I. PROCLAMATIONS/PRESENTATIONS

1. Presentation – Shawnee County Parks & Recreation Revenue Revolving Fund Golf Division.

II. UNFINISHED BUSINESS

III. CONSENT AGENDA

1. Consider approval of a Deed-Quitclaim from Leroy & Carol Dick for 1/12 interest in Lots 24, 26 & 28 in the City of Willard as necessary for the construction of the NW Carlson Road Bridge over the Kansas River for the amount of $615.00—Public Works.

2. Consider approval of a Deed-Quitclaim from Bruce & Kimberly Dick for 1/48 interest in Lots 24, 26 & 28 in the City of Willard as necessary for the construction of the NW Carlson Road Bridge over the Kansas River for the amount of $155.00—Public Works.

3. Consider approval of a Deed-Quitclaim from Jana & Jerry Lutz for 1/48 interest in Lots 24, 26 & 28 in the City of Willard as necessary for the construction of the NW Carlson Road Bridge over the Kansas River for the amount of $155.00—Public Works.

4. Acknowledge receipt of communication from Cox Communications regarding channel changes effective November 18, 2015—County Clerk.

5. Consider payment of invoices from the Diversion Fund account in a total amount of $3,355.22—District Attorney.

6. Acknowledge receipt of correspondence of an Agreement between the Sheriff’s Office and Organized Crime Drug Enforcement Task Forces (OCDETF) for FY 2016, to reimburse the Sheriff’s Office for overtime work on OCDETF activity from October 1, 2015 through September 30, 2016—Sheriff’s Office.

7. Acknowledge receipt of Summons in Case No. 2015CV898 Ventures Trust 2013-I-H-R by MCM Capital Partners, LLC vs. Shawnee County Refuse Department et. al; Case No. 2015CV888 Federal National Mortgage Association (FNMA) vs. Board of County Commissioners of Shawnee County, Kansas et. al.—County Clerk.

8. Consider appointment to the County Health Insurance Committee of Becky Nioce as a Representative for Unclassified employees and Tanya Biswell as a Representative for Classified employees—Human Resources.

IV. NEW BUSINESS

A. COUNTY CLERK – Cynthia Beck

1. Consider all voucher payments.

2. Consider correction orders.

B. INFORMATION TECHNOLOGY—Pat Oblander

1. Consider approval of request for out-of-state travel for one staff member to attend a two day event by EMC data storage systems at a cost not to exceed $600.00 for airfare only, all other expenses for the event are paid for by EMC.
C. PARKS AND RECREATION—John Knight


2. Consider authorization and execution of Contract C398-2015 with FIS Government Solutions for child care benefits distribution services for automatic payments from approved participants in the Kansas Department for Children and Families (DCF) childcare program for enrollment in and use of the Sports Craze summer camp and before and after school programs held at the Oakland Community Center.

V. ADMINISTRATIVE COMMUNICATIONS

VI. EXECUTIVE SESSIONS
October 14, 2015

TO: Board of Commissioners
Shawnee County

FROM: John E. Knight, Director
Parks + Recreation

RE: Presentation – Shawnee County Parks & Recreation Revenue Revolving Fund
Golf Division

Board of Commissioners recognition is requested for a presentation by the Golf Division of the October report regarding the Shawnee County Parks + Recreation Revenue Revolving Fund. This report will demonstrate a Master Plan success for the department.

On December 23, 2014, the Board of County Commissions adopted Home Rule Resolution No. 2014-7. After consultation with the Audit-Finance Department, the development and use of a Revenue Revolving Fund was established. As a pilot program, the operations of the Lake Shawnee and Cypress Ridge Golf Courses were placed into this fund. The fees collected from these facilities are used to pay the operational expenses of the courses. In the future, should this pilot program prove beneficial, other major programs and facilities may be added to the Revenue Revolving Fund. The Revolving Fund is dedicated to the paying of operational costs for specific programs/facilities within this fund. The Fund is replenished on an ongoing basis from fees collected by the department from the users of these programs/facilities. The creation of this fund will foster an atmosphere whereby the entrepreneurial spirit of staff directly involved with these operations will be maximized. There will be a clear motivation for staff to frugally spend funds obtained and to aggressively pursue revenue options as the funds will remain within the specific operations. This fund and the operation of these programs/facilities will continue to function under the policies and procedures established by the Board of Commissioners.

As indicated in this presentation, the number of rain dates at our golf courses this year was higher than normal. Even with excessive rain dates revenues exceed expenses by $137,573.21 as of October 3, 2015. The rain created many challenges throughout the year. Specifically, Cypress Ridge Golf Course lost an estimated $59,000 in revenue due to the lack of cart paths on the back nine (9) holes which closed half of the course on high rainfall days.

Finishing the year, we anticipate a positive balance remaining in the revenue revolving fund for Lake Shawnee and Cypress Ridge Golf Courses. The remaining balance in the revenue revolving fund at year end will be used to cover the January-March 2016 expenses for the two courses.

JEK/Irk
KG

parks.snco.us
Meet you there!

Recreation

+ Parks

Shawnee County
Recreation
Park +
Shawnee County

October Report
Revenue Revolving Fund
2015 Parks + Recreation
Home Rule Resolution No. 2014-7
Shawnee County Parks and Recreation Revenue Revolving Fund

Use of Fund: Except as authorized by the Board of County Commissioners, all moneys credited to the Fund shall be used for park and recreation purposes. All expenditures shall only be for the purposes stated in this Resolution and shall only be made in accordance with budget appropriations and the Shawnee County purchasing resolution.

Source of Fund: This is a dedicated fund that is replenished on an ongoing basis from various funding sources such as grants, sponsorships, advertising, program user fees and rental fees within the parks and recreation system. The Fund shall be supported by fees collected by the Shawnee County Parks and Recreation Department and kept separate from the tax General Fund.

Approved by Shawnee County Commissioners 12-23-2014
Rounds Played

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015*</th>
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<tbody>
<tr>
<td>Lake</td>
<td>42270</td>
<td>36700</td>
<td>35390</td>
<td>31519</td>
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<tr>
<td>Cypress</td>
<td>23164</td>
<td>27389</td>
<td>28821</td>
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<tr>
<td>Total</td>
<td>65434</td>
<td>64089</td>
<td>64211</td>
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*2015 Rounds Played as of 9/30/15
Days with Precipitation

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<tr>
<th></th>
<th>May</th>
<th>June</th>
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<td>2012</td>
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<td>2015</td>
<td>21</td>
<td>15</td>
<td>18</td>
<td>9</td>
<td>10</td>
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Numbers include days with any amount of precipitation according to www.usclimatedata.com
Lake Shawnee & Cypress Ridge – Combined Revenue

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<tbody>
<tr>
<td>2015</td>
<td>$59,289</td>
<td>$55,505</td>
<td>$132,988</td>
<td>$143,230</td>
<td>$154,150</td>
<td>$161,123</td>
<td>$146,384</td>
<td>$159,145</td>
<td>$140,111</td>
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<td></td>
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</table>
Annual Pass Revenue (Jan. 1 – Sept. 30)

Lake Shawnee | Cypress Ridge | Total
---|---|---
2012 | $89,819 | $39,759 | $129,578
2013 | $98,125 | $68,340 | $166,465
2014 | $97,193 | $66,480 | $163,673
2015 | $127,185 | $93,756 | $220,941
### Revenue & Expense (Monthly)

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<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>$49,500</td>
<td>$116,643</td>
<td>$224,878</td>
<td>$349,456</td>
<td>$515,008</td>
<td>$670,134</td>
<td>$840,423</td>
<td>$981,365</td>
<td>$1,109,145</td>
<td>$1,148,323</td>
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<tr>
<td>Expenses</td>
<td>$101,017</td>
<td>$144,336</td>
<td>$242,165</td>
<td>$355,276</td>
<td>$488,391</td>
<td>$598,010</td>
<td>$742,817</td>
<td>$883,420</td>
<td>$1,006,792</td>
<td>$1,010,750</td>
</tr>
<tr>
<td>Net +/-</td>
<td>-$51,517</td>
<td>-$27,693</td>
<td>-$17,287</td>
<td>-$5,820</td>
<td>$26,617</td>
<td>$72,124</td>
<td>$97,606</td>
<td>$97,945</td>
<td>$102,353</td>
<td>$137,573</td>
</tr>
</tbody>
</table>
Revenue & Expenses (as of Oct. 3rd)

<table>
<thead>
<tr>
<th></th>
<th>Lake Shawnee</th>
<th>Cypress Ridge</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenues</td>
<td>$660,100.84</td>
<td>$488,221.98</td>
<td>$1,148,322.82</td>
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<tr>
<td>Expenses</td>
<td>$504,796.01</td>
<td>$505,953.60</td>
<td>$1,010,749.61</td>
</tr>
<tr>
<td>Net +/-</td>
<td>$155,304.83</td>
<td>-$17,731.62</td>
<td>$137,573.21</td>
</tr>
</tbody>
</table>
Date: October 13, 2015

To: Board of County Commissioners for CONSENT AGENDA

From: Thomas F. Flanagan, P.E. Deputy Director of Public Works

Re: Deed - Quitclaim, Lots 24, 26, & 28 City of Willard NW Carlson Road over the Kansas River / BSN 130 Project No. S-1210150.00

Public Works has reached agreement with the property owner listed below for a Deed - Quitclaim for Lots 24, 26 & 28 in the City of Willard Kansas as is necessary for the construction of the NW Carlson road Bridge over the Kansas River.

Public Works requests authorization to pay the settlement amount listed below.

<table>
<thead>
<tr>
<th>Owner</th>
<th>Item</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leroy &amp; Carol Dick</td>
<td>Deed-Quitclaim for 1/12 interest in Lots 24, 26 &amp; 28</td>
<td>$615.00</td>
</tr>
</tbody>
</table>

Funding for this requested expenditure will come from the 2004 Countywide ½ cent Sales Tax (GL 32BP000 / JL 395002130). No detrimental budgetary implications are anticipated as a result of the approval of this request.

attachment
DOCUMENT TYPE:

DEED - QUITCLAIM

BY & BETWEEN:

Leroy and Carol Dick (Husband & Wife)
STATE OF KANSAS       

COUNTY OF SHAWNEE—

BE IT REMEMBERED, that on this 6th day of Oct, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Leroy Dick and Carol Dick, husband and wife, who are personally known to me to be the same persons who executed the above deed, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the day and year last above written.

TAMARA HOWLAND
Notary Public

My Commission Expires: 7-16-18
Date: October 13, 2015

To: Board of County Commissioners for CONSENT AGENDA

From: Thomas F. Flanagan, P.E. Deputy Director of Public Works

Re: Deed – Quitclaim, Lots 24, 26, & 28 City of Willard
NW Carlson Road over the Kansas River / BSN 130
Project No. S-1210150.00

Public Works has reached agreement with the property owner listed below for a Deed – Quitclaim for Lots 24, 26 & 28 in the City of Willard Kansas as is necessary for the construction of the NW Carlson road Bridge over the Kansas River.

Public Works requests authorization to pay the settlement amount listed below.

<table>
<thead>
<tr>
<th>Owner</th>
<th>Item</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bruce &amp; Kimberly Dick</td>
<td>Deed-Quitclaim for 1/48 interest in Lots 24, 26 &amp; 28</td>
<td>$155.00</td>
</tr>
</tbody>
</table>

Funding for this requested expenditure will come from the 2004 Countywide ½ cent Sales Tax (GL 32BP000 / JL 395002130). No detrimental budgetary implications are anticipated as a result of the approval of this request.

attachment
COVER PAGE FOR RECORDING

DOCUMENT TYPE:

DEED - QUITCLAIM

BY & BETWEEN:

James Bruce and Kimberly Dick (Husband & Wife)
DEED – QUITCLAIM

MAIL TAX STATEMENT TO:

SHAWNEE COUNTY CLERK
200 E 7th Room 107
Topeka, KS 66603

THIS DEED, made this 9 day of October, 2015, between Bruce Dick and Kimberly Dick, husband and wife, of Shawnee County, in the State of Kansas, as first party, and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS, as second party:

WITNESSETH, that first party, in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does by these presents CONVEYS AND QUITCLAIMS, unto second party, their heirs and assigns, all the estate, right, title, interest, and claim which first party has in and to the following described real estate situated in the County of Shawnee and State of Kansas, to-wit:

Lots 24, 26 and 28 on Wabaunsee Street in the City of Willard, Kansas being located in the Southwest and Northwest Quarters of Section 14, Township 11 South, Range 13 East of the 6th P.M., in Shawnee County, Kansas.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever.

IN WITNESS WHEREOF, first party has executed this deed on the day and year first above written.

GRANTORS:

BRUCE DICK

KIMBERLY DICK

STATE OF KANSAS )
) ss.
COUNTY OF SHAWNEE )
BE IT REMEMBERED, that on this 9 day of October, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Bruce Dick and Kimberly Dick, husband and wife, who are personally known to me to be the same persons who executed the above deed, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the day and year last above written.

[Signature]
Notary Public

My Commission Expires: 10-18-2017
Date: October 14, 2015

To: Board of County Commissioners for CONSENT AGENDA

From: Thomas F. Flanagan, P.E., Deputy Director of Public Works

Re: Deed – Quitclaim, Lots 24, 26, & 28 City of Willard
NW Carlson Road over the Kansas River / BSN 130
Project No. S-1210150.00

Public Works has reached agreement with the property owner listed below for a Deed – Quitclaim for Lots 24, 26 & 28 in the City of Willard Kansas as is necessary for the construction of the NW Carlson road Bridge over the Kansas River.

Public Works requests authorization to pay the settlement amount listed below.

<table>
<thead>
<tr>
<th>Owner</th>
<th>Item</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jana &amp; Jerry Lutz</td>
<td>Deed-Quitclaim for 1/48 interest in Lots 24, 26 &amp; 28</td>
<td>$155.00</td>
</tr>
</tbody>
</table>

Funding for this requested expenditure will come from the 2004 Countywide ½ cent Sales Tax (GL 32BP000 / JL 395002130). No detrimental budgetary implications are anticipated as a result of the approval of this request.

attachment
DEED – QUITCLAIM

MAIL TAX STATEMENT TO:

SHAWNEE COUNTY CLERK
200 E 7th Room 107
Topeka, KS 66603

THIS DEED, made this 9th day of October, 2015, between Jana and Jerry Lutz, husband and wife, of Shawnee County, in the State of Kansas, as first party, and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SHAWNEE, KANSAS, as second party:

WITNESSETH, that first party, in consideration of the sum of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, does by these presents CONVEYS AND QUITCLAIMS, unto second party, their heirs and assigns, all the estate, right, title, interest, and claim which first party has in and to the following described real estate situated in the County of Shawnee and State of Kansas, to-wit:

Lots 24, 26 and 28 on Wabaunsee Street in the City of Willard, Kansas being located in the Southwest and Northwest Quarters of Section 14, Township 11 South, Range 13 East of the 6th P.M., in Shawnee County, Kansas.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever.

IN WITNESS WHEREOF, first party has executed this deed on the day and year first above written.

GRANTORS:

JANA LUTZ

JERRY LUTZ

STATE OF KANSAS )
) ss.
COUNTY OF SHAWNEE )
BE IT REMEMBERED, that on this ___ day of __________, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jana Lutz and Jerry Lutz, husband and wife, who are personally known to me to be the same persons who executed the above deed, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal on the day and year last above written.

NOTARY PUBLIC, State of Kansas
GINA M. NIEHUES
My Appt. Exp. 5-3-17

My Commission Expires: 5-3-17
From: Allen, Lisa (CCI-Central Region) [mailto:Lisa.Allen@cox.com] On Behalf Of Stamp, Curt (CCI-Central Region)
Sent: Tuesday, October 13, 2015 3:50 PM
Subject: Cox Communications - November Channel Changes

Dear Local Franchising Authority

The following channel changes will occur for Cox Communications and Cox Business customers.

On or after November 18th, 2015:

- Comet TV (KSAS DT) Ch. 679 will be available to Digital Starter customers and a digital receiver or Cable CARD is required to view this channel.
- Oxygen HD Ch. 2228, will be available to Digital Essential customers and an HD digital receiver or Cable CARD is required to view this channel.
- Kidz Zone Ch. 996, News Zone Ch. 997 and Sports Zone Ch. 998 will no longer be available.
- GSN HD Ch. 2074 will be available to Digital Essential customers and an HD digital receiver or Cable CARD is required to view this channel.
- Fox Sports 2 HD Ch. 2243 will be available to Digital Essential customers and an HD digital receiver or Cable CARD is required to view with channel.
- ESPN Deportes HD Ch. 2314 will be available to Latino Pak, Mix Pak and Economy TV customers and an HD digital receiver or Cable CARD is required to view with channel.
- Fox Deportes HD Ch. 2303 will be available to Latino Pak, Mix Pak and Economy TV customers and an HD digital receiver or Cable CARD is required to view with channel.
- Disney Jr. HD Ch. 2218 will be available to Variety Pak customers and an HD digital receiver or Cable CARD is required to view this channels.

Consumer-owned devices equipped with a CableCARD may require an advanced TV set top receiver or Tuning Adapter in order to receive all programming options offered by Cox Advanced TV.

We are truly grateful for the opportunity to serve your community. If you have any questions regarding these changes, please contact me at 479-717-3747.

Sincerely,

Curt Stamp
Field Vice President – Government Affairs
Cox Communications Central Region
MEMORANDUM

TO: Board of County Commissioners

FROM: Chadwick J. Taylor, District Attorney

DATE: October 14, 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. 86015 dated October 6, 2015 in the amount of $401.70

2) Correll Reporting Service for transcript fees
   a) Invoice No. 15-098 dated October 5, 2015 in the amount of $175.00

3) Independent Stationers for office supplies
   a) Invoice No. 551175 dated August 26, 2015 in the amount of $121.70
   b) Credit Memo No. CM-00026310 dated October 9, 2015, in the amount of -$109.96
   c) Invoice No. 564218 dated October 12, 2015 in the amount of $407.35

4) JayHawk File Express for monthly pick-up and shredding of confidential documents and media, WebFile Express Subscription, and storage, under Contract C61-2015 [BCC Approved Contract on February 12, 2015]
   a) Invoice No. 116963 dated September 30, 2015 in the amount of $464.12
   b) Invoice No. 116922 dated September 30, 2015 in the amount of $159.63
   c) Invoice No. N670158 dated October 1, 2015 in the amount of $270.00

5) Shepard, April for transcript fees
   a) Invoice dated October 5, 2015 in the amount of $24.50

6) Staples for office supplies
   a) Invoice No. 3279522519 dated October 1, 2015 in the amount of $3.79

7) Verizon Wireless for telephone and data charges for September 2015 [Approved by the BCC on 10/9/14 – Contract #C361-2014]
   a) Invoice No. 9753199042 dated October 1, 2015 in the amount of $1,412.89

8) Woodward, Tracy for transcript fees
   a) Invoice No. 1013 dated October 13, 2015 in the amount of $24.50

The District Attorney's Office hereby requests placement on the consent agenda for consideration of the above itemized invoices, in the total amount of $3,355.22, to be paid from the Diversion Fund account.
# Invoice

## Details

**Company:** Clayton Paper and Distribution  
**Address:** 1302 S. 58th Street, ST. JOSEPH, MO 64507  
**Website:** www.claytonpaper.com

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

**Ship To:**  
**Address:** DISTRICT ATTORNEY'S OFFICE, 200 SE 7TH, TOPEKA KS 66603

## Invoice Information

- **Invoice #:** 086015  
- **Invoice Date:** 10/06/2015  
- **Shipped Date:** 10/05/15  
- **Purchase Order #:** 086015  
- **Customer PO #:**  
- **Terms:** NET 30 DAYS

## Line Items

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<th>Qnty Ship</th>
<th>Qnty B/C</th>
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<th>Description</th>
<th>UOM</th>
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<td>Cb</td>
<td>30.90</td>
<td>$247.20</td>
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<td>Cb</td>
<td>30.90</td>
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## Subtotal and Taxes

- **Sub Total:** $401.70  
- **Taxable:** $0.00  
- **Sub Total:** $401.70

## Terms and Conditions

- **UPCOMING CLOSINGS:**  
  - NOV 26TH & 27TH - THANKSGIVING  
  - NOV 30TH - DEC 2ND - PHYSICAL INVENTORY

- **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.

- **Merchantize:** 401.70  
- **Freight:** 0.00  
- **Misc Charges:** 0.00  
- **Sub Total:** 401.70  
- **Taxable:** 0.00  
- **Tax (TSE):** 0.00  
- **Total:** $401.70

---

**Signature Proof of Delivery:**  
10/05/15 13:03

**Customer Copy**  
Pay By 11/05/2015  
**Writer:** AO
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 #:

<table>
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<tr>
<th>Item Number</th>
<th>Description</th>
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<td></td>
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<td>$5.08</td>
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<tr>
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<td>NOTE, 1.5X2 RCYC, 12/PK, YW</td>
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<tr>
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Sub-Total: $121.70
Freight: $0.00
Sales Tax: $0.00
Total: $121.70
Deposit: $0.00
Amount Due: $121.70

Thank you for your Business!

If you are paying by credit card, then no balance is due at this time. Thank you.
Credit Memo CM-000026310

Customer Account: Shawnee County

Invoice Date: 10/9/2015

Sales Order: SO-000555965

Order Date: 8/27/2015

Payment Terms: Net 30 days

Contact Name:

Contact Phone:

Page: 1 of 1

Payment Method: Check

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 #: Special Instructions: RMA# 3707373/ SO# 553956

<table>
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Sub-Total: $-109.96
Freight: $0.00
Sales Tax: $0.00
Total: $-109.96
Amount Due: $-109.96

Ensure proper credit, please attach this portion and return payment. Be sure customer number is written on check.

As remit payment to:
Dependent Stationers
Box 677426
LLAS, TX 75267

Thank you for your Business!

If you are paying by credit card, then no balance is due at this time. Thank you.
**Invoice**

- **Invoice #:** IN-000564218
- **Customer Account:** Shawnee County
- **Invoice Date:** 10/12/2015
- **Sales Order #:** SO-000567463
- **Order Date:** 10/12/2015
- **Payment Terms:** Net 30 days
- **Contact Name:**
- **Contact Phone:**
- **Page:** 1 of 1
- **Payment Method:** Check

---

**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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**Sub-Total:** $407.35
**Freight:** $0.00
**Sales Tax:** $0.00
**Total:** $407.35
**Deposit:** $0.00
**Amount Due:** $407.35

---

*Ensure proper credit, please attach this portion and return with payment. Be sure customer number is written on check.*

---

*If you are paying by credit card, then no balance is due at this time. Thank you.*
Shawnee County D.A. - Imaging
Chad Taylor
200 SE 7th, Ste. 214
Topeka, KS 66603

STORAGE: 9/1/2015 through 9/30/2015
Storage of 2.0 cu ft box.
Storage of 1.0 cu ft box at minimum rate
Storage of 2.5 cu ft box
Storage of 1.2 cu ft box.

<table>
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<tr>
<th>RATE</th>
<th>QTY</th>
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<tbody>
<tr>
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<td>(0.2496/30 days)</td>
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<tr>
<td>(0.5200/30 days)</td>
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<td>(0.2496/30 days)</td>
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RECURRING SERVICES
WebFile Express Subscription

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Total Amount Due 464.12
INVOICE

Shawnee County District Attorney
Chad Taylor
200 SE 7th, Ste. 214
Topeka, KS 66603

STORAGE: 9/1/2015 through 9/30/2015

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<th>Description</th>
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Total Amount Due 159.63
Shawnee Co District Attorney's Office
200 SE 7th St
Topeka KS 66603

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Please pay this amount -> 270.00

Jayhawk File Express, LLC certifies that paper from the containers noted herein has been handled and shredded in a secure, confidential manner, following proper destruction policies and procedures as set forth by the National Association of Information Destruction (NAID).
**INVOICE**

**Staples Advantage**

Bill to Account: 412614
1005012 01 AB

**SHAWNEE COUNTY PURCHASING**
MICHELLE HAGEMAN
200 SE 7TH ST
RM B-27
TOPEKA, KS 66603-3932

---

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**INVOICE DATE** 10/01/15  **INVOICE NUMBER** 3279522519

**PLEASE PAY BY** 10/31/15  **TERMS** Net 30 Days  **AMOUNT DUE** 3.79

---

**Federal ID #:04-3390816**

**Ship to Account:** SHAWCOPURCH

**SHAWNEE COUNTY PURCHASING**
ATTN: KATHY BEACH
200 SE 7TH ST
200 SE 7TH, ROOM 214,
TOPEKA, KS 66603-3933

---

**Order** 7143690950-000-001
**Ordered By:** KATHY BEACH
**Order Date:** 9/28/15

---

**Budget Ctr:**
**Budget Ctr Desc:**
**O Number:**
**O Desc:**
**Release:**
**Release Desc:**

---

Customer Service inquiries # 877-826-7755  Invoice Payment Inquiries 888-753-4103

Make checks payable to Staples Advantage, dept DAL PO Box 83689, Chicago IL 60696-3689

---

**Staples Advantage**
Dept DAL
PO Box 83689
Chicago, IL 60696-3689

---

**Please send payment to:**

---

**INVOICE DATE** 10/01/15  **INVOICE NUMBER** 3279522519

**PLEASE PAY BY** 10/31/15  **TERMS** Net 30 Days  **AMOUNT DUE** 3.79

---

DAL32795225190000003790
Quick Bill Summary

Sep 02 – Oct 01

Previous Balance (see back for details) $1,688.36
No Payment Received $0.00
Balance Forward Due Immediately $1,688.36

Monthly Charges $1,340.98
Usage and Purchase Charges
Voice $0.00
Messaging $0.00
Data $0.00

Verizon Wireless' Surcharges
and Other Charges & Credits $62.11
Taxes, Governmental Surcharges & Fees $19.80
Total Current Charges Due by October 27, 2015 $1,412.89

Total Amount Due $3,101.25

Make check payable to Verizon Wireless.
Please return this remittance slip with payment.

Shawnee County District Attorney
200 SE 7th St Ste 214
Topeka, KS 66603-3933

Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.
MEMORANDUM

October 13, 2015

TO: Board of County Commissioners

FR: Herman T. Jones

RE: OCDETF Agreement.

The Shawnee County Sheriff’s Office has renewed our Agreement with the Organized Crime Drug Enforcement Task Forces for FY 2016. This Agreement reimburses our office for overtime worked on OCDETF activity, and is in effect from October 1, 2015 through September 30, 2016.

Please place this on the Monday, October 19, 2015 consent agenda.

Sincerely,

Herman T. Jones
Shawnee County Sheriff
ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2016 Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 44-6000201
DC#: R-32-

Amount Requested: $3,000.00

Number of Officers Listed: 1

From: October 1, 2015
Beginning Date of Agreement
To: September 30, 2016
Ending Date of Agreement

State or Local Agency
Narcotics Supervisor: Lieutenant Sam Leone
Telephone Number: 785-251-2213
E-mail Address: sam.leone@snco.us
Fax # (if applicable): 

Sponsoring Federal Agency
Group/Squad Supervisor: GS Jarad Harper
Telephone Number: 816-285-8900
E-mail Address: Jarad.o.harper@usdoj.gov

State or Local Agency Name and Address:
Shawnee County Sheriff's Office
320 S. Kansas, Suite 200
Topeka, KS 66603

Federal Agency Investigations:
Number: WCSI-010-13

OCDETF Investigation / Strategic Initiative
Number: Operation Interdiction Initiative

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billing on the Reimbursement Request:

Name: Diana Kobs
Telephone Number: 785-251-2209
E-mail Address: diana.kobs@snco.us
Fax # (if applicable): 785-251-2338

Agreement (FY16), Page 1
This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2016.

2. No individual Agreement with a State or Local department may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a quarterly basis.
6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

11. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the “full-time” expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.
13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.

14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.

17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.

19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

Agreement (FY16), Page 4
20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.

22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Agency official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Agreement (FY16), Page 5
Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

According (FY16), Page 6
State or Local Agency: **Shawnee County Sheriff's Office**

OCDETF Investigation / Strategic Initiative Number: **WCSI-010-13**

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

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<th>DOB</th>
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<tbody>
<tr>
<td>Rhodd, Brian</td>
<td>Deputy</td>
<td>03/18/1971</td>
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<td>12/23/1965</td>
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Addendum A

Definition of “Full-Time Participation” Exemption

Officers assigned to OCDETF investigations are expected to work full-time (e.g. eight hours per day, 40 hours per week) on the investigation and the parent State or local agency must pay the base salary of these officers.

In paragraph (11) of the Agreement approval section, there is an exception allowed for the “State or local officers unable to be assigned to an OCDETF investigation on a full-time basis” and an exception is granted by the OCDETF coordination group.

To be in compliance with these directives the State and local agencies must make a significant contribution of base salary (regular time) to the OCDETF investigation. The lead State and local officers should work 40 hours per week regular time.

However, given the size of narcotics units in most of the departments in this Region and the increasing demands being placed on these units, the West Central Regional Coordination Group has determined that some flexibility in application of the full-time rule is required. To that end the following policy best meets the demand of significant contribution by the State or local agency and the flexibility required to meet all the law enforcement demands:

All overtime reimbursement requests must indicate that the requesting department worked four times as much regular hours (base salary time) as overtime hours requested. In other words, there must be a 4:1 ratio between regular hours worked and overtime hours requested. Officers who are working 40 hours a week regular time on the OCDETF investigation may be excluded from the ratio calculation.

Any Other Exceptions or Justifications

All overtime reimbursement requests must indicate that the requesting department worked four times as much regular hours (base salary time) as overtime hours requested. In other words, there must be a 4:1 ratio between regular hours worked and overtime hours requested. Officers who are working 40 hours a week regular time on the OCDETF investigation may be excluded from the ratio calculation.
Addendum B

Identification of Additional Policy Requirements
ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

**PAYEE/COMPANY INFORMATION**

| Name: Shawnee County Sheriff's Office |
| Address: 320 S. Kansas, Suite 200, Topeka, KS 66603 |
| Taxpayer ID Number: 48-6028759 |
| Contact Person Name: Diana Kobs | Telephone Number: 785-251-2209 |

**FINANCIAL INSTITUTION INFORMATION**

| Bank Name: UMB Bank |
| Nine-Digit ABA Routing Transit Number: 101000695 |
| Depositor Account Number: 9871980375 |
| Type of Account: (checking/savings) Checking |

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: [https://www.ipp.gov/](https://www.ipp.gov/)
MEMORANDUM

TO:      Board of County Commissioners

FROM:    Cynthia A. Beck, County Clerk

RE:      Litigation

DATE:    October 14, 2015

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

CASE NO: 2015CV888 Federal National Mortgage Association (FNMA) vs. Board of County Commissioners of Shawnee County, Kansas et. al.

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

Attachment
Chapter 60 - Service by Attorney or Process Server

To the above-named Defendant/Respondent:

Board of County Commissioners Shawnee County KS
200 SE 7th St. Room 107
Topeka, KS 66603

You are hereby notified that an action has been commenced against you in this court. You are required to file your answer or motion under K.S.A. 60-212, and amendments thereto, to the petition with the court and to serve a copy upon:

Brian Hazel
6363 College Boulevard, Suite 100
Overland Park, KS 66211

within 21 days after service of summons on you.

Clerk of the District Court

Documents to be served with the Summons:
PLE: Petition PETITION TO FORECLOSE MORTGAGE, PLE: Summons SUMMONS FOR BOARD OF COUNTY COMMISSIONERS
IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
CIVIL DEPARTMENT

Federal National Mortgage Association (FNMA)

Plaintiff,

vs.

James Luck a/k/a James Robert Luck;
Carol A. Paul f/k/a Carol Ann Luck, a/k/a Carol Ann Frison;
Unknown spouse, if any, of Carol A. Paul;
Board of County Commissioners, Shawnee County, Kansas;
Ardith R. Smith-Woertz;

Defendants.

PETITION TO FORECLOSE MORTGAGE

COMES NOW Plaintiff, Federal National Mortgage Association (FNMA), by and through its attorney, Brian R. Hazel of the firm of SouthLaw, P.C., and for its cause of action against Defendants states as follows:

1. Plaintiff is a business organization created and existing by virtue of law.

2. On April 9, 2004, James Luck made and delivered a promissory note (the "Note") to Webster Bank, in exchange for good and valuable consideration, in the principal sum of $84,000.00, together with interest. A copy of the Note is attached as Exhibit "A" and incorporated by reference.

File No. 77241-748325
3. To secure repayment of the Note, on April 9, 2004, James Luck and Carol A. Paul made and delivered a mortgage (the "Mortgage") to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Webster Bank, its successors and assigns, on the real property legally described as:

Part of the Southwest Quarter of Section 4, Township 13 South, Range 15 East of the 6th P.M., in Shawnee County, Kansas, described as follows:

Beginning at a point 316.40 feet North of the Southwest corner of said Southwest Quarter; thence East at right angles 237.65 feet, more or less; thence North parallel with the West line of said Section 281.11 feet; thence West at right angles 237.60 feet to the West line of said section; thence South along the West line of said Section 281.11 feet to the point of beginning, commonly known as 6830 Southwest Wanamaker Road, Auburn, KS 66402 (the "Property").

A copy of the Mortgage is attached as Exhibit "B" and incorporated by reference.

4. The Mortgage was recorded on April 15, 2004, Document No. 09876, in Book No. 4013, at Page 702, in the office of the Register of Deeds of Shawnee County, Kansas, and the mortgage registration tax was paid in full at that time.

5. Plaintiff is the party entitled to enforce the Note. Plaintiff, directly or through an agent, has possession of the Note and is enforcing the Note as the party in possession. Plaintiff is the assignee of the Mortgage. Copies of the Assignments of Mortgage are attached as Exhibit "C" and incorporated by reference. Plaintiff has the right to foreclose the Note and Mortgage.

6. James Luck and Carol A. Paul are named by virtue of a divorce proceeding filed in the District Court of Shawnee County, Kansas, as Case No. 12D716. Due to the divorce case and any subsequent decree or judgment, either of the defendants may claim an interest in the Property. However, any such claim would be junior and inferior to Plaintiff's Mortgage.

7. Unknown spouse, if any, of Carol A. Paul is named by virtue of a marital interest in the subject Property. Any interest that Unknown spouse, if any, of Carol A. Paul may have in the Property is junior and inferior to Plaintiff’s Mortgage.
SUMMONS

Chapter 60 - Service by Attorney or Process Server

To the above-named Defendant/Respondent:

Shawnee County Refuse Department

c/o Shawnee County Clerk

200 SE 7th Street, Room 107
Topeka, KS 66603

You are hereby notified that an action has been commenced against you in this court. You are required to file your answer or motion under K.S.A. 60-212, and amendments thereto, to the petition with the court and to serve a copy upon:

Kristen Stroehmann

6363 College Boulevard, Suite 100

Overland Park, KS 66211

within 21 days after service of summons on you.

Clerk of the District Court

Documents to be served with the Summons:

PLE: Petition PETITION TO FORECLOSE MORTGAGE, PLE: Summons SUMMONS FOR SHAWNEE COUNTY REFUSE.
IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS
CIVIL DEPARTMENT

Ventures Trust 2013-I-H-R by MCM Capital Partners, LLC, its trustee,
Plaintiff,

vs.

Angie S. Currie a.k.a. Angela S. Currie;
Thomas J. Currie;
Amerifirst Home Improvement Finance (Direct);
Shawnee County Refuse Department;
John Doe (Tenant/Occupant);
Mary Doe (Tenant/Occupant);

Defendants.

Case No.

Pursuant to K.S.A. Chapter 60

Title to Real Estate Involved

PETITION TO FORECLOSE MORTGAGE

COMES NOW Plaintiff, Ventures Trust 2013-I-H-R by MCM Capital Partners, LLC, its trustee, by and through its attorney, Kristen G. Stroehmann of the firm of SouthLaw, P.C., and for its cause of action against Defendants states as follows:

1. Plaintiff is a business organization created and existing by virtue of law.

2. On December 21, 2006, Angie S. Currie and Thomas J. Currie made and delivered a promissory note (the "Note") to Capwest Mortgage Corporation, in exchange for good and valuable. File No. 179897-739760
consideration, in the principal sum of $60,000.00, together with interest. A copy of the Note is attached as Exhibit "A" and incorporated by reference.

3. To secure repayment of the Note, on December 21, 2006, Angie S. Currie and Thomas I. Currie made and delivered a mortgage (the "Mortgage") to Mortgage Electronic Registration Systems, Inc., as nominee for Capwest Mortgage Corporation its successors and assigns, on the real property legally described as:

Lots 483 and 485, on Green Street, in JOHN NORTON'S SECOND ADDITION to the City of Topeka, Shawnee County, Kansas, commonly known as 611 NE Green Street, Topeka, KS 66616 (the "Property").

A copy of the Mortgage is attached as Exhibit "B" and incorporated by reference.

4. The Mortgage was recorded on December 28, 2006, in Book No. 4440, at Page 180, in the office of the Register of Deeds of Shawnee County, Kansas, and the mortgage registration tax was paid in full at that time.

5. Plaintiff is the party entitled to enforce the Note. Plaintiff, directly or through an agent, has possession of the Note and is enforcing the Note as the party in possession. Plaintiff is the original mortgagee of the Mortgage. Copies of the Assignments of Mortgage are attached as Exhibit "C" and incorporated by reference. Plaintiff has the right to foreclose the Note and Mortgage.

6. John Doe (Tenant/Occupant) and/or Mary Doe (Tenant/Occupant) are fictitious names of unknown entities named by virtue of possible occupancy of the Property. Any interest that John Doe and/or Mary Doe have in the Property is junior and inferior to Plaintiff's Mortgage.

7. Amerifirst Home Improvement Finance (Direct) has been named by virtue of a mortgage securing a debt in the principal amount of $11,519.79. The mortgage was recorded February 6, 2007 in the office of the Shawnee County, Kansas, Register of Deeds in Book 4452 at Page 101. Amerifirst Home Improvement Finance (Direct) may claim an interest in the Property, but any such claim would be junior and inferior to Plaintiff's Mortgage.

File No. 179897
MEMORANDUM

DATE: October 14, 2015
TO: Board of Shawnee County Commissioners
FROM: James M. Crowl, Interim Human Resources Director
RE: Health Insurance Committee Appointments

Please place this item on the Consent Agenda for the regularly scheduled meeting on Monday, October 19, 2015.

A “County Health Insurance Committee” was established in Resolution 95-185. Pursuant to Resolution 2001-210, “The Board of Shawnee County Commissioners shall appoint [to the Committee] the classified and unclassified employee each year after receiving a recommendation from the Director of Human Resources.”

I am recommending that you appoint the following individuals to the County Health Insurance Committee:

Unclassified Representative: Becky Nioce
Classified Representative: Tanya Biswell

If you have any questions, please contact me at extension 4435.
Memorandum

DATE: October 14, 2015
To: Board of County Commissioners
From: Pat Oblander, Information Technology Director
RE: Out of state travel for EMC event.

The Information Technology department is requesting permission to pay for out of state air travel expenses for a staff member to attend a two day event being presented by EMC in Durham, North Carolina on October 27th and 28th. This event will provide education on EMC data storage systems the county is currently using and insights on what systems are becoming available. Topics in the agenda include: product demonstrations, replication and disaster recovery strategies, VMware integration, backup technologies, and group discussions. The event also serves as a venue for customer input on directions EMC should take in the data storage domain. All expenses for this event are paid for by EMC other than air travel.

Funding to support this issue, not to exceed $600, would be paid from the Information Technology 2015 budget. An after trip report outlining the benefits that were derived by attending the event will be submitted to the Board of County Commissioners by the attending employee.

CPO/mro
October 2, 2015

TO:       Board of Commissioners  
          Shawnee County

FROM:    John E. Knight, Director  
          Parks + Recreation

RE:    Agreements – 2016 94.5 Big Country/580 WIBW Radio Bridal Fair  
         Outdoor Adventure Division

Board of Commissioners approval is requested for the attached agreement between Shawnee County and WIBW Radio. This agreement allows Parks + Recreation to participate in the annual 94.5 Big Country/580 WIBW bridal fair that will be held January 23-24, 2016 at the downtown Topeka Ramada Inn.

One of the areas listed for improvement mentioned in the surveys and focus groups that helped create Shawnee County Parks + Recreation's master plan is marketing the department as the premiere destination for recreational opportunities, facilities and more to current residents, young professionals and future residents.

Many current residents are familiar with Shawnee County Parks + Recreation's recreation programs, but don't think of our facilities, such as gardens and shelter houses, as a primary destination for all of their events and gatherings. Participation in this event promotes the department's facilities as a prime and affordable destination for such significant life events as weddings, receptions and other family events.

The cost to the County is $950.00, but that fee will be offset by revenue generated from future facility rentals and usage.

JEK/jpl  
MM  
Attachment(s)
BUSINESS NAME: Shawnee County Parks & Recreation
CONTACT NAME: Josh Lehman
BILLING ADDRESS: 3137 SE 29th St
Topeka, KS 66605
PHONE: 785-251-2005 E-MAIL: josh.lehman@snco.us
CATEGORY: Wedding/Reception Facilities WEBSITE: parks.snco.us

THIS ORDER FOR TIME AND PARTICIPATION IN THE COPYRIGHTED AND TRADEMARKED BRIDAL FAIR® EVENT IS SUBJECT TO THE FOLLOWING CONDITIONS:

STATION AGREES TO:
1. Promote the BRIDAL FAIR® event with announcements from 11/19/2015 to 01/24/16.
2. Conduct the BRIDAL FAIR® event on 01/23/16 thru 01/24/16 at the Topeka Ramada & Convention Center, Topeka, Kansas.
3. Provide one display area to the advertiser for each package purchased. The designated space is Grand Ballroom.
4. Supply the advertiser with a copy of the list of registered brides-to-be. This copy of the Golden Opportunity Book™ will be provided to paid participating advertisers after the BRIDAL FAIR® event, and is for their exclusive use only.
5. Provide basic housekeeping and security throughout the duration of the BRIDAL FAIR® event, but does not guarantee the advertiser against losses from pilferage.

PARTICIPANT AGREES TO:
1. Provide sufficient store space for the BRIDAL FAIR® Point of Purchase and registration blanks.
2. Decorate the designated booth space with appropriate items and materials of interest and related to the products or services sold by the advertiser. No items from any other business will be included in display nor distributed at the show without written permission from station.
3. Assure that the ® designation is used on any participant-provided printing where the trademarks BRIDAL FAIR® are used.
4. Provide sufficient manpower to staff the display during the hours that the BRIDAL FAIR® event is open to the public.
5. Covenants that the Golden Opportunity Book™ of registered brides-to-be is for the exclusive use of BRIDAL FAIR® participants; and the fore will not lend, sell, barter nor allow any unauthorized usage, nor permit any reproduction thereof.
6. It is further mutually agreed and understood that any unauthorized use of the Golden Opportunity Books™ by third parties causes damage to both Station and to Bridal Fair, Inc; that the actual amount of damage would be extremely difficult to determine, that either the Station or Bridal Fair, Inc. may, therefore, at their option, pursue an action in equity to enjoin the use or seek judgment at law for $1,500.00 for each permitted unauthorized use; such being the agreed and stipulated damage.
7. Deposit of $200 is due upon signing with remaining balance due before November 11, 2015. Initial: __________
8. In view of the selective and exclusive nature and the unique tie-ins involved, I fully understand and agree that this contract is firm and non-cancelable. Further, I agree that I shall waive any rights, whatever, based on performance, or otherwise, with regard to non-payment by me, of any sums that shall become due and payable under this agreement. No refunds will be made in the event of cancellation and/or a no-show. Initial: __________

TOTAL CONTRACT PRICE: $_________________ AMOUNT OF DEPOSIT: $_________________

Signature_____________________________ Date__________

WIBWRADIOSTAFFONLY: CONTRACT NUMBER: ________ PAID: __________ TYPE: ________ REP: __________
Your contract for your space includes:

- Electrical!
- Handouts in the Bridal Bag - (Every bride receives one. Items are due by January 9th, 2016)
- Business logo, website & contact info listed on the 94.5 Country Bridal Fair® Website
- The fountain area will still be used for the fashion show.
- 1 skirted 8 foot table with pipe & drape
- A 1/4 page black and white ad in the 94.5 Country Bridal Fair® Magazine.
- 750-800 word article in 94.5 Country Bridal Fair® Magazine (Not business specific, one business per “genre”)
- Show advertising includes: multiple city billboards, exclusive Topeka Capital Journal Bridal Fair® ad campaign and the best in the market Radio Advertising on both our AM & FM stations plus our statewide networks. Also social media, Facebook & Twitter.
- Golden Opportunity Disk with Bride & Groom information - (Available 4 weeks post show)
- Outstanding Customer Service provided by the WIBW Radio staff

What You Need to Know:

- Send your contract & deposit to: 1210 SW Executive Drive, Topeka, Ks 66615
- Check, Cash or Credit Cards are accepted. Money Due November 5, 2014. [Checks - WIBW Radio - Bridal Fair]
- Contact Torey Berndt at 785.228.7260 / Torey.Berndt@Morris.com with any questions

Other Opportunities Available:

- Contact your sales representative or Torey Berndt for more details.
EXCLUSIVE SPONSOR ENTRY TICKET - Only 1 Available
Your business advertisement on back of entry ticket. (Advertisement, coupon based on 94.5 Country approval prior to printing)

$500.00

94.5 COUNTRY BRIDAL FAIR SITE BANNER AD
FOR NON BRIDAL FAIR VENDORS
Your business will receive a static banner ad on the BridalFair.94country.com website.
(10.2014 thru 10.2015) Ad will have direct link to your business website. Size: 728 x 90.

$250.00

94.5 COUNTRY BRIDAL FAIR SITE BANNER AD
FOR BRIDAL FAIR VENDORS ONLY
Your business will receive a static banner ad on the BridalFair.94country.com website.
(10.2014 thru 10.2015) Ad will have direct link to your business website. Size: 728 x 90.

$100.00

EMAIL BLAST SPONSOR - Only 1 Available, Bi-Weekly
Your business will sponsor an email blast to 7000-10000 recipients. A business coupon or advertisement will be included in (1) 94.5 Country Bridal Fair email blast

$250.00

ADDITIONAL RADIO SCHEDULE
Your business will a radio ad schedule leading up to the event encouraging “brides” to come visit you at the show.

$300.00

PRESENTING SPONSOR OF EVENT - Only 1 Available
Your business will be the exclusive sponsor of the 94.5 Country Bridal Fair. All advertising for Bridal Fair will include your business in ALL radio spots, newspaper spots, websites, billboards, TV spots, etc. For more details contact your sales rep.

$10,000.00
MAGAZINE
Magazine Dimensions: 5.5(w) x 8.5(h)
Distributed to over 2,500 Brides / Clients

BLACK & WHITE 1/4 PAGE:
- Free with a purchase of a booth {Non Vendor $50}
- 3(w) x 4.5(h)

BLACK & WHITE 1/2 PAGE:
- $50 Upgrade Price {Non Vendor $100}
- 5.75(w) x 4.5(h)

BLACK & WHITE FULL PAGE:
- $100 Upgrade Price {Non Vendor $150}
- 5.75(w) x 8.75(h)

COLOR 1/2 PAGE:
- $100 Upgrade Price {Non Vendor $150}
- 5.75(w) x 4.5(h)

COLOR FULL PAGE:
- $200 Upgrade Price {Non vendor $250} or $300 for Inside Cover Page {Non Vendor $350}
- 5.75(w) x 8.75(h)

All Ads and/or Articles Due By: December 1st
Fashion Show Bridal Contract

94.5 Country would like you to be apart of our 94.5 Country Bridal Fair 2016 Fashion Show.

BRIDAL VENDOR PROVIDES:
Bridal Gowns / Bridesmaid Gowns / FG & RB Attire / Tuxes / Accessories
Brings dresses to fitting. (last year we had it at the station, this may change)
Sizes of dresses (Number of dresses is still to be determined)
Order of dresses with picture of each dress
Name of each dress with a one sentence description
Fashion Show Bridal Vendor: $2,500

94.5 COUNTRY PROVIDES:
A Double booth for the bridal show = Value: $1550
Half Page Color Ad in bridal fair magazine = Value $100
Business logo on fashion show program
Models
Jewelry
Hair
Makeup
Flowers
Stage / Backdrop / Chairs
Lighting
Music
Program
MC / Announcer for show (Rusty Walker)
Announcement at the show of who provided wedding attire
Dressing Rooms
Dressing Room changing help

Business Name: ____________________________ Date: ____________
October 13, 2015

TO: Board of Commissioners
   Shawnee County

FROM: John E. Knight, Director
       Parks + Recreation

RE: Agreements – Fidelity Information Services (FIS) Recreation Division

Board of Commissioners approval is requested for the attached agreement between Fidelity Information Services (FIS) and Shawnee County. This agreement allows Parks + Recreation to receive payment via automatic clearing house (ACH) from approved participants in the Kansas Department for Children and Families (DCF) childcare program for their enrollment in and use of the Sports Craze summer camp and before- and after-school programs, both of which are held at the Oakland Community Center.

At the September 10, 2015 Board of County Commissioners of Shawnee County meeting, the Board of Commissioners approved the application for Shawnee County Parks + Recreation to become a DCF licensed childcare provider for the above programs at Oakland Community Center. Approving this agreement extended the opportunities and locations for low-income families in Shawnee County to enroll their children in a constructive, licensed and regulated recreation program that would be otherwise unavailable to them.

Shawnee County Parks + Recreation offers assistance to low-income families for recreational opportunities through its scholarship program, but opportunities are sometimes limited due to program popularity or frequency of occurrence. Agreements like this with agencies such as Kansas DCF act as a partnership to benefit the community as a whole by enabling subsidized participation in programs the scholarship program can't support or accommodate, without passing any additional cost on to the taxpayer or other program participants.

During the 2014-15 school year and 2015 summer, Oakland Community Center had a combined 69 participants in the before- and after-school programs and Sports Craze summer camp. This partnership allows Shawnee County Parks + Recreation to increase program participation while improving the quality of life and recreational opportunities for all Shawnee County residents, regardless of their income.

JEK/jpl
SH
Attachment(s)
AGREEMENT FOR CHILD CARE BENEFITS DISTRIBUTION SERVICES

1. PROVIDER INFORMATION

This Agreement ('Agreement') between eFunds Corporation ('eFunds') and Kansas Child Care provider named below (hereinafter "Provider") shall be effective as of contract execution. This Agreement relates to eFunds' contract with the State of Kansas (the "State") for Child Care Benefits Distribution and other related services (referred to in this Agreement as "EST") services ('Contract'), and shall be governed by and construed in accordance with Kansas law, without regard to its conflict of law principles.

The Agreement includes the Contract, as amended from time to time by eFunds, and the following Addenda. eFunds will deliver a Child Care Provider POS Manual to Provider upon execution of this Agreement.

- Provider Information
- Terms and Conditions
- A-POS Terminal Addendum
- B-POS Terminal Addendum

IMPORTANT IRS REGULATIONS REQUIRE YOU TO PROVIDE YOUR TAX ID INFORMATION

Complete all contact information on pages 1, 2, and 3 along with exhibits.

**Provider Information**

- Provider Location ID: C901971
- Provider Name: Shawnee County Parks and Recreation
- Primary Address: 801 NE Poplar
- City: Topeka
- State: KS
- Zip Code: 66606

**Federal Tax ID or SSN**

- 486028759 (Check one)  
  - Federal Tax ID
  - SSN
  - Corporation  
  - Individual/sole proprietor
  - Partnership
  - Nonprofit Tax-exempt  
  - Government Entity
  - Government Entity
  - Foreign Entity


**ACCEPTED AND AGREED:**

**PROVIDER**

Signed by: 
Print Name: 
Title: 
Date Signed: 

**EFUNDS CORPORATION**

Signed by: 
Print Name: Michael Weathers 
Title: Sr. Vice President

Fax to: 414.341.7986 
Secure electronic fax. No cover page needed.

Mail to: FIS Merchant Services, Attn: KS CC Provider, PO Box 290, Milwaukee WI 53201-0290

Rev 11.06.12j KS CC 2012 
Page 1 of 11 
NON-BINDING UNTIL FULLY EXECUTED AND DELIVERED 

Approved as to Legality and Form: Date 

ASSISTANT COUNTY COUNSELOR
If a question arises, who should eFunds contact at your location?

Contact Name *: Lori Anderson
Contact Email: lori.anderson@snco.us
Emergency Phone No.
Contact Home Phone No.

Phone No. *: 785-251-2613
Fax No.: 785-260-0308
Cell Phone No.

CONTINUED ON NEXT PAGE
1. PROVIDER INFORMATION (cont.)

For electronic settlement of transactions (per Terms and Conditions, Section 1.1 Provider Account of this Agreement), Provider must maintain a CHECKING account that can accept ACH debits and credits.

eFunds will verify your financial institution and account information using the codes at the bottom of your check.

Write VOID on a business check.

BEFORE faxing (or mailing) the printed copy of the Agreement to eFunds, tape top edge of voided check over this picture >>

* Required Information

Bank Routing Number

Provider's Bank Account Number

Transaction Processing

Cutoff Time

4:00 p.m.

Cutoff Time is when your transaction processing cuts off each day.
The 24-hour period from one Cutoff Time to the next is your Processing Day.
The ACH Deposit deadline is 8:00 p.m. CT. If your Cutoff Time is:
- BEFORE 8:00 p.m. CT, your processing day funds will be deposited in your bank account the next Banking Day.
- AFTER 8:00 p.m. CT, your funds will be deposited in two (2) Banking Days.

Provider Hours

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<tr>
<th>Day</th>
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- END 1 - PROVIDER INFORMATION -
WHEREAS, eFunds has developed a system for the
distribution of certain public assistance benefits to eligible
recipients (the "System"); and
WHEREAS, the State and eFunds have entered into the
Contract pursuant to which eFunds provides certain
services in connection with the State's EBT program (the
"EBT Program"); and
WHEREAS, Provider desires to participate in the EBT
Program, which may require the placement of one terminal,
printer and/or pin pad (collectively "Terminal") in order to:
(a) allow recipients to access such benefits, (b) enable
Provider to utilize an Interactive Voice Response (IVR)
payment transfer when a Terminal is not functioning, and/or
(c) allow use by non-traditional Providers (as used herein, a
"non-traditional" Provider is a Provider that performs Child
Care payment transfers exclusively through use of eFunds'
IVR system).

NOW THEREFORE, eFunds and Provider hereby agree as
follows:

1. Provider Accounting.
   1.1 Provider Account. Provider shall maintain a
checking account at a financial institution of
Provider's choice that allows electronic settlement
of both ACH credit and debit transactions.
   1.2 Credits to Account. Provider's bank account
shall be credited in an amount equal to the
aggregate value of all on-line and all authorized
off-line transactions pursuant to this
Agreement no later than, depending upon time of
Provider processing cut-off, either one (1) or two
(2) Banking Days following the day on which
such cut-off transactions occur. eFunds shall make
settlement of all transactions approved by
eFunds. Each Provider shall choose its own
cut-off time. For cut-off times prior to 6:00 p.m.
Central Standard Time ("CT"), funds will be
deposited to the Provider's bank account on the
next Banking Day following the day on which the
transactions occurred. For cut-off times after
6:00 p.m. CT, funds will be deposited two Banking
Days following the day on which the transactions
occurred. A "Banking Day" shall mean a day that
is not a nationally recognized bank holiday and on
which a branch of the Federal Reserve, which is
used for settlement, is open for business. eFunds
reserves the right to discontinue authorizing
transactions if eFunds fails to receive reimbursement of funds from the appropriate
government agency. In the event of such
discontinuance, eFunds shall use reasonable
commercial efforts to notify affected Providers.

1.3 Out of Balance Provider Settlement
Discrepancies. Provider shall notify eFunds of
any transaction, which is handled erroneously, or
is believed to be erroneously handled, by the
System within ninety (90) calendar days from the
original transaction date. Provider shall supply
eFunds with any transaction receipt and
supporting documentation upon request. Failure
to notify eFunds within such ninety (90) day
period waives any right to an adjustment. In
addition, eFunds may initiate adjustments where
a recipient submits a substantiated claim within xx
calendar days of the date of a transaction or
where other System errors have been identified.
The out of balance discrepancies are between the
Provider and eFunds and are not State
adjustments that must comply with the timeframes
as specified in any applicable regulations.

1.4 Correction of Data. In the event eFunds' employees
cause errors in Provider's data to occur and Provider requests correction of such
data within forty-five (45) days from the date of
the error, eFunds will correct such data as
necessary at eFunds' expense. Provider is
required to provide all information reasonably
requested with respect to alleged errors. The
expense to eFunds of correcting such data shall
be the responsibility of eFunds and shall
constitute eFunds's sole and exclusive remedy
with respect to such errors.

2. Term and Termination.
   2.1 Term. The term of this Agreement shall begin as
of the date hereof and shall continue until
terminated in accordance with this Agreement or
upon termination of the Contract, whichever is
earlier.
   2.2 Termination.
      2.2.1 By Provider without Cause. Provider may
terminate this Agreement for any reason upon
sixty (60) calendar days' prior written notice.
      2.2.2. For Breach. Either party may terminate this
Agreement upon the material breach of this
Agreement by the other party if the breaching
party fails to cure such breach within (60) days
after receipt of written notice specifying in detail
the breach claimed; provided, however, that
eFunds shall obtain approval from the State prior
to terminating pursuant to this provision.
      2.2.3. By Request of Government Agency. eFunds
may terminate this Agreement immediately upon
the request of the State or any U. S. Federal
Government Authority.

NON-BINDING UNTIL FULLY EXECUTED AND DELIVERED
Agency having authority to request such termination by providing prior written notice.

2.3 Rights upon Termination. In the event Provider terminates this Agreement, and subsequently decides to again provide the benefits processed hereunder using Terminals, the Provider may be required to reimburse eFunds in an amount equal to the reasonable cost of re-installation of the Terminals, including phone lines.

3. Charges to Recipients. Provider shall not charge recipients a fee for performing a transaction.

4. Operating Rules. eFunds and Provider are responsible for complying with the Kansas Economic and Employment Support Manual Regulations as amended from time to time.

5. Signage. EBT cardholders shall not be identified or otherwise singled out as recipients of the benefit program in which they are participating. Specifically prohibited is the designation of “welfare only” payment line. Signs and other information indicating which cards are accepted shall identify EBT only by its logo and/or its initials unless otherwise agreed to by the State.

6. EBT Service Marks. Provider agrees to display the service marks or any other licensed marks of any governmental entity, and other materials supplied by eFunds, in accordance with the standards set by the State. Provider will use the service marks only to indicate that benefit(s) may be accessed at the Provider’s location and will not identify or otherwise single out EBT cardholders as recipients of the State’s program or any assistance program.


7.1 Confidentiality. “Confidential Information” means: (a) a party’s proprietary or confidential information which is designated in writing as such or that by nature of the circumstances surrounding the disclosure ought in good faith to be treated as proprietary or confidential, and (b) all eFunds products or services, including all trade secrets contained therein. Each party promises: (a) that during the course of its performance of this Agreement, it may learn certain information concerning the other party’s Confidential Information; (b) that the Confidential Information of the other shall remain the property of the other, and that such Confidential Information is made available on a limited use basis solely in connection with this Agreement; (c) that it will advise its employees to whom the information is disclosed of their obligations under this Agreement; (d) that it will not use, sell, disclose or otherwise make available any such Confidential Information, in whole or in part, to any third party without the prior written consent of the other party; and (e) that it will utilize the same degree of care it utilizes for its own confidential information, but in no case less than a reasonable degree of care, to prevent disclosure or use of such Confidential Information to or by any unauthorized person or entity. Upon termination of this Agreement all copies of Confidential Information shall be returned. The restrictions under this section shall not apply to information which: (i) is or becomes publicly known through no wrongful act of the party receiving the Confidential Information; or (ii) becomes known to a party without confidential or proprietary restriction from a source other than the disclosing party; or (iii) a party can show by written records that such information or data was in its possession prior to disclosure by the other party. In the event a party is legally compelled to disclose the Confidential Information, it will be entitled to do so provided it gives the other party prompt notice and assists the other party, at the other party’s expense, in obtaining any protective order.

7.2 Disclosure of Recipient Information. The use or disclosure by Provider of any information concerning a recipient for any purpose not directly connected with the performance of Provider’s duties pursuant to this Agreement is prohibited.

7.3 Provider Information. Notwithstanding the foregoing, Provider acknowledges that eFunds may release. Provider information regarding Provider’s use of the System upon request by any federal or State agency having authority to request such information, and Provider shall have no claim or cause of action against eFunds for such release of information.

8. Compliance with Laws. Provider is responsible for complying with all applicable State and federal laws or regulations as amended from time to time, including but not limited to the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the American With Disabilities Act of 1990, the Clean Air Act, the Clean Water Act, the Energy Policy and Conservation Act and the Immigration Reform and Control Act of 1986. Provider shall not, on grounds of race, color, religion, sex, sexual preference, national origin, creed, marital status, age, Vietnam era or disabled veteran’s status, or the presence of any sensory, physical or mental handicap: (a) deny an individual any contracted activities or other benefits provided under this Agreement; (b) provide any contracted activities or
other benefits to an individual which are different, or are provided in a different manner, from those provided to others under this Agreement; (c) deny any Individual an opportunity to participate in any program provided by this Agreement through the provision of contracted activities or otherwise, or afford an opportunity to do so which is different from that afforded under this Agreement.

9 Indemnification. eFunds agrees to indemnify and to hold Provider harmless against any and all claims, losses, costs, damages, liabilities or expenses (including but not limited to reasonable attorney's fees) as a result of the authorization or denial of authorization of a transaction by eFunds; the malfunction or failure of the System to operate, unless such malfunction or failure to operate was caused in whole by the Provider; unauthorized access to the System from any point in the System that is under the control of eFunds; the failure of eFunds to comply with applicable law; any fraudulent conduct by eFunds or its employees; and the completion by eFunds of any transaction denied by the Issuer. An "Issuer" is defined as the State entity responsible for issuing benefits. Provider agrees to indemnify and hold eFunds harmless against any and all claims, losses, costs, damages, liabilities, or expenses (including but not limited to reasonable attorney's fees) as a result of any personal injury or property damage occurring on the Provider's premises; any malfunction or failure of the System caused in whole or in part by the Provider; unauthorized access to the System from any point in the System that is under the control of the Provider, including but not limited to misuse or abuse of Equipment by the Provider; the failure of eFunds to comply with applicable law or with the terms of this Agreement; any fraudulent conduct by the Provider or its employees; the completion by the Provider of any transaction denied by on or behalf of an Issuer; and any agreement between the Provider and a cardholder with respect to the purchase of goods or services. In no event shall either party be liable to the other for indirect, incidental or consequential damages.

10 Equipment. All Terminals, and any other equipment furnished by eFunds ("Equipment") and title thereto shall at all times hereunder remain the property of eFunds. eFunds reserves a security interest in all Equipment. Provider shall provide eFunds all reasonable assistance in perfecting such interests. No right or title to Equipment shall pass to Provider by virtue of this Agreement except as expressly provided hereunder. Provider shall not suffer or allow any lien, claim or encumbrance to attach to Equipment. Use of Equipment for purposes other than benefits distribution is strictly prohibited. All Equipment shall be returned to eFunds in the same condition as supplied to Provider, normal wear and tear excepted, upon any termination of this Agreement. Risk of loss or damage to Equipment shall pass to Provider upon delivery to Provider. Provider shall be liable for lost, stolen, and/or damaged Equipment, or Equipment not returned to eFunds, and Provider's bank account will be debited for the cost at fair market value as reasonably determined by eFunds Provider must notify eFunds promptly if Equipment is lost, stolen and damaged. Provider shall maintain adequate insurance to cover the replacement values of Equipment in the event of any damage thereto or loss or theft thereof.

11 Taxes. Any and all sales, use, excise, value-added, personal property or any other taxes (excluding taxes based on eFunds' net income) imposed, assessed, levied or otherwise arising from the transactions contemplated by this Agreement or the installation, use or operation of Equipment shall be the sole responsibility of Provider.

12 Notification of address or other changes. Provider must provide written notice to eFunds of any changes in the equity ownership structure of Provider and/or Provider's address. Provider must provide written notice to eFunds of any changes in the Provider's bank account number.

13 Notice. Any notice required or permitted hereunder shall be in writing and shall be deemed given when sent by certified mail, return receipt requested, to the address of the party receiving notice as appears on the signature page of this Agreement or as changed through written notice to the other party.

14 No Assignment. Provider may not assign this Agreement.

15 Force Majeure. Each party hereunder shall be excused from performance hereunder for any period and to the extent that it is prevented or delayed in the performance of any obligation as a result of acts of God or other causes beyond its control.

16 Precedence. In the event of a conflict between the terms and conditions of the document comprising this Agreement, the order of precedence shall be as follows:

1. Agreement for Child Care Benefits Distribution
2. the Child Care Provider POS Manual as amended from time-to-time by eFunds,
3. the Provider Reimbursement Conditions
4. No POS Terminal Addendum or POS Terminal Addendum, as applicable
17 Amendment. No amendment shall be effective until and unless reduced to writing and signed by both parties.

18 Entire Agreement. Unless explicitly stated elsewhere, this Agreement is the complete Agreement between the parties and supersedes any other oral or written communication.

—END OF 2 - TERMS AND CONDITIONS—
A - NO POS TERMINAL ADDENDUM

This is an addendum to the Agreement for Child Care Benefits Distribution Services between eFunds and Provider. This addendum is applicable only if the Provider will NOT have a POS Terminal installed at its location and will instead be using IVR, Web screens, or both.

1. State Authorization. Provider represents itself to be properly authorized by the State to participate in the EBT Project. The Provider shall notify eFunds and the State immediately in the event a Provider is no longer authorized and the Agreement shall immediately terminate.

2. Training. eFunds shall supply initial training materials and documentation to Provider. An appropriate phone number shall be available to answer specific operational and/or procedural questions. Provider shall be responsible for on-going training of its employees.

3. Operating Procedures. Provider will be furnished the Child Care Quick Reference Guide governing the operation of the System, and Provider shall comply with the procedures of such manual.

4. Construction. All capitalized words contained herein shall have the same meaning as in the Agreement.

—END OF A - NO POS TERMINAL ADDENDUM—
**B - POST TERMINAL ADDENDUM**

This is an addendum to the Agreement for Child Care Benefit Distribution Services between eFunds and Provider. This addendum is applicable when a POS Terminal will be installed at the Provider's location.

1. **State Authorization.** Provider represents itself to be properly authorized by the State to participate in the EBT Project. The Provider shall notify eFunds immediately in the event a Provider is no longer authorized and the Agreement shall immediately terminate.

2. **Conditions of Participation.** To participate, one or more Terminals must be placed in locations in which Provider operates a State approved child care facility through which recipients will be able to access their cash benefits and child care benefits to pay for child care services rendered.

3. **Use of Terminals.** Recipients will be able to access their child care benefits, and Provider may access Provider functions. Provider shall use the Terminals to perform child care payment and cash purchase transactions only.

4. **Equipment and Installation.**
   
   4.1. eFunds will furnish Terminal. eFunds will furnish one (1) Terminal for installation in Provider's location as listed in Exhibit A. Provider agrees to lease a VeriFone V450 POS terminal set (or such other POS terminal set as eFunds may then be providing to Providers) from eFunds for $10.50 per month. The monthly lease amount will be deducted from Provider's bank account during the first week of the month for the preceding month.

   4.2. Equipment. The Terminal, controllers, and any other equipment furnished by eFunds ("Equipment") and title thereto shall at all times remain the property of eFunds. eFunds reserves a security interest in all equipment. Provider shall provide eFunds all reasonable assistance in perfecting such interests. No right or title to Equipment shall pass to Provider by virtue of this Agreement except as expressly provided hereunder. Provider shall not sell or allow any lien, claim or encumbrance to attach to equipment. All equipment shall be returned to eFunds in the same condition as supplied to Provider, normal wear and tear excepted, upon any termination of this Agreement or otherwise as reasonable requested by eFunds. Risk of loss or damage to Equipment shall pass to Provider upon delivery to Provider. Provider shall be liable for lost, stolen, or damaged Equipment, or Equipment not returned to eFunds, and Provider will be charged for the cost at fair market value as reasonably determined by eFunds. Provider must notify eFunds promptly if Equipment is lost, stolen and damaged. Provider shall maintain adequate insurance to cover the replacement values of Equipment in the event of any loss or damage thereto or thereof.

   4.3. **Conditions of Use.** Use of a Terminal for purposes other than child care benefit services is strictly prohibited. Provider shall maintain security procedures reasonably necessary to ensure the physical security of the Equipment.

   4.4. **Power.** Provider is expected to have adequate clean power located in close proximity to accommodate the Equipment. A power strip with a surge protector may be used to supplement existing power outlets.

   4.5. **Phone Lines.** Provider shall provide access to an analog phone line. The Terminals will dial a toll free number so the Provider will not incur a measured service fee for the EBT transactions performed.

   4.6. **Supplies.** Provider will be responsible for purchasing its own supplies such as printer paper from a vendor of its choice. Provider will receive a credit to Provider's bank account for supplies. eFunds at its sole discretion shall establish from time-to-time, the reasonable amount of such credit as set forth in Section 4.7 below.

   4.7. **Reimbursement Conditions.** All Providers who perform child care transactions using Equipment will be reimbursed for supplies at $0.0053 per child care transaction. The supply reimbursement will be deposited via Automated Clearing House (ACH) to the bank account specified identified to eFunds by Provider in accordance with Section 1.1 of the Terms and Conditions. This reimbursement covers the cost of receipts for child care transactions.

5. **Terminal Problems.**

5.1. **Notice to eFunds.** A help desk phone number shall be made available to answer specific Provider operational and/or procedural questions. If Provider believes a Terminal is malfunctioning, Provider shall call the help desk phone number to report such problem. eFunds will attempt to determine by phone if there is a Terminal problem. Provider shall cooperate with eFunds in attempting to resolve any Terminal problems.
5.2. Repair. If a Terminal has a problem which would negatively impact child care services, EFunds shall use its best efforts to replace the Terminal within two (2) business days after receipt of notice of a problem.

5.3. Replacement Terminals. If a replacement Terminal is shipped to the Provider, the Provider may call the appropriate phone number for assistance with the replacement process.

6. Training. For Terminals, EFunds will supply initial training materials/documentation and installation instruction to Provider. An appropriate EFunds help desk telephone number shall be available to answer specific operational and/or procedural questions. Provider shall be responsible for on-going training of its employees.

7. Operating Procedures. Provider will be furnished the Child Care Provider POS Manual governing the operation of the System and Terminals, and Provider shall comply with the procedures of such manual.

8. No Warranties. EFUNDS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TERMINALS PROVIDED BY EFUNDS AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Construction. All capitalized words contained herein shall have the same meaning as in the Agreement.
Provider may request additional terminals in the future by contacting the State of Kansas.

—END OF POS TERMINAL ADDENDUM EXHIBIT A—

—END OF AGREEMENT FOR CHILD CARE BENEFITS DISTRIBUTION SERVICES—