I. PROCLAMATIONS/PRESENTATIONS

II. UNFINISHED BUSINESS

III. CONSENT AGENDA

1. Consider acceptance of the June 2014 Bank Reconciliation from the Treasurer.

2. Consider acceptance of easements and authorization to pay the property owners the agreed settlement amount of $3,485.00 for the SW Urish Road: SW 17th to SW 21st Street project—Public Works/Solid Waste.

3. Consider acceptance of easements and authorization to pay two property owners the agreed settlement amounts of $550.00 and $500.00 for the SW Urish Road: SW 17th to SW 21st Street project—Public Works/Solid Waste.

4. Acknowledge receipt of correspondence reflecting an increase in the 2015 KPERS employer rate of contribution for retirees returning to work after retirement from 13.77 percent in 2014 to 15.48 percent for 2015—County Clerk.

5. Acknowledge receipt of correspondence reflecting an increase in the 2015 KPERS employer rate of contribution from 8.84 percent in 2014 to 9.48 for 2015—County Clerk.

6. Acknowledge receipt of correspondence reflecting an increase in the 2015 KP&F employer rate of contribution from 22.26 percent in 2014 to 23.77 percent for 2015—County Clerk.


IV. NEW BUSINESS

A. COUNTY CLERK – Cynthia Beck

1. Consider all voucher payments.

2. Consider correction orders.

B. EMERGENCY MANAGEMENT – Dave Sterbenz

1. Consider authorization and execution of Contract C267-2014 with the Northeast Kansas Homeland Security Council for the transfer of a card printer and a required software key to Shawnee County with no direct cost to the County.

2. Consider authorization and execution of Contract C268-2014 with the American Red Cross for use of Parks and Recreation Community Centers during disasters and emergencies.

C. CORRECTIONS – Brian Cole

1. Consider approval of request to negotiate with Aramark Correctional Services for the provision of commissary services.
D. INFORMATION TECHNOLOGY – Pat Oblander

1. Consider authorization and execution of Contract C269-2014 with Sirius to add the mainframe Shark F20 Disk Drive array to an existing hardware support maintenance agreement to provide support for one year at a cost of $22,902.12.

E. AUDIT FINANCE – Betty Greiner

1. Update on revenues and expenditures.

V. ADMINISTRATIVE COMMUNICATIONS

VI. EXECUTIVE SESSIONS
MEMORANDUM

DATE:        July 14, 2014

TO:          Shawnee County Board of Commissioners

FROM:        Larry Mah, Shawnee County Treasurer

CC:          Simon Martinez, Deputy Financial Administrator

RE:          June 2014 Bank Reconciliation

Please place this request on the Monday, July 21, 2014 Board of County Commission Consent agenda for final approval of the June 2014 bank reconciliation report. This bank reconciliation report has been reviewed and approved by the Deputy Financial Administrator.

Thank you for your time and consideration.
# June 2014 Bank Reconciliation

## Ending balance Per IFAS

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$107,310,982.83</td>
<td>$107,310,982.83</td>
</tr>
</tbody>
</table>

## Reconciling Items

**Less:**
- Credit cards (posted to bank in July) $34,866.01
- Deposit in Transit (posted to bank July 1, 2014) $237,629.59

**Total:** $272,495.60

## Add:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outstanding checks as of 6/30/2014</td>
<td>$3,570,502.76</td>
</tr>
<tr>
<td>Credit Card payments (posted to IFAS in July)</td>
<td>$9,643.79</td>
</tr>
<tr>
<td>ACH Credit-BCBS Of Kansas payments (SCHA) posted to IFAS July 8, 2014</td>
<td>$266.10</td>
</tr>
<tr>
<td>ACH Credit-KS PPO CH&amp;L (SCHA) (posted to IFAS July 8, 2014)</td>
<td>$179.00</td>
</tr>
<tr>
<td>ACH Credit-Wisconsin Physician Medicare (SCHA) (posted to IFAS July 2, 2014)</td>
<td>$8,178.00</td>
</tr>
<tr>
<td>ACH Credit- Amerigroup payments (SCHA) (posted to IFAS July 1, 2014)</td>
<td>$1,496.19</td>
</tr>
<tr>
<td>ACH-Credit-Ks Claims Payments (SCHA) (posted to IFAS July 1 &amp; 3, 2014)</td>
<td>$4,780.98</td>
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<tr>
<td>ACH Credit-UHG Community PL-HCClaim Payment (SCHA) (posted to IFAS July 1 &amp; 7, 2014)</td>
<td>$362.66</td>
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<tr>
<td>ACH-Credit-Federal Employee Payment (SCHA) (posted to IFAS July 1 &amp; 8, 2014)</td>
<td>$685.15</td>
</tr>
<tr>
<td>ACH Credit-ICE Payment (DOC) (posted to IFAS July 2, 2014)</td>
<td>$1,831.95</td>
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<tr>
<td>ACH Credit-City of Topeka Payment (DOC) (posted to IFAS July 2, 2014)</td>
<td>$54,572.78</td>
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<tr>
<td>Extra Deposit-Parks &amp; Rec (posted to IFAS July 1, 2014)</td>
<td>$20,555.55</td>
</tr>
<tr>
<td>ACH Credit-IRS (ROD) (posted to IFAS July 1, 2014)</td>
<td>$120.00</td>
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</table>

**Total:** $3,673,154.91

## Adjusted ending balance

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$110,711,642.14</td>
<td></td>
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</tbody>
</table>

## Vault cash

<table>
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<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$4,000.00</td>
<td></td>
</tr>
</tbody>
</table>

## Ending balance per US Bank

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>224,980.02</td>
<td></td>
</tr>
<tr>
<td>$110,482,662.12</td>
<td>$110,711,642.14</td>
</tr>
</tbody>
</table>

## Difference

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Prepared by: tjt
Shawnee Co. Treasurer’s Office
July 10, 2014
Date: July 11, 2014

To: Board of County Commissioners for **CONSENT AGENDA**

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

Re: Right-of-Way Acquisition  
SW Urish Road: SW 17th to SW 21st  
Project No. S-701005.00

Public Works has reached agreement with the property owner listed below for right-of-way necessary to construct the above referenced project.

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

<table>
<thead>
<tr>
<th>Owner</th>
<th>Item</th>
<th>Tract No.</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Howard E. &amp; Bonnie M. Youngberg</td>
<td>Permanent Public Right-of-Way Easement, Permanent Drainage Easement, Temporary Construction Easement</td>
<td>13</td>
<td>$3,485.00</td>
</tr>
</tbody>
</table>

Funding for this requested expenditure will come from the Special Highway Improvement Account GL 27SC000 / JL 204000000. No detrimental budgetary implications are anticipated as a result of this requested expenditure.

attachment
MEMORANDUM

Date: July 14, 2014

To: Board of County Commissioners for CONSENT AGENDA

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

Re: Right-of-Way Acquisition
SW Urish Road: SW 17th to SW 21st
Project No. S-701005.00

Public Works has reached agreement with the property owners listed below for right-of-way necessary to construct the above referenced project.

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

<table>
<thead>
<tr>
<th>Owner</th>
<th>Item</th>
<th>Tract No.</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andre' C. &amp; Carrie G. Pierpont</td>
<td>Temporary Construction Easement</td>
<td>5</td>
<td>$550.00</td>
</tr>
<tr>
<td>GAMMA LLC</td>
<td>Temporary Construction Easement</td>
<td>16</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

Funding for this requested expenditure will come from the Special Highway Improvement Account GL 27SC000 / JL 204000000. No detrimental budgetary implications are anticipated as a result of this requested expenditure.

attachment
MEMORANDUM

TO: Board of County Commissioners

FROM: Cynthia A. Beck, County Clerk

DATE: July 11, 2014

RE: 2015 KPERS Employer Rate of Contribution for Retirees Working after Retirement

Please reflect the employer rate of contribution for the Kansas Public Employees Retirement System on "retirees returning to work after retirement." For fiscal year 2015 the rate will be 15.48% of gross compensation.

This reflects an increase from 2014. We are currently paying 13.77%. There is no KPERS rate assessed to the employee, nor does the employee benefit from these funds.

Thank you.

CAB/clh

Attachment

cc: Jonathan Thummel, Human Resources
    Shane Plemons, Sr. Technical Programmer Analyst
    Betty Greiner, Financial Administrator
    Cynthia Trezza, Payroll Officer
**Employer Name:** Shawnee County  
**Work Phone:** (785) 233-8200  
**Email Address:** cynthia.trezza@snco.us  
**County:** Shawnee  
**Fiscal MM DD:** 01/01/1962  
**Plan Affiliation Date:** 01/01/1962  
**Primary Address:** 200 SE Seventh St Room 107, Topeka, Kansas, 66603-3953  
**Federal ID:** 486028759  
**Plan Status:** Active

<table>
<thead>
<tr>
<th>Member Type</th>
<th>Description</th>
<th>Effective Date</th>
<th>Employee Rate</th>
<th>Employer Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>AN</td>
<td>Non School Different Employer After Retirement</td>
<td>01/01/2015</td>
<td>0</td>
<td>0.1548</td>
</tr>
<tr>
<td>AN</td>
<td>Non School Different Employer After Retirement</td>
<td>01/01/2014</td>
<td>0</td>
<td>0.1377</td>
</tr>
<tr>
<td>AN</td>
<td>Non School Different Employer After Retirement</td>
<td>01/01/2013</td>
<td>0</td>
<td>0.1343</td>
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<tr>
<td>AN</td>
<td>Non School Different Employer After Retirement</td>
<td>01/01/2012</td>
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<td>0</td>
<td>0.1442</td>
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<tr>
<td>AN</td>
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<td>01/01/2010</td>
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<td>AN</td>
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<td>01/01/2009</td>
<td>0</td>
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<td>01/01/2008</td>
<td>0</td>
<td>0.1194</td>
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<td>AN</td>
<td>Non School Different Employer After Retirement</td>
<td>01/01/2007</td>
<td>0</td>
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<td>AN</td>
<td>Non School Different Employer After Retirement</td>
<td>07/01/2006</td>
<td>0</td>
<td>0.1024</td>
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</table>

https://employer.kpers.org/KitsESS/(S(3eoxgg34iglao10jyhbkdxcg))/wfmDefault.aspx  
7/8/2014
MEMORANDUM

TO: Board of County Commissioners
FROM: Cynthia A. Beck, County Clerk
DATE: July 11, 2014
RE: Kansas Public Employee Retirement System (KPERS) Employer Contribution Rates of 2015

Please reflect the change to the employer rate of contribution for the following KPERS programs:

<table>
<thead>
<tr>
<th>Program</th>
<th>2014</th>
<th>2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>KPERS Tier 1 (6%)</td>
<td>8.84%</td>
<td>9.48%</td>
</tr>
<tr>
<td>KPERS Tier 2 (6%)</td>
<td>8.84%</td>
<td>9.48%</td>
</tr>
</tbody>
</table>

The percentage of contribution for all employees will increase to 6% effective January 1, 2015. The current employee rate of contribution for employees enrolled in KPERS prior to July 1, 2009 is 5%.

Thank you.

CAB/clh
Attachment

cc: Jonathan Thummel, Human Resources
    Shane Plemons, Sr. Technical Programmer Analyst
    Betty Greiner, Financial Administrator
    Cynthia Trezza, Payroll Officer
**Employer Name:** Shawnee County  
**Work Phone:** (785) 233-8200  
**Email Address:** cynthia.trezza@snco.us  
**County:** Shawnee  
**Fiscal MM DD:** 1 1  
**Plan Affiliation Date:** 01/01/1962  
**Primary Address:** 200 SE Seventh St Room 107, Topeka, Kansas, 66603-3963

**Employer Details**

<table>
<thead>
<tr>
<th>Bank Info</th>
<th>Remittance Contacts Address</th>
<th>Fund Statement</th>
<th>Payroll</th>
<th>Contribution Rates</th>
<th>Insurance Rates</th>
<th>Member Type</th>
<th>Period of Service</th>
</tr>
</thead>
</table>

- **Member Type Description**
  - **Effective Date:** 01/01/2014
  - **Employee Rate:** 0.0600
  - **Employer Rate:** 0.0884

- **Member Type Description**
  - **Effective Date:** 01/01/2015
  - **Employee Rate:** 0.0600
  - **Employer Rate:** 0.0948

- **Member Type Description**
  - **Effective Date:** 01/01/2016
  - **Employee Rate:** 0.0600
  - **Employer Rate:** 0.0948

- **Member Type Description**
  - **Effective Date:** 01/01/2017
  - **Employee Rate:** 0.0400
  - **Employer Rate:** 0.0794

- **Member Type Description**
  - **Effective Date:** 01/01/2018
  - **Employee Rate:** 0.0600
  - **Employer Rate:** 0.0794

- **Member Type Description**
  - **Effective Date:** 01/01/2019
  - **Employee Rate:** 0.0400
  - **Employer Rate:** 0.0734

- **Member Type Description**
  - **Effective Date:** 01/01/2020
  - **Employee Rate:** 0.0600
  - **Employer Rate:** 0.0734

- **Member Type Description**
  - **Effective Date:** 01/01/2021
  - **Employee Rate:** 0.0400
  - **Employer Rate:** 0.0674

---

https://employer.kpers.org/KitsESS/(S(3eoxgg34ig1aao10jyhbkdjxg))/wfmDefault.aspx  
7/8/2014
MEMORANDUM

TO: Board of County Commissioners
FROM: Cynthia A. Beck, County Clerk
DATE: July 11, 2014
RE: KP&F Retirement Employer Contribution for 2015

Please reflect the employer rate of contribution for the Kansas Police and Firemen's Retirement System for the fiscal year beginning in calendar year 2015 at 23.77%.

This reflects an increase from 2014. The current employer rate of contribution for fiscal year 2014 is 22.26%.

Thank you.

CAB/clh

Cc: Jonathan Thummel, Human Resources
    Shane Plemons, Sr. Technical Programmer Analyst
    Betty Greiner, Financial Administrator
    Cynthia Trezza, Payroll Officer
**Employer Name:** Shawnee County  
**Work Phone:** (785) 233-8200  
**Email Address:** cynthia.trezza@snco.us  
**County:** Shawnee  
**Fiscal MM DD:** 1 1  
**Plan Affiliation Date:** 01/01/1986  
**Primary Address:** 200 SE Seventh St Room 107, Topeka, Kansas, 66603-3963  
**Federal ID:** 486028759  
**Plan Status:** Active  

<table>
<thead>
<tr>
<th>Member Type</th>
<th>Description</th>
<th>Effective Date</th>
<th>Employee Rate</th>
<th>Employer Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>P</td>
<td>Police - Regular</td>
<td>01/01/2015</td>
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<tr>
<td>P</td>
<td>Police - Regular</td>
<td>01/01/2014</td>
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<td>0.2226</td>
</tr>
<tr>
<td>P</td>
<td>Police - Regular</td>
<td>08/02/2013</td>
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<td>0.1953</td>
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<tr>
<td>P</td>
<td>Police - Regular</td>
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<tr>
<td>PR</td>
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<tr>
<td>PR</td>
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<td>P</td>
<td>Police - Regular</td>
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<td>P</td>
<td>Police - Regular</td>
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<td>0.0700</td>
<td>0.1547</td>
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</tbody>
</table>
MEMORANDUM

TO: Board of County Commissioners
FROM: Cynthia A. Beck, County Clerk
RE: Litigation
DATE: July 14, 2014

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

CASE NO: 14CV00068 US Bank Trust, N.A. vs. Board of County Commissioners of Shawnee County, Kansas et. al.
CASE NO: 14CV000604 Bank of America, N.A., successor by merger to BAC Home Loans Servicing, L.P. vs. Board of County Commissioners of Shawnee County, Kansas et. al.

Attachment
IN THE DISTRICT COURT OF SHAWNEE COUNTY, KANSAS

U.S. Bank Trust, N.A., as Trustee for LSF8 Case No. 14CV568
Master Participation Trust, by Caliber Home Loans, Inc., as its attorney in fact, Div. No. 6

Plaintiff,

K.S.A. 60

vs.

Mortgage Foreclosure

Janell McMillan, Stephen McMillan, et al., (Title to Real Estate Involved)

Defendants.

SUGGESTION OF BANKRUPTCY

COMES NOW Plaintiff, by and through undersigned counsel, states that the defendant borrower(s) have filed for bankruptcy protection in the United States Bankruptcy Court as Case No. 14-40712.

Wherefore, Plaintiff respectfully requests that this case be stayed until the Plaintiff is granted relief, the debtor(s) are discharged or the bankruptcy case is dismissed.
CERTIFICATE OF SERVICE

The undersigned certifies that a copy of the above and foregoing Suggestion of Bankruptcy, was deposited in the United States Mail, first class postage prepaid on the ___ day of _____, 2014 and addressed to the following:

Janell McMillan
2226 Sw Burnett Rd
Topeka, KS 66614

Stephen McMillan
2226 Sw Burnett Rd
Topeka, KS 66614

Debacker’s, Inc.
c/o Flora Debacker 727 Lafayett Pl
Topeka, KS 66607

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

Unknown Occupant
2226 Sw Burnett Rd
Topeka, KS 66614

Gary E Hinck
512 SW 6th Ave., Suite 100
Topeka, KS 66603
This firm is a debt collector and any information we obtain from you will be used for that purpose.
PETITION TO FORECLOSE MORTGAGE

COMES Now Plaintiff, Bank of America, N.A., successor by merger to BAC Home Loans Servicing, L.P., by and through its attorney, Mark Melior of the firm of South & Associates, 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 May 25, 2005, Kirk A. Keberlein made and delivered a promissory note (the "Note") to Countrywide Home Loans, Inc., d/b/a America's Wholesale Lender, in exchange for good and valuable consideration, in the principal sum of $342,000.00, 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 May 25, 2005, Kirk A. Keberlein and Connie R. Keberlein made and delivered a mortgage (the "Mortgage") to Mortgage Electronic Registration Systems, Inc., solely as nominee for Countrywide Home Loans, Inc., d/b/a America's Wholesale Lender, its successors and assigns, on the real property legally described as:

Part of the West Half of the Northwest Quarter of Section 26, Township 12 South, Range 16 East of the 6th P.M., Shawnee County, Kansas, described as follows: Commencing at the Northwest corner of said Section 26; thence North 89 degrees 49 minutes 55 seconds East, on an assumed bearing; along the North line of said Section 26, 1,265.10 feet; thence South 00 degrees 10 minutes 05 seconds East, 30.00 feet to the point of beginning; thence North 89 degrees 49 minutes 55 seconds East, 60.00 feet; thence South 00 degrees 49 minutes 51 seconds East, 1,390.00 feet; thence South 89 degrees 49 minutes 55 seconds West, 644.20 feet; thence North 00 degrees 51 minutes 11 seconds West, 735.00 feet; thence North 89 degrees 49 minutes 55 seconds West, 584.48 feet; thence North 00 degrees 49 minutes 51 seconds West, 655.00 feet to the point of beginning, commonly known as 3751 Southeast 45th Street, Berryton, KS 66409 (the "Property").

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

4. The Mortgage was recorded on May 31, 2005, in Book No. 4207, at Page 370, 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. A copy of the Assignment of Mortgage is attached as Exhibit "C" and incorporated by reference.
6. Kirk A. Keberlein and Connie R. Keberlein are named by virtue of a divorce proceeding filed in the District Court of Shawnee County, Kansas, as Case No. 10D2244. 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. United States of America, Internal Revenue Service has been named by virtue of a Federal Tax Lien recorded on January 21, 2009, in Book No. 4665, at Page 243, in the office of the Register of Deeds of Shawnee County, Kansas, in the amount of $32,461.60. United States of America, Internal Revenue Service has also been named by virtue of any and all other claims and/or interest it may have or that may become lien(s) against the subject property. A copy of the Federal Tax Lien(s) are attached as Exhibit "D" and incorporated by reference. United States of America, Internal Revenue Service may claim an interest in the Property, but any such claim would be junior and inferior to Plaintiff's Mortgage.

8. State of Kansas, Department of Social and Rehabilitation Services has been named by virtue of a judgment filed in the District Court of Shawnee County, Kansas, as Case No. 10D2244. State of Kansas, Department of Social and Rehabilitation Services has also been named by virtue of any and all other claims and/or interest it may have or that may become lien(s) against the subject property. State of Kansas, Department of Social and Rehabilitation Services may claim an interest in the subject Property, but any such claim would be junior and inferior to Plaintiff's Mortgage.

9. Board of County Commissioners for Shawnee County, Kansas has been named by virtue of the following three personal property tax liens filed in the District Court of Shawnee County, Kansas:

File No. 148888
July 14, 2014

MEMO: Transfer of Regional Homeland Security Equipment

TO: Board of County Commissioners
    Shawnee County Kansas

FROM: Dave Sterbenz – Director
      James Steele – Operations Assistant
      Nelson E Casteel – Communications Officer
      Shawnee County Emergency Management

The attached agreement (12-NEK140114.001/19125) is for the transfer of grant funded equipment to Shawnee County Emergency Management from the Northeast Kansas Homeland Security Council.

The equipment is a card printer and a required software key. Shawnee County would become both the owner and caretaker of the equipment. Details are provided on the following pages.

The equipment is utilized with the Accountability Equipment that is used by Shawnee County for the making of identification badges. The badges are used throughout the State of Kansas to track and credential responders and public employees.

This system is also used locally to make the badges that Shawnee County employees utilize in many of our county facilities. This is a very valuable piece of equipment that Shawnee County Emergency Management and many of our local emergency and community partners have put to good use in recent months.

There is no direct cost to Shawnee County to accept the equipment.

In accordance with past practices and requirements of the Homeland Security Council, should the equipment be needed in an emergency, incident and/or for an event, Shawnee County Emergency Management would be responsible for delivering the equipment so that other entities in our region can utilize it.

Please sign where indicated and return to this office so that documents can be disseminated to the proper persons on the regional level.

Thank you in advance for your consideration.

Should you have any questions please feel free to contact:
Director Dave Sterbenz at dave.sterbenz@snc0.us or 785-251-4151
June 24, 2014

James Steele
Shawnee County Emergency Management
200 SE 7th Street – SB10
Topeka, KS 66603

Re: Transfer of Property Agreement
Accountability Sustainment

Enclosed please find an original Transfer of Property Agreements specific to the equipment described therein provided by the Accountability Sustainment project for 2012. If you agree this equipment is now in your possession and that you are willing to assume full responsibility for that equipment, please have the agreement signed by the appropriate authority and then send it back to the following address for final processing.

Attn: Lisa Peters
North Central Regional Planning Commission
109 N Mill St – PO Box 565
Beloit, KS 67420

If you have any questions concerning this program requirement, please contact our office.

Sincerely,

Lisa Peters
Homeland Security Specialist

Enclosures
TRANSFER OF PROPERTY AGREEMENT:
Acceptance of Homeland Security Grant Equipment

<table>
<thead>
<tr>
<th>Grant:</th>
<th>FY 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Agent:</td>
<td>North Central Regional Planning Commission</td>
</tr>
<tr>
<td>Regional Council (if applicable):</td>
<td>Northeast Kansas Homeland Security Council</td>
</tr>
<tr>
<td>Project:</td>
<td>Accountability Sustainment</td>
</tr>
<tr>
<td>Agency:</td>
<td>Shawnee County</td>
</tr>
</tbody>
</table>
| Description of Equipment: | 1. CP80 Plus Card Printer (Serial #: P96329)   
|                 | 2. Resource Manager Web Workstation (Serial #: PS60022289) |
| Vendor:         | Midwest Card   |
| Cost:           | $6137.50       |
| PO / Invoice:   | 12-NEK140114.001 / 19125 |
| Date of Agreement: | June 23, 2014 |

The parties of this Agreement do mutually agree as follows:

**Award of Equipment:** The North Central Regional Planning Commission, 109 N. Mill Street, Beloit, KS 67420, hereafter referred to as the "Fiscal Agent" and authorized to act on behalf of the Northeast Homeland Security Region, hereafter known as the "Regional Council" or "Region", agrees to transfer ownership of the equipment, hereafter described as "Equipment" and as described on the attached invoice and purchased under grant Catalog of Federal Domestic Assistance (CFDA) # 97.067 to Shawnee County, Kansas hereafter referred to as the "Agency", to enhance the Agency's capabilities to deter and/or respond to acts of terrorism and other disasters affecting the Agency's community and the homeland security region in which the Agency resides. The Agency listed above agrees to accept the specified equipment and comply with all provisions detailed in this Agreement.

**Reporting and Monitoring Requirements:** The Agency shall permit monitoring by the Region, the state or appropriate federal agency representatives, and comply with such reporting procedures as may be established by the state or Region. The Agency shall maintain all related records for the life of the equipment. Although information will be provided to the Region by the Agency, the Region has no obligation or right to maintain or repair the equipment or ensure that the equipment is used safely or properly.

**Inventory Control:** The Agency agrees to maintain inventory control on any equipment provided through this Agreement, with the exception of consumable equipment. Consumable equipment is defined as equipment that may be depleted or worn out by limited use (i.e. batteries, paper mask, filters).

Inventory Control applies to individual equipment items (i.e., generator) and not packages of equipment (i.e., package of six hazardous material suits).

Equipment inventories shall include the following items:

- Serial number
- Description of Item
- Vendor
- Date purchased
- Cost of item
- End user (Agency)
- Contact information for End User (Agency)
- Location of equipment
- Condition of equipment
- Personnel trained on equipment
KHP HSO will conduct on-site monitoring specifically for equipment with a purchase price of $5,000 or more. However, the KHP HSO reserves the right to monitor all equipment acquired with homeland security grant funds.

A control system must be developed by the Agency to ensure proper maintenance and adequate safeguards to prevent loss, damage, or theft of the equipment.

Non-Supplanting Certification: The Agency affirms that the federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. The Agency may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt of federal funds.

Maintenance of Equipment and Qualified Personnel: The Agency affirms that it has access to staff and equipment to use the equipment in a timely manner once requested or deployed. The Agency affirms that it has properly trained and qualified personnel to operate and maintain equipment provided through this Agreement, and the Agency agrees to maintain training of personnel to ensure proper and safe use of the equipment. Agency agrees to assume financial responsibility for monthly or use service charges beyond the scope of this Agreement.

Title: The Agency agrees to accept title to the equipment provided under this Agreement if such title is required by state or federal regulations.

Insurance: The Agency:

Agrees to maintain property and casualty insurance on the equipment provided under this Agreement. Agency will list the Region as an additional insured and a loss payee with respect to the equipment, and provide the Region with a copy of the declarations page or other appropriate excerpt from the insurance policy confirming that the equipment is insured.

OR

Stipulates it is self-insured and will provide Fiscal Agent with a letter documenting its self-insured status.

Report of Loss or Expiration: The Agency agrees to notify the Region within ten (10) working days of the loss, damage or expiration of the equipment provided through this Agreement. The Agency understands that neither Region nor state or federal agencies are not obligated to replace items lost, damaged or expired. Agency is required to commit to sustain capabilities gained through the acceptance of the equipment covered through this Agreement.

Replacement: The Agency is responsible for replacing or repairing the property which is lost, stolen, damaged, or destroyed, at the direction of the KHP HSO.

Interest of Members of the Region and Others: No officer, member, or employee of the Region and no member of its governing body, and no other public official of the governing body of the localities in which the equipment is provided who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to this Agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

Termination of Agreement for Cause: If through any cause, the Agency shall fail to perform in a timely and proper manner its obligations under this Agreement or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, the Region shall thereupon have the right to terminate this Agreement by specifying the effective date thereof. The date of notice shall be at least ten (10) working days before the effective date of such termination. If the Region terminates this Agreement, the Region may require that the Agency return all equipment provided
to the Agency under this Agreement to the Region, and that Agency transfer ownership of all
equipment to the Region, and that Agency execute any documents necessary to transfer
ownership to the Region or to another organization designated by the Region to receive the
equipment.

**Liability:** With the transfer of ownership of the equipment specified through this Agreement, the
Agency shall take necessary steps to insure or protect itself, its personnel, and the equipment, and
to comply with all applicable local, state and federal laws or other governmental requirements
regarding ownership or use of the equipment, including, without limitation, all safety and security
standards. The Region and Fiscal Agent, not being the manufacturer of the equipment, has no
responsibility with respect to the equipment or any use or storage thereof, or any accidents or
claims relating thereto.

The Region and Fiscal Agent makes no representations or warranties, express or implied,
regarding the equipment, whether arising by operation of law or otherwise, and expressly disclaims
any and all warranties of merchantability, of fitness for a particular purpose of use, of non­
infringement, of title, condition, quality or workmanship, or in any other respect. In no event shall
the Region be liable to the Agency for any indirect, incidental, consequential, special, and
exemplary or punitive damages.

To the extent permitted by law, the Agency will defend, indemnify and reimburse the Region and
Fiscal Agent against and for, and the Agency staff will use best efforts to convince the Agency's
decision maker to appropriate such amounts as are reasonably necessary to defend, indemnify or
reimburse the Region and Fiscal Agent against and for, any claims against the Region and Fiscal
Agent that are based in whole or in part on damages or injuries allegedly caused by the equipment
or any use or other aspect thereof and any costs or expenses (including, without limitation,
reasonable attorneys' fees) incurred by the Region and Fiscal Agent in connection with any such
claims or any breach by Agency of this Agreement, when reasonably asked to do so by the
Region.

**Governing Law:** This Agreement shall be interpreted under and governed by the laws of the State
of Kansas.

**Related Federal Regulations per 44 CFR, Part 13, Section 13.32:** The Agency shall not use
equipment to provide services for a fee to compete unfairly with private companies that provide
equivalent services, unless specifically permitted by federal statute. The Agency may use
equipment to be replaced as a trade-in or sell the property and use proceeds to offset the cost of
the replacement or similar use property, with approval from the Region and final approval from the
state and federal agencies. The Agency may sell or dispose of equipment valued at under $5,000
upon approval of the KHP HSO and notification to the Region the date equipment was sold, sale
price of equipment, and entity that was sold to (if selling equipment) or upon notification to Region
that equipment is requested to be disposed and reasons for disposition (if disposing equipment). If
equipment is sold for $5,000 or more, the federal government shall have the right to receive
proceeds from the sale in excess of grant funds provided for such item; this does not apply to
transferring equipment to other entities or in applying the sale proceeds towards acquiring other
homeland security-related equipment that costs more than the equipment sold.

**Disposition of Property:** The Agency may dispose of or remove from inventory any or all
equipment when the useful life of the original or replacement equipment acquired under the grant
award has expired or when any or all equipment is no longer needed for the original project or
program. Disposition of the equipment will be made as follows:
• The Homeland Security Grant Program Equipment Disposition Form should be filled out when any equipment is sold, transferred, broken, lost, stolen, or has met its life cycle.

• Items with a fair market value of less than $5,000.00 may be retained, transferred, or otherwise disposed of and removed from inventory with KHP HSO approval.

• Items with a fair market value in excess of $5,000.00 may be retained, transferred, or otherwise disposed of and removed from inventory with prior written KHP HSO approval. A copy of said approval shall be provided to the Region.

Life Cycle: Life cycle may be measured by the protocols published as Circular A-76 by the White House Office of Management and Budget (OMB) and seen at:

http://www.whitehouse.gov/sites/default/files/omb/assets/agencyinformation_circulars Procure ment_pdf/a076supp.pdf

Fair market value is defined as the amount for which equipment would sell on the open market if put up for sale. The fair market value will be determined by the KHP HSO.

Notices. All notices regarding this Agreement will be considered properly delivered if sent by U.S. postal mail, email or fax to the Fiscal Agent as follows:

For Fiscal Agent:

Name: John R. Cyr
Agency: North Central Regional Planning Commission
Address: 109 N Mill Street, PO Box 565
City/State/Zip: Beloit, KS 67420
Fax number: 785) 738-2185
Email address: jcyr@nckcn.com

Notification Address For Agency:

Name: James Steele
Agency: Shawnee County Emergency Management
Address: 200 SE 7th Street, BS-10
City, State, Zip: Topeka, KS 66603
Email address: jame.steele@snco.us

REQUIRED Signatures:

For Regional Homeland Security Council:

By: ____________________________ Date: ____________________________
Authorized Signature

For Agency: ____________________________

By: ____________________________ Date: ____________________________
Authorized Signature
For Fiscal Agent: North Central Regional Planning Commission, Tim Vandall

By: ___________________________ Date: ________________
Authorized Signature

OPTIONAL Signatures for Local Approval:

By: ___________________________ Date: ________________
Approved as to form,
County Counselor

By: ___________________________ Date: ________________
Attested to,
County Clerk
**Invoice**

Invoice Number: 19125  
Invoice Date: Apr 14, 2014  
Page: 1

---

**Sold To:**  
North Central Regional Planning Comm  
Attn.: Accounts Payable  
PO Box 565  
Beloit, KS 67420

**Ship to:**  
North Central Regional Planning Comm  
109 N. Mill Street  
Beloit, KS 67420

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Serial #P96215  
Serial #P96322  
Serial #P96329  
Resource Manager Web workstation  
PS60022281  
PS60022291  
PS60022289  
NE 12  
Account  
12-NEK140114.001 | 6,137.50 | 18,412.50 |
| 3.00     | 721089 |             |            |           |

Subtotal: 18,412.50  
Sales Tax: 75.00  
Freight:  
Total Invoice Amount: 18,487.50  
Payment/Credit Applied:  
TOTAL: 18,487.50
Buyer: 
North Central Regional Planning Commission  
P.O. Box 565  
Beloit, KS 67420  
(785) 738-2218  
Fax: (785)738-2185  
FIN: 48-4808208  
Tax Exempt #: KSJlXM0GJD  
Expiration Date: 11/01/2014

Vendor Information: 
Midwest Card and ID Solutions, LLC  
4747 NW Gateway Ave.  
Riverside, MO 64150  
Attn: Natalie Ann Glenn

End User: 
Northeast Kansas Homeland Security Council  
Pat Collins  
Riley County Emergency Management, 115 N. 4th Street, Manhattan, KS 66502  
Tel: (785) 537-6333  
E-mail: pcollins@rileycountyks.gov

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<td>DataCard CP80 Plus Card Printer Unit</td>
<td>$ 6,137.50</td>
<td>$ 18,412.50</td>
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<td>(See attached document for complete details)</td>
<td>$ -</td>
<td>$ -</td>
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</table>

Special Instructions:  
When applicable, serial numbers associated with the equipment and locations assigned are to be provided to the North Central Regional Planning Commission at the time of invoice.

NOT To Exceed Total: $ 18,412.50

NOTICE: Vendors are hereby notified this order is part of a project solely funded by federal dollars with access to those funds ending April 30, 2014. Any orders delivered or invoiced past that date may be cancelled at the discretion of the buyer.

BY 
Authorized Signature  
Fiscal Agent

Bill To: 
North Central Regional Planning Commission, P.O. Box 565, Beloit, KS 67420 (785) 738-2218, Fax (785) 738-2185
July 11, 2014

MEMO: Red Cross Shelters

TO: Board of County Commissioners
FROM: Dave Sterbenz, Director  

We are requesting approval of this American Red Cross Shelter Agreement for the use of the Shawnee County Parks and Recreation Community Centers as Red Cross Shelters during disasters and emergencies.

This agreement allows for the use of the Shawnee County Community Centers when available for use as disaster shelters as well as the terms and conditions.

Parks and Recreation as well as Legal have approved this agreement. The agreement will stay in effect until written notice to cancel by either party.
American Red Cross
Shelter Agreement

The American National Red Cross ("Red Cross"), a not-for-profit corporation chartered by the United States Congress, provides services to individuals, families and communities when disaster strikes. The disaster relief activities of the Red Cross are made possible by the American public, as the organization is supported by private donations and facility owners who permit their buildings to be used as a temporary refuge for disaster victims. This agreement is between the Red Cross and a facility owner ("Owner") so the Red Cross can use the facility as an emergency shelter during a disaster.

DR#: N/A Facility: N/A

Parties and Facility

Owner:
Legal name: Shawnee County Parks & Recreation – Community Centers
Chapter: N/A
24-Hour Point of Contact:
Name and title: Dave Sterbenz, Emergency Management Director
Address for Legal Notices:
200 SE 7th St. SB 10
Topeka, KS 66603

Red Cross:
Legal name: The American National Red Cross
Chapter: Kansas Capital Area Chapter – Kansas Region
24-Hour Point of Contact:
Name and title: Lisa Biggs, Disaster Program Manager
Address for Legal Notices:
1221 SW 17th St.
Topeka, KS 66604

Copies of legal notices must also be sent to:
The American National Red Cross, Office of the General Counsel,
2025 E Street, NW, Washington DC 20006
and
The American National Red Cross, Disaster Operations,
2025 E Street NW, Washington, DC 20006.

Shelter Facility:
(Insert name and complete street address of building or, if multiple buildings, write "See attached Facility List" and attach Facility List including complete street address of each building that is part of this Agreement).

See attached document
Terms and Conditions

1. **Use of Facility:** Upon request and if feasible, the Owner will permit the Red Cross to use the Facility on a temporary basis as an emergency public shelter.

2. **Shelter Management:** The Red Cross will have primary responsibility for the operation of the shelter and will designate a Red Cross official, the Shelter Manager, to manage the sheltering activities. The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Red Cross.

3. **Condition of Facility:** The Facility Coordinator and Shelter Manager (or designee) will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the Red Cross. They will use the first page of the Facility/Shelter Opening/Closing Form, available on CrossNet, to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment that the Red Cross should not use while sheltering in the Facility. The Red Cross will exercise reasonable care while using the Facility as a shelter and will make no modifications to the Facility without the express written approval of the Owner.

4. **Food Services:** Upon request by the Red Cross, and if such resources exist and are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate the provision of meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule, determine food service inventory and needs, and supervise meal planning and preparation. The Food Service Manager and Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies in the Facility before it is turned over to the Red Cross.

5. **Custodial Services:** Upon request by the Red Cross and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the shelter. The Facility Coordinator will designate a Facility Custodian to coordinate the provision of cleaning and sanitation services at the direction of and in cooperation with the Shelter Manager.

6. **Security:** In coordination with the Facility Coordinator; the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any public safety issues at the Shelter.

7. **Signage and Publicity:** The Red Cross may post signs identifying the shelter as a Red Cross shelter in locations approved by the Facility Coordinator and will remove such signs when the shelter is closed. The Owner will not issue press releases or other publicity concerning the shelter without the express written consent of the Shelter Manager. The Owner will refer all media questions about the shelter to the Shelter Manager.

8. **Closing the Shelter:** The Red Cross will notify the Owner or Facility Coordinator of the closing date for the shelter. Before the Red Cross vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy survey, using the second page of the Facility/Shelter Opening/Closing Form to record any damage or conditions. The Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during the shelter operation.

9. **Reimbursement:** The Red Cross will reimburse the Owner for the following:

   a. **Damage to the Facility or other property of Owner,** reasonable wear and tear excepted, resulting from the operations of the Red Cross. Reimbursement for facility damage will be based on replacement at actual cash value. The Red Cross will select from among
bids from at least three reputable contractors. The Red Cross is not responsible for storm damage or other damage caused by the disaster.

b. *Reasonable costs associated with custodial and food service personnel* which would not have been incurred but for the Red Cross's use of the Facility for sheltering. The Red Cross will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

c. *Reasonable, actual, out-of-pocket operational costs*, including the costs of the utilities indicated below, to the extent that such costs would not have been incurred but for the Red Cross's use of the Premises (both parties must initial all utilities to be reimbursed by the Red Cross):

<table>
<thead>
<tr>
<th>Utility</th>
<th>Owner initials</th>
<th>Red Cross initials</th>
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<tbody>
<tr>
<td>Water</td>
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<td>Gas</td>
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<tr>
<td>Waste Disposal</td>
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The Owner will submit any request for reimbursement to the Red Cross within 60 days after the shelter closes. Any request for reimbursement for food, supplies or operational costs must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked at the shelter.

10. **Insurance:** The Red Cross shall carry insurance coverage in the amounts of at least $1,000,000 per occurrence for Commercial General Liability and Automobile Liability. The Red Cross shall also carry Workers’ Compensation coverage with statutory limits for the jurisdiction within which the facility is located and $1,000,000 in Employers’ Liability.

11. **Indemnification:** The Red Cross shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the negligence of the Red Cross during the use of the Premises.

12. **Term:** The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.
Community Center Locations:

- Buhler Rec. Building – 714 S. Main, Rossville, KS 66533
- Central Park Comm. Ctr. – 1534 SW Clay, Topeka, KS 66604
- Crestview Comm. Ctr. – 4801 SW Shunga Dr., Topeka, KS 66614
- Garfield Comm. Ctr., 1600 NE Quincy St., Topeka, KS
- Hillcrest Comm. Ctr. – 1800 SE 21st St., Topeka, KS 66607
- Lake Shawnee Rec. – 3025 SE Croco Rd., Topeka, KS 66605
- Oakland Comm. Ctr. – 801 NE Poplar, Topeka, KS 66616
- Rice Comm. Ctr., 432 SE Norwood, Topeka, KS 66607
- Shawnee North Comm. Ctr. – 300 NE 43rd St., Topeka, KS 66617
- Silver Lake Senior Citizen's Ctr. – 401 E. Lake St., Silver Lake, KS 66539
- Velma K. Paris Comm. Ctr. – 6715 SW Westview Rd., Topeka, KS 66619
DATE: July 14, 2014
TO: Board of County Commissioners
FROM: Brian W. Cole, Director
SUBJECT: Request to Negotiate Commissary Contract with Aramark Correctional Services

On April 24, 2014, this commission approved the Department of Corrections to prepare and issue an Request for Proposals (RFP) for the provision of commissary services to the adult inmates and juvenile residents. Three commissary companies submitted formal bids for the services. All companies met the minimum requirements of the RFP.

Because all three of the companies presented robust bid documents, we invited them each to make a presentation to a team of department representatives who have oversight of the components of the commissary processes.

After a full consideration of the information we received from each, we have determined that Aramark Correctional Services (Aramark) provided the most comprehensive proposal that meets or exceeds all of the components of the RFP. While they were essentially equal to or better than the other two companies in all aspects of the program, they presented the best financial terms of the three. For this reason, we believe it would be in the best interest of the department that we allow the first opportunity to negotiate a successful contract to go to Aramark.

Accordingly, I am requesting your approval to proceed with negotiations with Aramark for these services. I am available to answer any questions that you may have.

BWC:tp

cc: Richard Eckert, County Counselor
    Betty Greiner, Financial Administrator
    Timothy Phelps, Deputy Director
Memorandum

DATE: July 14, 2014
To: Board of County Commissioners
From: Pat Oblander, Information Technology Director
RE: Mainframe Hardware Maintenance with Sirius.

The Information Technology Department is requesting approval to add the mainframe Shark F20 Disk Drive array to an existing hardware support maintenance agreement with Sirius to provide support for one year. Funding to support this issue, $22,902.12, is contained in the 2014 Information Technology budget.

CPO/mro
Purchase Authorization

This proposal is valid if ordered on or before 07/18/2014.

Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and SHAWNEE COUNTY. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of SHAWNEE COUNTY or any party within SHAWNEE COUNTY who is not privileged to receive such information.

Your contract number(s), currently on file, is as follows:

Agreement Type: Customer Agreement
Agreement Number: 20040128CA

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of SHAWNEE COUNTY will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Accepted by:

SHAWNEE COUNTY

Signature of Authorized Representative

Printed Name

Title of Authorized Representative

Date Signed

Ship to Address:

Approved by:

Sirius Computer Solutions, Inc.

Signature of Authorized Representative

Printed Name

Title of Authorized Representative

Date Signed

Bill to Address:

Approved as to Legality and Form: Date 7-11-14

ASST. CO. COUNSEL
SHAWNEE COUNTY
200 SE 7th Street
Topeka, KS 66603-3971

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Contract SM2487R1
Term: 06/01/2014 to 05/31/2015
Maintenance Provided by: Signature Technology Group, Inc. - Phoenix, AZ

Unless otherwise noted, price does not include shipping, handling, or applicable tax which may be added at the time of invoice.
CUSTOMER AGREEMENT

Thank you for selecting Sirius Computer Solutions, Inc. and Sirius Enterprise Systems Group, LLC (collectively “SIRIUS”) as your provider of IBM products and services. Attached hereto are the terms and conditions of the Customer Agreement (the “CA”) between you and SIRIUS covering the purchase and sale of computer equipment, products, and Sirius services. The CA number is 20040128-CA, which should be referenced on all purchase orders submitted under this CA.

Please evidence your agreement to be bound by the terms of the CA attached hereto by your signature below. The CA and any related Statement of Work (“SOW”) embody the entire agreement and understanding between the parties hereto relating to the subject matter hereof, and supersede any prior agreements and understandings relating to the subject matter hereof.

SIRIUS is committed to providing the highest quality products and services. If at any time, you have any questions or problems, or you are not completely satisfied, please let us know.

Agreed To (SIRIUS):
SIRIUS COMPUTER SOLUTIONS, INC.
and
SIRIUS ENTERPRISE SYSTEMS GROUP, LLC
613 N.W. Loop 410, Suite 1000
San Antonio, Texas 78216

By: [Signature]
Name: Terry Johnson
Title: Senior Vice President
Date: JUN 09 2005

Agreed To (CUSTOMER):
BOARD OF COUNTY COMMISSIONERS
SHAWNEE COUNTY, KANSAS
200 SE 7th Street, Suite 205
Topeka, Kansas 66603

By: [Signature]
Printed Name: Vic Miller
Title: Chair
Date: 4-7-05

Approved as to Legality
and Form: Date 3-31-05

[Signature]
SHAWNEE CO COUNSELOR
Customer Agreement Number: 20040128-CA
This Customer Agreement ("Agreement") is by and between SIRIUS COMPUTER SOLUTIONS, INC. and SIRIUS ENTERPRISE SYSTEMS GROUP, LLC (together "Sirius") and Customer.

ARTICLE I - GENERAL
This Agreement provides the terms and conditions under which Sirius will sell computer equipment, software and products ("Products") and provide certain computer consulting and/or programming services ("Services") to Customer. During the term of this Agreement, Sirius has the right to reject or accept any submitted purchase orders or requested Services. Notwithstanding the failure to reference this Agreement, all Purchase Orders (as hereinafter defined) and SOWs (as hereinafter defined) shall be deemed to incorporate the terms and conditions of this Agreement. In the event of a conflict between this Agreement and any Purchase Order and/or SOW, the terms of this Agreement shall control unless the SOW specifically and expressly provides otherwise.

ARTICLE II. SALES AND SERVICES TERMS AND CONDITIONS
1. Products - Purchase Orders. Customer shall place an order for Products by submitting a written purchase order (an accepted statement of work shall be referred to herein as a "Purchase Order"). Acceptance of an order by Sirius shall be by written confirmation of acceptance (by mail or facsimile) or by shipping the Products.

2. Services - Statements of Work. Prior to performing any Services, Customer and Sirius shall agree upon a written Statement of Work (an accepted statement of work shall be referred to herein as an "SOW" or a "Statement of Work") setting forth the scope of Services to be performed, the project schedule, fee and other expenses and any other additional terms as may be necessary to be performed for such Services.

3. Purchase Price; Payment; Taxes. Customer agrees to pay the total purchase price for Products as shown on any Purchase Order and/or the fees and expenses for Services as shown on the applicable SOW, plus any applicable sales/use tax. Payment is due immediately upon receipt of any invoice. Any personal property taxes assessable on the Product(s) or Services on or after actual delivery are the responsibility of Customer. Customer agrees that any payment not received by Sirius within thirty (30) days from the invoice date shall subject to an interest of 12% per annum, or the maximum allowed by law, whichever is less. Partial shipments of orders of Products may be made from time to time and Customer agrees to pay a pro rata amount of the total for any partial shipment of Products under the same terms listed above.

4. Freight Costs; Delivery; Risk of Loss. Sirius will arrange for delivery of the Products listed in the applicable Purchase Order to the installation site. If Customer requests expedited delivery, Customer agrees to pay for any additional costs associated with the expedited delivery of such Products. Risk of loss to the Products shall pass to Customer upon delivery at Customer's site.

5. Installation. Unless otherwise expressly provided in the applicable SOW or Purchase Order, Customer is responsible for, and shall pay all costs associated with, (i) reviewing the Manufacturer's Installation Manual, (ii) verifying (through the landlord or other property owner, engineers and other appropriate professionals) that the site is suitable for the operation of the Products purchased herein, (iii) providing a suitable site for the delivery, installation and operation of the Products per the manufacturer's specifications and (iv) installing and operating the Products.

6. Title; Security Interest. Title to each Product (other than software) to be sold by Sirius hereunder shall pass to Customer upon delivery. Title to software is not being transferred and the right to use software included in the Products shall be governed by a separate license agreement between Customer and the software vendor. Sirius reserves a purchase money security interest in the Products sold hereunder as security for the performance of Customer's obligations under the Agreement. Sirius reserves a purchase money security interest in any Product for which Customer receives payment in full for such Product. Should Customer fail to perform any of its obligations within five (5) days after receipt of notice of default, including default in payment of any charges hereunder when due, Sirius shall be entitled to exercise all rights and remedies as may be conferred on it by law.

7. Limited Representations and Warranties. Sirius represents and warrants that, at the time each Product is delivered, Sirius will be the lawful owner of such Product (other than software products), free and clear of any liens and encumbrances and will have full right, power and authority to transfer good and valid title to the same to Customer. Customer agrees that with respect to the Products (i) it is relying solely on the manufacturer's representations and warranties (except as expressly set forth above), (ii) Sirius shall have no liability or obligations with respect to any manufacturer's representations and warranties, and (iii) any claims for Damages (as defined below) by Customer based upon such manufacturer's representations and warranties shall be made solely against the manufacturer.

Notwithstanding the foregoing, with respect to Products that have been used and/or refurbished and therefore do not have any manufacturer's warranty, Sirius warrants that for a period of thirty (30) days immediately following the delivery of the Products, such Products will qualify for the manufacturer's maintenance agreement, if the Products are both installed by the manufacturer and placed under the manufacturer's maintenance agreement prior to such installation within such thirty (30) day period, provided that Customer's exclusive recourse for a breach of warranty (other than software products) for such refurbished equipment or a refund of the purchase price. After such thirty (30) day period, Customer assumes all liability for such Products which are either defective or may be incomplete and Sirius will have no further liability or obligation with respect thereto.

Sirius warrants that Sirius will perform the Services in a professional manner and in accordance with the description in the applicable SOW in all material respects. Customer acknowledges and agrees that with respect to the software that is the subject of the Services, if any, Customer is relying solely on the representations and warranties of the licensor of such software and Sirius makes no representations or warranties with respect thereto.

As Sirius is not the manufacturer of the Products, Customer waives any claim against Sirius based upon (i) any infringement or alleged infringement of any patent or other intellectual property rights with respect to any Products sold hereunder or any software licensed by any third party or (ii) any indemnity claim or obligation made by another against Customer arising out of any such infringement or alleged infringement.

8. Payment by Third Party Leasing Company. If Customer enters into a lease agreement with a third party leasing company ("Leasing Company") encompassing the Product(s) listed on a Purchase Order to be fulfilled under this Agreement (i) the Leasing Company shall assume and agree to be responsible for, and bound by, all of the obligations of Customer under this Agreement, and (ii) in the event the Leasing Company defaults on any such obligation, Customer will not be released and shall fulfill any such obligation.

ARTICLE III. DISCLAIMERS; LIABILITY; INDEMNIFICATION
1. Disclaimers - Sirius. EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE II, SECTION 7, SIRIUS MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY REGARDING PRODUCTS, SOFTWARE AND/OR SERVICES OR OTHER ITEMS PROVIDED BY SIRIUS UNDER THIS AGREEMENT OR THE RESULTS TO BE DERIVED FROM THEIR USE THEREOF, AND SIRIUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OF TRADE OR COURSE OF PERFORMANCE.

2. Limitation of Liability - Sirius. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SAIID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO ITEM (ii) UNDER SECTION 3 OF THIS ARTICLE III, EACH PARTY'S LIABILITY UNDER THIS AGREEMENT OR OTHERWISE ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER TO SIRIUS AS SHOWN ON THE APPLICABLE PURCHASE ORDER OR SOW, AS THE CASE MAY BE, WITH RESPECT TO WHICH SUCH CLAIM RELATES. EACH PARTY'S ENTIRE LIABILITY FOR ANY CLAIMS BY THE OTHER PARTY, REGARDLESS OF THE BASIS, IS SET FORTH IN THIS ARTICLE III.

3. Indemnification. Subject to the limitations on liabilities and damages set forth herein, Sirius agrees to indemnify and hold harmless Customer for, and to pay Customer the amount of, any loss, liability, claim or damage or expense (including costs of investigation and defense and reasonable attorneys' fees) (collectively, "Damages"), incurred or suffered by Customer to the extent directly arising from: (i) any breach of any express written representation or warranty made by Sirius in this Agreement; (ii) any breach by Sirius of any express written covenant or obligation in this Agreement; (iii) any bodily injury or death to persons or physical damage to or loss of tangible personal property, either of which is caused by any willful misconduct of Sirius and in such case, the Damages, if any, to which Customer shall be entitled, shall be limited to...
CUSTOMER AGREEMENT

those directly attributable to physical bodily injury (including death), or to the lesser of the replacement cost or the cost of repair of such tangible personal property. In no event shall either party be entitled to Damages from the other party arising from damage to such party's intangible personal property.

4. Exclusive remedy. The indemnification provided for in Article III shall be the exclusive remedy in any action seeking Damages or any other form of monetary relief brought by any party to this Agreement against another party to this Agreement with respect to any provision of this Agreement or otherwise arising in connection with this Agreement (regardless of the basis of such claims); provided that nothing herein shall be construed to limit the right of a party, in a proper case, to seek injunctive relief for a breach of this Agreement.

5. Enforceability. THE INDEMNIFICATION, LIMITATION OF DAMAGES AND LIMITATION OF LIABILITY IN ARTICLE III OF THIS AGREEMENT SHALL BE ENFORCEABLE REGARDLESS OF WHETHER THE LIABILITY IS BASED ON PAST, PRESENT OR FUTURE ACTS, CLAIMS OR LEGAL REQUIREMENTS, AND REGARDLESS OF WHETHER ANY PERSON ALLEGES OR PROVES THE SOLE, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT, OR THE SOLE OR CONCURRENT STRICT LIABILITY IMPOSED ON THE PERSON FROM WHOM INDEMNIFICATION IS SOUGHT.

This Article III shall survive termination of this Agreement.

ARTICLE IV. MISCELLANEOUS TERMS AND CONDITIONS

1. Miscellaneous. Any change, modification or cancellation of any Purchase Order for Products or SOW requested by Customer after acceptance by Sirius may result in an additional charge to be paid to Sirius by Customer. Customer is responsible for any additional costs derived from a change in the system configuration prior to the installation of equipment ordered from Sirius. No Products shall be returned to Sirius by Customer after shipment without prior written approval from Sirius. If Sirius approves such return, a restocking charge may be assessed by Sirius to Customer. Said charge for rework, cancellation or restocking will not exceed the actual charge assessed by the manufacturer or vendor to Sirius.

2. Notices. All notices, requests, demands, and other communications hereunder and to each other employees of Sirius and any other party shall be written in English, unless otherwise expressly provided herein, shall be deemed to have been duly given upon delivery in person, by overnight courier or by certified or registered mail, return receipt requested, at the addresses set forth on the attached signature page.

3. Amendments and Waiver. This Agreement may only be amended, modified or waived by a written instrument executed by Customer and Sirius. With respect to Sirius, only the President and Vice Presidents of Sirius are authorized to execute, amend, modify or waive this Agreement or any provision hereof and no other employees of Sirius have any authority (express or implied) to bind Sirius or make any representations or warranties on its behalf regarding the Products and/or Services to be provided hereunder.

4. Termination. Either party may at any time terminate this Agreement upon thirty (30) days' prior written notice. Either party may immediately terminate this Agreement in the event that (i) the other party defaults in a material obligation under this Agreement and fails to cure such default after thirty (30) days written notice (or five (5) days with respect to a failure of Customer to timely pay any amounts due under an invoice) or (ii) the other party becomes insolvent, makes a general assignment for the benefit of creditors or becomes subject to any proceeding under any bankruptcy or insolvency laws. Customer shall pay for all Products sold hereunder and Services rendered by Sirius up to the effective date of termination within fifteen (15) days of such termination date.

5. Assignments and Parties in Interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall not be assigned by Customer without the prior written consent of Sirius, which will not be unreasonably withheld.

6. No Implied Rights or Remedies; Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to create any third party beneficiary rights.

7. Entire Agreement. Unless otherwise expressly agreed upon by the parties, in the event of any conflict between the terms set forth herein and any other document referenced herein, the terms set forth in this Agreement shall control. CUSTOMER EXPRESSLY WARRANTS, REPRESENTS AND ACKNOWLEDGES THAT NO PROMISE, AGREEMENT, REPRESENTATION OR STATEMENT HAS BEEN MADE TO CUSTOMER, OTHER THAN THOSE EXPRESSLY STATED IN WRITING IN THIS AGREEMENT, UPON WHICH CUSTOMER HAS RELIED IN ENTERING INTO THIS AGREEMENT, AND CUSTOMER EXPRESSLY WAIVES AND DISCLAIMS ANY CLAIMS AGAINST SIRIUS FOR FRAUD OR

FRUADULENT INDUCEMENT TO ENTER INTO THIS AGREEMENT IN RELIANCE UPON OR BASED UPON ANY OTHER PROMISES, AGREEMENTS, REPRESENTATIONS OR STATEMENTS.

8. Severability. If any part or provision of this Agreement is or shall be deemed violative of any applicable laws, rules or regulations, such legal invalidity shall not void this Agreement or affect the remaining terms and provisions of this Agreement, and this Agreement shall be construed and interpreted to comport with all such laws, rules or regulations to the maximum extent possible.

9. Intentionally Deleted in its Entirety.

10. Limited Time for Action. No action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

11. Force Majeure. Neither party shall be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of the party, including war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy or other acts of terrorism, failure or delays in transportation, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm, or other act of God, shortage of labor, fuel or raw materials or machinery or technical failures.

12. Intentionally Deleted in its Entirety.

13. Counterparts. This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered (which deliveries may be made by facsimile) shall be deemed to be an original, and all of which counterparts taken together shall constitute but one and the same instrument.

14. Independent Contractor; Non-Exclusivity. Under this Agreement, Sirius shall be an independent contractor. This Agreement shall not be construed as creating a partnership, joint venture, agency or employment relationship, or as granting a franchise under either federal or state law. This Agreement shall not preclude Sirius from selling Products and/or providing Services to others, which may result in, among other things, computer programming techniques, products and documentation that are competitive, whether or not such materials are similar to materials developed by Sirius pursuant to this Agreement or otherwise.

15. Agreement with Kansas Law. It is agreed by and between the parties that all disputes and matters whatsoever arising under, or with connection with or incident to this Agreement shall be litigated, if at all, in and before a Court located in the State of Kansas, U.S.A., to the exclusion of the Courts of any other state or country. All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

16. Termination Due to Lack of Funding Appropriation. Customer is subject to the Kansas Cash Basis Law, K.S.A., 19-11-1 et seq. If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriate to continue the function performed in this Agreement and for the payment of the charges hereunder, Customer may terminate this Agreement at the end of its current fiscal year. Customer agrees to give written notice of termination to Sirius at least thirty (30) days prior to the end of its current fiscal year. Sirius shall have the right, at the end of such fiscal year, to take possession of any of Sirius’s equipment, leased or otherwise, provided to Customer under this Agreement. Customer will pay to Sirius all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of such equipment. Upon termination of this Agreement by Customer, title to and possession of all equipment purchased by the Customer under this Agreement, but not fully paid for, shall revert to Sirius. The termination of this Agreement pursuant to this paragraph shall not cause any penalty to be charged to Customer or Sirius.

17. Disclaimer of Liability — Customer. Neither the County of Shawnee nor any department thereof shall hold harmless or indemnify Sirius or any contractor for any liability whatsoever.

18. Anti-Discrimination Clause. Sirius agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act. (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) "ADA" and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, age or in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that
CUSTOMER AGREEMENT

they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if Sirius is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that Sirius has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, this Agreement may be cancelled, terminated or suspended in whole or in part by Customer.

Parties to this Agreement understand that subsections (b) through (e) of this paragraph number 16 are not applicable to a contractor who employs fewer than four employees or whose contract with Customer totals $5,000 or less during the current fiscal year.

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

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

21. Representative’s Authority to Contract. By signing this Agreement, the representative of Sirius hereby represents that such person is duly authorized by Sirius to execute this Agreement on behalf of Sirius and that Sirius agrees to be bound by the provisions hereof.

22. Responsibility for Taxes. Customer shall not be responsible for, nor indemnify Sirius for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement.

23. Insurance. Customer shall not be required to purchase, any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require Customer to establish a “self-insurance” fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Sirius shall bear risk of any loss or damage to any personal property to which it holds title.
1. **TERM HEREBIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated;

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

3. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** Shawnee County is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 et seq. If, in the judgment of the Financial Administrator, Audit-Finance Office, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year. In the event this agreement is terminated pursuant to this paragraph, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the contractor.

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

5. **ANTI-DISCRIMINATION CLAUSE.** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-101 et seq.) and the Kansas Age Discrimination in Employment Act, (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission of access to or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out in K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract; (f) if the contracting agency determines that the contractor has violated applicable provisions of ADA, that violation shall constitute a breach of contract; (g) if (e) or (f) occurs, the contract may be cancelled, terminated or suspended in whole or in part by the County. Parties to this contract understand that subsections (b) through (e) of this paragraph number 5 are not applicable to a contractor who employs fewer than four employees or whose contract with the County totals $5,000 or less during this fiscal year.

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

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

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

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

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

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**VENDOR/CONTRACTOR:**

By: [Signature]

Title: [Title]

Date: 7/1/17

**BOARD OF COUNTY COMMISSIONERS**

SHAWNEE COUNTY, KANSAS

Robert E. Archer, Chair

Date: [Date]

**ATTEST:**

Cynthia A. Beck, Shawnee County Clerk
FINANCIAL REPORT
JUNE 30, 2014
SHAWNEE COUNTY, KANSAS
Total Revenue

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<th>CATEGORY</th>
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<th>BUDGET</th>
<th>2013 YTD</th>
<th>ACTUAL TO BUDGET</th>
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<td>3,418,274</td>
<td>3,308,103</td>
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<tr>
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<td>2,289,258</td>
<td>3,988,520</td>
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Property Taxes

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Property Related Fees

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Charges for Services

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Miscellaneous Revenue

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**Total Expenditures**

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<th>BUDGET</th>
<th>2013 YTD</th>
<th>ACTUAL TO BUDGET</th>
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<td>$1,411,531</td>
<td>$1,604,746</td>
<td>-$119,055</td>
</tr>
<tr>
<td>Operational Services</td>
<td>$6,977,510</td>
<td>$7,617,519</td>
<td>$7,997,467</td>
<td>-$640,010</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td><strong>$43,994,595</strong></td>
<td><strong>$45,562,043</strong></td>
<td><strong>$49,121,987</strong></td>
<td><strong>-$1,567,449</strong></td>
</tr>
</tbody>
</table>
Expenditures

Expenditures by Category

- Operational Services
- Debt Service
- Recreation & Culture
- Public Health & Human Services
- Public Works
- Public Safety, Judicial & Emergency Services

Expenditures by Category:

- Public Safety, Judicial & Emergency Services
- Operational Services
- Recreation & Culture
- Public Health & Human Services
- Public Works
- Debt Service

Sum of 2014 YTD
Sum of BUDGET
Sum of 2013 YTD