staff report. Chief Hawkins said he was.

Gregg Puderbaugh, 3541 NW 43rd Court, Topeka, Kansas 66618.
- Said his mother and father-in-law lived at 5943 NW Leedy Road, less than a half mile from the proposed location.
- Not really opposed to the fire station but wanted to know if there were going to be any zoning changes to that area and if the Conditional Use Permit would require a zoning change from rural farm.
- Asked how many calls there were on average for that area.

Mr. Beagle said it would remain zoned "RA-1" Rural Agriculture District. The permit would be specifically for the use of an unmanned fire station.

Mr. Macfee asked if Mr. Puderbaugh was opposed. He said he wasn't opposed. It was a farm area and they would be opposed to any commercial application. Mr. Macfee said it was a Conditional Use Permit and could only be used for one the one use. Mr. Marolf said if it was discontinued as a fire station, then the Conditional Use Permit would be dissolved.
Chief Hawkins said approximately 11% of their calls were in that general area. The area covered would be from 46th Street and Humphrey Road to the County line and anything east of Humphrey Road which he considered the northern part of Menoken Township. In that particular area alone, it was just a handful.

Ms. McKenzie asked if the ISO rating was going down and by how much. Chief Hawkins said a Protection Class 10 was the worst. He got information from the Insurance Commissioners website to share with the fire board. He said there was a significant savings going from a 10 to a 9. If you were fortunate enough to have a fire hydrant within 1,000 feet, you could go from a 10 to a 5 in their fire district which was quite a bit of savings. It would be a significant amount of money for the folks in the area.

With no further comment, Mr. Macfee closed the public hearing and asked for comments from the Commissioners or a motion.

Mr. Marolf said he saw no problem.

Mr. Appelhanz moved to recommend Approval of the proposed Conditional Use Permit subject to staff conditions; seconded by Mr. Tryon. With a vote of 5-0-0, the item was recommended for Approval.

**Public Comment on Non-Agenda Planning and Zoning Items**

There were no comments on Non-Agenda Planning and Zoning items.

**Discussion of Planning Related Issues**

1. **Fifth-Year Community Rating System (CRS) Recertification Update**

Mr. Beagle provided an update on the County’s 5-year recertification in the Community Rating System (CRS) program which was part of the National Flood Insurance Program. He said they applied in 2010 and every five years they had to recertify.

He said they entered the program in 2011 as a Class 9 community as rated by the ISO. As a Class 9 community, it meant any property owners within the flood hazard area who had a flood insurance policy got a 5 percent premium reduction. For every step increase as you go from a Class 9 to 8, etc., it would be an additional 5 percent reduction in flood insurance premiums.

He said they were planning on at least acquiring the necessary credit points to retain the Class 9. They had tried to cast a little bit broader net to collect additional points. If they were lucky, a Class 8 might be achieved. Their goal and objective was to stay in the program and continue to offer that financial incentive through their extra efforts to educate the public and provide information to insurance agents, etc.

His memo that he provided to the Planning Commission was just to reiterate the goals of the program and how credit points were acquired.

Mr. Beagle said the ISO is schedule to conduct a site visit on June 18th. All documentation would be submitted then and the ISO would have 30 days to review it and then confirm the credit points and then notify Shawnee County if they remained in the CRS program.

Mr. Macfee asked what the range was. Mr. Beagle said you had to acquire at least 500 credit points to get to a Class 9 certification. Mr. Macfee asked what the highest and lowest were. Mr. Beagle said the highest
was Class 1 and those flood insurance policy holders received a 45% reduction in their flood insurance premiums. Most of the communities in Kansas were a Class 9. A few were Class 7. The biggest limitation was due to our office having only three staff members. It created additional responsibility. The more credit points meant it was more work each year when recertifying. Every five years it meant more redocumentation to be completed. Our objective was to remain in the program as a Class 9 community. If additional credit points were acquired that pushes us into a Class 8, that would be great.

Mr. Macfee asked if the City participated. Mr. Beagle didn't think the City was in the Community Rating System. He wasn't sure why. Mr. Macfee asked what that meant. Mr. Beagle said they had not taken the extra effort to do it. Mr. Marolf asked what rating the City was. Mr. Beagle said they were a Class 10 rating. He said everyone was a Class 10 unless they applied and got approved as a Class 9.

2. Proposed 2016 Planning Department Budget.

Mr. Beagle said he handed out a report concerning the Planning Department's proposed 2016 budget request. He apologized for not including the report as part of the agenda packet mailed out in advance, but hoped the Commission may be willing to review and discuss. Mr. Beagle indicated that the Planning customarily reviews each year's budget request and offers its recommendation onto the County Commission.

Ms. Siegert said if they wanted to discuss it, they would have to make a motion to place it on the agenda. Mr. Macfee said he wanted some time to review it. Mr. Beagle suggested placing it on the June agenda and suggested they review page 1 and page 6 for a synopsis. He mentioned there was an increase due to retirement funds being added. Mr. Macfee requested it be placed on the June agenda.

Mr. Macfee asked if there were any cases for June. Mr. Beagle said there was one zoning case.

3. Formation of Exploratory Committee to Investigate Adoption of a Building Code for Unincorporated Shawnee County.

Mr. Beagle said this item did not require any action, but, wanted them to be aware of the proposal as requested by the County Commission. He said the proposal consists of appointing an exploratory committee primarily consisting of builders, allied trade professionals, fire officials and any other interested citizens to examine the feasibility and validity of adopting a building code. He recommended appointing a committee who would work during the course of six months to review and offer a response back to the County Commission. Once completed, the County Commission could act on the committee's recommendation or just accept their report. This process was intended to be an extensive review of looking at the public benefits associated with having a building code program as well as the possible advantages and disadvantages. It would all be summarized and put together in a report for the County Commission. Hopefully the pros would outweigh the cons and the County Commission would take the next step to either extend the life of the committee to then work out the details in putting together a program proposal.

Mr. Macfee asked it if was time sensitive. Mr. Beagle said he was under a mandate to present it to the County Commission by no later than May 21. He submitted it so it would be on the May 14th agenda. Mr. Macfee asked if Mr. Beagle was looking for a vote. Mr. Beagle said no. He just wanted to keep the Planning Commission in the loop as far as the activities of the Planning Department. He said he would welcome representation by a member of the Planning Commission to serve on the committee. But it was at the discretion of the County Commission who they wanted to appoint to serve on it.

Ms. McKenzie asked if the Commission would decide how many members would serve. Mr. Beagle said he recommended around 15 but the County Commission would ultimately decide the number if they accepted the proposal to proceed.
Mr. Beagle said it was the first of four proposals the Planning Department was asked to prepare for the County Commission. He said there were three major projects specifically discussed with the County Commission and Planning Commission back in 2013 in order to fulfill the mandates associated with having a County Planning Program which included a Comprehensive Plan, a Code Court and the Building Code.

Mr. Beagle said the County Commission has taken the next step and requested formal proposals with regard to all of them as well as providing the advantages/disadvantages associated with reconsolidating the City and County Planning programs. He has four items that need to be submitted yet this year to the County Commission for their consideration as well as working on the CRS project. Anything he prepares he will submit to the Planning Commission as well. He welcomed any specific comments to include as part of the proposals. The County Commission wants him to submit the best "business case" for having a Comprehensive Plan and implementing a Code Court. Business case was not specifically defined. He said he would look at it from the perspective of the cost and benefits to the County. Over the next 2-3 months, he will be working on these proposals to submit them to the County Commission.

Mr. Macfee said they had talked about the Comprehensive Plan repeatedly. The benefits of a Comprehensive Plan could be realized in streets to be constructed, fire stations, etc. There were potentially all kinds of costs related to not having a Plan.

Mr. Beagle agreed. Because of the work that was completed two years ago, he already had a skeletal framework for those plans and needed to come up with the best business case.

Mr. Tryon asked Ms. Siegert about proper procedure during the public hearing portion of a meeting. He wanted to know if he could ask the applicant a question if the public hearing was closed or would it need to be reopened. Ms. Siegert didn’t think the public hearing needed to be reopened if there was a question of the applicant. Once the Board of Zoning Appeals or Planning Commission discussed the issue then they could have additional questions for the applicant. There was some discussion regarding what the Board of Zoning Appeals considers when hearing a case.

Adjournment:

Mr. Marolf moved to adjourn, seconded by Mr. Appelhans. A unanimous voice vote declared the public hearing be adjourned, which was at 7:45 p.m.
APPLICATION NO.: CU15/02

APPLICANT: Michael D. & Laura A. Barrett, Owner

PROPOSAL: Requesting a Conditional Use Permit to establish a Public Use Facility (Fire Station) on property currently zoned “RA-1” Rural Agricultural District and located at the northeast corner of NW 62nd Street and NW Leedy Road in Menoken Township.

PRESENT USE: An undeveloped three (3) acre tract of land that is currently part of a larger 316-acre tract of land devoted to agricultural land use. The land is principally classified as ranch land and used for pasture.

PROPOSED USE: In accordance with Section 2.02(c)(2) of the Shawnee County Zoning Regulations, the Barrett’s have initiated application on behalf of Shawnee County Fire District No. 1 for a Conditional Use Permit to establish a fire station on the subject three (3) acre parcel. The Fire District intends to follow through and acquire the property should the Conditional Use Permit be approved.

Shawnee County Fire District No. 1 encompasses approximately 96 square miles including all of Grove, Menoken and Silver Lake Townships and the City of Silver Lake, an area that spans from just west of US 75 Highway to NW Davis Road and from NW 94th Street to the Kansas River. The District provides fire protection, rescue and emergency medical services to approximately 4,400 patrons through two (2) existing fire stations: Station 61, 218 W Railroad Street in the City of Silver Lake; Station 63, 6939 NW Tibbs Road in Grove Township; and, a third Station 62, under construction at 2335 NW Landon Road in Menoken Township.

According to the accompanying Operational Plan, the Fire District proposes to construct an unmanned station on the subject property that would house fire equipment to be recognized as an Insurance Services Office (ISO) qualified fire station. The proposed station would cover the northern part of Menoken Township, an area that has the fourth (4th) highest amount of calls.

CHARACTER OF NEIGHBORHOOD: The subject property is part of a rural, sparsely populated portion of northern Shawnee County. The predominant land use in this area remains agricultural and is not anticipated to change significantly for the foreseeable future.

ZONING CLASSIFICATION AND USE OF SURROUNDING PROPERTIES:

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<th>ZONING CLASSIFICATION</th>
<th>PRESENT LAND USE</th>
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<tr>
<td>North: “RA-1” Rural Agricultural District</td>
<td>Agricultural *</td>
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<tr>
<td>South: “RA-1” Rural Agricultural District</td>
<td>Agricultural</td>
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GUIDELINES FOR EVALUATION: In order to protect the integrity and character of the zoning district in which the proposed use is located; and to minimize adverse effects on surrounding properties and neighborhoods, all conditional use permit applications shall be evaluated in accordance with the guidelines established in Section 25.02 of the Shawnee County Zoning Regulations.

1) **Land Use Compatibility:** The proposed Conditional Use Permit does not result in the removal of present restrictions of the "RA-1" District, but, would specifically authorize the additional use of public use facility (unmanned fire station) on the site. The site's present use and classification is consistent with surrounding zoning patterns and the predominant rural-agricultural character of this area and remains suitable for the uses to which presently restricted. Fire stations are not uncommon in the unincorporated area; however, the operating characteristics of such may or may not be compatible with area property in a given location. It is for this reason that such facilities require a Conditional Use Permit by which to evaluate land use compatibility in the location proposed. Reasonable conditions may be attached to a Conditional Use Permit to maximize compatibility with surrounding properties once it is determined that the proposed use is consistent with the area in which proposed.

The location of the proposed fire station is not anticipated to conflict with the established character of this area or that of surrounding properties. The most significant impact associated with the station will be the sound of emergency vehicle sirens when exiting the fire station in response to a call. The nearest residential property in proximity to the proposed station is a farmstead located approximately 1,500-feet to the southeast. The next nearest dwelling is over 2,300-feet to the southwest. Fire equipment exiting the station under siren will be sporadic and certainly not anticipated to be an everyday occurrence. As such, the operation of the fire station is not anticipated to conflict with the rural character of this area or the use and enjoyment of surrounding properties.

2) **Height and Scale:** The proposed improvement includes a single-story, 3,500 square foot fire station. The station will be setback approximately 125-feet from NW Leedy Road and 180-feet north of NW 62nd Street. The height and scale of the proposed structure is not anticipated to conflict with the rural-agricultural character of this area.

3) **Site Development:** The proposed Conditional Use Permit comprises three (3) acres situated at the northeast corner of NW 62nd Street and NW Leedy Road. Access to the proposed station will be restricted to a looped drive on NW Leedy Road and will accommodate up to nine (9) on-site parking spaces. Interior space within the proposed 3,500 square foot structure will be divided between equipment bays (3,300 square feet) and an administrative office (300 square feet). No training facilities are proposed in conjunction with this facility. The site's development as a fire station is not anticipated to have a negative impact on the established rural character of this area or the continued agricultural use of surrounding property.

4) **Building Design:** The building's size and appearance will not appear out of context with its use and function as a fire station. With that understanding, the building design is not anticipated to be incompatible with that of area property.
5) **Operating Characteristics:** The proposed Conditional Use Permit will authorize the establishment of a fire station on the subject property. No other public functions or uses are proposed nor will an outdoor training facility be located on the subject property. The only external impact associated with the operation of the fire station will be emergency equipment exiting the property in response to a call. The operation of the fire station is not otherwise anticipated to have detrimental effect on the use and enjoyment of area properties.

6) **Public Facilities:** All essential public utilities, services and facilities are presently available to the site and will not be overburdened by this proposal. Water service will be served by Jackson County RWD #1. Sewage disposal will be served by an on-site septic tank and lateral field system approved by the Shawnee County Health Agency.

7) **Interim Development Guidelines:** The subject property is part of a rural/agricultural area in northwest Shawnee County. Pursuant to the general development policies of the Interim Development Guidelines, the predominant emphasis for development in the Rural Area should be the retention of commercial agriculture and its supporting land use, and single-family dwellings at low and moderate densities with adequate public facilities and services. The general land use policy for residential land use within the Rural Area indicates that residential uses which are compatible with farm operations, and which can be adequately served by rural water districts, on-site sewage disposal systems and have access to properly designed public streets shall be permitted on minimum lot sizes. A proposal will be considered appropriate if it does not conflict with the land use policies of the area.

There are no standards contained in the Interim Development Guidelines specific to public use facilities. Despite that, the proposed unmanned fire station should not conflict with the land use policies for this area. In this case, the subject property is part of a rural area in northwest Shawnee County that is predominantly agricultural in character. Planning for future emergency service needs is an on-going consideration and assures that existing and future development will be adequately protected. The proposed location is not anticipated to conflict with existing land use patterns or deter the future residential development.

**LENGTH OF TIME PROPERTY HAS REMAINED VACANT AS ZONED OR USED FOR ITS CURRENT USE UNDER PRESENT CLASSIFICATION:** The subject property has been devoted to agricultural land use and zoned accordingly since the establishment of county zoning in this area.

**COMPLIANCE OF THE PROPOSAL WITH THE ZONING CODE AND SUBDIVISION REGULATIONS:** The proposed conditional use permit appears to be in conformance with applicable provisions of the Comprehensive Zoning Regulations, including the Guidelines for Evaluation of Section 25.02 thereof. In accordance with Sec. 33.04(e) of the Shawnee County Zoning Regulations, a plat of subdivision will be required prior to issuance of a building permit to commence construction of the fire station.

**CONCERNS OF STAFF AND REVIEWING AGENCIES:** The proposed Conditional Use Permit and site development plan have been submitted to all applicable reviewing agencies for consideration and comment. No significant issues or concerns were expressed by reviewing staff in regard to code compliance or the provision of public services. Based on the functional classification of NW 62nd Street as a major collector rural roadway, the Shawnee County Public Works Department is requiring the applicant to dedicate additional right-of-way to provide 45-feet from section line with controlled access.
In addition, as a local rural road, the Public Works Department is requiring the applicant to dedicate additional right-of-way to provide 40-feet from section line. The Public Works Department is also requiring the submission of a Class “A” Drainage Report in conjunction with this proposal.

**ADDITIONAL FACTORS:**

1. Flood Hazard Area: Not Applicable
2. Airport Hazard Area: Not Applicable
3. Historic Properties: No register properties within 500 feet

**PLANNING STAFF RECOMMENDATION:** Based on the forgoing, the Planning Staff recommends **APPROVAL** of this proposal, subject to:

1. Use and development of the site as a *public use facility* (unmanned fire station) in accordance with the accompanying site plan dated April 15, 2015.
2. Compliance with the Operational Plan dated March 2, 2015.
3. A plat of subdivision to be approved and recorded in advance of seeking application for a building permit to construct the fire station.
4. The Conditional Use Permit will be confined to use of the property as a fire station with no other public uses or functions accommodated. No outdoor fire training facilities shall be included.
5. Approval of a Class “A” Drainage Report by the Shawnee County Public Works Department.
6. Should the site cease to be used for a public use facility (unmanned fire station) for a period of 12 consecutive months, the Conditional Use Permit shall become null and void.

**Attachments:**

1. Operational Plan.
2. Aerial Vicinity Map (Close).
3. Aerial Vicinity Map (Broad).
4. Fire District Map with Station Locations.
5. Site Plan.
Shawnee County Fire District #1
218 W. Railroad/ P.O. Box 87
Silver Lake, Kansas 66539-0087

Operational Plan
March 2, 2015

Shawnee County Fire District #1 (SCFD 1) provides fire protection, rescue and emergency services to the patrons of Grove, Menoken and Silver Lake Townships, including the City of Silver Lake. Boundaries for SCFD 1 are the Kansas River to the south, Davis Rd to the west, Shawnee county line to the north and the Old Pottawatomie Indian Trail to the east. The district encompasses an area of approximately 96 square miles and is made up of a combination of suburban, industrial and rural (agricultural) property. The area has an approximate population of 4,400 patrons and contains two significant waterways (Kansas River and Soldier Creek) as well as the State Fishing Lake, a US Highway (US 24) and two rail lines. SCFD 1 is made up of twenty-five personnel, which includes trained volunteer responders as well as 4 part-time and 1 full-time employees.

SCFD 1 currently has two ISO qualifying fire stations with a third one currently being built at this time. The first station is located within the City of Silver Lake, is staffed by 2 daytime personnel, and is identified as Station 61. This station contains two pumper trucks, a rescue truck, medical squad, a brush truck and an ATV. The second station is located in Grove Township at 6939 NW Tibbs Rd. We are leasing part of the Grove Township Community Building and we call it station 63. This station is unmanned and is just over 5 miles north of the Silver Lake station and it houses a pumper truck, a UTV and a pick up truck. The third is being built at the intersection of NW US 24 HWY and NW Landon Rd. Apparatus planned to be housed there would be a pumper truck, brush truck, medical unit and a UTV.

SCFD 1 is looking at building a fourth station at the intersection of NW Leedy Rd and NW 62nd on the northeast corner. The station would face the west and come off of NW Leedy Rd. This station would be unmanned. The addition of the fourth station would allow us to house the required fire apparatus to qualify it as an ISO fire station. This addition would lower the homeowner’s insurance rates of those homes that become within 5 road miles of the station that is not currently within 5 road miles of another SCFD 1 station. This new station would be located in the area of the fire district that has the fourth highest amount of calls. It would cover most of the northern part of Menoken Township. See attachment A.
In addition to responding to fire calls, including both structural and brush/grass fires, SCFD 1 is the first response unit for all medical calls within the coverage area. SCFD 1 performs a number of rescue calls each year, examples of which include vehicle extrications at accident scenes, flood, water, ice rescues, farm equipment entanglement extrications and other entrapments. Further, SCFD 1 responds to train derailments and any other hazardous material situations that occur within their area of protection. Finally, SCFD 1 provides public education and training with regard to fire prevention, CPR and numerous other programs.

SCFD 1 responded to 256 emergency response request last year. Last year’s response tally as reported to the National Fire Incident Reporting system provides an overview of the types and frequency of emergency calls to which SCFD 1 responds to:

- Rescue & Medical: 51%
- Fires: 22%
- Good Intent: 12%
- Service Call: 4%
- Hazardous Condition: 4%
- False Alarms: 7%

Of the 256 responses in 2014, 32% of the responses were in Menoken Township south of NW 46th, 11% in Menoken Township north of NW 46th, 12% in Grove Township, 7% in Silver Lake Township not including the City of Silver Lake, 31% inside the City of Silver Lake and 7% outside the district.

In summary, SCFD 1 has been meeting and planning for a number of years in an effort to find ways to provide the best service possible to our patrons. We have substantially updated our equipment, made strides to significantly enhance our training efforts, improved our water delivery capabilities and are now attempting to ensure that all our patrons receive the best service we can provide. This proposed station is an attempt to bring to fruition these plans and to provide for the future needs of our patrons in a manner that is as efficient and cost effective as possible. We have done a survey to get the input of our patrons and we feel this is the direction the patrons wanted us to move in. We look forward to working with whomever necessary so that we can continue to provide these improved services to our patrons both now and in the future.

Chief Joe Hawkins

Shawnee County Fire District #1
Fire District #1
5 Road Miles From Stations
Memorandum

To: Kevin J. Cook, Chairman, Shawnee County Commission
    Shelly Buhler, Vice Chair, Shawnee County Commissioner
    Robert E. Archer, Chair, Shawnee County Commission
    Rich Eckert, Shawnee County Counselor/Contract Administrator
    Betty Greiner, Director, SNCO Audit/Finance

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

Re: Capital Expenditure Requests for May 2015

Date: May 27, 2015

Please add this request to the Shawnee County Commission agenda on Monday, June 1, 2015.

Capital Expenditure Requests for May

- **Temporary Repairs in Parking Lots** – In order to spruce up the parking lots and make them safe and presentable for the list of events above we were able to get Shawnee County Public Works out to repair numerous areas in the parking lot that needed attention. This has become somewhat of an annual event in order to keep the parking areas from further deterioration. Please consider this request to reimburse SNCO Public Works the sum of $3,002.80 for their work.

- **Leak repair on McQuay chiller** – this request is for the repair of a refrigerant leak on what we call chiller #1, one of two serving Landon Arena. A routine check of the chillers revealed that we had experienced a refrigerant leak of substantial proportions. Refrigerant looks and acts in many ways like oil and the area around the chiller had a substantial footprint, which is what led us to the leak. The leak was isolated to save the remainder of the refrigerant and once it warmed up a bit the remaining refrigerant was evacuated from the machine so the leak could be repaired. Then the lengthy process of reintroducing the refrigerant back into the machine until it reached the necessary capacity began. The system holds 428 lbs. of refrigerant and we had to replace approximately 300 lbs. that was lost. Please consider this request to reimburse PCI Mechanical the amount of $9,619.71 for their work.

- **Replace one Condenser Fan Motor on McQuay chiller #2** – While on the roof making repairs to the #1 chiller PCI found one of the motors that drives a fan on the condensation
unit on Chiller #2 to be non-functional. A new fan motor was ordered and installed. Please consider approval of this repair done by PCI Mechanical in the amount of $1,211.24.

- **Roof Repairs for Landon Arena** – After experiencing several leaks in the Landon Arena roof in different locations we hired JB Turner and Sons Roofing to do an urgent inspection due to the number and magnitude of upcoming events (Dog Show and 6 local commencement exercises). They found a number of areas that had seams that were failing and some other areas where the roofing membrane was in need of repairs. The forecast at the time was for numerous days of rain upcoming and as a result the decision was made to go forth with the repairs they recommended. Had we not done so, we would have had a mess on our hands during those upcoming events. Please consider approval of multiple repairs on the roof of Landon Arena, done by J.B. Turner and Sons in the amount of $3,133.02. (Please note this roof has been in place for 17 years.)

- **Repair Failed Water Line to RV Washout Station** – Winter took a toll on a water line that runs from a backflow preventer at the SE end of the property to the RV washout station located at the east end of the outer ring of parking lots. This area provides a drain for campers to off load what is commonly called “grey water” and refill their flush tanks with fresh water. This line apparently froze up this winter and was damaged. It was necessary to have this repaired in advance of the dog show which has up to 30 RV’s here for the duration of the show. Please consider approval of payment to Samco for the urgent repair of this water line for the amount of $1,292.81.

- **Urgent repair of drain lines in Landon Arena** – During the next to the last hockey playoff game the drain lines from the concession stands on the NE Concourse in Landon Arena backed up into three stands and a store room. When we tried to auger the drain we found that a p-trap was heavily oxidized and the snake went through it. We had no choice but to call in a plumbing service to repair the failed p-trap. Please accept this request for funding an after-hours service call to repair the failed drain line to Samco in the amount of $1,079.83.

- **Hydro-jetting Wash Bay Drain Lines in Stallbarn and Domer Arena** – While Samco was here working on the drains in Landon Arena we had issues with drains backing up in both the stallbarn and in Domer Arena. We had them run their auger through the lines but they were packed with mud and debris and the snake only punched a small hole that would collapse when the snake was withdrawn. The solution was to use a hydro-jet device that forces pressurized water through the lines and cleans them out completely. Unfortunately the 4H Spring Livestock Weigh-in was going on at the time and the work had to be done on the weekend rates. Please consider approval of payment to Samco for the emergency drain services at a cost of $3,018.02.

- **Purchase PVC product to replace apx 300’ of old iron drain pipe** – This is directly related to the replacement of the p-trap above. The line running from the concession stands on the NE concourse in Landon Arena has many spots that look like a brown sugar “stain” on the exterior. These marks are caused by miniscule penetration in the iron pipe. Each one is a future leak waiting to happen. This request is to pay for the purchase of 2 and 3
inch PVC, miscellaneous p traps, hubs and other materials to replace the drain pipe for the full length of the NE concourse. The work will be done in house, if possible. The low bid on these materials came from Reeves Weideman Company in the amount of $732.10.

- **Purchase of three (3) Sign Cans for Domer Arena** – Please accept this request to purchase 3 new aluminum sign cans to be installed in conjunction with some new advertising contracts now in the works for Domer Arena. These signs will be identical in size, materials and construction to signs that have already been sold and installed. **This request is to pay Fast Signs the amount of $1,914.00.** These signs will be installed in-house.

- **Request to make immediate repairs to insulation in Domer Arena** – These repairs are needed to reattach insulation to the ceiling and walls in Domer Arena. This request is by no means a total resolution to the insulation issues, but rather, are a small portion of the issues resulting from condensation forming on the interior sheet metal roof and siding in the arena. Although reroofing the facility has mostly stopped the condensation problems, these repairs are to stop the ongoing drooping and failing of the insulation, as well as to freshen the appearance of the interior in advance of the Kansas State High School Rodeo Finals. Please approve this request for the repair of select areas of failing insulation in Domer Arena by Black Gold Insulation in the amount of $3,235.00.

The Kansas Expocentre Capital Expenditure Fund has a current balance of $191,566.38. The total of these requests comes to an amount of $28,238.53. Approval of this request would leave us with a balance of $163,327.85. Kansas Expocentre Capital Expenditure Fund committee members Mary Thomas and Matt Fletcher and the full Kansas Expocentre Advisory Board have reviewed and approved these requests.
MEMORANDUM

DATE: May 18, 2015
TO: Board of County Commissioners
FROM: Brian W. Cole, Director

SUBJECT: Out-of State Travel for Training Request

I am requesting approval for two Correction Specialists to attend the National Law Enforcement Training Center (NLETC) annual training seminar in Kansas City, Missouri. Both officers will be attending Control/Defensive Tactics training on July 13-14, 2015, and Ground Defense/Control Tactics training on July 15, 2015. Attending this training will certify both officers as instructors in this topic and allow them to instruct the remaining officers at the Shawnee County Adult Detention Center (ADC).

Both officers are tenured employees having 10 years of service. One officer is currently a member of the agency’s Corrections Emergency Response Team for over 6 years and the other officer currently works as a primary booking officer. Both of these officers came highly recommended by their supervisors.

The estimated cost for both officers to attend this training is $1,135.00 each for a total of $2,270.00, which includes registration fee, room, and per diem. I have attached the Educational/Training Request Form that is required for training costs exceeding $1,000 for both officers and the agency’s departmental form. If approved, the cost of this training will be paid from the agency’s budget training fund (10DF00050260).

I will be happy to answer any questions you may have.

cc: Betty Greiner, Financial Administrator
    Evelyn Kendall, Deputy Director
    Timothy Phelps, Deputy Director
    Angela McHardie, Deputy Director
    Brandy Biltoft, Division Manager, Standards and Compliance
NAME: Lisa Frakes

DEPARTMENT/OFFICE: Department of Corrections

HOW LONG EMPLOYED BY SHAWNEE COUNTY?: 10 1/2 years

TUITION ASSISTANCE REQUESTED FOR:

<table>
<thead>
<tr>
<th>Training/Course Name</th>
<th>Course Number</th>
<th>Starting / Ending Dates</th>
<th>Days / Time</th>
<th>Credit Hours</th>
<th>Cost Per Credit Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Control/Defensive Tactics</td>
<td></td>
<td>July 13-14, 2015</td>
<td></td>
<td></td>
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<tr>
<td>Ground Defense/Control Tactics</td>
<td></td>
<td>July 15, 2015</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Cost Per Course $795.00 Other Expenses $340.00 Total Cost $1,135.00

Name, address, and phone number of institution, corporation or association providing training:

National Law Enforcement Training Center, 6885 N.E. Pleasant Valley Rd, Kansas City, MO 64119 (816) 269-7964

Location of Training Kansas City, MO

Explain how the course(s) requested will enhance relevant skills and/or knowledge required of your position. Attach a separate sheet if necessary. Include any materials, flyers, handouts, schedules, etc. available for the course(s).

This course will allow me to gain knowledge in self-defense and control tactics and enable me to teach my fellow coworkers. Being more confident in these tactics will keep me and my coworkers safe as we perform our jobs.

Lisa Frakes

Employee Date 5-11-15

Brandy Biggs

Immediate Supervisor Date 5-11-2015

Appointing Authority Date 5-18-15
EDUCATION AND TRAINING EXPENSE AGREEMENT

The Education and Training Expense Agreement must be completed and approved by the Board of County Commissioners, for tuition and educational expenses exceeding $1,000.00.

In consideration of the education/training paid for by Shawnee County, I, Lisa Frakes, hereby agree to remain employed with the County for a time period of 8 months. (One (1) month per each $150.00 of expense, rounded to the nearest whole $150.00.) The time period will begin the day after completion of the training/education indicated on the request. Any leave time taken beyond annual and sick leave will not count toward the time period to be reimbursed. In the case of multiple education/training agreements, the additional agreements will run consecutively after completion of the earlier agreements. I agree to reimburse the County for its payment of expenses referred to below if I voluntarily leave employment with the County before the required time period stated above. This amount will be adjusted on a pro-rata basis for each month I remain employed with the County. I shall reimburse the County for this amount within thirty (30) days from the last day of my employment with the County. This agreement will not apply if the Board of County Commissioners of the County of Shawnee, Kansas, or their designee, terminates my employment with the County.

The education/training concerned is as follows:

<table>
<thead>
<tr>
<th>Course</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ground Defense</td>
<td></td>
</tr>
<tr>
<td>Course</td>
<td></td>
</tr>
<tr>
<td>Control Defensive</td>
<td>1350.00</td>
</tr>
<tr>
<td>Tactics</td>
<td></td>
</tr>
</tbody>
</table>

Location Kansas City, Mo Date(s) July 13-15, 2015

I understand and agree that if I violate the terms of this agreement, the amount of expenses paid for by Shawnee County for my education/training is recoverable from me.

Employee Lisa Frakes Date 5-11-15

APPROVED by the Board of County Commissioners of the County of Shawnee, Kansas, on this ______ day of ______________, 20__.

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Chairperson

ATTEST:

Shawnee County Clerk

APPROVED AS TO FORM AND LEGALITY BY THE SHAWNEE COUNTY COUNSELOR'S OFFICE

DATE__________________ BY ____________________
Shawnee County Department of Corrections
Certified Training Instructor Agreement

Lisa Frakes
Employee Name

August 13-15, 2015
Certification Date

$1,135.00
Total Cost

July 2018
Expiration Date

I, Lisa Frakes, agree to attend the training course indicated above. At the completion of the training, I shall be certified to teach the curriculum outlined in the training course.

At the request of the department, I shall provide training as a certified training instructor for the duration of the certification period.

In the event I refuse to provide training in the area of certification, I acknowledge that I shall be required to reimburse the department for the cost of the certification. In the event the total cost of the training registration fee, travel expenses, etc. exceed the amount of $1,000, I acknowledge that I have completed the documentation required by County procedures and understand that I have to remain an employee for the required length of time or reimburse the County for the entire amount necessary to attend the training.

The Director or his/her designee shall have the authority to remove me as a certified training instructor at any time. In the event the Director or his/her designee removes me as a certified instructor, I understand that I may or may not be required to reimburse the County or the department for any training expenses depending on the circumstances for removal.

Lisa Frakes
Employee Signature

Brandy Dilts
Training Supervisor Signature
NAME: Ronald Moore  
TITLE: Corrections Specialist

DEPARTMENT/OFFICE: Department of Corrections

HOW LONG EMPLOYED BY SHAWNEE COUNTY? 9 1/2 years

TUITION ASSISTANCE REQUESTED FOR:

<table>
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<th>Training/Course Name</th>
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<td></td>
<td>July 15, 2015</td>
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</table>

Cost Per Course $75.00  
Other Expenses $340.00  
Total Cost $1,135.00

(Transportation, Lodging, Per Diem, etc.)

Name, address, and phone number of institution, corporation or association providing training:

National Law Enforcement Training Center, 6885 NE Pleasant Valley Rd, Kansas City, MO 64119  
(816) 269-7964

Location of Training  
Kansas City, MO

Explain how the course(s) requested will enhance relevant skills and/or knowledge required of your position. Attach a separate sheet if necessary. Include any materials, flyers, handouts, schedules, etc. available for the course(s).

I will become certified to train other agency officers in proper self defense techniques.

Signature: __________________________  
Date: 5/10/15

Employee

Brandy Beash  
Immediate Supervisor

Signature: __________________________  
Date: 5/13/15

Appointing Authority

Signature: __________________________  
Date: 5/18/15
Shawnee County Department of Corrections
Certified Training Instructor Agreement

Ronald Moore
Employee Name

Control/Defensive Tactics and Ground
Defense/Control Tactics
Certified Training Course Name

$1,135.00
Total Cost

Date 5/10/15

July 13-15, 2015
Certification Date

July 2018
Expiration Date

I, Ronald Moore, agree to attend the training course indicated above. At the completion of the training, I shall be certified to teach the curriculum outlined in the training course.

At the request of the department, I shall provide training as a certified training instructor for the duration of the certification period.

In the event I refuse to provide training in the area of certification, I acknowledge that I shall be required to reimburse the department for the cost of the certification. In the event the total cost of the training registration fee, travel expenses, etc. exceed the amount of $1,000, I acknowledge that I have completed the documentation required by County procedures and understand that I have to remain an employee for the required length of time or reimburse the County for the entire amount necessary to attend the training.

The Director or his/her designee shall have the authority to remove me as a certified training instructor at any time. In the event the Director or his/her designee removes me as a certified instructor, I understand that I may or may not be required to reimburse the County or the department for any training expenses depending on the circumstances for removal.

Employee Signature: [Signature]

Training Supervisor Signature: [Signature]

AM-D-01 Form 1
Effective 08/28/2012
EDUCATION AND TRAINING EXPENSE AGREEMENT

The Education and Training Expense Agreement must be completed and approved by the Board of County Commissioners, for tuition and educational expenses exceeding $1,000.00.

In consideration of the education/training paid for by Shawnee County, I, Ronald Moore, hereby agree to remain employed with the County for a time period of 8 months. (One (1) month per each $150.00 of expense, rounded to the nearest whole $150.00.) The time period will begin the day after completion of the training/education indicated on the request. Any leave time taken beyond annual and sick leave will not count toward the time period to be reimbursed. In the case of multiple education/training agreements, the additional agreements will run consecutively after completion of the earlier agreements. I agree to reimburse the County for its payment of expenses referred to below if I voluntarily leave employment with the County before the required time period stated above. This amount will be adjusted on a pro-rata basis for each month I remain employed with the County. I shall reimburse the County for this amount within thirty (30) days from the last day of my employment with the County. This agreement will not apply if the Board of County Commissioners of the County of Shawnee, Kansas, or their designee, terminates my employment with the County.

The education/training concerned is as follows:

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<tbody>
<tr>
<td>Control/Defensive Tactics</td>
<td>Kansas City, mo</td>
<td>July 13-15, 2015</td>
<td>$1,135.00</td>
</tr>
</tbody>
</table>

I understand and agree that if I violate the terms of this agreement, the amount of expenses paid for by Shawnee County for my education/training is recoverable from me.

Employee: Ronald Moore

Date: 5/12/15

APPROVED by the Board of County Commissioners of the County of Shawnee, Kansas, on this _______ day of ________________, 20__.

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Chairperson

ATTEST:

Shawnee County Clerk

APPROVED AS TO FORM AND LEGALITY BY THE SHAWNEE COUNTY COUNSELOR'S OFFICE
DATE__________________

(N 04/09)
DATE: May 20, 2015

TO: Board of County Commissioners

FROM: Brian W. Cole, Director

SUBJECT: Request for Approval of Third Amendment to Master Services Agreement with Securus Technologies, Inc.

On March 21, 2013 the County approved an agreement with Securus Technologies, Inc. (Securus) to provide inmate video visitation services for the Department of Corrections. Pursuant to that agreement, the department has exclusively provided for friends and family visitation through the video visitation system beginning in January 2014.

Earlier this year, Securus determined that they needed to review all of their service contracts to remove language that prohibited local jails from allowing “in-person” visits with friends and family as part of the agreement for Securus to provide video visitation. Our original agreement included such language, since it was our intent to remove non-professional visiting parties from our facility as part of this transition.

The attached amendment to the agreement is exclusively to clean up the language in our agreement to demonstrate that Securus is not compelling us to prohibit in-person visits, although we will continue to do so for internal policy purposes.

Accordingly, I am requesting your approval of this third amendment to the agreement with Securus. I am available to answer any questions that you may have.

BWC:tp

cc: Betty Greiner, Financial Administrator
    Richard Eckert, County Counselor
    Timothy Phelps, Deputy Director
THIRD AMENDMENT TO
MASTER SERVICES AGREEMENT

This THIRD AMENDMENT ("Third Amendment") is effective as of the last date signed by a party ("Third Amendment Effective Date") and amends and supplements that certain Master Service Agreement, Contract #C470-2012 with an Effective Date of on or about June 7, 2012 ("Agreement") by and between Shawnee County ("Customer") and Securus Technologies, Inc. ("Provider").

WHEREAS, Provider offers Video Visitation to Customer pursuant to the terms and conditions set forth in their Agreement, as amended by the First Amendment dated March 21, 2013;

WHEREAS, Customer and Provider desire to modify those terms to delete the prohibition against face-to-face visitation;

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

The provisions numbered 1 – 4 on page 1 of the First Amendment to the Master Services Agreement are hereby deleted and replaced with the following:

1. Customer agrees that Video Visitation must be available for a minimum of eighty (80) hours per Video Visitation terminal per week.

2. Customer shall allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.

3. Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of the agreement by both parties.

TERM AND SCOPE. This Third Amendment will commence on the Third Amendment Effective Date and will remain in effect through the term of the Agreement. Except as otherwise modified herein, each and every provision of the parties' Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the Third Amendment Effective Date by their duly authorized representatives.

Shawnee County

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Securus Technologies, Inc.

By: ________________________________
Name: Robert Pickens
Title: President
Date: 5-4-15

Approved as to Legality and Form: Date 12-15
AUG: 01, 2015

RECEIVED
May 01, 2015

© Securus Technologies, Inc. - Proprietary & Confidential
Please return signed document to:
14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300
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. 19-101 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. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such 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 lessee shall bear the risk of any loss or damage to any personal property to which vendor or lessor holds title.

VENDOR/CONTRACTOR:

By: [Signature]

Title: [Title]

Date: [Date]

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Kevin J. Cook, Chair

Date:

ATTEST:

Cynthia A. Beck, Shawnee County Clerk

[Stamp] RECEIVED

[Stamp] MAY 1, 2015
TO:        Board of County Commissioners
FROM:  Brian W. Cole, Director
DATE:  May 20, 2015
SUBJECT: Request for Approval of HVAC Maintenance Agreement (PCI)

I am requesting approval of the attached agreement with PCI Mechanical Services (PCI) for service
and materials associated with preventive maintenance to the department's heating, ventilating, and
air conditioning (HVAC) equipment. PCI has held the service agreement for this work since May
2006, and their service has met with the expectations of the department.

Due to the replacement of multiple rooftop HVAC units in the past three years (which have
contracted warranty periods), the terms of this agreement has been modified in two respects. First,
the services do not apply to the replaced rooftop HVAC units, but rather includes the remaining
rooftop HVAC units and additional boilers and chillers that have previously been covered by
warranty periods which have expired. Second, it has been limited to a one-year period, since
covered units are scheduled to be replaced sometime during the contract period. The agreement
includes the testing and inspection of 15 separate pieces of equipment providing HVAC to the
Adult and Juvenile Detention Centers.

The term of this agreement is May 2015 through April 2016, and is for the amount of $4,289.00 to
be paid out of the detention budget (100DF000 50230). This agreement has been approved by the
County Counselor's office as to form and legality. Accordingly, I request approval of this
agreement with PCI.

I will be happy to answer any questions you may have.

BWC:tp

cc:  Betty Greiner, Financial Administrator
     Richard Eckert, County Counselor
     Eve Kendall, Deputy Director
     Timothy Phelps, Deputy Director
PCI Mechanical Services
115 S. Jackson
Topeka, KS  66603
Ph: 785-233-4321 Fax: 785-233-4122

PREVENTIVE MAINTENANCE INSPECTION PROPOSAL

DATE:   April 23, 2015

TO:     Shawnee County Department of Corrections
         501 SE 8th Street, Topeka, KS  66603

1 YEAR - PREVENTIVE MAINTENANCE PROGRAM
May 1, 2015-April 30, 2016

SPRING AND FALL INSPECTIONS

PCI Mechanical Services agrees to and shall provide the following.

a)  A planned Preventive Maintenance program tailored specifically to the customers Heating,
    Ventilating and Air Conditioning (HVAC) equipment as listed under Equipment Covered.
b)  HVAC diagnostic tests and inspections outlined in this proposal.
c)  Use only qualified personnel, employed or supervised by PCI Mechanical Services
d)  Take all reasonable precautions to avoid damage to property or injury to persons.
e)  Instruct purchaser in the basic operations of the system.
f)  Propose the best operating conditions for equipment to reduce energy usage.
g)  Undertake improvements or repairs only with purchaser’s authority.
h)  Provide purchaser with priority service.

Reporting

After each inspection the Service Engineer will review inspection reports, operation and
maintenance procedures with job-site personnel and provide copies of work orders and log
sheets as required.
**EQUIPMENT COVERED**

<table>
<thead>
<tr>
<th>ADC</th>
<th>JDC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineered Air RTMZ #1</td>
<td>Trane RTU</td>
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<tr>
<td>Engineered Air RTMZ #2</td>
<td>Trane RTU</td>
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<tr>
<td>Raypac boiler #1</td>
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<td>Trane Chiller</td>
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</tr>
<tr>
<td>Magic Chef</td>
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<tr>
<td>Trane Roof Chiller</td>
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**PREVENTIVE MAINTENANCE SERVICES**

**Trane CVHE Centrifugal Inspection Program**

**SPRING INSPECTION**

**A.** Preliminary inspection, testing and adjustment of the starter controls. Record information.

**B.** Inspection and calibration of the following safety controls:

1. Chilled water low-temperature cutout and recycle switch.
2. Refrigerant low-temperature cutout.
3. Oil low-pressure cutout.
4. Condenser high-pressure cutout.
5. Vane-close oil-pressure switch.

**C.** Test and calibrate chilled water temperature controller.

**D.** Test each chilled water and condenser water flow protection device.

**E.** Check stroke and operation of inlet guide vanes.

**F.** Test solid state overload protection module and calibrate the module with digital multimeter, if required. Record information.

**G.** Complete operating log of the following items:

1. Operating voltage.
2. Operating amperage.
3. Condenser water inlet temperature.
4. Condenser water outlet temperature.
5. Condenser refrigerant liquid temperature.
6. Chilled water inlet temperature.
7. Chilled water outlet temperature.
8. Evaporator refrigerant liquid temperature.
9. Evaporator pressure.
10. Condenser pressure.
11. Oil gauge pressure.
12. Oil failure switch setting.
13. Motor temperature control setting.
14. High pressure switch setting.
15. Oil temperature.
17. Chilled water pump differential.
18. Liquid refrigerant level in sight glass.
19. Low temperature setting.

Remove oil sample and send to a qualified laboratory for analysis. A formal laboratory report will be provided detailing all results and recommendations. This report will be reviewed with the Building Engineer.

WINTER INSPECTION

A. High Efficiency Purge Maintenance

1. Inspect air-cooled condenser coil and condenser fan motor and blade: Clean as needed.
2. Perform purge electrical control circuit operation test.
3. Remove any water from the purge tank.
4. Remove purge tank body and visually inspect the coil and all internal parts. Clean where necessary.
5. Inspect the tank drain valve and line to insure it is free of any debris. Clean where necessary.
6. Install new drier cores.
7. Reassemble tank using new tank gasket.
8. Pressure purge tank and check for leaks.

B. Base Maintenance

1. Perform an operating check of oil pump and oil pressure regulator and record readings.
2. Meg check oil pump motor and record readings.
3. Provide and install a new oil filter.

C. Starter Inspection and Maintenance

1. Check and tighten all terminals.
2. Check condition of contacts for wear, pitting, etc., and record condition.

D. Meg check centrifugal motor and record readings.
Heating/Cooling Rooftop Equipment Inspection Program:

SPRING INSPECTION

A. Preliminary inspection of all unit components; e.g. condenser section, supply fan, compressor section, controls, etc.

B. Check system for proper refrigerant and oil charge.

C. Perform acid test on semi-hermetic compressor oil. (Once per year.)

D. Inspect the evaporator coil for fouling and check drain pan.

E. Inspect the supply fan motor belts for wear, tension, alignment and lubricate the motor and shaft bearings.

F. Inspect air filters.

G. Perform the following inspections in the condenser section:
   1. Check condenser fan belts for wear, proper tension, and alignment.
   2. Check the condenser coil for fouling.

H. Test and adjust the economizer controls, outside air dampers, return air dampers, actuators, and barometric relief mechanism.

I. Complete operating log of the following items. Record information on appropriate log sheets.
   1. Suction pressure and temperature.
   2. Condensing pressure and temperature.
   4. Subcooling.
   7. High pressure cut-out control.
   8. Oil pressure control.
   10. Running voltage.
   11. Running amps.
   12. Compressor motor meg.
   13. Ambient temperature.
   15. Evaporator fan motor amp draw.
FALL INSPECTION

A. Preliminary inspection of all unit components; e.g. condenser section, supply fan, compressor section, controls, etc.

B. Inspect the supply fan motor belts for tension, wear, alignment and lubricate the fan motor bearings and shaft bearings.

C. Inspect air filters.

D. Test and adjust the economizer controls, outside air dampers, return air dampers, actuators, and barometric relief mechanism.

E. Perform the following inspections in the gas fired heat exchanger section:
   1. Check operation of pilot assembly.
   2. Check the heat exchanger ribbon assemblies for fouling.
   3. Adjust fuel/air mixture; if required.
   4. Test the fan control and high limit control.

Trane RTAC Air Cooled Helical Rotary Chiller Inspection Program

SPRING INSPECTION

A. Inspect electrical connections and check condition of relays and modules.

B. Preliminary inspection, testing and adjustment of the starter controls.

C. Check microprocessor controller operation.

D. Inspect and test chilled water pressure differential switches.

E. Perform a complete operating log of the items listed below and record on appropriate log sheets.
   1. Operating voltage & amperage.
   2. Condenser refrigerant liquid temperature.
   3. Chilled water inlet & outlet temperature.
   4. Evaporator refrigerant liquid temperature.
   5. Evaporator pressure.
   6. Condenser pressure.
   7. Oil gauge pressure.
   8. Oil failure switch setting.
   9. Motor temperature control setting.
   10. High pressure switch setting.
   11. Oil temperature.
   12. Chilled water pressure drop.
   13. Low temperature setting.
   15. Verify proper operation of float metering device.
SUMMER INSPECTION

A. Inspection of the equipment during operation and confirmation of the operating efficiency.

B. Perform acid test on two compressor oil samples.

C. OPTION AS NEEDED: Remove oil sample and send to a qualified laboratory for analysis. A formal laboratory report will be provided detailing all results and recommendations. This report will be reviewed with the building engineer.

D. Check microprocessor controller operation.

E. Operating log of the following items:
   1. Operating voltage.
   2. Operating amperage.
   3. Condenser refrigerant liquid temperature.
   4. Chilled water inlet temperature.
   5. Chilled water outlet temperature.
   7. Evaporator pressure.
   8. Condenser pressure.
   9. Oil gauge pressure.
   10. Oil cooler water condenser temperature.
   11. Oil temperature.
   12. Chilled water pressure drop.
   13. Verify proper operation of float metering device.
   14. Mark oil level.
   15. Service on time and reset.

Natural Gas Hot Water Forced Draft Burner Boiler Inspection Program

FALL INSPECTION

A. Preliminary inspection of all boiler system components; i.e. boiler housing, hot water pumps, breeching and flue, gas train, etc.

B. Exercise all manual shutoff gas valves and lubricate per manufacturer’s recommendations.

C. Test each of the following safety controls and record condition and settings.
   1. Low water cutoff.
   2. High temperature cutoffs.
   3. Flame safeguard control.
   4. High gas pressure switch.
   5. Low gas pressure switch.
8. Vent line solenoid.
9. Main gas pressure regulating valve.

D. Complete operational test of the following devices and log on appropriate log sheet.

1. Hot water inlet temperature.
2. Hot water outlet temperature.
3. Outside air temperature.
4. Stack temperature.
5. Hot water temperature controller setting.
6. Operating low water level control.

E. Combustion Efficiency Test

1. Run combustion efficiency test at all firing rates using Flue Gas Analyzer.
2. Record ratio in percentage of CO₂, O₂, and CO in the flue gas.
3. Evaluate the ratios recorded above at the measured flue temperature to determine efficiency.
4. Make minor adjustments to fuel/air ratio to maximize boiler efficiency.

F. Review correct blow down procedure and frequency with operating personnel.

WINTER INSPECTION

A. Preliminary inspection of all boiler system components; i.e. boiler housing, hot water pumps, breeching and flue, gas train, etc.

B. Exercise all manual shutoff gas valves and lubricate per manufacturer’s recommendations.

C. Complete operational test of the following devices and log on appropriate log sheet.

1. Hot water inlet temperature.
2. Hot water outlet temperature.
3. Outside air temperature.
4. Stack temperature.
5. Hot water temperature controller setting.
6. Operating low water level control.
TERMS AND CONDITIONS

General Terms

1. This agreement does not include service or maintenance on any equipment used or installed for use in conjunction with the described equipment.

2. PCI Mechanical Services shall not be responsible for the routine operation of the equipment nor for the injuries to persons or damages to property or losses incurred by failure of the equipment to operate properly except those directly due to the negligent acts of our employees, and in no event shall the PCI Mechanical Services be liable for consequential or speculative damages.

Insurance

Copies of inspection reports will be forwarded to an insurance company if requested by the building owner.

Additional Parts or Labor

Approval must be given by the owner or his authorized representative prior to PCI Mechanical Services furnishing any labor or material not specifically authorized by this contract.

Warranty

All parts and materials provided by PCI Mechanical Services will carry the manufacturer's warranty along with our standard labor warranty. Any repairs performed by other contractors on equipment covered under this contract will void the warranty provided by PCI Mechanical Services.

Cancellation

This agreement may be terminated with thirty days written notice by either party. In the event of termination of this agreement, the customer will be responsible for any work completed but not invoiced and for all work in progress up to and including the date written notice of cancellation is received. After written notice is received, neither party shall be liable to the other in any manner other than as outlined in this paragraph.
PROGRAM PRICING SCHEDULE

Program Pricing and Payment Terms

The services outlined in this proposal will be furnished by PCI Mechanical Services. Annual billings will be issued, with the first invoice issued following the acceptance of this proposal.

<table>
<thead>
<tr>
<th>Year</th>
<th>Annual Maintenance Billing</th>
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</thead>
<tbody>
<tr>
<td>2015-2016</td>
<td>$4,289.00</td>
</tr>
</tbody>
</table>

OPTION FOR AIR COOLED CHILLER OIL ANALYSIS PER YEAR BOTH COMPRESSORS

$195.00

Labor Rates

This program is designed to provide periodically scheduled preventive maintenance, on the equipment listed in this proposal. There may be occasions when additional services are required. When additional maintenance is required the following labor rates will apply.

<table>
<thead>
<tr>
<th>Year</th>
<th>Regular Hourly Rate</th>
<th>Overtime Hourly Rate</th>
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</thead>
<tbody>
<tr>
<td>2015-2016</td>
<td>$92.00</td>
<td>$132.00</td>
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</table>

Emergency Service

Emergency service is available 24 hrs. per day. Please call the following phone numbers for emergency service:

Normal Working Hours............................................. (785) 233-4321
After Hours Emergencies...........................................(785) 233-2010
Effective Date

The effective date of this agreement shall be May 1, 2015.

Anniversary Date

The Anniversary Date of this agreement shall occur every 12 months from the Effective Date of this agreement.

Customer Acceptance:

- Firm Name: ____________________________
- Accepted by: ____________________________
- Printed Name: ____________________________
- Title: ____________________________
- Date: ____________________________
- Purchase Order Number: ____________________________

Sincerely,

Mark Law
PCI Mechanical Services

Approved as to Legality
and Form: Date 4-22-15

ASST. CO. COUNSELOR
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. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such 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. 44-1001 and K.S.A. 44-1111; (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.

VENDOR/CONTRACTOR:

By:

Title: Vice President

Date: April 23, 2015

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Kevin J. Cook, Chair

Date: ___________________________

ATTEST:

Cynthia A. Bock, Shawnee County Clerk
TO: Board of County Commissioners

FROM: Brian W. Cole, Director

DATE: May 20, 2015

RE: Request for Approval of Medical Waste Disposal Services Agreement

I am requesting approval of the attached agreement with Stericycle for biomedical waste services provided to the Adult and Juvenile Detention Centers.

This agreement represents a 5% increase in the costs for these services, from current agreement pricing. Based on FY2014 totals, the estimated dollar increase annually will be approximately $100.00

Funds for these services are available in the detention budget (10DF000 50230). This agreement has been approved by the Counselor's office as to form and legality. I therefore request that you approve the agreement for these services.

I will be happy to answer any questions you may have.

BWC:tp

cc: Betty Greiner, Financial Administrator
Richard Eckert, County Counselor
Evelyn Kendall, Deputy Director
Timothy Phelps, Deputy Director
**BIOMEDICAL WASTE SERVICES AGREEMENT**

**Account/Site # 2237888-0Q1**

**Service Name and Address**
- Name: Shawnee Co Dept of Corrections
- Address: 501 SE 8th Ave
- City, ST, Zip: Topeka, KS 66607-1113
- Phone: 785-291-5000
- Fax: 785-291-4924

**Billing Name and Address**
- Name: Shawnee Co Dept of Corrections
- Address: 501 SE 8th Ave
- City, ST, Zip: Topeka, KS 66607-1113
- Phone: 785-251-6628
- Fax: 785-291-4924

**Date of Service Agreement:** 4/1/2015

**Frequency of Service:** 26 stops (every other week)

**SERVICE DESCRIPTION:**
- MEDICAL WASTE SERVICE INCLUDING: PACKAGING MATERIALS, TAPE, LABELS, TREATMENT, DESTRUCTION AND DOCUMENTATION

**RATE STRUCTURE:**

<table>
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<th>Amount</th>
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<tbody>
<tr>
<td>Box Charge</td>
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<tr>
<td>Stop Charge</td>
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<td>Minimum Fee Per Pick Up</td>
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<td>No Waste Fee</td>
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<tr>
<td>Fuel Charge</td>
<td>$0</td>
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<tr>
<td>Special Waste</td>
<td>NA</td>
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**By signing below I acknowledge that I am Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by the terms and conditions that appear on the second page hereof and comply with Stericycle's Waste Acceptance Policy, both of which are integral parts of this Agreement.**

**CUSTOMER**

**STERICYCLE**

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**Inter-Office use ONLY**

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<tr>
<th>Type of Agreement (Check one)</th>
<th>New</th>
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**Stericycle, Inc., 4010 Commercial Ave., Northbrook, IL 60062**

**Phone:** 1-866-783-7422 • **Fax:** 1-865-783-7432

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**GOVT**

**Inter-Office use ONLY**

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1. Regulated Medical Waste Services (a) Stericycle, Inc. shall collect, transport, treat and dispose of all Regulated Medical Waste (hereinafter referred to as Non-Consuming Waste) generated by Customer during the term of this Agreement. (b) Responsibility for transportation of Regulated Medical Waste collected from Customer shall transfer and vest in Stericycle at the time it is loaded onto Stericycle's vehicle. Customer shall have title to Regulated Medical Waste at all times. Customer shall hold title to any Non-Consuming Waste at all times, whether refused for collection or returned to the customer for proper disposal after collection. All Regulated Medical Waste must be accompanied by a properly completed shipping manifest pursuant to 49 CFR 172.202 (Manifest). (c) If any employees of any other party refuses to collect any containers that are determined to be Non-Consuming Waste as defined in the Waste Acceptance Policy (WAP). Customer shall place only "Regulated Medical Waste" as defined by 49 CFR 173.134 or by any other state, local or federal regulations. (d) Customer represents and warrants that if the waste presented for disposal will not contain any "hazardous", "toxic", "radioactive" or "Non-Consuming Wastes" as defined by all applicable laws, regulations and the WAP, the waste strictly conforms to Stericycle's WAP and its local, state, federal and any other laws and regulations concerning Regulated Medical Waste and if they have reviewed the attached WAP and its complete definitions and requirements. (e) Customer shall be liable for any and all injuries, losses and damages resulting from Non-Consuming Waste. (f) This Agreement, materials and equipment owned by Stericycle and used in the collection of Waste shall remain the property of Stericycle and all rights and remedies provided at law or in equity. (g) Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, residue disposal, or to otherwise address cash escalation. Customer and Stericycle agree that any escalation of the original Term (each an "Extension Term") provided Customer sends written notice to Stericycle at least sixty (60) days prior to each renewal date of its intention to renew. All Extension Terms shall be subject to the terms and conditions hereunder. (h) Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, residue disposal, or to otherwise address cash escalation. Customer and Stericycle agree that any extension of the original Term (each an "Extension Term") provided Customer sends written notice to Stericycle at least sixty (60) days prior to each renewal date of its intention to renew. All Extension Terms shall be subject to the terms and conditions hereunder. (i) Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, residue disposal, or to otherwise address cash escalation. Customer and Stericycle agree that any extension of the original Term (each an "Extension Term") provided Customer sends written notice to Stericycle at least sixty (60) days prior to each renewal date of its intention to renew. All Extension Terms shall be subject to the terms and conditions hereunder. (j) Stericycle may at any time to ensure compliance with applicable law or regulations. A copy of Stericycle's WAP may also be obtained from your local Stericycle representative.

2. Term and Pricing (a) Customer shall have the option to renew this Agreement for successive terms equal to the original Term (each an "Extension Term") provided Customer sends written notice to Stericycle at least sixty (60) days prior to each renewal date of its intention to renew. All Extension Terms shall be subject to the terms and conditions hereunder. (b) Stericycle reserves the right to adjust the contract price to account for operational changes it implements to comply with documented changes in law, to cover increases in the cost of fuel, insurance, residue disposal, or to otherwise address cash escalation. Customer and Stericycle agree that any extension of the original Term (each an "Extension Term") provided Customer sends written notice to Stericycle at least sixty (60) days prior to each renewal date of its intention to renew. All Extension Terms shall be subject to the terms and conditions hereunder. (c) In the event Customer terminates this Agreement due to the suspension, revocation, cancellation or expiration of its Indemnification Program, Customer agrees to indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner concerning the transportation or proper disposal of any other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

3. Billing Stericycle shall provide Customer with monthly, quarterly or annual invoices that are due upon receipt. Customer agrees to pay a late charge on any amounts owed to Stericycle that are more than 30 days old, at a rate equal to the lesser of 1 1/2% per month or the maximum rate permitted by law. Customer shall bear any costs that Stericycle may incur in collecting overdue amounts from Customer, including, but not limited to, reasonable attorney's fees and court costs. Should any amounts due pursuant to this Agreement remain unpaid for more than 30 days from the date of the debt's first invoice, Stericycle shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts (plus late charges and collection fees) are paid. In addition to Stericycle's charges for services and products under this Agreement, the Customer shall pay all taxes imposed or levied by any governmental authority with respect to such services or products. These taxes, if applicable, include but are not limited to sales, use, excise, occupation, franchise, and similar taxes, and tax-like fees and charges (but do not include any taxes on Stericycle's net income). Stericycle shall cooperate with the Customer to determine the applicability of any exemption certificates that the Customer provides to Stericycle in a timely manner. Notwithstanding any first to adjust the contract price, Stericycle reserves the right to further adjust the amounts payable and due to Stericycle for fees including, but not limited to environmental protection, compliance, waste management, or safety. In the event that Stericycle suspends services under this Agreement for any reason, including the expiration or termination of this Agreement or Customer's breach (see 2(c), above), Stericycle may retain all containers belonging to it from Customer's premises and assess a $50.00 pick up fee for such removal.

4. Surcharge Stericycle may also impose a surcharge in the event that Stericycle attempts to pick up waste at a Customer location on a scheduled pick-up day or in response to a Customer request, and, through no fault of Stericycle, either (a) there is no Regulated Medical Waste for Stericycle to pick up, (b) waste is not ready for pick-up or (c) the Customer location is closed. Excess waste volume significantly greater than average volume for similar generators or exceeding maximum allowable containers per year shall be subject to a surcharge at the current surcharge container rate ($65.00) at Stericycle's discretion. Stericycle will impose this surcharge to deter abuses, including but not limited to, solid waste disposed in the medical waste stream, or Customer consolidation of the waste of several generators under one site. Stericycle may bill additional charges for non-compliant container provided by Customer. Non-compliant containers subject to additional charges include, but are not limited to, containers that are overweight under applicable laws, rules or regulations; those containers exceeding 50 lbs; containers holding non-conforming waste; and containers where the waste is improperly segregated or packaged.

5. Liability for Equipment Customer shall have the care, custody and control of containers and other equipment owned by Stericycle and placed at Customer's premises and accepts responsibility and liability for the equipment and its contents, except when it is being physically handled by employees of Stericycle. Customer agrees to defend, indemnify and hold harmless Stericycle from and against any and all claims for loss or damage to property, or personal injury or death, resulting from or arising in any manner concerning the transportation or proper disposal of any other equipment furnished under this Agreement. Any damage or loss to such containers and equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

6. Indemnification (a) Stericycle shall indemnify and hold Customer harmless from any liabilities arising from the gross negligence or willful misconduct of Stericycle in the performance of its obligations under this Agreement. Customer shall indemnify and hold Stericycle harmless from any liabilities arising from the gross negligence or willful misconduct of Customer, which shall include, but are not limited to, failure to properly store, package, label, or segregate Regulated Medical Waste and any liabilities relating to Non-Consuming Waste, whether transported, transferred or treated by Stericycle. Each party agrees to pay the reasonable attorneys' fees and costs incurred by the other in bringing a successful indemnification claim under this Paragraph. Customer agrees to pay Stericycle's reasonable attorney's fees incurred for any successful defense by Stericycle of a suit for indemnification brought against Stericycle by Customer. (b) Stericycle will indemnify and hold harmless any Customer who subscribes to a Preferred Program from any line or portion thereof resulting from an OSHA citation explicitly describing a blood-borne pathogen or medical waste management practice specifically addressed only by the Preferred Program training and materials. Provided, however, that Stericycle's obligation to indemnify Customer under this sub-Paragraph is contingent upon (1) Customer having followed or following each recommendation and instruction included in the Preferred Program (whether expressed verbally by employees or agents of Stericycle or as set forth in any written or electronic materials) and (2) Customer notifying Stericycle as soon as possible after it learns that it will be the subject of an OSHA inspection and shall allow employees or agents of Stericycle to attend the inspection and to defend the Customer's blood-borne pathogen and medical waste management practices during the inspection. Customer's failure to perform any of its obligations under the subParagraph (b) and Stericycle's satisfaction that have observed Stericycle of its indemnification responsibilities under this subParagraph (b) this sub-Paragraph (b) applies only to the Preferred Level Program.

7. Compliance Materials To the extent that Stericycle provides Customer with any electronic or printed materials (the "Compliance Materials") it provides these materials subject to a limited license to Customer to use the Compliance Materials for Customer's own, non-
commercial use. Stericycle may revoke this license at its discretion at any time. Customer may not copy or redistribute the Compliance Materials in any manner, not use or republish the Compliance Materials for or to any third party or audience, including but not limited to business-trade groups or associations, chambers of commerce, professional, fraternal or educational associations or reciprocating or cooperating service providers. Customer acknowledges the prejudice that it causes to Stericycle by including the foregoing limitations as well as the difficulty in calculating economic damage to Stericycle as a result thereof and therefore agrees to pay to Stericycle the sum of $500,000.00 for each such violation of these terms. Customer agrees to return all Compliance Materials at Stericycle's request upon the expiration or termination of this Agreement. Stericycle may charge Customer a fee for failure to return Compliance Materials at the expiration of the Term or a restocking fee for return of materials prior to the expiration of the Term.

8. Compliance with Laws Stericycle hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules and regulations applicable to its performance hereunder. As of the date of this Agreement, Stericycle has all necessary permits, licenses, zoning and other federal, state or local authorizations required to perform the services under this Agreement and with respect to those to Customer upon request, Customer hereby agrees to comply with all federal and state laws, rules and regulations applicable to its handling of Regulated Medical Waste and its performance under this Agreement, including, without limitation, all applicable record keeping, documentation requirements and manifesting requirements. Customer acknowledges that Stericycle has advised Customer of the regulated Medical Waste service frequency requirements within their state (if applicable), and Customer has determined its desired frequency independent of Stericycle's recommendation. Customer hereby agrees to indemnify and hold Stericycle harmless for any decisions around service frequency by Customer that do not comply with state regulations. Stericycle and Customer shall keep and retain adequate books and records and other documentation including personnel records, copies of agreements, plans, reports, manifests and tracking records consistent with and for the periods required by applicable regulations and guidelines pertaining to storage or handling of Regulated Medical Waste and the services to be performed under this Agreement.

9. Exclusivity Customer agrees to use no other Regulated Medical Waste disposal service or method during the Term of this Agreement and any Extension Terms.

10. Excuse of Performance Stericycle shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof (whether now existing or heretofore created).

11. Independent Contractor Stericycle's relationship with Customer pursuant hereto is that of an independent contractor, and nothing in this Agreement shall be construed to designate Stericycle as an employee, agent or partner of or a joint venture with Customer.

12. Amendment and Waiver Changes in the terms, size and amount of equipment or the frequency of service may be mutually agreed to orally or in writing by the parties, without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties. All other amendments to this Agreement (other than as provided in 2(b)) shall be effected only by a written instrument executed by the parties. No waiver shall be effective unless submitted in writing by the party granting such waiver. No waiver of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement and no waiver of any breach or duty under this Agreement shall be deemed a waiver of any other breach or later instances of the same duty.

13. Savings Clause in case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall not be construed as if such invalid, illegal or unenforceable provision had never been contained herein, unless such finding shall impair the rights or increase the obligations of Stericycle hereunder, in which event, at Stericycle's option, this Agreement may be terminated.

14. Entire Agreement This Agreement (including any attachments, exhibits and amendments made in accordance with Paragraph 12) constitutes the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, legal representatives and heirs of the parties hereto provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Stericycle, which consent of Stericycle may not unreasonably withhold.

15. Governing Law This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction.

16. Notices All required notices, or those which the parties may desire to give under this Agreement shall be in writing and sent to the parties' addresses set forth above.

17. Originals A copy or facsimile of this Agreement shall be as effective as an original.

18. Purchase Orders Any terms or conditions contained in any Purchase Order, Purchase Order Agreement, or other invoice acknowledgment, Order by Customer or proposed at any time by Customer in any manner, which vary from, or conflict with the terms and conditions in the Stericycle Service Agreement are deemed to be material alterations and are objected to by Stericycle without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Stericycle unless expressly accepted in writing. If Customer's standard purchase order form is provided to Stericycle in connection with this Agreement, the terms and conditions for that Purchase Order will be superseded by the provisions of this Agreement and the use of the purchase order shall be only to facilitate Customer's payment of fees to Stericycle. Written acceptance or rejection by Stericycle of any such terms or conditions shall not constitute an acceptance of any other additional terms or conditions.

19. Waste Brokers Stericycle reserves the right to deal solely with the Customer and not with any third party agents of the customer for all purposes relating to this Agreement. Customer represents and warrants to Stericycle that it is the medical waste generator and is acting for its own account and not through a broker or agent. Stericycle shall be entitled to terminate this agreement and seek all available legal remedies, for Customer's breach of this representation and warranty.
STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY

Stericycle's policy requires compliance with all applicable regulations regarding the collection, transportation, and treatment of regulated medical waste. Federal Department of Transportation (DOT) Regulations require the generator of regulated medical waste to notify their waste transporter of the nature and quantity of the waste. It is imperative that all parties understand the rules regarding proper identification, classification, segregation, and packaging of regulated medical waste. The purpose of this policy is to outline appropriate practices for preparing your medical waste for collection, transportation, and treatment.

STERICYCLE REGULATED MEDICAL WASTE ACCEPTANCE POLICY CHECKLIST

ACCEPTED REGULATED MEDICAL WASTE

- Sharps - Means any object contaminated with a pathogen that might become contaminated with a pathogen through handling or during transportation and that is capable of injuring or penetrating the skin or a packaging material. Sharps include needles, syringes, scalps, broken glass, culture dishes, culture jars, broken glass syringes, broken glass tubes, broken glass dishes, and exposed ends of dental wires.
- Regulated Medical Waste or Clinical Waste (RW) - Medical Waste means a waste or regenerator material derived from the medical treatment of an animal or human, which includes diagnostic and therapeutic, or from biologic research, which requires the preservation and storage of biological products.

ACCEPTED REGULATED MEDICAL WASTE WHICH MUST BE IDENTIFIED AND SEGREGATED FOR INCINERATION

- Waste Therapy/Chemotherapy - Used in chemotherapy and anti-rejection treatments, Cytotoxic medications including chemotherapy agents, both oral and intravenous, that require special handling and disposal. These products, when not in use, should be returned to the supplier.
- Medical Equipment - Any medical equipment that requires special handling and disposal.

REJECTED MEDICAL WASTE

- Unincorporated Radioactive Substances
- Contaminated Tissue - Means any tissue, fluid, or cell that is contaminated with a radioactive substance.
- Bulk Chemicals
- Mercury-Containing Dental Waste
- Mercury-Containing Dental Waste

WASTE SEGREGATION AND PACKAGING

The generator is solely responsible for proper segregation, packaging, and labeling of regulated medical waste. Proper segregation and packaging prevents the possibility of mixing hazardous waste with non-hazardous waste. Proper segregation and packaging practices are critical to proper hazardous waste disposal.

MANAGEMENT OF NON-COMPLIANCE WASTE

As required by regulation and company policy, Stericycle employees may refuse to accept waste that is not properly packaged and labeled. Any waste not properly packaged shall be returned to the generator for proper packaging and labeling. Proper packaging and labeling may be required for hazardous waste and waste which is not yet hazardous but contains hazardous waste.

"Stericycle" is not responsible for hazardous waste.

Additional waste acceptance policies may apply and be specific to the location and the waste management system.

Copyright © 2016 Stericycle, Inc. All rights reserved. MS14101
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. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such 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 all solicitations or advertisements for employs, 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 (c) 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 attempts 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 hereby 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 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 lessee shall bear the risk of any loss or damage to any personal property to which vendor or lessee holds title.

Vendor/Contractor: __________________________
Title: __________________________
Date: __________________________

Board of County Commissioners
Shawnee County, Kansas

Kevin J. Cook, Chair
Date: __________________________

ATTEST:

Cynthia A. Beck, Shawnee County Clerk
To: Board of County Commissioners

From: Brian W. Cole, Director

Date: May 26, 2015

Subject: Amendment No. 1 to Agreement for Design/Build of New Kitchen

I am requesting your approval of the attached Amendment No. 1 to the department’s agreement with KBS Constructors, Inc. (KBS) to provide design/build services in the construction of a new kitchen at the Department of Corrections. The Commission approved an agreement (C124-2015) on April 6, 2015, which included the mandate that KBS provide a Guarantee Maximum Price for the project.

The attached amendment reflects the agreement reached with KBS to complete the design and build of the new kitchen for a Maximum Guarantee Price of $3,515,364.00. It further articulates the substantial completion date of May 5, 2016, and final completion date of May 26, 2016. This is in anticipation of beginning work on June 10, 2015.

The agreement has been reviewed by the County Counselor’s office and has been approved as to form and legality. I request that you approve the agreement as presented. I will be happy to answer any questions you may have.

BWC:tp

cc: Betty Greiner, Financial Administrator
Richard Eckert, County Counselor
Timothy Phelps, Deputy Director
AMENDMENT NO. 1
TO
AGC DOCUMENT NO. 410
STANDARD FORM OF DESIGN-BUILD AGREEMENT AND
GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER
(Where the Basis of Payment is the Cost of the Work
Plus a Fee with a Guaranteed Maximum Price)

Pursuant to Paragraph 3.2 of the Agreement dated 2/27/2015 between the Owner, ______ Shawnee County Department of Corrections and the Design-Builder, KBS Constructors, Inc., for ____ Shawnee County Dept. of Corrections Correctional and Food Service Facility (the Project), the Owner and the Design-Builder desire to establish a Guaranteed Maximum Price ("GMP") for the Work. Therefore, the Owner and the Design-Builder agree as follows:

ARTICLE 1

GUARANTEED MAXIMUM PRICE

The Design-Builder's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Design-Builder's Fee as set forth in Paragraph 7.3, is __ Three million, Five hundred fifty thousand, Three hundred sixty-four __ Dollars ($3,515,364.00) for the performance of the Work in accordance with the documents listed below, which are part of the Agreement.

APPENDIX __ Drawings and Specifications, including Addenda, if any, dated 5/4/2015, included. Per project plans, 42 pages.

APPENDIX __ Allowance Items, dated None 2 pages.

APPENDIX __ Assumptions and Clarifications, dated None 2 pages.

APPENDIX __ Schedule of Work, dated None 2 pages.

APPENDIX __ Alternate Prices, dated None 2 pages.

APPENDIX __ Unit Prices, dated None 2 pages.

APPENDIX __ Additional Services included, dated None 2 pages.
ARTICLE 2

DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work is May 5, 2016.

ARTICLE 3

DATE OF FINAL COMPLETION

The Date of Final Completion of the Work is: May 26, 2016
or within Twenty-one (21) days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

This Amendment is entered into as of May 20, 2015.

OWNER: Shawnee County Department of Corrections

ATTEST: ___________________________ ___________________________

ATTEST: ___________________________ ___________________________

DESIGN-BUILDER: KBS Constructors, Inc.

ATTEST: ___________________________ ___________________________

ATTEST: ___________________________ ___________________________

PRINT NAME: ___________________________ ___________________________

PRINT NAME: ___________________________ ___________________________

PRINT TITLE: ___________________________ ___________________________

PRINT TITLE: ___________________________ ___________________________

Approved as to Legality and Form: Date 5-11-15

AGC DOCUMENT NO. 410 • STANDARD FORM OF DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN OWNER AND DESIGN-BUILDER (Where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price)
© 1999, The Associated General Contractors of America
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 .

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.

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 the laws of the State of Kansas.

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. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such 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.

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

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 of 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. 45-1031 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, such 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.

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.

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.

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.

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.

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: 

Date: __/__/15

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Kevin J. Cook, Chair

Date:

ATTEST:

Cynthia A. Beck, Shawnee County Clerk
May 19, 2015

TO: Board of Commissioners  
Shawnee County

FROM: Alice Weingartner  
Director – Community Health Center

RE: Practicum Site Agreement with Rasmussen

**Action Requested:** Approval of the Contract to provide facilities for on-site training for students with Rasmussen’s School of Health Sciences programs.

This contract provides for Rasmussen’s School of Health Sciences students to participate in Local Health Department and Community Health Center activities at the SCHA as a part of their field and clinical learning experiences.

There are no costs to Shawnee County associated with this contract.

AW/tnjc

Cc: Allison Alejos, Director – Local Health Department
SCHOOL OF HEALTH SCIENCES
PRACTICUM SITE AGREEMENT

This Practicum Site Agreement ("Agreement") is entered into July 1, 2015 ("Effective Date") by and between Rasmussen College, Inc., a public benefit corporation, a Delaware corporation ("Rasmussen") and Shawnee County Health Agency ("Facility").

WHEREAS, Rasmussen and Facility desire to provide learning opportunities for students of Rasmussen's School of Health Sciences programs ("Program"); and

WHEREAS, the parties are desirous of cooperating in a plan to provide facilities for on-site training of students in the Program ("Students") that is an extension of Students' classroom experience.

NOW THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

1. Facilities and Program. Facility agrees to provide a practicum/clinical site to permit Students to receive training and perform services at Facility under the supervision of Facility and Rasmussen. Facility and Rasmussen will agree on the numbers of students who will participate, the duration of the experience for each student or group of students, and the nature of the training to be provided.

2. Term and Termination.
   a. This Agreement will commence on the Effective Date and will continue until June 30, 2016.
   b. This Agreement shall be renewed automatically for successive 12 month terms unless terminated by written notice of either party at least 60 days prior to the end of any term.
   c. This Agreement may be terminated for cause by either party after providing thirty (30) days written notice to the party in breach, subject to the breaching party's right to cure the breach within such thirty (30) day period. If the breaching party fails to cure or correct the breach within thirty (30) days after receipt of written notice, the non-breaching party shall have the right to immediately terminate the Agreement. In the event of termination, Facility shall allow Students to complete their training cycle, to the extent they were scheduled to begin on or before the termination date.

3. Obligations of Facility. Facility agrees to:
   a. Provide qualified professionals to supervise Students during the Program;
   b. Maintain the standards which make Facility eligible for approval as a practical environment for Student instruction;
   c. Provide an orientation for Students and faculty assigned to Facility regarding Facility's policies and procedures applicable to the Program;
   d. Inform both the Student and Rasmussen of the Student's professional growth and perceived clinical competence, including verbal feedback and/or end-of-rotation evaluations;
   e. Retain overall responsibility for the quality of patient care; and
   f. Adhere to Rasmussen's policy to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation,
veteran’s status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by applicable laws and regulations.

4. **Obligations of Rasmussen.** Rasmussen agrees to:
   a. Designate a faculty member to work with the designated representative of the Facility to coordinate the Program;
   b. Select Students for participation in the Program who have successfully completed all necessary prerequisite courses and requirements;
   c. Provide Facility with a list of Students who will be participating in the Program at Facility;
   d. Ensure that each Student has been familiarized with his/her responsibilities while participating in the Program, including each Student’s obligation to comply with all policies and procedures of Facility;
   e. Advise each Student that he/she is required to:
      i. Respect the confidentiality of Facility’s patients and their records in accordance with Rasmussen’s and Facility’s guidelines and applicable law;
      ii. Comply with all policies of Rasmussen and Facility;
      iii. Meet health standards as required by Rasmussen and Facility; and
      iv. Submit to a drug test and/or background check if required by Facility and/or state law; and
   f. Be responsible for the cost of equipment owned by Facility that is broken or damaged as a result of the willful acts of Students.

5. **Removal of Students from Practicum Site.** Facility shall have the right to require Rasmussen to remove any Student or faculty member from the practicum site if that Student or faculty member in any way violates, contravenes, ignores, neglects, abuses, or otherwise disregards the accepted standards of Facility. Such a decision to request removal of a Student or faculty member from the practicum site is in the sole discretion of the Facility and shall not be subject to consideration or reconsideration by any other person or entity.

6. **Scheduling.** Rasmussen faculty plan the days and hours that Students enrolled in the Program shall utilize Facility for practicum experiences, with consent and approval of the administrative staff of Facility.

7. **Areas of Training and Experiences.** Students shall receive training and practice at Facility with experiences designed to provide each Student an opportunity to interact with clients and gain competency performing required skills. Facility shall take reasonable care to assure that students are not allowed to perform any function within the Facility for which they are not qualified or appropriately licensed.

8. **Confidentiality/HIPAA.**
   a. Rasmussen and its Students will respect the confidential nature of all patient information, as well as other Facility records, in accordance with applicable federal, state, and local laws and regulations regarding the confidentiality of patient information and proprietary information.
   b. Solely for the purposes of defining the Students’ and faculty roles in relation to the use and disclosure of the Facility’s protected health information, Rasmussen Students and faculty engaged in activities pursuant to this Agreement are members of the Facility’s

Rev. 02/2014
workforce, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Rasmussen Students and faculty are not and shall not be construed to be employees of the Facility.

c. Rasmussen shall cooperate with Facility in complying with its obligations as a HIPAA covered entity, including, but not limited to, making its Students and faculty available for Facility’s training in its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164. Prior to placement at the Facility, Rasmussen shall instruct its Students and faculty to comply with the Facility’s policies and procedures governing the use and disclosure of individually identifiable health information.

9. Emergency Medical Care and Infectious Disease Exposure.

a. Any emergency medical care available at Facility will be available to Rasmussen faculty and Students who becomes injured or ill while at Facility. Rasmussen faculty and Students will be responsible for payment of charges attributable to their individual emergency medical care.

b. For Rasmussen Students, employees, and agents exposed to an infectious disease at Facility during the Program, Facility shall follow the same policies and procedures which Facility follows for its employees, and the potentially infected individual must immediately report the information to Rasmussen and Facility. Any hospital or medical costs arising from the exposure shall be the sole responsibility of the Rasmussen Student, employee, or agent who receives the treatment and not the responsibility of Facility.

10. No Compensation. The parties agree that because the Program is for the benefit of the Student and Facility derives no immediate advantage from the activities of the Student, Student will not be paid any compensation by Facility in connection with the Program. Facility represents that (i) no employee is being displaced by the Student; (ii) the Program is not being used as a “trial period” for future employment for any Student; and (iii) the Program is not being used to augment Facility’s workforce. Rasmussen and Facility shall each bear its own costs associated with this Agreement and no payment is required by either Rasmussen or Facility to the other party.

11. Insurance. Rasmussen shall maintain and/or cause its Students to maintain professional and public liability insurance covering them, with limits of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) aggregate per policy year, against any claims arising from any act or omission of any Student while participating in practicum experiences at Facility. Facility agrees to maintain professional liability insurance for it and its staff, agents, and employees with minimum limits of Five Hundred Thousand ($500,000.00) per occurrence and general liability insurance with minimum limits of Five Hundred Thousand ($500,000.00) per occurrence and Five Hundred Thousand ($500,000.00) in the aggregate. Upon request, the parties agree to furnish to the other appropriate certificates of insurance. Both Rasmussen and Facility agree to inform the other party of any revocation, reduction, or material change in any insurance required under this clause.

12. Indemnification.

a. Facility agrees to be fully responsible for, and agrees to indemnify, defend, and hold harmless Rasmussen, from and against all claims, losses, liabilities, damages, injuries, or expenses (including reasonable attorney’s fees) resulting from or arising in connection with any breach by Facility, its employees, or agents of its obligations under this Agreement.
Agreement or any claim made by a third party based upon the negligent or willful act or
omission by Facility, its employees, or agents in connection with Facility's obligations
and activities under this Agreement.

b. Rasmussen agrees to be fully responsible for, and agrees to indemnify, defend, and hold
harmless Facility, from and against all claims, losses, liabilities, damages, injuries, or
expenses (including reasonable attorney's fees) resulting from or arising in connection
with any breach by Rasmussen, its employees, or agents of its obligations under this
Agreement or any claim made by a party based upon the negligent or willful acts or
omissions by Rasmussen, its Students, employees, or agents in connection with
Rasmussen's obligations and activities under this Agreement.

c. This indemnification provision shall survive termination of this Agreement.


a. Relationship of the Parties. The parties understand and agree that Facility is merely
providing the facilities and supervision for training for the Program and that in doing so,
there is not created thereby any agency relationship between Rasmussen, its Students or
faculty and Facility, nor is there any such agency, employment, or other supervisor-
subordinate relationship established between Facility, its agents, and the Students.
Rasmussen shall be solely liable for the actions of its Students and employees.

b. Publication of Facility Name and Address. Facility grants Rasmussen and its affiliates
the right to publish Facility's name and address in its list of practicum sites on the
Rasmussen website and in Rasmussen course catalogs.

c. Entire Agreement. This Agreement contains the full and entire Agreement and
understanding between the parties as to the subject matter contained herein and expressly
supersedes all prior oral and written communications regarding the subject matter hereof.

d. Amendment. Any amendment or modification to this Agreement shall be in writing and
signed by authorized officers of each party.

e. Assignment. Neither party shall assign or transfer any rights or obligations under this
Agreement without the prior written consent of the other party.

f. Counterparts. This Agreement may be executed in counterparts, each of which shall be
deemed a duplicate original, but all of which together shall constitute one and the same
instrument. This Agreement may be executed and delivered by facsimile or other
electronic signature, and any such signature shall have the same force and effect as
execution of an original.

g. Waiver. The waiver by either party of a breach or violation of any provision of this
Agreement shall not operate as or be construed to be a waiver of any subsequent breach
hereof.

h. Governing Law. This Agreement shall be construed and enforced in accordance with the
laws of the State of Kansas without giving effect to that State's choice of law principles.

14. Notice. Any notices required hereunder shall be in writing and shall be deemed given when
delivered in person or when mailed, by certified or registered first class mail, postage prepaid,
return receipt requested, addressed to the parties at the addresses below or to such other addresses
of which a party shall have notified the other in accordance with the provisions of this Section.

a. If to Rasmussen:
Rasmussen College, Inc.
Attn: George E. Fogel, Vice President
1415 W. 22nd Street, Suite 400
Oak Brook, Illinois 60523
b. If to Facility:
Shawnee County Health Agency
Attn: Administration Team Leader
1615 SW 8th Ave
Topeka, Kansas 66606

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates and year below written.

RASMUSSEN COLLEGE, INC.,
A PUBLIC BENEFIT CORPORATION

Name: George E. Fogel
Title: Vice President
Date:

SHAWNEE COUNTY HEALTH AGENCY

Name: Kevin J. Cook
Title: Chair, Board of County Commissioners
Date:

Approved as to Legality
and Form: Date 5/15/16

Ashley Bright
ASST. CO COUNSELOR
DATE: May 21, 2015

TO: Board of Commissioners
Shawnee County

FROM: Alice Weingartner
Director, Community Health Center

RE: Approval to utilize temporary staffing agency to fill a RN Position in the Shawnee
County Health Agency - Community Health Center (SCHA-CHC)

**Action requested:** Approval to fill one RN position in the SCHA-CHC through a temporary
staffing service, Cascade Health Service. The contract would be for a minimum of 6 weeks
per Cascade.

The CHC has had two RN positions vacant for a number of months with no qualified
applications forwarded to our office. We are requesting to use a staffing agency to fill one of
these positions. The use of a staffing agency will help in reducing the burden and stress on clinic
staff and ensure appropriate staffing levels for covering operations as we enter the vacation time
of the year.

The RN position is important in helping to maintain clinic flow by assisting with telephone
triage, case management and nurse visits as well as assisting providers.

We have met and conferred with the Teamsters representative and they are agreeable to this
request.

The rate quoted by Cascade Health Services is $45.75 per hour for a minimum of 6 weeks for a total
of $10,980. This is a funded position in the 2015 budget.

Based on feedback from Cascade, they stated it would be easier to fill a 12 week commitment.
The cost would be $21,960 for 12 weeks of services.

Cc: Jim Crowl, Interim County Human Resources Director
Mike Scribner, Teamsters
Kay Morgan, SCHA Personnel/Credential Specialist
Dianna Yates, Division Manager
Alice Weingartner, Director
May 21, 2015

TO: Board of Commissioners  
Shawnee County

FROM: Allison Alejos  
Director – Local Health Department

RE: Renew Contract with KDHE for QuantiFeron® In-Tube Testing for TB

**Action Requested:** Approval to renew contract with Kansas Department of Health and Environment (KDHE) to submit blood specimens for QuantiFeron® Tuberculosis (TB) testing.

The QuantiFeron® In-Tube testing is again being made available to Shawnee County Health Agency – Local Health Department (SCHA-LHD) through KDHE. The processing rate will be $47.00 per specimen in most cases.

The cost for testing is typically paid through private pay, insurance, or the TB Indigent Care grant.

AA/tnje  
Encl.

CC: Ed Kalas, Environmental & Consumer Protection Division Manager
PARTIES:

- Kansas Department of Health and Environment (KDHE)
- Shawnee County Health Department (Health Department)

Contract Period:

July 1, 2015 – June 30, 2016

RECITALS

Tuberculosis is a serious public health threat. In order to address this threat to the public health the Kansas Department of Health and Environment collaborates with local providers to identify suspected cases of tuberculosis.

Quantiferon, also known as QFT, is a test for tuberculosis infection or latent tuberculosis. QFT is an interferon-gamma release assay (IGRA) used in tuberculosis diagnosis. The QFT-GIT assay is a whole-blood test that uses proteins from three TB antigens in an in-tube format. An individual is considered positive for M. tuberculosis infection if the response to TB antigens is above the test cut-off.

KDHE has the capability and is willing to provide QFT testing for the Health Department, and the Health Department wishes to engage the services of KDHE to perform the tasks in this Contract.

THEREFORE, the Parties agree to the following Terms and Conditions.

TERMS AND CONDITIONS

1. The provisions found in the attached Contractual Provisions Attachment (Form DA-146a) are hereby incorporated into this Contract and incorporated by reference.

2. The duration of this contract is for a period beginning July 1, 2015 and ending June 30, 2016.

3. The total amount paid by the Health Department to KDHE will be determined by the number of tests requested by the Health Department.

4. Specimen processing will be at a rate of $47.00 per specimen, except in the event that the collection is for public health reasons as required by and with the prior approval of the Kansas Department of Health and Environment.

5. Specimens which are rejected by the KDHE due to improper collection, handling or transporting by the Health Department will be at a rate of $25.00 per specimen to replace the materials provided for collection.

6. The total payments to KDHE shall not exceed $20,000 during the term of this contract.

7. KDHE shall process blood specimens submitted by the Health Department for QFT testing and provide the following services.

   a. Provide technical direction and assistance to the Health Department on appropriate specimen collection technique, on-site processing requirements and shipping procedures.

   b. Provide the Health Department with the appropriate specimen collection tubes required for the QFT testing.

   c. Evaluate specimens submitted by the Health Department for both appropriateness and quality prior to testing.
d. Test those specimens deemed appropriate within the laboratory for final results.

e. Report results to the submitting Health Department after completion of assay.

f. Provide technical assistance through KDHE tuberculosis staff for result interpretation and considerations for treatment indication.

8. The Health Department shall:

a. Require all staff that will be using the services of KDHE to complete service orientation conducted by the KDHE Tuberculosis Laboratory and Tuberculosis Control Program.

b. Schedule QFT processing with KDHE prior to submission of specimens.

c. Collect specimens using the appropriate tubes as provided by KDHE.

d. Submit specimens to KDHE as instructed. Submissions must follow proper shipping protocol and appropriate order requests must be completed, including the use of QFT billing stickers on the submission form marked with the proper purpose for testing. Shipping will be completed at the expense of the Health Department.

9. Specimens that are received in the lab that are not in compliance with the service policies and protocols as outlined in the orientation process will be rejected. If there are three instances of rejection, service privileges will be suspended until retraining has been completed by the Health Department staff to the satisfaction of the KDHE TB Lab and TB Control Program.

10. KDHE shall provide an invoice for services within sixty (60) days of completion of the assay. The Health Department shall submit payment no later than sixty (60) days after its receipt.

THE PARTIES, through duly authorized representatives, assent to the terms and conditions of this Agreement and have executed it as of the date shown below.

Shawnee County Health Department

By: ________________________________
    ________________________________
    Signature
    ________________________________
    Name (Type or Printed)
    ________________________________
    Title
    ________________________________
    Date

Kansas Department of Health and Environment

By: ________________________________
    ________________________________
    Signature
    ________________________________
    Susan Mosier, MD
    Secretary
    ________________________________
    Date

Approved as to Legality and Form: Date 3/15/15

ASHLEY N. FRAZIER
ASST. GD. COUNSELOR

Contract for Quantiferon In-Tube (QFT) Testing
KDHE – Shawnee County Health Department
July 1, 2015 – June 30, 2016
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The 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 the 1st day of July, 2015.

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. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State 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 State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

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 or 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 at 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 and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies under law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The State of Kansas and its agencies 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 State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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 property in which the contractor holds title.

11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 48-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incident protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
QFT Contract 2015 Contact Update Report

Please complete this report and submit with your signed contract.

Agency Name

Agency Address

FEIN ______________________  DUNS # ______________________

Primary Contract Contact Person:

Name ___________________________________________________________________

Phone ___________________________________________________________________

Email ___________________________________________________________________

List name of each person currently trained and authorized by KDHE to draw QFT samples:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
May 21, 2015

TO:          Board of Commissioners  
             Shawnee County

FROM:   Allison Alejos  
        Director – Local Health Department

RE:     KDHE Tuberculosis Control Program Agreement

**Action Requested:** Approval from the Board of County Commissioners to accept a contract from the Kansas Department of Health and Environment (KDHE) that will provide $2,000 to help control tuberculosis (TB) in Shawnee County for the contract period July 1, 2015 to June 30, 2016.

This contract will allow KDHE to provide Shawnee County Health Agency with $2,000 to help offset local funds in the prevention and control of tuberculosis including direct observational therapy for active TB patients, skin testing, case management, evaluation with local physician and State TB program, and disease contact investigations with electronic charting.

This amount is reduced by $2,000 from the previous year. The award amount is based on the number of active cases each year averaged over a 5-year period and is a standard formula used by the KDHE Tuberculosis Control Program.

The patients for whom we use this money benefit in a number of ways, not the least of which is receiving medical services that they may not have been able to afford. Also, we occasionally have to isolate some of our patients to keep them from exposing others. These funds allow us to provide them food and necessities during that time when they are not able to work.

AA/tnjc
Encl.

CC: Ed Kalas, Environmental & Consumer Protection Division Manager
AGREEMENT
For
FUNDING OF
INDIGENT CARE
TUBERCULOSIS CONTROL PROGRAM ACTIVITIES

1. Parties to Agreement:
   1.1. Kansas Department of Health and Environment [KDHE]
   1.2. Shawnee County Health Department [Local Agency]

2. Program: Tuberculosis Control Program

3. Duration: July 1, 2015 through June 30, 2016

4. Amount: Not to exceed $2,000.00

5. Purpose of Agreement: KDHE intends to provide funding to the Shawnee County Health Department for the purpose of financing expenses related to the Local Agency’s Tuberculosis Control Program so as to enable the Local Agency to provide expanded TB services for people receiving TB diagnostics, evaluation and treatment for Public Health purposes. TB related services for diagnosis and/or treatment may include chest x-rays, laboratory tests, nursing care and assessments, office visits to primary care providers for evaluation and/or follow-up, and visits for directly observed therapy (DOT).

Terms and Conditions

6. This Agreement shall become effective as of July 1, 2015, and shall continue through June 30, 2016.

7. The provisions found in Appendix A, (Contractual Provisions Attachment [Form DA-146a]) and Appendix B, (Whistleblower and Debarment Certification) are hereby incorporated in this Agreement and made a part hereof. Such provisions shall take precedence over any contrary provisions of this Agreement.

8. The provisions, conditions, and terms of this Agreement shall include all of the terms and conditions of any attachment specifically referenced herein.

9. This Agreement, including attachments, may be modified as necessary, provided that such modifications are in writing and executed with the same formality as this Agreement.

10. KDHE shall reimburse Local Agency its actual expenditures not to exceed Two Thousand Dollars ($2,000.00) for the term of this Agreement upon receipt and approval of quarterly affidavits of expenditure. Payments pursuant to this Agreement are contingent upon appropriation of funds.

11. Local Agency shall:
   11.1. Provide expanded TB services for people receiving TB diagnostics, evaluation and treatment for Public Health purposes. TB related services for diagnosis and/or treatment may include chest x-rays,
laboratory tests, nursing care and assessments, office visits to primary care providers for evaluation and/or follow-up, and visits for directly observed therapy (DOT).

11.2. Ensure TB Nurses actively participate in Cohort Review.

11.3. Submit TB Medication orders to the state TB Program at least every two weeks.

11.4. Enter into agreements for laboratory and radiology services at discounted rates not more than 10% over current Medicaid reimbursement rates unless the services are provided directly by the Local Agency. These discounted rates shall be presented to the KDHE within 30 days of the signing of this Agreement for approval.

11.5. Not subcontract any work under the Agreement without the express, written approval of KDHE prior to the entering into said subcontracts. Local Agency shall be totally responsible for all actions and work performed by its subcontractor(s). All terms, conditions, and requirements of this Agreement shall apply without qualification to each subcontractor of Local Agency.

11.6. Establish and maintain an accounting system that conforms to generally accepted accounting principals for recording and reporting receipts, obligations, and disbursements of Agreement funds including income derived from said funds.

11.7. Maintain payroll records supported by time and attendance records for individual employees. Salaries and wages of employees chargeable to more than one program or cost objective shall be supported by time, distribution and attendance records.

11.8. Obtain an audit in accordance with the Federal Single Audit Act of 1984 and OMB Circular No. A-128, Audits of State and Local Governments, or OMB Circular No. A-133, Audits of Institutions of Higher Education and Other Nonprofit Institutions, and to submit one complete copy of the single agency audit report to the KDHE within 12 months after the end of the Local Agency’s fiscal year.

11.9. Ensure access, upon written request, to the Secretary of the KDHE (Secretary) or the Secretary’s designee.

11.10. Hold as confidential all personal client information obtained or received from recipients of services under this Agreement and further agrees not to disclose client information except in statistical, summary or other forms that do not identify individual clients or upon request of the Secretary, Kansas Department of Legislative Post Audit, Secretary of Health and Human Services, Comptroller General or any of their duly authorized representatives. An exception will be made upon submission of a signed release of information.

11.11. Shall not use KDHE grant funds to supplant other Local Agency funds for Tuberculosis Control.

11.12. Obtain prior written approval from the KDHE before purchasing any item of equipment from grant funds that costs in excess of $250.

11.13. Submit to the KDHE quarterly Program/Fiscal Reports, consisting of a Tuberculosis Indigent Services Agreement Reporting Form (Appendix C) and a Tuberculosis Program Progress Report (Appendix D) within 15 days after the end of each quarter (October 15, 2015, January 15, 2016, March 15, 2016 and July 15, 2016). The reports will provide fiscal data and describe services provided for the preceding quarter. An amendment to the July 15, 2016 report will be accepted within 45 days of that report (no later than August 31, 2016). Late filing of Certified Expenditure Affidavits will be subject to the following:
Days after due date | Paid at % of actual expenditure
---|---
1 - 5 days | 100%
6 - 10 days | 90%
11 - 20 days | 80%
Greater than 20 days | 50%

In the event penalties are assessed, the lost revenue shall not be distributed at a later date.

11.14. Return to KDHE within 60 days of the end of the term of this Agreement all unexpended funds.

11.15. Not charge for services rendered by employees of the State of Kansas, or employees of the Local Agency who are paid through a separate agreement or grant between the Local Agency and the KDHE.

12. Payment may be denied if required Program/Fiscal Reports are not on file for previous quarters or for the final period, or if program requirements/objectives are not met as specified in the Agreement.

13. The KDHE may cancel this Agreement if the Local Agency fails to submit quarterly reports as required.

THE PARTIES, through duly authorized representatives, assent to the terms and conditions of this Agreement and have executed it as of the date shown below.

Shawnee County Health Agency

By: 

Signature 

Name 

Title 

Date 

Kansas Department of Health and Environment

By: 

Susan Mosier, MD Secretary 

Date 

Approved as to Legality and Form: Date 5/15/15

Ashley Bigger

ASST. OD COUNSELER
Appendix A

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The 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 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. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. Termination Due To Lack Of Funding Appropriation: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State 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 State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

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 or 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 at 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 and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting State agency or the Kansas Department of Administration.

6. Acceptance Of Contract: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. Arbitration, Damages, Warranties: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. Representative's Authority To Contract: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. Responsibility For Taxes: The State of Kansas and its agencies 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 State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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 property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. The Eleventh Amendment: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
Appendix B

COMPLIANCE WITH THE
"PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS"

Congress has enacted a law, found at 41 U.S.C. 4712, that encourage employees to report fraud, waste, and abuse. This law applies to all employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, "Recipient of Funds"]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS". This program requires all grantees, their subgrantees and subcontractors to:

• Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
• Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
• Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

• Gross mismanagement of a federal contract or grant;
• A gross waste of federal funds;
• An abuse of authority relating to a federal contract or grant;
• A substantial and specific danger to public health or safety; or,
• A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

• A Member of Congress or a representative of a Congressional committee;
• An Inspector General;
• The Government Accountability Office;
• A federal employee responsible for contract or grant oversight or management at the relevant agency;
• An official from the Department of Justice, or other law enforcement agency;
• A court or grand jury; or,
• A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants contracts, subgrants, and subcontracts through January 1, 2017.

The Recipient of Funds acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies of the pilot program.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that KDHE is required to verify that the Recipient of Funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

The Recipient of Funds, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas.
TUBERCULOSIS INDIGENT SERVICES CONTRACT
QUARTERLY REPORT FORM

Reporting County: ________________________________

Report Period: ________________________________

<table>
<thead>
<tr>
<th>Service</th>
<th>Number Provided (a)</th>
<th>Per Service Charge* (b)</th>
<th>Total Charges = (a x b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provision of Directly Observed Therapy (attach &quot;DOT worksheet&quot;)</td>
<td></td>
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<tr>
<td>Provision of Initial Nursing Assessments</td>
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<tr>
<td>Provision of Follow Up Nursing Assessments</td>
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<tr>
<td>Provision of Physician Visits</td>
<td></td>
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<tr>
<td>Radiology Services (2 view – TC with Reading)</td>
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<tr>
<td>Laboratory Services (Metabolic Panel)</td>
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<td>Laboratory Services (SGOT or SGPT)</td>
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<td>Travel</td>
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<tr>
<td>Other (complete &quot;other worksheet” below)</td>
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</tbody>
</table>

**Other Worksheet**

Itemize any special charges not indicated above. These are typically special laboratory or radiology orders associated with the diagnosis and treatment of tuberculosis infection or disease.

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge*</th>
<th>Patient #</th>
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<tbody>
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</table>

Total Enter this amount above

* Charges will be reimbursed at a rate no greater than the standard Medicaid rate plus 10%.

This form accurately reflects the TB services provided in compliance with the TB Indigent Contract by the above mentioned county health department for the specified reporting period.

Signature of TB Nurse Date ________________________________

Signature of TB Nurse Date ________________________________

Signature of Administrative/Fiscal Staff Date
DOT Worksheet

If a patient is seen for multiple months during the reporting period, each month should be reported on a separate line.

<table>
<thead>
<tr>
<th>Patient Hawk #</th>
<th>Month</th>
<th># Of DOT visits outside of health department (a)</th>
<th>Charge per visit (b)</th>
<th>Total = (a x b) (Not to exceed $50 per patient per month)</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

**Total** (transfer this total amount to the DOT line on the primary reporting form)
**TUBERCULOSIS PROGRAM PROGRESS REPORT**

Reporting County:  

Report Period:  

**Goals:**  

**Objectives:**

**Progress:**

<table>
<thead>
<tr>
<th></th>
<th>Ongoing from previous report periods</th>
<th>New this report period</th>
<th>Total (Ongoing plus New this report period)</th>
<th>Completed this report period</th>
<th>Carryover (Total less Completed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active Disease</td>
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<tr>
<td>Infection on PT/PEP</td>
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<tr>
<td>Close Contact Evaluations</td>
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<tr>
<td>Other Evaluations</td>
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<tr>
<td>Outreach/Education Events</td>
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</tbody>
</table>

**Accomplishments:**

---

TB Nurse Signature  

TB Nurse Signature  

Supervisor’s Signature
May 27, 2015

TO: Board of Commissioners
    Shawnee County

FROM: John E. Knight, Director
    Parks & Recreation

RE: Solicit Bids – Lauren’s Bay Park Improvements
    Parks Division

Board of Commissioners approval is requested to solicit bids for improvements to Lauren’s Bay Park. The improvements to Lauren’s Bay Park include installation of sidewalks and park related equipment. Lauren’s Bay Park is located within Quadrant 3 of the Shawnee County Parks and Recreation Master Plan and City Council District 6.

To fund this project, staff recommends use of the Parkland Acquisition and Development Fee Fund. The Parkland Acquisition and Development Fee is a fee that is charged when building permits are applied for through the City of Topeka. These fees are based on a sliding scale and also on the City Council District (District) health as it relates to acres of parkland. Districts with higher numbers of total parkland have a lower fee than Districts with fewer acres of parks. Fees collected in a given District must be spent in that District and must go to the acquisition of new parks or the development of an unused area of an existing park for park amenities including but not limited to sidewalks, trash receptacles, trees, signage, rubber safety surface, swings and other related items. The funds cannot be used for ongoing maintenance of an existing park.

City Council District 6 currently has a balance of $81,395. The funds in this district must be spent on a park located within the district boundaries. Lauren’s Bay Park is one of the few parks in district 6 and is in need of further development. The Parkland Acquisition and Development Fee is a City of Topeka fee. The funds are transferred annually from the City of Topeka to Shawnee County and held to be used in the appropriate district for a proper use upon Board of County Commissioners discretion. Partnerships like this follow the Master Plan, “To develop or improve partnerships with the City of Topeka, schools, libraries and rural communities”.

JEK/lrk
TB
May 26, 2015

TO: Board of Commissioners  
Shawnee County

FROM: John E. Knight, Director  
Parks & Recreation

RE: Agreement – Washburn University, Kansas Career Work Study Program

Board of Commissioners approval is requested on the attached Agreement between Washburn University and Shawnee County. This agreement outlines the partnership with Washburn University which benefits both the University and Parks & Recreation by giving students opportunities in the work force and saving the Shawnee County budgeted funds.

The attached Agreement continues our participation in this program. Parks & Recreation will employ Washburn students to work at the community centers or as camp counselors. At the completion of the employee’s work assignment, Shawnee County will submit a payroll reimbursement form to Washburn University for 50% of the student’s gross salary. On May 29, 2014 the Board of Commissioners initially approved this agreement with Washburn University, Kansas Career Work Study Program. In 2014, this program provided Shawnee County with personnel services valued at $1,535.68 and was reimbursed $767.84 by the Washburn University, Kansas Career Work Study Program.

Partnerships like this follow the Master Plan, “To develop or improve partnerships with the City of Topeka, schools, libraries and rural communities”. There is a need for these services and sufficient funding in the Parks & Recreation Budget for this request.

JEK/gcl  
RL  
Attachment
WASHBURN UNIVERSITY
Kansas Career Work Study Program Agreement

This Agreement is made and entered into by and between Washburn University, 1700 SW College, hereinafter referred to as the “Washburn” and ___Shawnee County Parks and Recreation__________ herein after referred to as the “Employer”, to memorialize the agreement of the parties for Employer’s participation in the Kansas Career Work Study Program.

In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Term

The term of this Agreement shall commence on __July 1, 2015__________, and end on or before ___June 30, 2016__________. This Agreement shall not automatically renew.

2. Employment of Students

a. Employer agrees and covenants it shall employ Washburn students designated by Washburn as eligible to participate in the state of Kansas Career Work Study Program “KCWSW.”.

b. Schedules A, when signed by the duly authorized representatives of the parties will set forth:

   • Brief description of the work to be performed by the student(s);
   • The hourly rates of pay; and,
   • The average number of hours per week the student(s) will work.

c. Employer shall have all the rights and obligations of an employer which include, but are not limited to:

   • the right to control and direct the services of the student(s);
   • the right to determine the result to be accomplished and the means by which the results shall be achieved;
   • the right to terminate the employment of the student(s) in Employer’s sole discretion;
   • maintain records required under federal and/or state law
   • bear the costs of any employee benefits, including but not limited to, workers compensation, unemployment, federal and/or state withholdings and other benefits or under other applicable laws.
• To pay directly to students their total compensation less applicable deductions under state law at least once per month at a rate of pay not less than the federal minimum wage; and,
• To comply with federal and state laws regarding non-discrimination in employment, including but not limited to: the Kansas Acts Against Discrimination, K.S.A. 44–1001 et seq., Title VII of the Civil rights Act of 1964, 42. USC 200e; the Americans with Disabilities Act, 42 USC 12101; and, Title IX of the Educational Amendments of 1972 20 USC 1681 et seq.

3. Washburn

a. Washburn agrees and covenants it shall:

• Determine which of its students meet eligibility requirements for participation in KCWS;
• Refer only students who are eligible to participate in KCWS;
• Inform the Employer of the maximum hours per week a student may work;
• Reimburse Employer, within a reasonable period following disbursement of Employer’s payroll, to the extent of fifty percent (50%) of the gross wages, excluding fringe benefits, paid to eligible student employed under this Agreement

b. Transportation for students to and from their work assignments will not be provided by Washburn.

4. REIMBURSEMENT AND PAYROLL RECORDS

a. Employer agrees to provide Washburn within seven (7) days at the end of each pay period, for each such period. The following information for each student employed, signed by Employer and each student:

• Student name and social security number;
• Number of hours worked
• Hourly rate of pay;
• Total wages paid, excluding benefits, for the period;

b. Employer shall maintain, for a period of five (5) years, the payroll records for each student further, Employer agrees to make available, upon request of Washburn and/or the state of Kansas, its payroll and time records for audit purposes.

c. Employer shall submit photocopies of the student’s W-2 forms to Washburn by February 15th, following the end of the previous calendar year ending December 31.
Notwithstanding any other provision of this Agreement, the institution shall have the right to terminate this agreement by giving the private employer a 30-day notice of the termination of this agreement. The termination of this agreement pursuant to this paragraph shall not cause any penalty to be charged to the institution.

FOR THE INSTITUTION

Vice President for Administration & Treasurer

Designee for
Washburn University Student Financial Aid Office

FOR THE AGENCY

(Name of Business)

(Signature of Supervisor)

CONTACT INFORMATION

(Name of supervisor/contact person) (Phone Number)

(Name of Business)

(Address)

(City) (State) (Zip)

(Email Address)

Approved as to Legality and Form: Date 5-20-15

ASST. CO. COUNSELOR
Job Descriptions – Schedule A

Camp Counselor:
- Daily supervision of a group of children, ages 6-12.
- Planning and programming of activities for campers.
- Responsible for the safety of children at all times.
- Daily communication with parents/guardians, as needed.

Rate of Pay = $8-8.50 per hour, depending on level of experience
Average number of hours per week: 35-45 depending on the camp program.

Recreation Aide:
- Customer service with patrons
- Facilitating registrations via phone and in person
- General cleaning duties
- Assisting with classes and activities
- Setting up equipment for programs and activities

Rate of Pay = $8-8.50 per hour, depending on level of experience
Average number of hours per week: 15-20
May 27, 2015

TO: Board of Commissioners
    Shawnee County

FROM: John E. Knight, Director
       Parks & Recreation

RE: Agreement – Paws in the Park
    Recreation Division

Board of Commissioners approval is requested on the attached Agreement between Helping Hands Humane Society (HHHS) and Shawnee County. This Agreement identifies the responsibilities of HHHS and Shawnee County for the operation of the Paws in the Park.

The Paws in the Park event will be held on September 19, 2015 and September 17, 2016 at Corral Number 2 in Gage Park and is expected to attract spectators from surrounding counties. The event revenue in the amount of $600 will be paid by HHHS to the Shawnee County Parks & Recreation Foundation. The annual financial impact of this event is expected to be:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expense to County</td>
<td>$ 279</td>
</tr>
<tr>
<td>Revenue to County</td>
<td>$ 0</td>
</tr>
<tr>
<td>Foundation Expense</td>
<td>$ 0</td>
</tr>
<tr>
<td>Foundation Revenue</td>
<td>$ 600</td>
</tr>
<tr>
<td>Volunteer Benefits</td>
<td>$ 2,768</td>
</tr>
<tr>
<td>Economic Impact</td>
<td>$30,000</td>
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</tbody>
</table>

HHHS admits over 8,000 animals a year and the cost to compassionately care for and provide world-class medical care for this number of animals can be staggering but unavoidable. Paws in the Park is the largest annual fundraiser for HHHS and helps to raise money to support the animals that enter their doors. HHHS is proud to provide sanctuary for the lost, abandoned and unwanted animals of the NE Kansas community.

Parks & Recreation plays an important role in the development and operation of community interest events. The Shawnee County Parks & Recreation Foundation assists the department with many of these special programs and events. Many of these community interest events are enhanced with the Foundation and General Fund working together. The Shawnee County Parks and Recreation Department and the Shawnee County Parks & Recreation Foundation seek to develop and continue partnerships with community organizations and foundations to deliver quality services and events to residents. The partnership with the Helping Hands Humane Society is one of the community partners that helps Shawnee County Parks and Recreation produce and share community events.

JEK/gcl
RL
Attachment
AGREEMENT FOR USE OF
SHAWNEE COUNTY PARKS AND RECREATION FACILITIES
FOR 2015-2016 HELPING HANDS HUMANE SOCIETY, INC.'S PAWS IN THE PARK

THIS AGREEMENT is made this ______ day of ________, 2015, between Helping Hands Humane Society, Inc., hereinafter referred to as “Organizer” and the Board of Commissioners of the County of Shawnee, Kansas, hereinafter referred to as the “County.”

WHEREAS, the County is the owner of Gage Park and operates the public park and facilities located therein for the recreational use by the public and patrons of the park; and,

WHEREAS, the Organizer wishes to conduct the 2015 -2016 Paws in the Park event, hereinafter referred to as “Event” at Gage Park; and,

WHEREAS, Organizer and the County wish to set out terms and conditions regarding the Event.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. PURPOSE: This is an Agreement for a special use of Shawnee County parkland and facilities for the operation of a community interest known as the Paws in the Park (the “Event”).

2. RESPONSIBILITIES OF THE ORGANIZER: the Organizer shall provide the following to the County at no cost.

   a. Publicity:
      1. Organizer shall identify Gage Park, Topeka, Kansas, and utilize the Shawnee County Parks and Recreation name and logo in all media advertising and list Shawnee County Parks and Recreation as an Event co-sponsor.
      2. Organizer shall hold the Event during the following dates and times:
         2015 Saturday September 19th 7:00am - 3:00pm
         2016 Saturday September 17th 7:00am - 3:00pm
      3. Organizer shall display sponsors’ banners at the Event site.
      4. Organizer shall provide all media campaigns and announcements.
      5. Organizer agrees to provide a copy of all advertisement to the County for approval before released to the media.

   b. Site Layout: Organizer along with the County, will establish a mutually agreed upon site layout of the area known as Gage Park and the area surrounding for placement of vehicles, tents, equipment, course, parking, and activities. The County roads and Corral Number 2 will be used for the event.
c. **Event:**
1. “Event” is defined as the 2015 and 2016 Paws in the Park, and shall include the point of admission and designated parking areas which support Organizer’s activities. “Event” also includes set-up operations through the conclusion of break down operations for the times and dates set forth in this Agreement.
2. Organizer shall produce a family-oriented Event designed to capture positive community and media attention.
3. Persons associated with the Event will not bring onto, consume or provide to anyone any controlled substance on the leased premises.
4. Organizer agrees to provide access to the Event site at no charge to Shawnee County Parks and Recreation staff involved in the administration of the contract, on-duty Parks & Recreation staff, Law Enforcement personnel, and spectators for event viewing.
5. Organizer shall provide a sufficient amount of staff for the entire operation of the Paws in the Park event.
6. Organizer shall receive written County approval prior to building any structure, which is temporary or permanent and will obtain written approval of the Director for all signage and advertisements on the premises.
7. Organizer shall provide all utility connections as needed.
8. Organizer shall check with the County and local utilities for under-ground cable lines and other possible buried utilities so as not to disrupt any utility service or cause damage to said utility.
9. Organizer shall provide booth space for vendors.

d. **Equipment:** Organizer shall furnish the following to produce the Event:
1. Site set-up and tear down
2. Public address system
3. Banners, signage
4. Electricity
5. Litter control on site
6. Tents and canopies
7. All event related material for participants/spectators/volunteers/staff

e. **Insurance:**
1. Organizer shall furnish spectator liability insurance coverage for Event patrons with combined single limit coverage of not less than Five Hundred Thousand Dollars ($500,000.00) per occurrence with the County named as an additional insured.
2. Organizer agrees to name the County, its officers and employees as additional insured on their general liability and/or event liability insurance contracts as applies to Event.
3. Organizer agrees to provide certificates of insurance to the County before the Board of Commissioners approval is granted.
f. **Indemnification:** Organizer agrees to indemnify and hold harmless the Board of Commissioners of the County of Shawnee, its officers, employees, agents, contractors, subcontractors and insurers from and against all liability, claims, or demands, on account of injury, loss, or damage, of any kind whatsoever, which arise out of or are in any manner connected with the Event, if such injury, loss, or damage is or is claimed to be caused in whole or in part by the act, omission, or other fault of Organizer, or any officer, employee, or agent of Organizer. Organizer agrees to investigate, handle, respond to, and to provide defense for any liability claims, or demands at the sole expense of Organizer, and agrees to bear any other costs and expenses related thereto, including court costs and attorneys' fees, whether such liability, claims, or demands are groundless, false, or fraudulent as it applies to the Event.

g. **Event Revenue:**
1. **“Base Fee”** - Organizer will pay the County a minimum “Base Fee” of $600 per year in 2015 and 2016.
2. **“Participation Fee”** - In addition to the minimum $600 annual “Base Fee,” if the number of participants in any year’s Event exceeds the number of participants in the 2015 Event, Organizer shall pay an additional “Participation Fee.” The “Participation Fee” shall be calculated as the percentage increase in participants over the 2015 Event multiplied by the $600 “Base Fee.” For example:
   - If, for example, there are 1000 participants in the 2015 Event = $600 is due from Organizer to County. In this example, 1000 is the baseline for number of participants for the remainder of this Agreement.
   - If, for example, in 2016, there are 1050 participants = $600 base fee + a 5% increase in participants over baseline = a total of $630 is due from Organizer to County.
3. The Base and Participation Fees shall be paid by Organizer to the County no later than two weeks after the Event is held each year. Failure to remit all Fees when due shall be grounds for termination of this Agreement.
4. Fees from participants in the event - 100% to the Organizer to be used for Event operation costs.
5. Funds produced through concession sales - 100% to the Organizer to be used for Event operation costs.
6. The County may charge Organizer additional fees if damage occurs to any property or facilities. Copies of actual bills to repair property will be provided for payment.

h. **Sales Tax & Misc. Licenses:** Organizer agrees to obtain State of Kansas Sales Tax licenses and to file the necessary tax returns for all taxable items, goods, and services sold at the Event. Any applicable Health Department permits for food vendors must be obtained by the Organizer or the food vendor.
i. **Emergency Services:** Organizer agrees to provide adequate Emergency Services as deemed necessary for the Event and size of crowd, and develop an emergency action plan in case of injury at the Event. Mutual contacts shall be utilized. Emergency plans and locations of personnel shall be in writing one (1) week prior to the Event.

j. **Pets:** Organizer agrees that all animals/pets (dogs, cats, etc.) must be on suitable restraint while in the park to guarantee public safety.

k. **Safety:** Organizer will provide adequate public safety when using extension cords which might be on the ground. These cords must handle the necessary demand of the unit, be safely grounded and must meet all local, state, and national safety standards.

l. **Rules and Regulations:** Organizer must adhere to all Parks & Recreation Resolutions, Shawnee County Resolutions, and other applicable laws of the State of Kansas.

m. **Event Boundaries:** Organizer has familiarized themselves with the site being provided by the County and agrees to conduct all of their activities within that designated site.

n. **Non-Discrimination:** The Organizer will not directly nor indirectly deny admittance to the Event to any person or persons on the basis of race, religion, color, sex, physical or mental handicap, ancestry, national origin or age.

3. **RESPONSIBILITIES OF THE COUNTY:**

a. **Department Responsibility:** Shawnee County Parks and Recreation shall be the County department responsible for the duties and activities agreed to hereinafter.

b. **Site Requirements:** The County shall reserve the area known as Gage Park's Corral Number 2 to the Organizer as the site for the 2015 - 2016 Paws in the Park. The County will provide the use of Corral Number 2 and parking areas for site set-up. The County will reserve Corral Number 2 and parking areas from 6:00 am through the conclusion of each annual Event.

c. **Trash Containers/Receptacles:** The County agrees to supply trash receptacles for the Event.

d. **Barricades:** The County agrees to provide barricades at locations decided by Organizer and County officials.

e. **Security:** The County provides park patrol between the hours of 8:00 am and 11:00 pm. (All overnight security between the hours of 11:00 pm and 8:00 am must be coordinated with Mike Cope, Park Police Chief 251-2600 ext. 2631.)
f. **Cancellation**: The County has the right to cancel or postpone the event if public safety is in jeopardy due to inclement weather (hail, winds, lightning, heavy rain) or other reasonable cause.

g. **Parking/traffic**: The County will have an area marked for event parking.

4. **TERMINATION**: This Agreement shall terminate upon the occurrence of any of the following events:
   a. Either party unilaterally terminates the Agreement upon ninety (90) days written notice for any cause whatsoever. Any such notice shall specify the date of termination.
   b. Organizer materially violates any provision of the Agreement.

5. **ASSIGNMENT**: This Agreement may be assigned by the Organizer only with prior written consent of the Department.

6. **ENTIRE AGREEMENT**: The attached Contractual Provisions Attachment is incorporated by reference and made a part of this Agreement. Together this Agreement and the Contractual Provisions Attachment represent the entire Agreement and understanding between the Organizer and the County relating to the Event. No terms, conditions, course of performance, usage of trade, understandings, or Agreements purporting to modify, supplement, or explain any provision of this Agreement shall be effective unless in writing, signed by representatives of both parties authorized to amend the Agreement.

7. **NO WAIVER**: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party’s rights hereunder. No waiver by any party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision.

8. **CONTRACTUAL RELATIONSHIP OF PARTIES**: Nothing contained in this Agreement shall be deemed or construed to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Organizer or any other party. Neither Organizer nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County.

9. **NO LIENS**: Organizer shall keep the Event site free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Organizer during the term of this Agreement or any extension or renewal thereof. Organizer may not obtain ownership of or
exclusionary rights in the Premises, improvements, or facilities regardless of any financial investment it may make in their development.

10. SEVERABILITY: The paragraphs of this Agreement are severable. In the event any paragraph or portion of the Agreement is declared illegal or unenforceable, the remainder of the Agreement shall be in effect and binding upon the parties.

11. NOTICE: Any notice with regard to this Agreement shall be sent to the following:

**COUNTY**
Shawnee County Parks and Recreation
John E. Knight, Director
3137 SE 29th
Topeka, Kansas 66605

**ORGANIZER**
Helping Hands Humane Society, Inc.
5720 SW 21st Street
Topeka, KS 66604

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

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

Kevin J. Cook, Chair

**ATTEST:**

Cynthia A. Beck, County Clerk

Approved as to Legality
and Form: Date: 8/1/12

[Signature]

Kevin J. Cook, Chair
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 HEREOF 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 counties. 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. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such 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. 44-1021 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, to 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 these 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. ABORTION, 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 Surety 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:

Justin Brokar- Helping Hands Humane Society

2/12/2015

Date:

BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS

Kevin J. Cook, Chair

Date:

ATTEST:

Cynthia A. Beck, Shawnee County Clerk
TO: Board of Commissioners  
Shawnee County  
FROM: John E. Knight, Director  
Parks & Recreation  
RE: Upcoming Events – June 2015  

Board of Commissioners recognition is requested for the upcoming major community-wide events for the month of June. Parks & Recreation plays an important role in the development and operation of community interest events. To produce these events Parks & Recreation seeks to develop and continue partnerships with community organizations and foundations to deliver quality services and events to residents.

**Free Evening Concerts in the Park in June:**  
**Gage Park Amphitheatre, 7pm**  
Topeka Jazz Workshop, June 7  
Santa Fe Band, June 14  
Topeka Blues Society, June 17  
Marshall’s Civic Band, June 21  
Topeka Jazz Workshop, June 28  

**Garfield Park Gazebo, 7:30pm**  
North Topeka Band, June 1  
35th Division Band, June 15  
North Topeka Band, June 29  

**Capitol City Food Truck Festival, June 12, 6pm-10pm & June 13, 11am-9pm, Gage Park**  
This is a new event to Topeka. Trucks with a variety of dining options will be lined up at Gage Park for the public to enjoy. Enjoy the great outdoors with a trip to the zoo after grabbing a bite to eat, or stick around and enjoy the live music provided by Country Legends 106.9. For more information go to Visit Topeka’s website [www.visittopeka.com](http://www.visittopeka.com).  

**Juneteenth Celebration, June 13 & 14, 8am-8pm, Hillcrest Community Center**  
A community celebration recognizing National Juneteenth Day. Games, music, entertainment, car show, food, youth activities, and much more. Free to the community. Event is supported by local business and community groups.  

**35th Annual Topeka Tinman Triathlon, June 20, Lake Shawnee**  
2015 will marks the 35th year of the Topeka Tinman Triathlon, one of the longest running and historically, most popular event in the Topeka and Kansas City area. The event features long and short course triathlon which includes a swim, bike, and run competition.
**Wheatstock 11, June 20, 10am-9pm, Old Prairie Town**
Old Prairie Town is proud to host the 11th Annual Wheatstock Concert featuring acoustic and bluegrass music. Bring your lawn chairs and enjoy the beautiful Old Prairie Town setting, while listening to some great music! Food vendors will be selling food. Enter at 1st Street & Clay gate. This is a family friendly event and children are welcome! Event is free, but donations are welcome.

**National Go Skateboarding Day Celebration, June 21, Noon-4pm, Oakland Billard Park - Mouse Trap Skate Park**
National Go Skateboarding Day is always held on June 21, tagged for the longest day of the summer for kids to leave the TV/Computer/Video games and get outdoors. Oakland Billard Park and some local vendors will be partnering to promote National Go Skateboarding Day with a Jam Session (open contest) to raise funds for future events and repairs at the skate park. Public is welcome to watch the Jam Session, enjoy hotdogs, music, and the park. Swim fees at the Oakland Pool will be $1 that day. Registration and parent consent is required for Jam Session.

**Deb Flint Memorial Walk, June 27, Lake Shawnee**
5th Annual Memorial Walk in memory of Deb Flint. All proceeds will benefit the Ted Ensley Gardens Foundation Endowment Fund and the Deb Flint Memorial Scholarship Fund.

JEK/gcl
RL
MEMORANDUM

TO:        Board of Shawnee County Commissioners
FROM:      Richard V. Eckert, Shawnee County Counselor
DATE:      May 26, 2015
RE:        Laura V. Lopez-Aguirre et al. v. Shawnee County Board of Commissioners, et al.; Case No. 12-CV-2752;

Please place this item on the Monday, June 1, 2015 Commission agenda.

The Plaintiff's have agreed to settle this matter with Shawnee County for the sum of $500,000. The attached Settlement Agreement and Release contains all of the relevant information. In order for the agreement to be final it must be approved by the Board of County Commissioners.

While the County denies negligence, this settlement reflects the costs of the defense as well as the risk of an adverse judgment.

I would be happy to answer any further questions you may have.
RELEASE AND SETTLEMENT AGREEMENT

I. THE PARTIES

This Release and Settlement Agreement ("Agreement") is made and entered into among the following, hereinafter referred to as "the Parties":

A. Hereinafter collectively referred to as "Claimant":
   1. Laura Veronica Lopez-Aguirre, individually,
   2. Laura Veronica Lopez-Aguirre, as Administrator of the Estate of Julio Ceaser Aguirre, deceased,
   3. Emanuel Aguirre, a minor, by his mother, natural guardian and next friend, Laura Veronica Lopez-Aguirre,
   4. Elizabeth Aguirre, a minor, by her mother, natural guardian and next friend, Laura Veronica Lopez-Aguirre, and
   5. Their respective heirs, executors, administrators, personal representatives, successors and assigns.

B. Hereinafter collectively referred to as the "Shawnee County Defendants":
   1. Board of County Commissioners of the County of Shawnee, Kansas;
   2. Kevin Horn,
   3. Lacie Wiggins,
   4. Jackie Doud,
   5. Steven Unruh,
   6. Joseph Schuetz,
   7. Matthew Barnhill,
   8. David Coleman,
   9. Jeff Brewer,
   10. Ben Weber,
   11. Richard C. Kline, and
   12. Any employee of the Board of County Commissioners of the County of Shawnee, Kansas and/or the Shawnee County Adult Detention Center.

II. RECITALS

A. Julio Ceaser Aguirre ("Mr. Aguirre") died on or about December 12, 2010, after having been detained in the Shawnee County Adult Detention Center from December 3-10, 2010. Claimant claims that Mr. Aguirre sustained physical injuries and died as a result of the alleged conduct of the Shawnee County Defendants (the "Incident"). In connection with the Incident, the Claimant has asserted a claim against the Shawnee County Defendants based upon tort or tort-type claims.

B. The Parties desire to enter into this Agreement to provide, among other things, consideration for full settlement and discharge of all claims and actions of the Claimant for damages which allegedly arose out of or due to the Incident, on the terms and conditions set forth in this Agreement.
NOW, THEREFORE, the Parties agree as follows:

III. RELEASE

A. Release and Discharge. In consideration of the payment referred to in Paragraph IV, the Claimant hereby completely releases and forever discharges the Shawnee County Defendants, and any and all other persons, firms, or corporations from any and all past, present, or future claims, demands, actions damages, costs, expenses, loss of services, and causes of action of any kind or character, whether based on tort, contract, or other theory of recovery, whether known or unknown, including any and all claims for loss of marital services and consortium which have arisen in the past or which may arise in the future, whether directly or indirectly, caused by, connected with or resulting from the Incident. This release and discharge shall be a fully binding and complete settlement among all Parties to this Agreement, and their heirs, assigns, and successors.

The Claimant acknowledges and agrees that this release and discharge is a general release. The Claimant expressly waives and assumes the risk of any and all claims for damages and expenses which currently exist, but of which the Claimant does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Claimant's decision to enter into this Agreement. The Claimant further agrees that the Claimant has accepted the considerations set forth in Paragraph IV as a complete compromise of matters involving disputed issues of law and fact. The Claimant assumes the risk that the facts or law may be other than the Claimant believes. It is understood and agreed to by the Parties that this settlement is a compromise of a doubtful and disputed claim, and the payments made hereunder are not to be construed as an admission of liability on the part of the Shawnee County Defendants, by whom liability is expressly denied.

B. Injuries Known and Unknown. The Claimant acknowledges that the consideration received under this Agreement is intended to and does release and discharge the Shawnee County Defendants of and from any claims for, or consequences arising from, the injuries which allegedly arose from the Incident; and the Claimant hereby waives any rights to assert in the future any claims not now known or suspected even though, if such claims were known, such knowledge would materially affect the terms of this Agreement.

C. Parties Released. This release and discharge shall also apply to the Shawnee County Defendants and their past, present, and future officers, directors, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, reinsurers, partners, predecessors and successors in interest, heirs, executors, personal representatives, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

IV. PAYMENTS TO CLAIMANT

In consideration of the release set forth above and Plaintiff's payment of any and all subrogation claims or Medicare, Medicaid liens, conditional payments or any other liens, the
Shawnee County Defendants shall cause FIVE HUNDRED THOUSAND Dollars ($500,000.00) to be paid to Wagstaff & Cartmell LLP, Claimant's counsel.

V. **Indemnification and Hold Harmless**

Claimant expressly acknowledges her independent legal obligation to satisfy any valid lien, claim, or interest that any third party may have in the proceeds of this settlement, which Claimant agrees is the sole and separate obligation of Claimant. Claimant agrees: (1) to assume all responsibility to timely satisfy any lien, claim, or interest that any third party may have in the proceeds of this settlement; and (2) that they will forthwith satisfy any such lien, claim, or interest without further action from the Shawnee County Defendants.

Claimant expressly acknowledges that she has an independent legal obligation to satisfy any Medicare or Medicaid lien, claim, or interest which the Claimant agrees is the sole and separate obligation of the Claimant.

Claimant further hereby covenants to defend, indemnify, and hold harmless the Shawnee County Defendants from and against all private causes of action or lien and subrogation claims, and against any other rights, claims, or interests of third parties, including all costs and attorney's fees incurred in the defense of such claims. The Shawnee County Defendants retain the right to monitor the defense of any such claim or action, or to request proof of satisfaction and discharge of all rights, claims, or interests of third parties.

VI. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the Claimant and the Shawnee County Defendants with regard to the matters set forth in it. There are no other understandings or agreements, verbal or otherwise, in relation to the Agreement, between the Parties except as expressly set forth in it.

VII. **READING OF AGREEMENT**

In entering into this Agreement, the Claimant represents that the Claimant has completely read all of its terms and that such terms are fully understood and voluntarily accepted by the Claimant. The Claimant has been represented by counsel of the Claimant's choice.

VIII. **FUTURE COOPERATION**

All Parties agree to cooperate fully, to execute any and all supplementary documents, and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement which are not inconsistent with its terms.
IX. DRAFTING OF DOCUMENT AND RELIANCE BY CLAIMANT

This Agreement has been negotiated by the respective Parties through counsel. The Parties to this Agreement contemplate and intend that all payments set forth in Section IV constitute damages received on account of personal injuries or sickness, arising from the Incident, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. However, the Claimant warrants, represents, and agrees that the Claimant is not relying on the advice of the Shawnee County Defendants or anyone associated with them, including their attorneys, as to the legal and income tax or other consequences of any kind arising out of this Agreement. Accordingly, the Claimant hereby releases and holds harmless the Shawnee County Defendants, and any and all counsel or consultants for the Shawnee County Defendants from any claim, cause of action, or other rights of any kind which the Claimant may assert because the legal, income tax or other consequences of this Agreement are other than those anticipated by the Claimant.

The Parties signing this Agreement warrant and represent that no promise, inducement or agreement not expressed in this Agreement has been made to them; that this Agreement constitutes the entire agreement between the Parties; and that the terms of this Agreement are contractual and not mere recitals.

The Claimant represents and agrees that the Claimant has read the Agreement and fully understands it, and has been advised by counsel of the Claimant's own choosing as to the propriety and legal effect of executing it, and neither the Agreement nor the compromise and settlement recited in it were induced by fraud, coercion, compulsion or mistake, nor is this Agreement or the compromise and settlement made in reliance upon any statement or representation of any of the Parties released by this Agreement, or their representatives, agents or attorneys.

X. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

The Claimant represents and warrants that, with the exception of contingency fee contracts and any agreements which may exist between the Claimant and Claimant's counsel relative to the reimbursement of litigation expenses, no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, and that the Claimant has the sole right and exclusive authority to execute this Agreement and receive the sums specified in it and that the Claimant has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement.

XI. COURT APPROVAL

The Parties agree that the counsel for the Claimant will file motions and pleadings for all necessary court approvals, that all such motions, pleadings and orders shall be in a form satisfactory to all Parties, and that this Agreement will not be effective until such approvals have been obtained.
XII. CONTROLLING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the State of Kansas.

Laura Veronica Lopez-Aguirre, individually and as mother, natural guardian and next friend, of the minor children Emanuel Aguirre, and Elizabeth Aguirre

Laura Veronica Lopez-Aguirre, as Administrator of the Estate of Julio Caesar Aguirre, deceased

Authorized Representative for the Shawnee County Defendants

Dated: 5/19/15

T.J. Preuss, Counsel for Claimant

Dated: 5/19/15

David Cooper, Counsel for Board of County Commissioners of the County of Shawnee, Kansas, and Richard C. Kline

Dated: 5/21/2015

Lisa Brown, Counsel for Kevin Horn, Lacie Wiggins, Jackie Doud, Steven Unruh, Joseph Schuetz, Matthew Barnhill, David Coleman, Jeff Brewer, Ben Weber

Dated: 5/21/2015