

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, OCTOBER 4, 2017

2:30 p.m. Work Session on various financing mechanisms to fund capital improvements.

4:00 p.m.

-Proclamation for "National 4-H Week"

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider acceptance of dedication of easements and rights-of-way associated with PF-17-00372, Final Plat for Southland Meadows No. 4, a one-lot subdivision on approximately 15 acres located in the northeast corner of the intersection of N 1200 and E 2100 Roads. Submitted by Derrick Bradstreet, property owner of record. (Mary Miller);
- (c) Consider approval of Acquisition of Easements for Construction Project No. 023 C-4857-01/2015-17 (Kevin Sontag);
- (d) Accept the 2016 Single Audit and the Schedule of Federal Awards (SEFA)- (Sarah Plinsky); and
- (e) Consider approval to waive the bidding process and accept the proposed cost of \$182,682 submitted by Pictometry International Corp for new oblique photography and Electronic Field Study software (Bryce Hirschman, Steve Miles, Jim Lawson).

REGULAR AGENDA

- (2) Explore Lawrence presentation (Andrea Johnson, Director of Marketing and Michael Davidson, Executive Director)-No backup
- (3) Authorize the County Administrator's Office to engage in the development and negotiation of a contract with the Lawrence Douglas County Housing Authority to design and construct up to ten (10) new permanent supportive housing units adjacent to the proposed Crisis Intervention Center. (Oury/Jolicoeur)
- (4) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- (c) **Board of Zoning Appeals (4) position 10/16**
- (d) **Building Code of Appeals Board (2) positions 12/16**
- (e) **Community Corrections Advisory Board (1) position resigned**
- (c) Public Comment
- (5) Adjourn

WEDNESDAY, OCTOBER 11, 2017

-2:30 p.m. Work Session – Update on Behavioral Health projects, strategies and partnerships. Work session will be led by Bob Tryanski, but with significant contributions from the five community partners involved: LMH, Bert Nash, Heartland, LDCHA and DCCCA.

-4:00

-Proclamation for "Domestic Violence Month" (Will Averill)

-Consideration of approval of the NRA cooperative agreement and County participation (Britt-Crum-Cano)

WEDNESDAY, OCTOBER 18, 2017

2:30 p.m. Work Session – Discuss oversight of Community Corrections.

WEDNESDAY, OCTOBER 25, 2017 - canceled

WEDNESDAY, NOVEMBER 1, 2017

2:30 p.m. Work Session – Review material from previous work sessions on the status of various capital projects and various financing mechanisms.

WEDNESDAY, NOVEMBER 8, 2017

WEDNESDAY, NOVEMBER 15, 2017 – light agenda

***Note:** The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and/or 6:00 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*



Office of the County Commission

P R O C L A M A T I O N

NATIONAL 4-H WEEK

OCTOBER 1-7, 2017

WHEREAS, 4-H youth across the nation are keeping it green by leading efforts to solve problems in their communities, raise awareness about environmental issues, and make a difference for their futures; and

WHEREAS, 4-H is one of the largest youth development organizations in Kansas and the largest in the nation with over six million young people; and

WHEREAS, 4-H in Douglas County, Kansas claims more than 400 members and more than 100 volunteers; and

WHEREAS, 4-H, as part of the Kansas State University Research and Extension, is a program where youth learn through opportunities that provide them hands-on experiences in 4-H's mission mandates of science, engineering and technology; healthy living and citizenship; and

WHEREAS, 4-H has connected youth and their communities with the innovative research and resources from our nation's 106 land-grant universities and colleges for more than 100 years.

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, proclaims the week of October 1-7, 2017, as

National 4-H Week in Douglas County

and urges the people of this community to take advantage of the opportunity to become more aware of this special program that enhances our young people's interests in their futures as part of Douglas County 4-H Youth Development and to join us in recognizing the unique partnership between our county and our state University System.

ADOPTED this 4th day of October, 2017.

*BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS*

Mike Gaughan, Chairman

Nancy Thellman

Michelle Derusseau

Memorandum

City of Lawrence

Planning & Development Services

TO: Board of County Commissioners

FROM: Mary Miller, Planning Staff

CC: Craig Weinaug, County Administrator

Date: September 26, 2017

RE: Rezoning of property within the final plat of Southland Meadows Addition No. 4

Background:

The subject property was included in a rezoning request, Z-7-17-89, in 1989 for 140 acres from A (Agricultural) to A-1 (Suburban Home Residential) District. This rezoning request was approved by the Board of County Commissioners on September 20, 1989 subject to the condition that the zoning would be in effect following the platting of the property.

The Southland Meadows Preliminary Plat was approved by the Planning Commission on November 15, 1989. Lots were platted as development was proposed with a nine-lot subdivision being approved in January of 1990, a three-lot subdivision on September 20, 1991 and a two-lot subdivision on July 24, 1996. No further development was proposed on the property until the subject plat was submitted.

The Planning Commission approved the final plat for the subject property, Southland Meadows Addition No. 4, on September 27, 2017 and forwarded it to the County Commission for acceptance of dedications of easements and right-of-way.

The rezoning condition which requires platting of the property prior to the zoning becoming effective is being met; therefore, a rezoning resolution has been prepared and is included with this plat.

Action Requested:

Sign the rezoning resolution making the approved A-1 zoning effective for the subject property, if the dedication of easements and right-of-way associated with the Final Plat of Southland Meadows Addition No. 4 are accepted.

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS RELATING TO AND AMENDING A REGULATED ZONING CLASSIFICATION FOR A TRACT OF LAND LOCATED WITHIN THE UNINCORPORATED TERRITORY OF DOUGLAS COUNTY, KANSAS.

WHEREAS, the Lawrence-Douglas County Planning Commission, after holding a public hearing on August 23, 1989, as required by and in accordance with, K.S.A. 12-757 and the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas*, recommended that the Board of County Commissioners change the zoning classification of the property set forth below when such property was platted, the nature and description of such change being fully set forth below; and

WHEREAS, on September 20, 1989, the Board of County Commissioners, of Douglas County, Kansas found that, for the purpose of promoting and protecting values throughout Douglas County, Kansas, or for any one or more other purposes, the Douglas County Zoning Regulations should be amended as recommended by the Lawrence-Douglas County Planning Commission by changing the zoning classification of the property set forth below when such property was platted; and

WHEREAS, as required by the Board, the applicant has now filed a plat for the property set forth below with the Douglas County Register of Deeds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, that pursuant to K.S.A. 12-757 and the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas*, the following change in zoning classification is made:

1. The zoning classification for the following described land is changed from A (Agricultural District) to A-1 (Suburban Home Residential District) for the property described on a recorded subdivision plat as follows:

Lot 1, Southland Meadows Addition No. 4

2. The Official Zoning District Map, incorporated into the *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas*, is hereby amended by showing and reflecting thereon the new zoning classification set forth in Section 1 of this Resolution.
3. This Resolution shall take effect and be in full force from and after its adoption by the Board of County Commissioners and publication once in the official County newspaper.

ADOPTED this _____ day of October, 2017.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chairman

ATTEST:

Nancy Thellman, Member

Jameson D. Shew, County Clerk

Michelle Derusseau, Member



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer
Kevin R. Sontag, P.S., County Surveyor

Date : September 29th, 2017

Re : Consent agenda
Acquisition of easements for construction project
Project No. 023 C-4857-01 / 2015-17

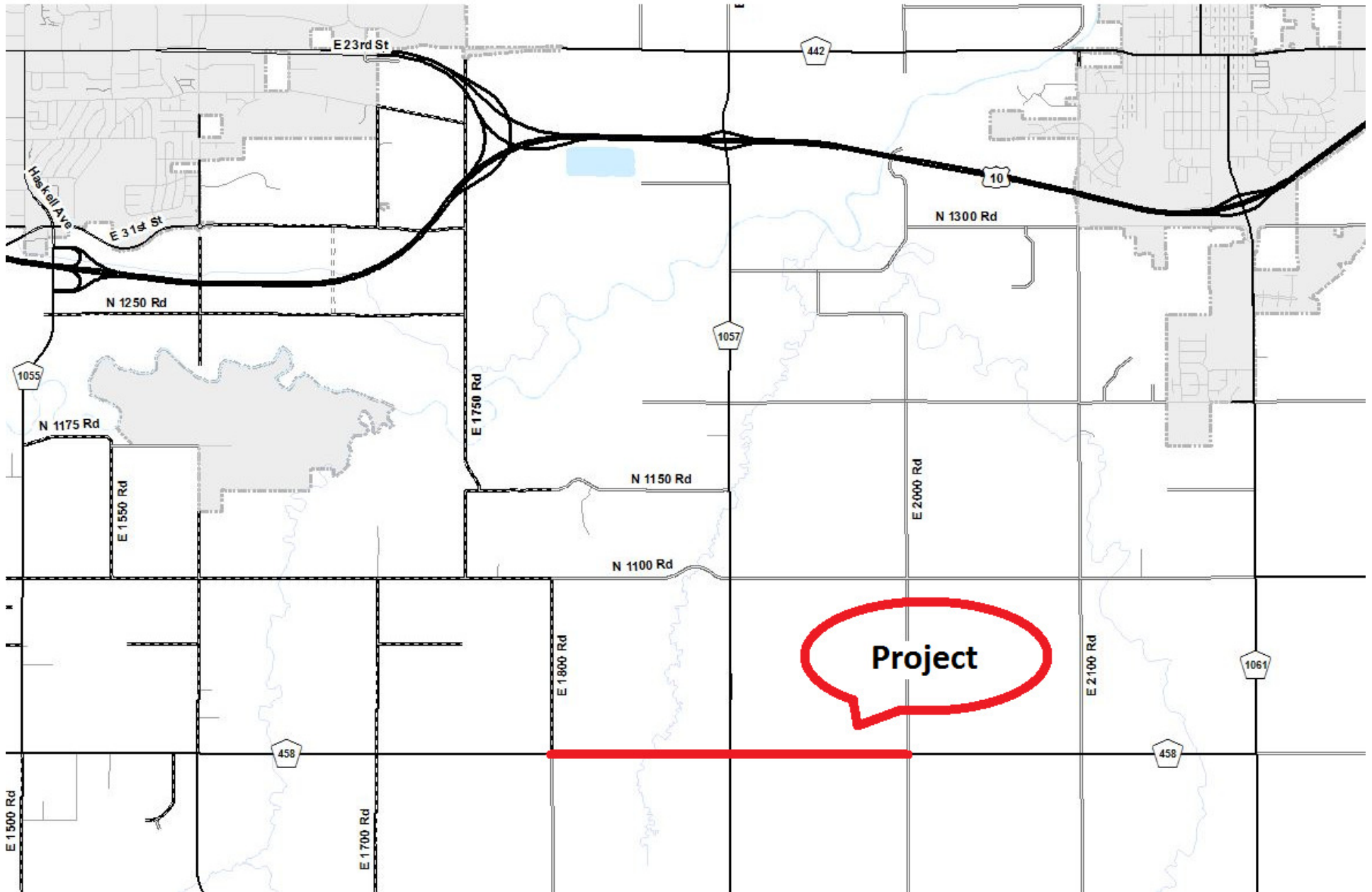
A project has been designed to replace drainage structures, to mill and overlay the road surface, and make roadside safety improvements on Route 458 from E 1800 Road to E 2000 Road. Plans were developed in-house and negotiations for permanent road easement and temporary construction easement, as well as reimbursement for fence removal and replacement, has been completed for 12 of the 19 affected landowners.

Construction is planned for 2018 with a KDOT bid letting in March 2018.

To ensure the proper completion of a necessary construction project, approval is recommended for the attached CONTRACTS FOR HIGHWAY PURPOSES.

ACTION REQUIRED: Consent agenda approval of CONTRACTS FOR HIGHWAY PURPOSES for Project No. 023 C-4857-01 / 2015-17.

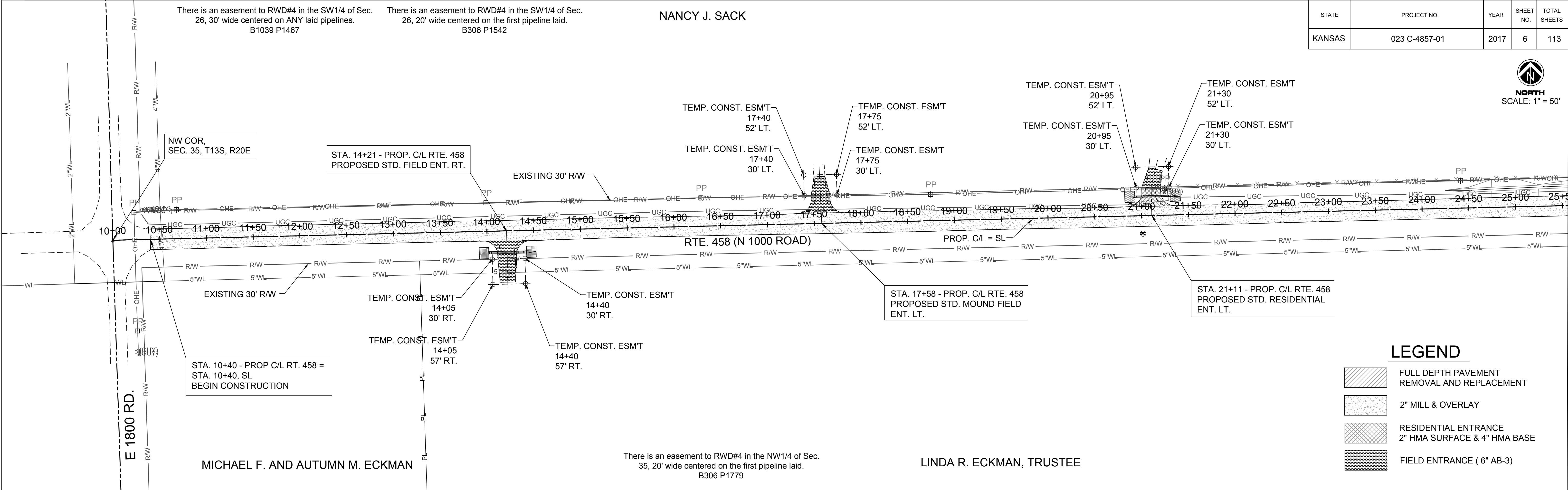
General Location Map for Project No. 023 C-4857-01 / 2015-17



STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	023 C-4857-01	2017	6	113

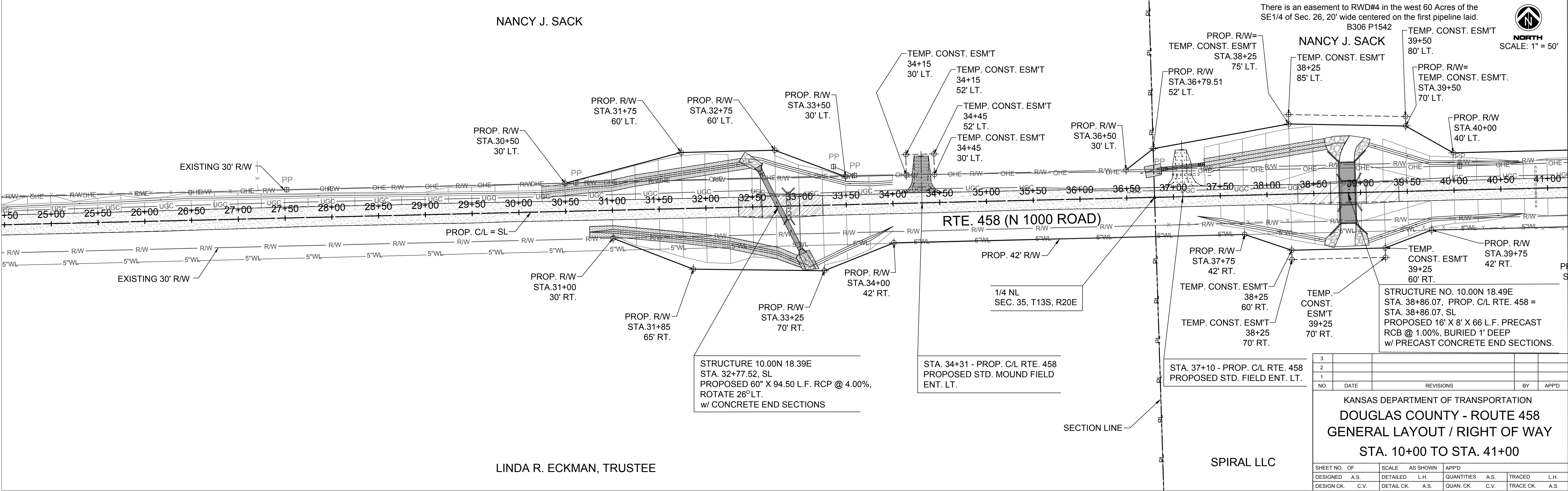


NORTH
SCALE: 1" = 50'



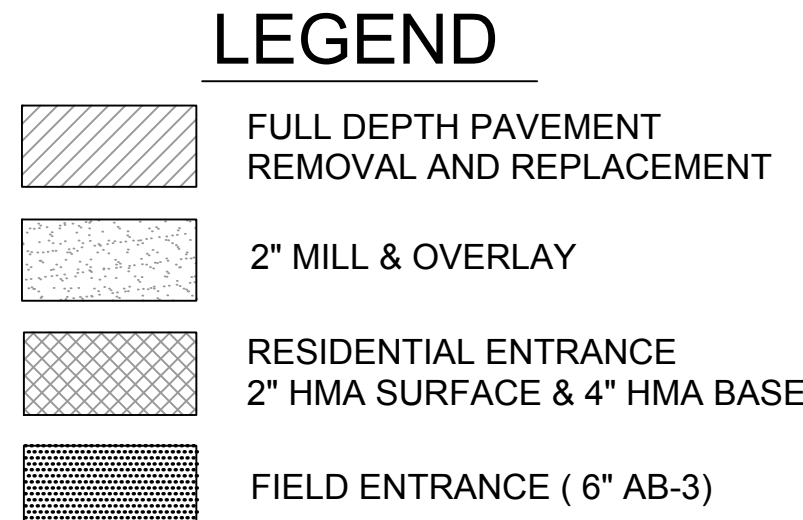
LEGEND

- FULL DEPTH PAVEMENT REMOVAL AND REPLACEMENT
- 2" MILL & OVERLAY
- RESIDENTIAL ENTRANCE 2" HMA SURFACE & 4" HMA BASE
- FIELD ENTRANCE (6" AB-3)



8/31/2017 12:26:16 PM jameasmith

STA. 77+06 - PROP. C/L RTE. 458
CONSTRUCT STD. RESIDENTIAL
ENT. RT.



STRUCTURE NO. 10.00N 19.43E
STA. 88+86.97 - PROP. C/L RT. 458
STA. 88+86.97, SL
PROPOSED 66" X 68.50 L.F. RCP @ 1.00%,
w/ CONCRETE END SECTIONS.

PAT
THRASHER,
TRUSTEE

ALAN J. & MARY J. HEIER

There is an easement to RWD#4 in the east 65 Acres of the S1/2 of the SE1/4 of Sec. 25, 20' wide centered on the first pipeline laid.
B306 P1544

MICHAEL W. & WILLY D. SNOW

STA. 90+02 - PROP. C/L RTE. 458
PROPOSED STD. RESIDENTIAL
ENT. RT.

STA. 93+00 - PROP. C/L RTE. 458
PROPOSED STD. MOUND RESIDENTIAL
ENT. RT.

TEMP. CONST. ESM'T-
96+25
55' | T

STA. 96+50.64 - PROP. C/L RTE. 458
PROPOSED STD. RESIDENTIAL
ENT. LT.

STA. 101+56 - PROP. C/L RTE. 458
CONSTRUCT STD. RESIDENTIAL
MOUND ENT. LT.

TEMP. CONST. ESM'T
96+75
55' LT.

PROP. R/W
STA.98+56.34
40' LT.

STA.98+56.31
30' LT.

TEMP. CONST. ESM'T-
101+25
75' LT.

TEMP. CONST. ESM'T.
TEMP. CONST. ESM'T
101+70

TEMP. CONST. ESM'T
102+00
30' LT. — EXISTING

TEMP. CONST. ESM'T-
92+35
30' LT.

1/4 NL 30' LT.
SEC. 36, T13S, R20E
PP

PROP. R/W= PL
STA.90+34.23
40.00' RT.

PROP. R/W=
TEMP. CONST. ESM'T= PL
STA.90+34.22
50.00' RT

STA. 92+55 - PROP. C/L RTE. 45
CONSTRUCT STD. MOUND
RESIDENTIAL ENT. IT.

TEMP. CONST. ESM'T
93+25
50' RT.

-PROP. R/W=
TEMP. CONST. ESM'T
93+25

PROP. R/W
STA.94+50
40' RT.

PROP. R/W
STA.94+75
62' RT.

PROP. R/W
STA.95+25
62' RT. There i

—PROP. R/W= PL
STA.95+74.65
51.41' RT

STRUCTURE NO. 10.00N 19.54E
STA. 95+08.39 - PROP. C/L RT. 458 =
STA. 95+08.39, SL
PROPOSED 66" X 68.50 L.F. RCP @ 1.63%,
w/ CONCRETE END SECTIONS.

STA. 101+60 - PROP. C/L RTE. 458
CONSTRUCT STD. MOUND FIELD
ENT. RT.

COMPTON FARMS LLC

PROP. R/W-
STA.106+35
60' RT

VERNON HADL

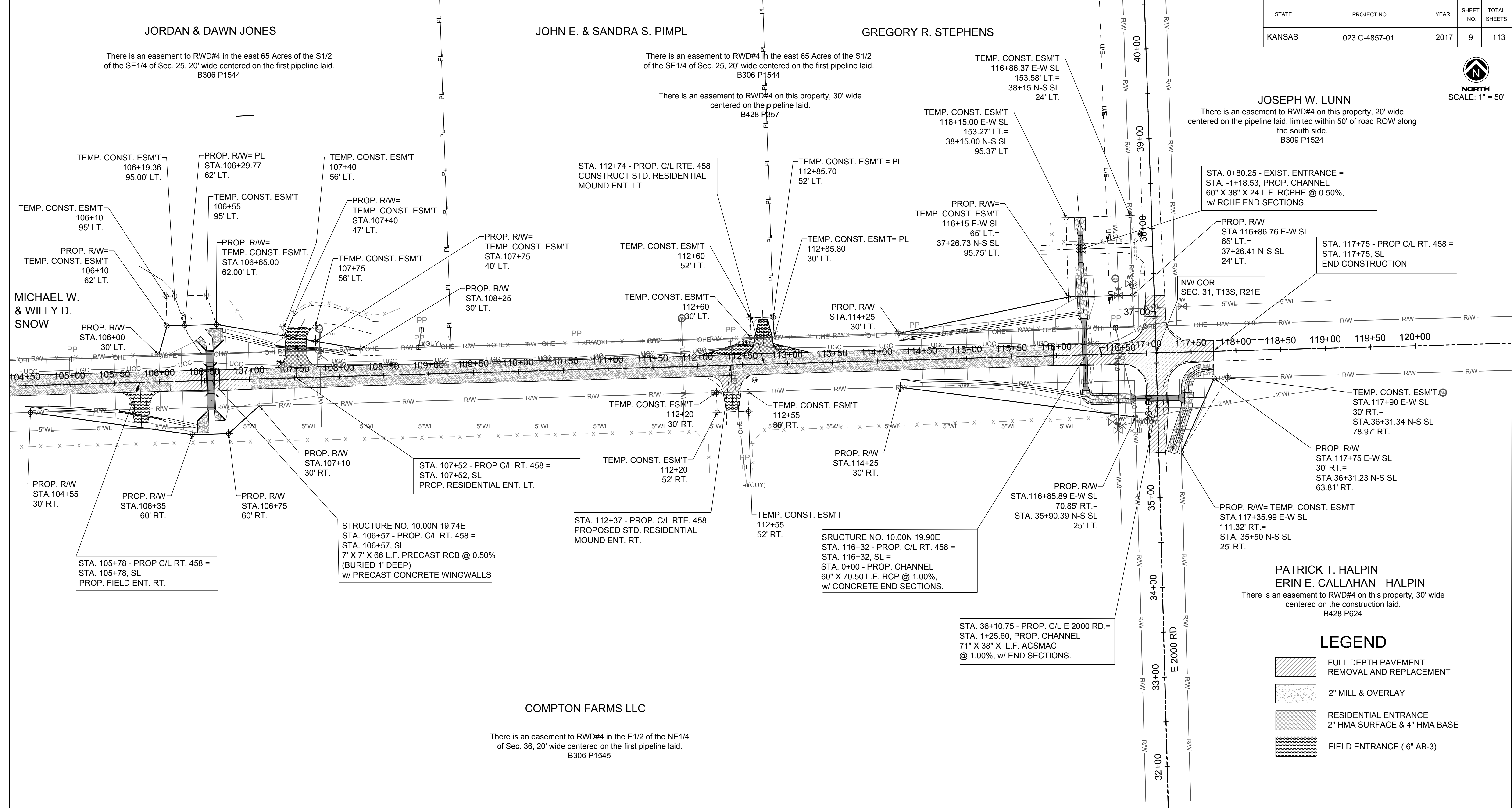
TRICIA M. & JOSHUA C. GORDEN

There is an easement to RWD#4 in the W1/2 of the NE1/4
of Sec. 36, 20' wide centered on the first pipeline laid.

COMPTON FARMS LLC


NORTH
SCALE: 1" = 50'

3								
2								
1								
NO.	DATE	REVISIONS				BY	APP'D	
KANSAS DEPARTMENT OF TRANSPORTATION DOUGLAS COUNTY - ROUTE 458 GENERAL LAYOUT/ RIGHT OF WAY STA. 73+00 TO STA. 105+00								
SHEET NO. OF		SCALE AS SHOWN		APP'D				
DESIGNED	A.S.	DETAILED	L.H.	QUANTITIES	A.S.	TRACED	L.H.	
DESIGN CK.	C.V.	DETAIL CK.	A.S.	QUAN. CK.	C.V.	TRACE CK.	A.S.	



STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	023 C-4857-01	2017	9	113



NORTH
SCALE: 1" = 50'

JOSEPH W. LUNN

There is an easement to RWD#4 on this property, 20' wide centered on the pipeline laid, limited within 50' of road ROW along the south side.
B309 P1524

STA. 0+80.25 - EXIST. ENTRANCE = STA. -1+18.53, PROP. CHANNEL 60" X 38" X 24 L.F. RCPHE @ 0.50%, w/ RCHE END SECTIONS.

PROP. R/W STA.116+86.76 E-W SL 65' LT.= 37+26.41 N-S SL 24' LT.

STA. 117+75 - PROP C/L RT. 458 = STA. 117+75, SL END CONSTRUCTION

NW COR. SEC. 31, T13S, R21E

TEMP. CONST. ESM'T STA.117+90 E-W SL 30' RT.= STA.36+31.34 N-S SL 78.97' RT.

PROP. R/W STA.117+75 E-W SL 30' RT.= STA.36+31.23 N-S SL 63.81' RT.

PROP. R/W= TEMP. CONST. ESM'T STA.117+35.99 E-W SL 111.32' RT.= STA. 35+50 N-S SL 25' RT.

PATRICK T. HALPIN

ERIN E. CALLAHAN - HALPIN

There is an easement to RWD#4 on this property, 30' wide centered on the construction laid.
B428 P624

LEGEND

- FULL DEPTH PAVEMENT REMOVAL AND REPLACEMENT
- 2" MILL & OVERLAY
- RESIDENTIAL ENTRANCE 2" HMA SURFACE & 4" HMA BASE
- FIELD ENTRANCE (6" AB-3)

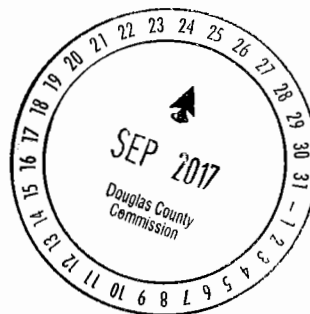
3					
2					
1					
NO.	DATE	REVISIONS	BY	APP'D	

KANSAS DEPARTMENT OF TRANSPORTATION
DOUGLAS COUNTY - ROUTE 458
GENERAL LAYOUT/ RIGHT OF WAY
STA. 105+00 TO STA. 117+75

SHEET NO.	OF	SCALE	AS SHOWN	APP'D					
DESIGNED	A.S.	DETAILED	L.H.	QUANTITIES	A.S.	TRACED	L.H.		
DESIGN CK.	C.V.	DETAIL CK.	A.S.	QUAN. CK.	C.V.	TRACE CK.	A.S.		



BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants



September 18, 2017

Board of Commissioners
Douglas County, Kansas
1100 Massachusetts Street
Lawrence, Kansas 66044

Attention: Members of the Board of Commissioners

Auditing standards generally accepted in the United States of America and Government Auditing Standards (GAS) require us to specifically communicate with the auditee, the individual(s) contracting for or requesting the audit services, and the audit committee information regarding the nature and extent of planned testing and reporting on compliance with laws and regulations and internal control over financial reporting.

To meet this communication requirement, we have provided you with the attached copy of our arrangement letter which was signed by Sarah Plinsky on August 9, 2017.

If you have any questions concerning the attached, please contact me at 785-234-3427.

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

Karen K. Linn
Managing Director

KKL:tls

3630 SW Burlingame Road, Topeka, Kansas 66611 | t: 785.234.3427 | toll-free: 800.530.5526 | f: 785.233.1768 | w: btandcccpa.com

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BERBERICH TRAHAN & CO., P.A.
Certified Public Accountants

January 24, 2017

RECEIVED

APR 11 2017

BT & CO

Board of Commissioners
Douglas County, Kansas
1100 Massachusetts St.
Lawrence, Kansas 66044

The Objective and Scope of the Audit of the SEFA

You have requested that we audit the federal awards of Douglas County, Kansas and the related municipal entities of the Douglas County Extension Council, the Lawrence-Douglas County Health Department, and the Douglas County Free Fair (collectively "the County"),

We will perform the audit of the federal awards of the County as of December 31, 2016, so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); "Government Auditing Standards" issued by the Comptroller General of the United States; and the provisions of the Single Audit Act, Uniform Guidance, and OMB's Compliance Supplement. Those standards, circulars, supplements, or guides require that we plan and perform the audit to obtain reasonable assurance about whether the schedule of expenditures of federal awards (SEFA) is free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the SEFA. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the SEFA, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the SEFA.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that is immaterial to the SEFA. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

BERBERICH TRAHAN & CO., P.A.

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T 785-234-3427 Toll Free 800-530-5526 F 785-233-1768

btandco.cpa.com

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McGladrey



Board of Commissioners
Douglas County, Kansas
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In making our risk assessments, we consider internal control relevant to the County's preparation and fair presentation of the SEFA in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the SEFA that we have identified during the audit.

We will also communicate to the governing board (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the SEFA that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our reports on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the SEFA in accordance with the regulatory basis of accounting which is a basis of accounting other than accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the SEFA that are free from material misstatement, whether due to fraud or error;
- c. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- d. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the SEFA. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others;
- e. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s); and



Board of Commissioners
Douglas County, Kansas
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f. To provide us with:

- (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the SEFA such as records, documentation, and other matters;
- (2) Additional information that we may request from management for the purpose of the audit;
- (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
- (4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
- (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

a. That management has fulfilled its responsibilities as set out in the terms of this letter; and

Management is responsible for identifying and ensuring that the County complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the SEFA or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, or others.

The governing board is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity.

Because Berberich Trahan & Co., P.A. will rely on the County and its management and governing board to discharge the foregoing responsibilities, the County holds harmless and releases Berberich Trahan & Co., P.A., its directors, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of the County's management which has caused, in any respect, Berberich Trahan & Co., P.A.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

The County's Records and Assistance

If circumstances arise relating to the condition of the County's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the SEFA because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.



Board of Commissioners
Douglas County, Kansas
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During the course of our engagement, we may accumulate records containing data that should be reflected in the County's books and records. The County will determine that all such data, if necessary, will be so reflected. Accordingly, the County will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by County personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with County personnel. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you have requested us to perform certain non-audit services necessary for the preparation of the SEFA, including assisting with the Federal Audit Clearinghouse submission. The independence standards of the "Government Auditing Standards" (GAS) issued by the Comptroller General of the United States require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the County, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit service to be performed. The County has agreed that Sarah Plinsky, Assistant County Administrator, possesses suitable skill, knowledge, or experience and that the individual understands the non-audit services to be performed sufficiently to oversee them. Accordingly, the management of the County agrees to the following:

1. The County has designated Sarah Plinsky, Assistant County Administrator, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the services.
2. Sarah Plinsky will assume all management responsibilities for subject matter and scope of the non-audit services listed above.
3. The County will evaluate the adequacy and results of the services performed.
4. The County accepts responsibility for the results and ultimate use of the services.

GAS further requires we establish an understanding with the management (and those charged with governance) of the County of the objectives of the non-audit service, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the non-audit service. We believe this letter documents that understanding.

Other Relevant Information

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.



Board of Commissioners
Douglas County, Kansas
Page 5

RSM US LLP will be available to support Berberich Trahan & Co., P.A. by rendering services related to the performance of the engagement. If a situation occurs in connection with the proposed engagement for which we would request the services of RSM US LLP, we will notify you and obtain permission from you before giving access to your records. We will maintain supervision, control and ultimate responsibility for the performance of this engagement.

Berberich Trahan & Co., P.A. is independently owned and operated and assumes full responsibility for the quality of service delivered to our clients. We are responsible for our own client fee arrangements and maintenance of our client relationships.

RSM US Alliance provides its members with access to resources of RSM US LLP. RSM US Alliance member firms are separate and independent businesses and legal entities that are responsible for their own acts and omissions, and each are separate and independent from RSM US LLP. RSM US LLP is the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. Members of RSM US Alliance have access to RSM International resources through RSM US LLP but are not member firms of RSM US LLP and RSM International. RSM, the RSM logo and RSM US ALLIANCE are trademarks of RSM International Association or RSM US. The services and products provided by RSM US Alliance are proprietary to RSM US LLP.

In accordance with Government Auditing Standards, a copy of our most recent peer review report is enclosed for your information.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from County personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. We propose that our fee for this audit engagement, which includes out-of-pocket expenses, will be \$ 10,482. Should there be more than two major programs, we anticipate additional fees ranging from \$ 3,000 - \$ 4,000 for each program, depending on the complexity of the grant. The quoted fee for the year ended December 31, 2016 will be the maximum for the work described in this letter unless the scope of the engagement is changed, the assistance which the County has agreed to furnish is not provided, or unexpected conditions are encountered. No changes will be made in the maximum agreed to amount without discussion with you regarding the proposed change. All other provisions of this letter will survive any fee adjustment. No changes will be made to the fee without discussion with you regarding the proposed change. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.



Board of Commissioners
Douglas County, Kansas
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In the event we are requested or authorized by the County or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the County, the County will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Berberich Trahan & Co., P.A. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Berberich Trahan & Co., P.A. audit personnel and at a location designated by our Firm.

Claim Resolution

The County and Berberich Trahan & Co., P.A. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by Berberich Trahan & Co., P.A. or the date of this arrangement letter if no report has been issued. The County waives any claim for punitive damages. Berberich Trahan & Co., P.A.'s liability for all claims, damages and costs of the County arising from this engagement is limited to the amount of fees paid by the County to Berberich Trahan & Co., P.A. for the services rendered under this arrangement letter.

If any dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

The County and Berberich Trahan & Co., P.A. both agree that any dispute over fees charged by Berberich Trahan & Co., P.A. to the County will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by Berberich Trahan & Co., P.A., each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Reporting

We will issue a written report upon completion of our audit of the County's SEFA. Our report will be addressed to the governing board of the County. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.



Board of Commissioners
Douglas County, Kansas
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We will issue the following types of reports:

- A report on the fairness of the presentation of the County's schedule of expenditures of federal awards for the year ending December 31, 2016.
- Reports on internal control related to the financial statements, and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance which could have a material effect on the financial statements and any noncompliance which could have a material effect, as defined by Uniform Guidance, on each major program.
- A schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between Berberich Trahan & Co., P.A. and the County, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the enclosed copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the SEFA including our respective responsibilities.

Very truly yours,

BERBERICH TRAHAN & CO., P.A.

Karen K. Linn
Managing Director

KKL:tls
Enclosures

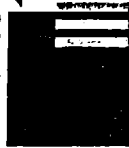
Confirmed on behalf of the County:

Board of Commissioners

8-9-17
Date

A signed copy of this arrangement letter will be forwarded to the following pursuant to *Government Auditing Standards* Amendment No. 2, "Auditor Communication."

Sarah Plinsky, Assistant County Administrator



System Review Report

October 24, 2014

To the Directors of
Berberich Trahan & Co., P.A.
and the Peer Review Committee of the Kansas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Berberich Trahan & Co., P.A. (the "Firm") in effect for the year ended June 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Berberich Trahan & Co., P.A. in effect for the year ended June 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Berberich Trahan & Co., P.A. has received a peer review rating of *pass*.

Brown Smith Wallace, LLC

Brown Smith Wallace, LLC

MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Steven Miles, RMA, County Appraiser

SUBJECT: Consider Acquisition of Oblique Photography and Software

DATE: September 11, 2017

In 2006, Douglas County acquired oblique photography of 60 sections of the county, which covers 73% of the parcels, and Electronic Field Study (EFS) software to utilize the data. The use of this technology was extended in 2009 and expanded to 132 sections of the county. This allowed coverage in the most populous areas of the county. The Appraiser's Office has used the oblique photography to do in-house field checks. Oblique photography has allowed the field staff to measure buildings and determine the area without leaving the office. An additional benefit of the oblique photography is the utilization by law enforcement, fire services and emergency preparedness during tactical situations. Our license allows us to make this available to any department that may want to use it.

Oblique photography differs from the aerial Ortho photography that is used in GIS. Ortho photography provides a bird's eye view of the property looking down (item 1A), and oblique photography gives an angular view at approximately 40 degrees and represents a 360 degree view (item 1B) around each building.

The Director of the Property Valuation Division of the Kansas Department of Revenue has approved the use of this technology to replace the actual property visit when applicable. However, the approval requires new photography every two years to continue using this option of maintenance.

This project has proven very successful and beneficial to the county. It has allowed staff to be more productive by cutting down their trips to the field and has provided another tool to law enforcement and safety agencies to help keep everyone safe. Without this tool, the appraiser's office would need to add at least two (2) additional staff members to meet the required property review requirements. I estimate that there would be a cost savings of approximately \$264,420.00 over the life of the contract (See attached table).

We would like to continue this project and acquire new oblique photography covering 135 sectors, which represents 86% of the parcels in Douglas County. The area primarily covers the City of Lawrence, City of Eudora, City of Lecompton, and Baldwin City. The software is proprietary and can only be purchased through Pictometry International Corporation. We have the funds available through the Technology Fund (Fund 60272200) to purchase new oblique photography and EFS software. The proposed cost: \$182,682.00 over a six year period as submitted by Pictometry International Corporation. This is broken into annual payments as follows:

• First year & second year	\$30,447.00/yr.	Total	\$60,894.00
• Third year & fourth year	\$30,447.00/yr.	Total	\$60,894.00
• Fifth year & sixth year	\$30,447.00/yr.	Total	\$60,894.00

The products and services include the oblique photography and software, as well as the following:

- Two end user orientation/training sessions of up to 50 authorized users
- One Advanced User Technical Training session
- One Administration/IT Training Session
- Telephone support
- Disaster coverage which provides new aerals at no cost (each incident) for up to 200 square miles for tornados (F4 and above), terrorist acts, earthquake (6.0 or greater).
- Maintenance and support for self- hosted web data
- 6 years of maintenance and support
- 3 Flight captures (1 every two years)

Contracting for 3 flights over 6 years is an economical means of guaranteeing the consistency of the imagery which allows another facet of use, change analysis, to be most effective. This provides a means of comparing previous imagery to more current imagery to quickly and easily determine changes to properties such as additions or subtraction (demolition). Pictometry International Corp. has provided a discount for this longer term of approximately 10% or about \$18,268.00 over contracting for 3 separate flights (2 year contracts) over that same period.

Jim Lawson, Bryce Hirschman, and I will be available at the commission meeting to answer any questions you may have.

RECOMMENDATION: The Board of County Commissioners waive the formal bidding process as this company is the sole source of this proprietary product, authorize a six year contract and accept the proposed cost of \$182,682.00 submitted by Pictometry International Corp. for new oblique photography and Electronic Field Study software.

Ortho photography is taken looking down on the subject. Often referred to as a bird's eye view.



Top view of Douglas County Courthouse
(ITEM 1A)

Oblique photography is taken at an angle, usually around 40 degrees



East view of Douglas County Courthouse
(ITEM 1B)

COST COMPARISON: Pictometry imagery vs staff			
Cost over 6 year period			
	Appraiser II	Pictometry	
Annual base wage	\$36,338	\$60,894	
Assume 1% market adjustment per yr.	\$36,701		
	\$37,068	\$60,894	
	\$37,439		
	\$37,813	\$60,894	
	\$38,192		
Total	\$223,551	\$182,682	
	X 2 employees		
	\$447,102		
Cost difference	\$264,420		
It would require 2 additional staff members to physically review the same number of parcels. Appraiser II salary does not include benefits costs.			

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
DOUGLAS COUNTY, KS ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Section D: Douglas County Contractual Provisions Attachment

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Douglas County Contractual Provisions Attachment, Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
1100 Massachusetts St.	25 Methodist Hill Drive
Lawrence, KS 66044	Rochester, NY 14623
Attn: Bryce Hirschman, GIS Coordinator	Attn: Contract Administration
Phone: (785) 832-5190 Fax: (785) 841-0021	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement

shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
DOUGLAS COUNTY, KS	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE):

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
25 Methodist Hill Drive
Rochester, NY 14623

ORDER #
C1070938

BILL TO

Douglas County, KS
Bryce Hirschman, GIS Coordinator
1100 Massachusetts St.
Lawrence, KS 66044
(785) 832-5190
bhirschman@douglas-county.com

SHIP TO

Douglas County, KS
Bryce Hirschman, GIS Coordinator
1100 Massachusetts St.
Lawrence, KS 66044
(785) 832-5190
bhirschman@douglas-county.com

CUSTOMER ID

A118481

SALES REP

jball

FREQUENCY OF PROJECT

Biennial

FIRST PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
135	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10%)	\$54,675.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Years Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$4,400.00		\$4,400.00
135	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,350.00
135	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$270.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Pictometry Connect - Early Access	Pictometry Connect - Early Access provides authorized users the ability to login and access imagery captured as	\$10,000.00	\$0.00 (100%)	\$0.00

		part of a specific Project immediately following preliminary processing and quality control checks and prior to final processing of the imagery from the Project. Imagery will be posted to Pictometry Connect - Early Access incrementally as captured and processed, typically within two weeks following capture, and will remain available until final, fully processed imagery for the entire Project is made available through other access means. This offering requires purchase of imagery Project and an active Pictometry Connect Account. Applicable Terms and Conditions: Online Services General Terms and Conditions			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL - FIRST PROJECT					\$60,894.00

SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
135	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10%)	\$54,675.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Years Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$4,400.00		\$4,400.00
135	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,350.00
135	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$270.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an	\$0.00		\$0.00

		emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form			
1	Pictometry Connect - Early Access	Pictometry Connect - Early Access provides authorized users the ability to login and access imagery captured as part of a specific Project immediately following preliminary processing and quality control checks and prior to final processing of the imagery from the Project. Imagery will be posted to Pictometry Connect - Early Access incrementally as captured and processed, typically within two weeks following capture, and will remain available until final, fully processed imagery for the entire Project is made available through other access means. This offering requires purchase of imagery Project and an active Pictometry Connect Account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
SUBTOTAL - SECOND PROJECT					\$60,894.00

THIRD PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
135	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$450.00	\$405.00 (10%)	\$54,675.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Years Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$4,400.00		\$4,400.00
135	Tiles - Standard (3in GSD; JPG format) Per Sector	Available with corresponding 3" GSD imagery purchase. 3-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$10.00 (50%)	\$1,350.00
135	Mosaic - Area Wide (3in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 3-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$270.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00

		Applicable Terms and Conditions: Software License Agreement			
1	Pictometry Connect - Early Access	Pictometry Connect - Early Access provides authorized users the ability to login and access imagery captured as part of a specific Project immediately following preliminary processing and quality control checks and prior to final processing of the imagery from the Project. Imagery will be posted to Pictometry Connect - Early Access incrementally as captured and processed, typically within two weeks following capture, and will remain available until final, fully processed imagery for the entire Project is made available through other access means. This offering requires purchase of imagery Project and an active Pictometry Connect Account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
SUBTOTAL - THIRD PROJECT					\$60,894.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$182,682.00
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¹Amount per product = ((1-Discount %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$7,612.00
Due at Initial Shipment of Imagery	\$22,835.00
Due at First Anniversary of Shipment of Imagery	\$30,447.00
Total Payments	\$60,894.00

SECOND PROJECT

Due at Initial Shipment of Imagery	\$30,447.00
Due at First Anniversary of Shipment of Imagery	\$30,447.00
Total Payments	\$60,894.00

THIRD PROJECT

Due at Initial Shipment of Imagery	\$30,447.00
Due at First Anniversary of Shipment of Imagery	\$30,447.00
Total Payments	\$60,894.00

PRODUCT PARAMETERS

FIRST PROJECT IMAGERY

Product:	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source:	Public Avail - NED/USGS/GeoBase
Leaf:	Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Bryce Hirschman
Admin User Email: bhirschman@douglas-county.com
Geofence: KS Douglas

SECOND PROJECT IMAGERY

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Public Avail - NED/USGS/GeoBase
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Bryce Hirschman
Admin User Email: bhirschman@douglas-county.com
Geofence: KS Douglas

THIRD PROJECT IMAGERY

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Elevation Source: Public Avail - NED/USGS/GeoBase
Leaf: Leaf Off: Less than 30% leaf cover

CONNECT

Product: Pictometry Connect - CA - 50
Admin User Name: Bryce Hirschman
Admin User Email: bhirschman@douglas-county.com
Geofence: KS Douglas

STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

A. Disaster Coverage Imagery at No Additional Charge—Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
- ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
- ☐ **Terrorist:** areas affected by damage from terrorist attack.
- ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.

- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry's DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

SECTION B

LICENSE TERMS

PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
- (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

PICTOMETRY SOFTWARE LICENSE AGREEMENT

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- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms "Eligible User" and "Eligible Users" as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each "Authorized User" as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Kansas, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Kansas in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for the Second Project or the Third Project, as defined herein, and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the project for which funds have not been appropriated;
 - b. This Agreement shall remain in full force and effect, however commencement of the project for which funds have not been appropriated shall be deemed postponed until such time as funds for such project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.
4. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, the provisions found in the Douglas County Contractual Provisions Attachment (Revised April 2006), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof. Provided, however, that if section 3 of the Douglas County Contractual Provisions Attachment conflicts with section 3 of this Section C Non-Standard Terms and Conditions (immediately above), section 3 of this Section C Non-Standard Terms and Conditions will take precedence. To the extent those two sections are not in conflict, they will both be given effect.
5. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, Customer may terminate this Agreement as follows. In the event of a material breach of this Agreement by Pictometry, Customer will provide written notice of the breach to Pictometry, specifying the reason(s) for the breach. Pictometry will thereafter have 20 days, or such additional period of time as the parties agree in writing, to cure the breach. If the breach remains uncured after the applicable time period has expired, Customer may terminate the Agreement by giving written notice to Pictometry, and thereafter Customer shall have no further obligation or liability to Pictometry, except to pay actual charges due and owing for conforming goods and services provided prior to the date of termination. If charges have been incurred or paid in advance, they will be prorated to the date of termination and any advance payment will be refunded to Customer within 30 days of termination.
6. Notwithstanding anything to the contrary set forth elsewhere in this Agreement, if mandated by law, 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.

[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTION D

DOUGLAS COUNTY CONTRACTUAL PROVISIONS ATTACHMENT

Important: This Attachment contains contract provisions to attach to or incorporate of any contract entered into by Douglas County or any of its agencies, offices, or departments (unless the contract is prepared by Douglas County and the terms hereof are already included). If it is attached to a separate contract, then that contract shall be altered to contain the following provision:

"The Provisions found in Douglas County Contractual Provisions Attachment (Revised April-2006), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof:

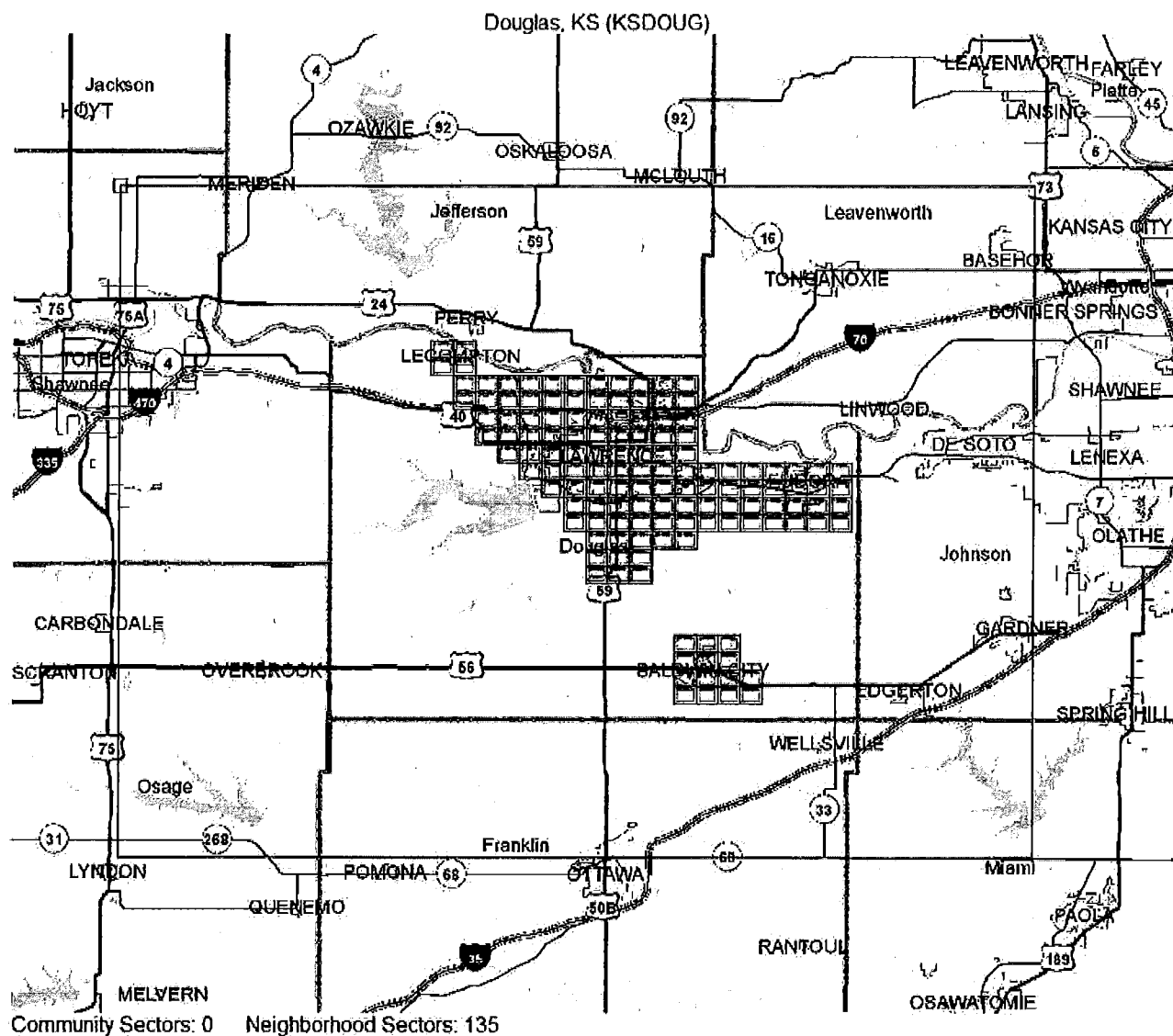
1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. As used herein, the term "Douglas County" shall refer to Douglas County and any of its agencies, offices, and departments entering into the contract.
2. **Agreement With Kansas Law:** 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:** If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Douglas County may terminate this agreement at the end of its current fiscal year. Douglas County agrees to give written notice of termination to vendor/contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Vendor/contractor shall have the right, at the end of such fiscal year, to take possession of any unpaid equipment provided Douglas County under the contract. Douglas County will pay to the vendor/contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by Douglas County, title to any such unpaid equipment shall revert to vendor/contractor at the end of Douglas County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to Douglas County or the vendor/contractor.
4. **Disclaimer Of Liability:** Douglas County shall not hold harmless or indemnify any vendor/contractor beyond that liability under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The vendor/contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the vendor/contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Douglas County; (f) if it is determined that the vendor/contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by Douglas County.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a vendor/contractor who employs fewer than four employees during the term of such contract or whose contracts with Douglas County cumulatively total \$5,000 or less during the fiscal year of Douglas County.

6. **Arbitration, Payment Due, Interest, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find Douglas County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Payment from Douglas County to vendor/contractor shall not be due sooner than 30 days after the delivery of an invoice from vendor/contractor to Douglas County. Further, Douglas County does not agree to pay attorney fees or late payment charges beyond those available under K.S.A. 16-201, 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.
7. **Representative's Authority To Contract:** By signing this contract, the representative of the vendor/contractor hereby represents that such person is duly authorized by the vendor/contractor to execute this contract on behalf of the vendor/contractor and that the vendor/contractor agrees to be bound by the provisions thereof.
8. **Responsibility For Taxes:** Douglas County shall not be responsible for, nor indemnify vendor/contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

Revised April-2006

SECTOR MAP(S)





DOUGLAS COUNTY ADMINISTRATOR

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5328 Fax (785) 832-5148
cweinaug@douglaskountyks.org

G. Craig Weinaug
County Administrator

MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: Lawrence Douglas County Housing Authority permanent supportive housing development and construction

DATE: October 4, 2017

On September 27, 2017 the Board of County Commissioners received a presentation by Shannon Oury, Executive Director of the Lawrence Douglas County Housing Authority (LDCHA) regarding plans to develop and construct permanent supportive housing project adjacent to the proposed "Crisis Intervention Center".

As discussed in the past week's presentation, the proposed project presumed the construction of up to ten units, comprised of single occupancy cottages which could be attached or semi-detached. These units would be available to both men and women with a severe and persistent mental illness, who would receive onsite support services from a property manager employed by LDCHA. In addition, clients would receive program and support services, and assessments, related to mental health, substance abuse, education, life skills, and transportation with community agencies including, but not limited to Bert Nash Community Mental Health Center and DCCCA.

The costs associated with the design and construction of this project would be assumed by Douglas County, and upon completion would be purchased in full by LDCHA utilizing LDCHA reserve funding held by U.S. Department of Housing and Urban Development (HUD). Ownership and ongoing operations would be maintained by LDCHA, including maintenance, supplies, administration, leasing and utilities. The amount the LDCHA will be able to pay for the project is subject to the Total Development Cost limit for the area as adopted by HUD.

The LDCHA is required to receive prior approval of this project from HUD and the City of Lawrence.

It is important to note that per Section III of the 2000 joint county and city resolution authorizing LDCHA, "all real property owned by the Authority or any not-for-profit organization under authority of this resolution shall be titled to the City of Lawrence, Kansas." In accordance with this resolution, conversations with the City of Lawrence will be crucial moving forward with this project and important for the BOC to consider. In addition, a crucial element of this work is determining the location for this project as it relates to the larger proposed "Intervention and Recovery Campus" and the need to develop a site plan that identifies the appropriate location for

this project in relation to the additional housing, service and program facilities that are currently being considered and developed with stakeholders.

Upon receiving the BOC's approval to move forward in the development and negotiation of a contract to define and advance this project further, LDCHA will continue to take a leadership role in this project, determining the key stakeholders from Bert Nash, City of Lawrence, Douglas County, DCCCA and perhaps others. These stakeholders will provide support to LDCHA and Douglas County in further defining the scope of this project and design of the housing units to best meet the needs of the special population that will be served by this project, while adhering to the relevant requirements set forth by HUD.

The following motion is recommended to approve these items: ***“Authorize the County Administrator’s Office to engage in the development and negotiation of a contract with the Lawrence Douglas County Housing Authority to design and construct up to ten (10) new permanent supportive housing units adjacent to the proposed Crisis Intervention Center.”***