

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, FEBRUARY 14, 2018

4:00 p.m.

CONSENT AGENDA:

- (1) (a) Consider approval of Commission Orders;
- (b) Consider authorization to renew pavement markings contract (Keith Browning);
- (c) Consider approval of 2018 Tow Service Provider Agreements (Jill Jolicoeur); and
- (d) Consider approval of Annual Noxious Weed Management Plan and Eradication Progress Report (Keith Browning)

REGULAR AGENDA:

- (2) Approve Application and Data Hosting Agreement by and between Johnson County, Kansas, and Douglas County, Kansas (Jill Jolicoeur);
- (3) Report from executive director of Peaslee Center (Kevin Kelley)-No backup
- (4) E-Community update (Jill Jolicoeur)
- (5) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- (c) **Board of Zoning Appeals (1) positions 10/17**
- (d) **Building Code of Appeals Board (2) positions 12/16**
- (e) **Community Corrections Advisory Board (1) position**
- (f) **Senior Services Board of Directors (3) positions**
- (g) **JAAA Advisory Council (1) position**
- (c) Public Comment
- (d) Miscellaneous
- (6) Adjourn

WEDNESDAY, FEBRUARY 21, 2018

4:00 p.m.

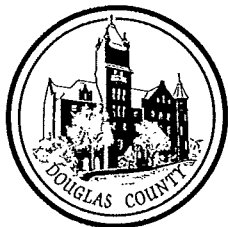
- Hearing regarding the initiated process to vacate a portion of an alley in the town site of Vinland lying south of Lots 16 and 17 and north of Lots 18 and 19 (Kevin Sontag)
- Consider approval of a contract with the Housing Authority to construct 8-10 permanent supportive housing units on the Behavioral Health Campus (Jill Jolicoeur)

WEDNESDAY, FEBRUARY 28, 2018-light or canceled

WEDNESDAY, APRIL 4, 2018

- Proclamation for Recognition for National Service Day and recognizing AmeriCorps members (Linda Brandenburger)

***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.*



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 *KAB*

Date : February 6, 2018

Re : Consent Agenda authorization to renew pavement markings contract

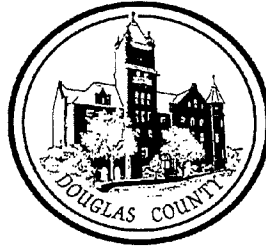
This department contracts for supplying materials and painting pavement markings on county maintained roads. Pavement markings typically need repainting annually. The BOCC executed a contract in 2017 for pavement marking services, and the contract is renewable through 2021. Douglas County determines whether to renew the contract following the contractor's submittal of prices each year.

Our current contract is with Midwest Striping, Inc. from Grand Island, Nebraska. We have been extremely pleased with the quality of work and the responsiveness and cooperation from this contractor. This contractor provides excellent service at a reasonable cost. Midwest Striping has submitted their prices for 2018 (see attached). The paint material costs have increased 2.4% (yellow paint) and 3.3% (white paint). The application costs for centerline and edge striping and the costs for application of pavement marking symbols have not increased. The total contract bid amount has increased 3.0% from 2017 to 2018.

The increase is due in part to including additional preformed thermoplastic (in lieu of paint) pavement markings for railroad crossing symbols. These painted symbols have not lasted as long as desired. The preformed thermoplastic would ensure increased visibility for safety, and the symbols should remain visible for an anticipated five-year period.

The total contract amount is \$178,792.23. Road & Bridge Fund 201 has \$187,500 allocated for pavement markings in 2018. We fully anticipate holding the final cost of pavement markings at or below the contract amount.

Action Required: Consent Agenda authorization for the Public Works Director to renew the contract with Midwest Striping, Inc. for 2018 pavement markings in the amount of \$178,792.23.



DOUGLAS COUNTY, KANSAS
PROJECT NO. 2018-07
RENEWAL BID # 17-F-0001
TYPE OF WORK: TRAFFIC MARKING
ITEM: REVISED UNIT PRICES FOR 2018 MAINTENANCE SEASON
DATE : FEBRUARY 2, 2018

ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QUANTITY	2017 UNIT PRICE	2017 AMOUNT	APPROX. QUANTITY	2018 UNIT PRICE	2018 AMOUNT
1	Application of Painting Materials (White/Yellow) (4")	Gal.	10,904	\$4.50	\$49,068.00	10,904	\$4.50	\$49,068.00
2	Material Cost (Paint) (Yellow)	Gal.	4,289	\$10.76	\$46,149.64	4,289	\$11.02	\$47,264.78
3	Material Cost (Paint) (White)	Gal.	6,615	\$10.76	\$71,177.40	6,615	\$11.12	\$73,558.80
4	Pavement Marking (Paint) (White) (18")	L.F.	208	\$0.15	\$31.20	208	\$0.15	\$31.20
5	Pavement Marking (Paint) (White) (24")	L.F.	376	\$0.20	\$75.20	376	\$0.20	\$75.20
6	Pavement Marking (Paint) (Yellow) (18")	L.F.	907	\$0.15	\$136.05	907	\$0.15	\$136.05
7	Dashed Lines (Paint) (Yellow/White)	L.F.	982	\$0.10	\$98.20	982	\$0.10	\$98.20
8	Pavement Marking Symbol (Paint) (White) (Turn Arrow, Lt-Rt.)	Ea.	99	\$10.00	\$990.00	99	\$10.00	\$990.00
9	Pavement Marking Symbol (Paint) (White) (Combination Arrow)	Ea.	3	\$10.00	\$30.00	3	\$10.00	\$30.00
10	Pavement Marking Symbol (Paint) (White) (RR X-ing)	Ea.	8	\$45.00	\$360.00	9	\$45.00	\$405.00
11	Removal of Existing Pavement Marking	L.F.	1	\$50.00	\$50.00	1	\$50.00	\$50.00
12	Removal of Existing Pavement Marking (Symbol)	Ea.	1	\$50.00	\$50.00	1	\$50.00	\$50.00

BASE TOTAL BID: \$168,215.69

BASE TOTAL BID: \$171,757.23

13	Pavement Marking (Preformed Thermoplastic)(WH)(RR X-ing)	Ea.	6	\$865.00	\$5,190.00	8	\$865.00	\$6,920.00
14	Pavement Marking (Preformed Thermoplastic)(WH)(24")(Stop Bar)	S.F.	1	\$115.00	\$115.00	1	\$115.00	\$115.00

TOTAL BID: \$173,520.69

TOTAL BID: \$178,792.23



DOUGLAS COUNTY ADMINISTRATOR

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

G. Craig Weinaug
County Administrator

MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: 2018 Tow Service Provider Agreements

DATE: February 14, 2018

On February 5, 2018 I met with tow service owners and operators, a majority of which are existing members of the County contract tow rotation list, who were notified of the meeting via email on January 19, 2018. Attendees at the February 5th meeting included owners from Midwest Tow, Quality Tow, River City Recovery, and Lighthouse Tow. This is an annual meeting of the tow operators to hear any concerns or suggestions for proposed changes to the County's tow service provider agreements and the maximum charges for authorized tow services.

This meeting was also attended by Rich Barr, Assistant Director of Douglas County Emergency Communications. Mr. Barr addressed questions and concerns that have arisen on the part of tow operators related to a tow company's placement on the non-preference rotation list. In accordance with Section I.C. of the dispatcher operating guidelines related to law enforcement tow service requests, which has been in effect since November 1, 2012, "ECC personnel will modify a tow service company's non-preference status to place the company back on the top of the list ONLY if the following condition is met: The Tow Company is dispatched AND cancelled prior to arriving on the scene." Circumstances have arisen in recent months whereby ECC dispatchers have contacted tow operators from the rotation list, only for the tow operator to arrive and the vehicle is no longer on scene and/or in need of a tow. Mr. Barr explained that in these situations it is at the discretion of the officer on the scene to determine if the tow operator should be returned to the top of the rotation list, and it is not a decision of the dispatcher.

To ensure that police officers and sheriff's deputies are aware of the operating guidelines related to tow service providers and the non-preference rotation list, Mr. Barr and I will schedule a meeting in the coming weeks with captains to discuss and review the operating guidelines and agreement. A copy of the ECC operating guidelines is attached for your reference and will be provided to all tow companies with their 2018 agreements. The tow operators were grateful to Mr. Barr for attending the meeting and discussing their concerns.

Other matters discussed were related to tow operators desire to see an increase to the maximum charges for authorized tow service to account for their operating costs and the services they provide which they feel they are under-compensated or not compensated at all for providing. The

following proposed changes were submitted for your consideration in March 2017 related to the maximum charges, which the BOC ultimately declined to approve:

- o Increase tow service fee for vehicles 12,000 lbs. or less from \$175 to \$195.
- o Increase tow service for trucks and other vehicles of 12,000 lbs. or greater from \$250 to \$275. Also increases mileage rate from \$4.00 per mile to \$5.00 per mile.
- o Increase winching services in excess of 15 minutes from \$110 per hour to \$100 per 30 minute increment.
- o Decrease the minimum response time for extraordinary labor for winching and securing a vehicle from 30 to 15 minutes for services to be applied. No additional charges are to be assessed before the first 15 minutes of extraordinary labor. .
- o Increase extraordinary labor charges for clean-up of accident debris and fluid spills from \$72.00 to \$100.00 per hour, and decreases the minimum response time from in excess of 30 minutes to in excess of 15 minutes.

At this time the County Administrator is not supportive of modifying the maximum charges, however; should the Board of County Commissioners determine it would like to make these changes or any other modifications I will be happy to do so. For your reference I have attached a copy of Resolution 16-14 Establishing Maximum Charges for Authorized Tow Service.

Attached for your consideration and approval is the 2018 Tow Service Provider Agreement which reflects a single modification from the 2017 agreement in the addition of section 4.h. regarding communication expectations between tow operators and ECC personnel.

The following motion is recommended to approve this item: ***“Approve 2018 Tow Service Provider Agreement.”***



**DOUGLAS COUNTY EMERGENCY
COMMUNICATIONS**

OPERATING GUIDELINES

SUBJECT: Law Enforcement Tow Service Requests

NUMBER: 635

Tow Policy

ISSUE DATE:

November 1, 2012

EFFECTIVE DATE:

November 1, 2012

RESCINDS & REPLACES:

SOG 635 - June 10, 2010

AMENDS:

PAGE NO.

1 OF 2

I. POLICY

- A. ECC personnel will contact tow service companies when requested to do so by LE personnel.
- B. ECC personnel will maintain a County Rotation Tow List as approved by the County Administrator or his/her designee in the CAD system.
- C. ECC personnel will modify a tow service company's non-preference rotation status to place the company back on the top of the list **ONLY** if the following condition is met:

The Tow Company is dispatched AND cancelled prior to arriving on scene

- D. LE / ECC personnel are not authorized to change the status of the rotation log except for conditions outlined in item (C) above; therefore ECC personnel will not ask LE personnel if the status of a tow service should be modified.

II. PROCEDURE

A. Owner's Preference Tows

If the officer requests an owner's preference tow, ECC personnel will complete the following:

- Call the requested tow company
- Log the appropriate vehicle and tow company information into the related CAD call's vehicle screen, adding **PREF** after the tow service name.

B. County Rotation/ Non-Preference Tows

If the officer requests a non-preference or County Rotation tow, ECC personnel will complete the following:

- Access the County Rotation Tow list in CAD to determine which tow company to call.
- Select and call the recommended tow company. If the recommended tow company is unavailable or refuses to accept the tow request, revise their status in the rotation and select and call the next recommended tow service.
- Log the appropriate vehicle information into the related CAD call's vehicle screen, adding **NP** after the tow service name.

C. **AAA (Triple A) Tows**

If the officer requests an AAA tow, ECC personnel will complete the following:

- If a specific tow service is requested, use the procedure listed for an Owner's Preference tow (A). Include **PREF AAA** after the tow service name.
- If the officer requests a non-preference AAA tow, use the procedure listed for a Non-Preference/County Rotation tow (B), and select the first listed AAA tow service. Include **NP AAA** after the tow service name.

D. **City Contract Tows (LPD only)**

If the officer request a city contract tow, ECC personnel will complete the following:

- Call the city contract tow service company (currently Hillcrest)
- Log the appropriate vehicle information into the related CAD call's vehicle screen, adding **CITY TOW** after the tow service name.

RESOLUTION NO. 16-04

A Resolution of the Board of County Commissioners of Douglas County, Kansas, Establishing Maximum Charges For Authorized Tow Service

WHEREAS, K.S.A. 19-101, et seq. provides the Board of County commissioners of Douglas County, Kansas (the "Board") with home rule authority to transact all County business and perform all powers of local legislation and administration it deems appropriate; and

WHEREAS, pursuant to its home rule authority, the Board has previously adopted Article 15 of Chapter 1 of the Douglas County Code, relating to towing and storing of vehicles at the request of the Sheriff and/or without the prior consent of the owner or operator of the vehicle; and

WHEREAS, Article 15 of Chapter 1 of the Douglas County Code, specifically Section 1-1513, provides that the Board may adopt and amend a resolution from time to time to establish maximum fees and charges for certain towing and vehicle storage services; and

WHEREAS, the Board previously adopted Resolution No. 14-26 to establish those fees and charges and adopts this Resolution to replace and supersede Resolution No. 14-26.

NOW THEREFORE, be it resolved by the Board as follows:

SECTION 1. Maximum Charges. Pursuant to Section 1-1513 of the Douglas County Code, as amended, the maximum authorized charges for towing, storage and other related services with respect to a vehicle having a licensed gross weight of 18,000 pounds or less towed by an authorized tow service provider pursuant to the County contract tow rotation list or towed by any tow provider without the prior consent of the owner or operator of the vehicle, are as follows:

1. For towing, including use of wheel lifts, rollback and flatbed, a maximum charge of:
 - i. \$175 for vehicles having a licensed gross weight of 12,000 pounds or less, plus \$4.00 per mile.
 - ii. \$250 for trucks and other vehicles having a licensed gross weight of more than 12,000 pounds or having more than 4 wheels on the ground, plus \$4.00 per mile, but see Section 14 below for trucks and other vehicles having a licensed gross weight of more than 18,000 pounds.
 - iii. Billable mileage is defined as the lesser of (i) starting from the location of business, to the hook-up site and back to the location of business, or (ii) starting from the location of the tow operator when receiving the call, to the hook-up site and back to the location of business.

Subject to Section 12 below, this charge includes clean-up of all accident debris and spills, including but not limited to the use and removal of floor-dry or similar products to clean up any fluid spills.

2. For storage of a vehicle, a maximum charge of: \$35 per day. Daily charges shall be determined for any portion of a calendar day the vehicle is stored, beginning at the time the vehicle is first placed in the storage lot; provided, however, that storage charge shall be waived if the owner or authorized representative retrieves the vehicle within the first 24 hours; provided further that the tow company may only assess a storage charge for days that there is reasonable access to personnel who may respond to release the vehicle.

3. Exclusive of state recognized holidays, no additional charge shall be assessed for releasing a vehicle between the hours of 8:00 a.m. to 5:30 p.m., Monday through Friday. For releasing a vehicle during all other times, a maximum charge of: \$35.

4. For tarping a vehicle with broken windows otherwise open to the weather, a maximum single charge of: \$15.

5. For dolly use in towing a vehicle, a maximum charge of: \$50. This charge is addition to the basic tow service charge. A dolly charge cannot be assessed unless a dolly is necessary and actually used to tow the vehicle.

6. For winching, a maximum charge of: \$110 per hour, prorated by each one-quarter hour. This charge includes labor necessary to operate the winch but is in addition to the basic tow service charge.

7. For extraordinary labor for winching and securing the vehicle in excess of 30 minutes, a maximum charge of: \$72 per hour, prorated by each one-quarter hour. Extraordinary labor may only be charged for non-customary labor necessarily and actually incurred for removal of a vehicle or mechanically necessary to prepare the vehicle for towing, and any such charge shall be described in detail on the report. No additional charge may be assessed for the first 30 minutes of extraordinary labor.

8. A tow company may assess reasonable additional charges for extraordinary situations that necessarily and actually require more than one wrecker. The charge for an additional wrecker shall not exceed the maximum charges provided for in this Resolution for the first wrecker.

9. For the waiting or standby time after the wrecker has been at the scene for 30 minutes, a maximum charge of: \$72 per hour, prorated by each one-quarter hour. No additional charge may be assessed for the first 30 minutes of wait or standby time.

10. For a motorist assist involving delivery of fuel, tire changes, unlocks, jumpstarts, and other services commonly associated with a motorist assist, a maximum service charge of \$70, plus mileage provided above; provided, however, that the tow company may charge for materials, such as fuel, delivered; provided further that if the tow company demands cash payment before releasing the vehicle to the owner or operator and, as a result, tows the vehicle because the owner or operator does not have sufficient cash at the time, the owner or operator shall be permitted to retrieve the motor vehicle within 24 hours and pay the foregoing charge and the tow company shall release the vehicle to the owner or other authorized person with no additional charges whatsoever.

11. If the owner or other authorized person in control of the vehicle arrives at the scene prior to removal or towing of the vehicle, and such person is capable of safely operating the vehicle and such vehicle is functional, the vehicle shall, upon request of such person, be disconnected from the towing or removal apparatus. That person shall be permitted to remove the vehicle without interference upon the payment of a reasonable charge of not more than \$90 plus mileage provided above, and no other charge shall be assessed; provided, however, that if the tow company demands cash payment before releasing the vehicle to the owner or operator and, as a result, tows the vehicle because the owner or operator does not have sufficient cash at the time, the owner or operator shall be permitted to retrieve the motor vehicle within 24 hours and pay the foregoing charge and the tow company shall release the vehicle to the owner or other authorized person with no additional charges whatsoever.

12. For accidents requiring fluid clean-up, a maximum charge of: \$35 for labor and \$10 for floor-dry or similar products to clean up any fluid spills. For extraordinary labor in the clean-up of accident debris and spills in excess of 30 minutes, a maximum charge of: \$72 per hour, prorated by each one-quarter hour. Extraordinary labor may only be charged for non-customary labor necessarily and actually incurred for removal of accident debris and fluids, and any such charge shall be described in detail on the report. No additional charge may be assessed for the first 30 minutes of extraordinary labor.

13. Following a period of 15 days, a state paperwork fee may be assessed for the purpose of complying with statutory requirements related to notification of auction. In assessing fees pursuant to K.S.A. 8-1102 through 8-1108, only actual costs incurred, up to a maximum of \$100, may be assessed. Tow company shall maintain copies of all expenses and shall make proof available upon request to the County Administrator or his/her designated representative.

14. The maximum charges contained in this Resolution shall not apply to trucks and other vehicles having a licensed gross weight of more than 18,000 pounds.

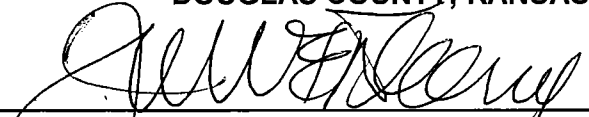
15. Each tow company shall provide to each owner or authorized representative an itemized bill indicating the amount for each service provided.

SECTION II. Repeal. Resolution No. 14-26 is repealed on the effective date of this Resolution.

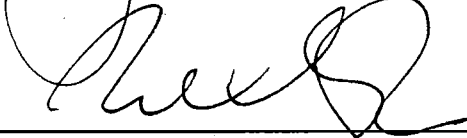
SECTION III. Effective Date. This Resolution shall take effect and be in force from and after its publication once in the official County newspaper.

IN WITNESS WHEREOF, the foregoing Resolution was adopted February 24, 2016.

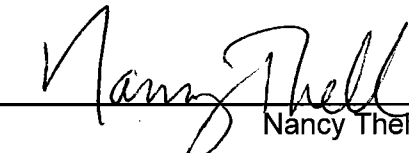
**BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS:**



Jim Flory, Chair

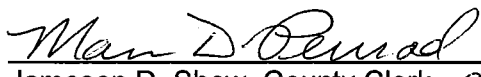


Mike Gaughan, Member

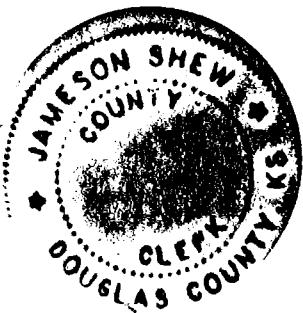


Nancy Thellman, Member

ATTEST:



Jameson D. Shew, County Clerk *deputy*



DOUGLAS COUNTY, KANSAS
TOW SERVICE PROVIDER AGREEMENT

This Douglas County, Kansas Tow Service Provider Agreement (this “**Agreement**”) is entered into by and between Douglas County, Kansas (hereinafter “**County**”) and _____ (hereinafter the “**Tow Company**”).

Pursuant to Resolution HR-12-9-2 of the Board of Douglas County Commissioners, codified at Article 15 of Chapter 1 of the Douglas County Code, as amended (collectively the “**County Contract Tow Requirements**”), County designates Tow Company as an “authorized tow service provider” for the purpose of towing, removing, and storing vehicles upon request by the County, all in accordance with the County Contract Tow Requirements. For and in consideration of the foregoing, Tow Company and the County agree as follows:

1. **Term; Renewal.** Subject to earlier termination in accordance with this Agreement, the Term of this Agreement shall commence on March 1, 2017 and shall expire at the end of the day on February 28, 2018. If Tow Company desires to renew this Agreement for an additional calendar year, Tow Company should submit a renewal application at least 30 days prior to the expiration date of this Agreement.

2. **Statutory and Regulatory Requirements.** Tow Company shall be solely responsible for complying with all requirements of K.S.A. 8-1102 through 8-1108, and amendments thereto, the Douglas County Code, and any subsequent amendments thereto, relative to the towing, removing, or storing, of vehicles at the request of the County and, thereafter, the sale or release of vehicles, together with any personal property in such vehicles, by the Tow Company. Tow Company shall at all times maintain a current Certificate of Public Service issued by the Kansas Corporation Commission and operate one or more trucks providing tow services and registered with the Kansas Corporation Commission. Tow Company shall remove and lawfully dispose of fuel or fluid spills, and any oil dry or other related product from any accident site in accordance with all applicable laws and regulations.

3. **Indemnification and Hold Harmless.** Tow Company agrees to indemnify the County and hold the County, together with its employees, officials, and other representatives, harmless from all claims, suits, actions, and proceedings of every name or description, in law or equity, for or on account of any injuries or damages received or sustained by any person, firm or corporation as a result of any act or omission of Tow Company while engaged in any action or providing any service pursuant to this Agreement. If Tow Company tows, removes, or stores a vehicle through dispatch from the Douglas County Emergency Communications Department pursuant to this Agreement at the request of any other municipality or law enforcement agency, as provided in Section 10 below, this indemnification and hold harmless shall extend to such other municipality or law enforcement agency, together with its employees, officials, and other representatives and they shall all be deemed third-party beneficiaries hereof.

4. **Method of Operation.** Tow Company hereby acknowledges and agrees that Tow Company will comply with and be subject to all terms, conditions, and requirements of the County Contract Tow Requirements, all of which are incorporated by reference into this Agreement. Without limiting the foregoing Tow Company agrees to each of the following:

a. Tow Company shall maintain current valid insurance as outlined in this Agreement;

b. Tow Company shall maintain a properly zoned, fenced, secure storage area, and vehicles and personal property therein shall be maintained in such a manner as to safeguard such property and avoid damage to such property;

c. At all times, 24 hours per day, 7 days per week, Tow Company shall have a representative available by phone and able to meet the owner or authorized representative at the premises where the towed vehicle is stored or kept for releasing the vehicle or retrieving personal property;

d. Tow Company shall clean all debris from accidents or vehicle breakdowns; and shall remove from the site and properly dispose of all pollutants, fuel and fluid spills, and oil dry or similar product used to remove those items; no such items shall be washed, swept, or permitted to be discharged into the road, stormwater system, or drainage ditch;

e. Tow Company shall have drivers and wrecker services available to respond to tow requests on a 24 hour per day, 7 day a week basis, and shall respond as quickly as possible, taking into account the time of day, distance to travel, and traffic and weather conditions;

f. Tow Company agrees to provide information at request to the County of any disposition of a vehicle removed pursuant to this Agreement, including sale or release, and that any disposition of a vehicle removed pursuant to this Agreement shall be in accordance with municipal, state, and federal laws, including adherence to all applicable notice provisions;

g. Tow Company agrees that tow services shall be provided in a professional and courteous manner, and tow services personnel shall provide such services in a manner that will not bring about discredit to the County;

h. Tow Company agrees that communications with County 911 Dispatch Center personnel shall be provided in a professional and courteous manner, and any concerns or potential violations of this agreement or operating guidelines will be reviewed by the Director of the 911 Dispatch Center to determine further review by the County Administrator;

i. The failure to comply with the terms and conditions of this Agreement

may, in the sole discretion of the County Administrator or his designee, result in the revocation of this Agreement and the removal of the Tow Company from the County contract tow rotation list of authorized tow service providers; and

5. **Insurance Requirements.** It is understood and agreed that Tow Company shall maintain and provide to the Douglas County Administrator, or his designee, proof of the following insurance protection:

a. Public liability insurance indemnifying the public generally against damages arising out of the operation of the wrecker service. The authorized tow operator shall be responsible for entering the County on such policy or policies of insurance as a named insured. Such policy or policies of insurance shall be in an amount of at least \$500,000.00 for one person, \$500,000.00 for one accident, and \$500,000.00 property damage and a minimum aggregate limit of \$1,000,000.00. This coverage can be provided as a combined single limit.

b. Garage keeper's minimum liability policy covering fire, theft or damage to or loss of property while in tow or otherwise in the care, custody and control of the authorized tow operator. Such policy or policies of insurance shall be in an amount of at least \$100,000.00 for each individual claim up to a maximum aggregate limit of \$200,000.00 per occurrence.

Proof of insurance must be furnished on standard Acord® certificate of insurance forms. The County is to be named as a named insured on all required insuring agreements and each certificate must state that the County will be given 10 days advanced written notice if the policy is canceled or changed.

6. **Restrictions Related to Fees.** As a condition of being appointed an authorized tow service provider for the purpose of towing, cleaning-up, and storing vehicles pursuant to this Agreement, Tow Company agrees it shall not charge more than the maximum fees identified in Board of Douglas County Commissioners resolution attached hereto as Exhibit A, and as amended, which is incorporated herein by reference. Tow Company agrees that it shall not charge any fees other than those specifically identified and permitted in such Resolution. Any owner or authorized representative of a vehicle towed pursuant to this Agreement shall have access to (1) personal property that is not affixed to such vehicle for up to 96 hours after such vehicle has been towed, and (2) personal medical supplies, and such personal property or medical supplies shall be released to said owner or authorized representative within one hour of the owner or authorized representative's request; except, however, if it is being held or seized as evidence. By becoming an authorized tow service provider and being placed on the County contract tow rotation list, Tow Company waives any possessory lien, to the extent it even has one, in any such personal property.

7. **No Exclusive Contract; No Vested Rights.** Tow Company understands that this is not an exclusive contract and that Douglas County may designate other tow

operators as authorized tow service providers. Nothing in this Agreement, the County's designation of Tow Company as an authorized tow service provider, or the County's utilization of Tow Company for tows shall confer any vested property rights upon Tow Company to continue as an authorized tow service provider, to remain on the County contract tow rotation list, or to tow any vehicle for County.

8. **Breach of Agreement and Termination.** A violation of this Agreement, including but not limited to the County Contract Tow Requirements incorporated herein by reference, shall be deemed sufficient justification for the County to order that the designation of Tow Company as an "authorized tow service provider" for the purpose of towing, removing, and storing vehicles pursuant to this Agreement, be suspended or revoked and, if revoked to terminate this Agreement. In addition, County may terminate this Agreement upon 5 days advance written notice to Tow Company if County revises or substantially amends the County Contract Tow Requirements or otherwise changes the manner in which County provides for contract towing. Tow Company may freely conclude such provisions of this Agreement are unfair or unduly restrictive, in which case Tow Company may terminate this Agreement and its designation as an authorized tow service provider by providing County with 5 calendar days advance written notice.

9. **Assignment.** Tow Company may not assign or transfer this authority as an authorized tow service provider or of any interest or responsibility in this Agreement.

10. **Tows for Other Municipalities.** This Agreement, including but not limited to the restrictions related to fees, shall apply with respect to the towing, removing, and storing of vehicles dispatched through the Douglas County Emergency Communications Department at the request of any other municipality or law enforcement agency if such municipality or law enforcement agency has requested the utilization of this Agreement.

11. **Large Vehicles.** Tow Company

☐ DOES

(check one box)

☐ DOES NOT

have equipment to tow vehicles having a licensed gross weight of more than 18,000 pounds. [If neither box is checked, it will be interpreted as if Tow Company does not have the necessary equipment.]

[remainder of page intentionally blank, signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below, effective the date that the second party signs this Agreement.

County:

Douglas County, Kansas

By: G. Craig Weinaug
Its: County Administrator

Date: _____

Tow Company:

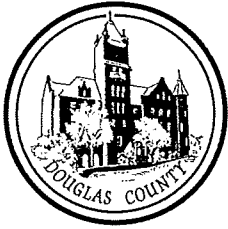
[insert full legal/corporate name of Tow Company]

By: _____
Title: _____

Date: _____

EXHIBIT A

(attached)



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 *KAB*

Date : February 9, 2018

Re : Consent Agenda Approval of Annual Noxious Weed Management Plan and
Eradication Progress Report

Attached are copies of the 2018 Douglas County Noxious Weed Management Plan and the 2017 Annual Noxious Weed Eradication Progress Report. These plans will be sent to the Kansas Department of Agriculture and require signatures of the Board of County Commissioners.

Action: Recommend approval of the plans and signatures of all Board of County Commission members.

2018 DOUGLAS COUNTY NOXIOUS WEED MANAGEMENT PLAN

PURPOSE:

The Douglas County Noxious Weed Division is part of the Public Works Department with the objective of educating the general public and governing bodies in the control of State declared noxious weeds and the Kansas Noxious Weed Law. The Noxious Weed Division is responsible for eradicating noxious weeds along County maintained highway right-of-ways and other County owned properties; State roads; make available for sale approved herbicides for the treatment of noxious weeds; and enforcement of the Noxious Weed Law.

RESOURCES:

The following resources are available to the Department to accomplish their stated mission:

- Chemical Sales –
- Hours of Operations: Monday thru Friday 7:00 am to 3:30 pm
- Full time Weed Director
- Administrative duties performed by the Operations Division Administrative Officer
- One full-time Vegetation Control Specialist
- Two full-time Vegetation Management Worker II
- Additional licensed applicators (3)
- Three trucks equipped with mounted chemical sprayers
- One John Deer Gator with a 30 gallon sprayer
- Three rental trailers mounted chemical sprayers available to County property owners
- Chemical warehouse with a 2,000 gallon storage capacity, eye wash station
- Digital camera
- AVL tracking on all spray equipment

The automation of the County Appraisers Office has progressed to allow a geographical informational system. The weed department has invested in a GPS system to aid in the pinpoint accuracy of infestations, identifying property owners, and eliminating days of processing and misidentification.

Additional *external* resources available to the department consist of Public Works Road Crews. All crews are routinely trained in the identification of some noxious weeds. The Weed Director will maintain open communications with the Official County newspaper and local radio station KLWN for public service announcements and informative articles. Contact and joint inspections will be conducted with the Agriculture Agent of the County Extension Office when requested.

PROFESSIONAL DEVELOPMENT:

The Weed Director and Vegetation Control Specialist will maintain chemical applicator certification 9A, and 6 as well as all members of the Noxious Weed Crew.

Departmental personnel will attend the Annual Weed Conference and Summer Training Workshop when budgetary funds are available and training agenda's of significant substance are published. Monthly district meetings will be attended when time permits.

Membership in the County Weed Directors Association of Kansas and a professional library will be maintained in the Weed Director's office.

Safety Policy, OSHA requirements and Material Safety Data Sheets of all chemicals used will be kept on file and available to all personnel and customers.

OUTREACH PROGRAMS:

Mass media assets will be used whenever the opportunity arises. During the Douglas County Fair departmental personnel may man an information booth during normal work hours. The weed director will be available to attend City and Township meetings and any public presentation opportunities.

Douglas County Noxious Weed Department is a participant in Drift Watch which is a program created by the Kansas Department of Agriculture in supporting sensitive crop growers. It is a program established to identify, register and provide signage for "Sensitive Crop" growers within Douglas County.

Douglas County contract sprays for the following Government entities within the County: Eudora Township, City of Eudora, Palmyra Township, Lecompton Township, Grant Township, Kaw Drainage District, Kansas Department of Transportation (KDOT) and Wakarusa Township.

NOXIOUS WEED CONTROL:

The noxious weeds currently present in Douglas County are: Musk Thistle; Canada Thistle; Field Bindweed; Johnson Grass and Sericea Lespedeza.

The Noxious Weed Division will operate within the bounds of the Kansas Noxious Weed Law K.S.A. Article 13, Chapters 2-1314 thru 2-1333, and the approved Control Methods of the Kansas State Board of Agriculture. Right-of-way programs are attached at Appendixes A – D.

The Noxious Weed Division issues a General Notice to Control Noxious Weeds the first of March that is published in the official County newspaper.

Reminder postcards will be mailed to landowners of known and habitual infestations to announce opportune spray conditions and effective treatments.

Official Warning Notices and Legal Notices will be mailed to landowners and supervising agencies in non-compliance of the weed law based from visual inspections of routine patrolling

and citizen complaints. A follow-up inspection/postcard will be mailed to all Official Warning notice recipients to confirm treatment results or identify further eradication needed.

Approved herbicides will be sold to qualified individuals through the cost share program at a subsidized rate equal to 75% of the total cost incurred by the County in the purchasing, storing, and handling of chemical materials. Prices will be rounded up to the nearest dollar.

To ensure disciplined compliance with the Noxious Weed Law the only limitations on chemical sales will be:

No sale of Glyphosate till May 15th

Glyphosate - - 10 gallons per season

No sale of Tordon 22K from July 1st to September 1st

Chemical sales shall be suspended from December 1st through March 1st

The Weed Director may approve purchases in excess of the stated limitations after an inspection of reported infestations.

The weed department will maintain a working list of Points of Contact for the control of noxious weeds on township lands, state highways, and all cities within the County boundaries.

We certify that this is a correct copy of the Douglas County 2018 Noxious Weed Management Plan as required by K.S.A. 2-1317.

Mike Gaughan, Chairman, Board of Commissioners

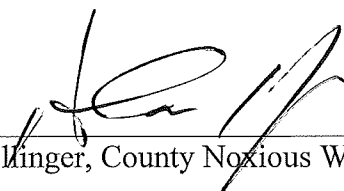
Date

Nancy Thellman, Commissioner

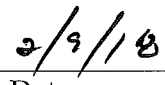
Date

Michelle Derussau, Commissioner

Date



Alan Hollinger, County Noxious Weed Director



Date

APPENDIX A
RIGHT OF WAY PROGRAM
FOR
FIELD BINDWEED

OBJECTIVE: Control field bindweed with the least damage to desirable vegetation at a minimum cost.

PRIORITIES: 1. Highly traveled visible areas.

METHOD: 1. Map infestations of noxious weeds.

2. Identify sensitive areas.

- a. Ornamental planting
- b. High water tables
- c. Areas subject to high pedestrian traffic
- d. Areas where drainage water moves off the property

FALL TREATMENT PROGRAM OCTOBER 1 – SOIL FREEZE UP

- 1. Treat areas with 8 – 12 oz of Tordon
- 2. Treat areas with 3 – 7oz of Milestone

SPRING TREATMENT PROGRAM JUNE 1 – JULY 1

- 1. Treat known infestations with 2,4-D and Tordon 22K

SUMMER TREATMENT PROGRAM JULY 1 – OCTOBER 1

- 1. Spot treat only if the field bindweed is not under stress, 2,4-D
- 2. Full spray with Tordon 22K after September 1st
- 3. Use Escort around grape vineyards and orchards, where you can't spray 2,4-D or Tordon 22K

APPENDIX B
RIGHT OF WAY PROGRAM
FOR
MUSK THISTLE

OBJECTIVE: Control musk thistle with the least damage to desirable vegetation at a minimum cost and prevent the production of viable seed.

- PRIORITIES: 1. Highly traveled visible areas.
2. An area adjacent to pastures, vacant lots, or waste areas

- METHOD: 1. Map infestations of noxious weeds
2. Identify sensitive areas.
- a. Ornamental planting
 - b. High water tables
 - c. Areas subject to high pedestrian traffic
 - d. Areas where drainage water moves off the property
3. Identify areas where frequent mowing occurs

FALL TREATMENT PROGRAM OCTOBER 1 – SOIL FREEZE UP

- 1. Treat rural areas with 8 fl oz per acre of Tordon
- 2. Treat rural areas with 5 fl oz per acre of Milestone

SPRING TREATMENT PROGRAM MARCH 15 – JUNE 30

- 1. Treat known infestations not treated in the fall with 8 oz. Tordon or 1 to 2 qts. 2,4-D. After bolting use 10 fl oz Tordon 22K + 1 qt. 2,4-D-A.
- 2. When flowering starts use ½ oz of Escort to kill germination.
- 3. Check and treat all previously treated areas and spot treat or dig missed rosettes.
- 4. Precise spot treatment or preferably hand digging for musk thistle found in areas where Crown Vetch is growing.

APPENDIX B
RIGHT OF WAY PROGRAM
FOR
MUSK THISTLE

SUMMER TREATMENT PROGRAM JUNE 1 – OCTOBER 1

1. Frequent mowing in high maintenance areas.
2. Use Escort if flowering
3. Check and treat all previously treated areas and spot treat or dig missed rosettes.

APPENDIX C
RIGHT OF WAY PROGRAM
FOR
JOHNSON GRASS

OBJECTIVE: Control Johnson Grass with the least damage to desirable vegetation at a minimum cost and prevents the production of viable seed.

PRIORITIES: 1. Highly traveled, visible areas

METHOD: 1. Map infestations of noxious weeds

2. Identify sensitive areas

a. Ornamental planting

b. High water tables

c. Areas subject to high pedestrian traffic

d. Areas where drainage water moves off the property

FALL TREATMENT PROGRAM OCTOBER 1 – SOIL FREEZE UP

1. Spot treat areas with Glyphosate (Roundup) or Outrider,

2. Treat around ornamentals with Glyphosate

SPRING/SUMMER TREATMENT PROGRAM JUNE 1 – OCTOBER 1

1. Spot treat only if the Johnson Grass is not under stress, with Glyphosate (Roundup) at $\frac{1}{2}$ gal per acre or 2 oz per 1 gallon water.

2. Frequent mowing will control Johnson Grass. Mow in the early boot stage of growth.

APPENDIX D

RIGHT OF WAY PROGRAM FOR SERICEA LESPEDEZA

DESCRIPTION: Perennial, stems erect to 5 ft tall, appressed hairy only along the ridges on the stem, leaves with 3 leaflets, leaflets less than 1 inch long and less than ¼ inch wide, wedge-shaped (cuneate), flowers few (1-4) in the axils of the leaves from mid or late July to October, petals yellowish or tinged with purple, about ¼ inch long, fruit (pod) about 1/8 inch long, roundish with pointed ends in outline, flattened.

PREVENTION: Sericea Lespedeza spreads primarily by seeds. Persons planting mixtures of seeds for erosion control and for wildlife habitat should ensure Sericea Lespedeza is not included in the mix.

METHOD: Control of Sericea Lespedeza shall mean preventing production of viable seed.

FALL TREATMENT PROGRAM SEPTEMBER thru NOVEMBER

1. Spot spray with 2 pts. Remedy + 1 qt. 2,4-D
2. Or spot spray with ½ oz Escort
3. PastureGard HL 1 pt
4. Mowing will help control.

SPRING TREATMENT PROGRAM

1. No treatment
2. Need to wait until all seed have sprouted and growing around May 15th starts

SUMMER TREATMENT PROGRAM JULY thru SEPTEMBER

1. Full spray areas with 2 pts. Remedy + 1 qt. 2,4-D
2. Or ½ oz Escort + 2,4-D
3. PastureGard HL 1 to 1 ½ pts
4. Identify:
 - a. Sensitive areas
 - b. High water tables
 - c. Areas where drainage water moves off the property

Annual Noxious Weed Eradication Progress Report 2017

as required by KSA 2-1316



Douglas County Noxious Weed Dept

Noxious Weed Supervisor:

Alan Hollinger

Noxious Weed Department Personnel

Name	Job Title	% Time Spent on Noxious Weeds	Weed Director Salary
Alan Hollinger	Noxious Weed Director	100	\$56,038.67
Brandon French	Vegetation Control Specialist	100	\$37,474.51
Nick Lanoue	Vegetation Control Worker II	100	\$35,834.75
John Landon	Noxious Weed Director	25	\$18,243.55
Donna Miller	Administrative Officer	50	

Financial Summary - Noxious Weed Fund

Amount

Mil levy for 2017	46.018
County valuation for 2017	\$1,312,384,059.00
Beginning Budget Balance for 2017	\$340,771.80

Expenditures

Personnel Expenses	\$185,581.48	
Contractual Expenses	\$2,238.72	
Commodities - Chemicals	\$120,755.00	
Commodities - Other	\$347.70	
Total Expenditures		\$308,922.90
Ending Budget Balance		\$31,848.90

Carryover to next year's budget for 2017 to 2018 \$0.00

Capital Outlay Fund

Amount

Beginning Balance	\$340,771.80
Receipts	\$0.00
Expenditures	\$308,922.90
Ending Balance	\$31,848.90

FYI - this budget is used out of a "General Fund" shared with others. So any revenues received DO NOT go back into a separate budget for Noxious Weed Department. All parts and fuel were paid out of Douglas County "Fleet Budget".

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

Year
2017 ★

Estimated Acreage of Noxious Weeds

Noxious Weed	Private	County	Township	State	Federal	City	Total
Field Bindweed	1049.1	1296.2	2158.0	1078.0	896.7	1583.1	8061.1
Johnsongrass	726.4	1688.7	1435.7	860.8	1076.0	502.1	6289.7
Musk Thistle	1952.7	1113.9	1256.3	792.1	896.7	323.8	6335.5
Quackgrass	0.0						0.0
Sericea Lespedeza	1228.4	1114.9	720.3	3018.8	2869.4	359.7	9311.5
Totals	4956.6	5213.7	5570.3	5749.7	5738.8	2768.7	29997.8

Estimated Acreage of Noxious Weed on Private Land sub-section

Noxious Weed	Wheat	Corn	Soybean	Grain	CRP	Pasture	Other	Fallow	Non-Ag	Total
Field Bindweed										1049.1
Johnsongrass										726.4
Musk Thistle						720.3				1952.7
Quackgrass										0.0
Sericea Lespedeza										1228.4
Totals						720.3				4956.6

Weeds declared Noxious by the County: Multiflora Rose ☐ Bull Thistle ☐

Herbicide Disbursement Summary

Chemical	Purchase Price	Cost Share Price	Total Disbursed
2-4 D	\$9.31	\$9.25	1322.500 gal
2-4 D	\$0.25	\$0.00	0.000 oz
GLYPHOSATE	\$9.42	\$9.00	635.000 gal
METSULFURON METHYL	\$2.33	\$3.00	912.000 oz
PICLORAM	\$45.77	\$40.00	490.000 gal
TRICLOPYR + 2-4 D	\$89.00	\$73.00	712.000 gal
Triisopropanolammonium salt	\$277.00	\$210.00	30.000 gal
Triisopropanolammonium salt	\$70.75	\$59.00	11.000 qt

Enforcement Summary

Warning Notices	0	Diversion Agreements	0	Demonstration Plots	0
Legal Notices	66	Accounts to Tax Roll	1	Feed and Hay Inspection	0
Court Cases	0	Meetings Sponsored	1	Publish General Notice	1

Enforcement Comments:

We had one enforcement action this year. We entered a landowners property to spray for Sericea Lespedeza. This is the same owner we sprayed in 2016.

We certify this is a correct copy of the Douglas County Noxious Weed Dept Program for 2017

We certify that Alan Hollinger is employed as Douglas County Noxious Weed Dept Director for 2018

Chairman, Board of County Commissioners	Date	County Commissioner	Date
County Commissioner	Date	County Commissioner	Date 2/9/18
County Commissioner	Date	County Noxious Weed Director	Date

Annual Noxious Weed Eradication Progress Report
Treatment Summary

2017 ★

Douglas County Noxious Weed Dept

Acres Treated

Noxious Weed	Private	County	Township	State	Federal	City	Cost Share	Total
Field Bindweed	476	71.1	153.93	70.83		1		772.86
Johnsongrass	1057.8	26	54	12		3		1152.8
Musk Thistle	10006.2	71.1	125.93	70.84		1		10275.07
Sericea Lespedeza	7443	28.8	86.14	23.33		16		7597.27
Totals	18983	197	420	177		21		19798

Acres Treated on Private Land sub-section

Noxious Weed	Wheat	Corn	Soybean	Grain	CRP	Pasture	Other	Fallow	Non-Ag	Total
Field Bindweed					22	399				476
Johnsongrass		45	30		15	792.8			20	1057.8
Musk Thistle						9676.6				10006.2
Sericea Lespedeza					380	6395				7327
Totals		45	30		417	17263.4			20	18867

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

2017 ★

Field Bindweed

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City								1.0					1.0
County					5.0	17.5	4.6	4.0			25.0	15.0	71.1
Private CRP					12.0		10.0						22.0
Private Hay Meadow						10.0	15.0	20.0					45.0
Private Pasture			20.0		99.0	145.0	70.0	45.0	10.0	10.0			399.0
Private Vineyard			10.0										10.0
State				22.5	5.0	20.5		15.3	7.5				70.8
Township				1.0	132.5	7.0	10.4	3.0					153.9
Total Acreage			30.0	23.5	253.5	200.0	110.0	88.3	17.5	10.0	25.0	15.0	772.9

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE			20.0		18.8	75.0	40.0	40.0					193.8
Hardball				0.5	7.3	22.5	7.5	20.3	7.5				65.6
Manual Digging						0.0							0.0
Milestone (gal)					128.0						25.0	15.0	168.0
ROUNDUP			10.0		30.0	80.0	55.0	25.0	10.0	10.0			220.0
TORDON				23.0	69.5	22.5	7.5						122.5
TORDON + 2-4 D								3.0					3.0
Total Acreage			30.0	23.5	253.5	200.0	110.0	88.3	17.5	10.0	25.0	15.0	772.9

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept

2017 ★

Johnsongrass

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City								3.0					3.0
County							5.0	21.0					26.0
Private Corn					20.0	15.0			10.0				45.0
Private CRP						5.0	10.0						15.0
Private Hay Meadow					75.0	40.0	20.0	10.0	10.0				155.0
Private Non-Ag						10.0	10.0						20.0
Private Pasture					210.0	265.0	142.8	90.0	65.0	10.0	5.0	5.0	792.8
Private Soybean					20.0		10.0						30.0
State								12.0					12.0
Township					10.0		28.0	16.0					54.0
Total Acreage					335.0	335.0	225.8	152.0	85.0	10.0	5.0	5.0	1152.8

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE						20.0							20.0
Outrider							33.0	52.0					85.0
POAST						5.0							5.0
ROUNDUP					335.0	310.0	192.8	100.0	85.0	10.0	5.0	5.0	1042.8
Total Acreage					335.0	335.0	225.8	152.0	85.0	10.0	5.0	5.0	1152.8

Annual Noxious Weed Eradication Progress Report

Douglas County Noxious Weed Dept
2017 ★

Musk Thistle

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City								1.0					1.0
County			0.0	0.0	5.0	17.5	4.6	4.0			25.0	15.0	71.1
Private Hay Meadow			166.2	30.0	35.0	40.0	20.6	17.8					309.6
Private Park									20.0				20.0
Private Pasture		2150.6	2122.2	1060.4	1940.2	543.2	300.0	559.2	427.6	394.0	179.2		9676.6
State				22.5	5.0	20.5		15.3	7.5				70.8
Township				1.0	104.5	7.0	10.4	3.0					125.9
Total Acreage		2150.6	2288.4	1113.9	2089.7	628.2	335.6	600.3	455.1	394.0	204.2	15.0	10275.1

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE		30.0	298.0	540.0	1481.8	500.0	320.6	65.0	70.0	10.0			3315.4
Hardball				0.5	7.3	22.5	7.5	20.3	7.5				65.6
Manual Digging						0.0							0.0
Milestone (gal)			448.0		64.0			128.0			25.0	15.0	680.0
Milestone (qt)			6.4	19.2	25.6	6.4		12.8					70.4
TORDON		2120.6	1536.0	394.2	351.1	35.3	7.5	307.2	89.6	384.0	179.2		5404.7
TORDON + 2-4 D				160.0	160.0	64.0		67.0	288.0				739.0
Total Acreage		2150.6	2288.4	1113.9	2089.7	628.2	335.6	600.3	455.1	394.0	204.2	15.0	10275.1

Sericea Lespedeza

Enforcement	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
Warning Notice													0
Legal Notice													0
Court Cases													0
Diversion Agreements													0

Acreage Treated	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City						16.0							16.0
County		0.0				17.0	1.8		10.0				28.8
Private									116.0				116.0
Private CRP			16.0	40.0	40.0	80.0	36.0	104.0	64.0				380.0
Private Hay Meadow				40.0	88.0	48.0	96.0	232.0	48.0				552.0
Private Pasture			240.0	80.0	888.0	1318.0	466.0	2047.0	1152.0	140.0		64.0	6395.0
State					0.0	12.0		11.3					23.3
Township					64.0	3.0	18.1	1.0					86.1
Total Acreage		0.0	256.0	160.0	1080.0	1494.0	617.9	2395.3	1390.0	140.0		64.0	7597.3

Approved Herbicides and Methods	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
2-4 D AMINE						100.0	10.0	10.0	20.0	20.0			160.0
ESCORT			16.0		16.0	162.0	32.0	1008.0	480.0	96.0			1810.0
PASTUREGARD HL		0.0	240.0	160.0	1064.0	1232.0	575.9	1377.3	890.0	24.0		64.0	5627.3
Total Acreage		0.0	256.0	160.0	1080.0	1494.0	617.9	2395.3	1390.0	140.0		64.0	7597.3

Noxious Weed Survey Worksheet
Douglas County Noxious Weed Dept

2017 ★

Field Bindweed	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City	40						4						44
County	35						1						36
Federal	25												25
Private Other							4						4
Private Pasture							17						17
Private Urban Residential							2						2
Private Wooded Area							6						6
State	30												30
Township	60												60
Total Acreage Infested	190						34						224

	Total Acreage Infested	Acres Surveyed 11702	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
				0.0	0.0	0.0	
City	44.0			1578.1	5.0	1583.1	
County	36.0			1291.2	5.0	1296.2	
Federal	25.0			896.7	0.0	896.7	
Private CRP				0.0	0.0	0.0	
Private Fallow -				0.0	0.0	0.0	
Private Non-Ag				0.0	0.0	0.0	
Private Other	4.0			143.5	5.0	148.5	
Private Pasture	17.0			609.7	2.0	611.7	
Private Railroad				0.0	0.0	0.0	
Private Soybean				0.0	0.0	0.0	
Private Urban Residential	2.0			71.7	2.0	73.7	
Private Wooded Area	6.0			215.2	0.0	215.2	
State	30.0			1076.0	2.0	1078.0	
Township	60.0			2152.0	6.0	2158.0	
	224.0	Total Estimated Acreage		8034.1	27.0	8061.1	

Noxious Weed Survey Worksheet
Douglas County Noxious Weed Dept

2017 ★

Johnsongrass	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City	10						4						14
County	45						2						47
Federal	30												30
Private Other							4						4
Private Pasture							10						10
Private Urban Residential							2						2
Private Wooded Area							4						4
State	20						4						24
Township	40												40
Total Acreage Infested	145						30						175

	Total Acreage Infested	Acres Surveyed 11702	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City	14.0			502.1	0.0	502.1	
County	47.0			1685.7	3.0	1688.7	
Federal	30.0			1076.0	0.0	1076.0	
Private CRP				0.0	0.0	0.0	
Private Fallow				0.0	0.0	0.0	
Private Non-Ag				0.0	0.0	0.0	
Private Other	4.0			143.5	2.0	145.5	
Private Pasture	10.0			358.7	2.0	360.7	
Private Railroad				0.0	0.0	0.0	
Private Soybean				0.0	0.0	0.0	
Private Urban Residential	2.0			71.7	2.0	73.7	
Private Wooded Area	4.0			143.5	3.0	146.5	
State	24.0			860.8	0.0	860.8	
Township	40.0			1434.7	1.0	1435.7	
	175.0		Total Estimated Acreage	6276.7	13.0	6289.7	

Noxious Weed Survey Worksheet

Douglas County Noxious Weed Dept

2017 ★

Musk Thistle	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City	5						4						9
County	30						1						31
Federal	25												25
Private Other							4						4
Private Pasture							20						20
Private Urban Residential							2						2
Private Wooded Area							8						8
State	20						2						22
Township	35												35
Total Acreage Infested	115						41						156

	Total Acreage Infested	Acres Surveyed 11702	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City	9.0			322.8	1.0	323.8	
County	31.0			1111.9	2.0	1113.9	
Federal	25.0			896.7	0.0	896.7	
Private CRP				0.0	0.0	0.0	
Private Fallow				0.0	0.0	0.0	
Private Non-Ag				0.0	0.0	0.0	
Private Other	4.0			143.5	5.0	148.5	
Private Pasture	20.0			717.3	3.0	720.3	
Private Railroad				0.0	0.0	0.0	
Private Urban Residential	2.0			71.7	2.0	73.7	
Private Wooded Area	8.0			286.9	3.0	289.9	
State	22.0			789.1	3.0	792.1	
Township	35.0			1255.3	1.0	1256.3	
	156.0		Total Estimated Acreage	5595.2	20.0	5615.2	

Noxious Weed Survey Worksheet

Douglas County Noxious Weed Dept

2017 ★

Gericea Lespedeza	January	February	March	April	May	June	July	August	September	October	November	December:	Totals
City	10												10
County	30						1						31
Federal	40												40
Private Pasture							1						1
Private Wooded Area							11						11
State	20						22						42
Township	20												20
Total Acreage Infested	120						35						155

	Total Acreage Infested	Acres Surveyed 11702	County Acres 419712	Estimated Acreage	Weed Director's Adjustment	Acreage After Adjustment	Note
City	10.0			358.7	1.0	359.7	
County	31.0			1111.9	3.0	1114.9	
Federal	40.0			1434.7	0.0	1434.7	
Private Pasture	1.0			35.9	3.0	38.9	
Private Railroad				0.0	0.0	0.0	
Private Wooded Area	11.0			394.5	2.0	396.5	
State	42.0			1506.4	3.0	1509.4	
Township	20.0			717.3	3.0	720.3	
	155.0		Total Estimated Acreage	5559.4	15.0	5574.4	



DOUGLAS COUNTY ADMINISTRATOR

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

G. Craig Weinaug
County Administrator

MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: Douglas County My Resource Connection

DATE: February 14, 2018

On April 19, 2017 the Board of County Commissioners received a presentation by Chris Schneweis, Senior Management Analyst for Johnson County, Kansas regarding My Resource Connection (MyRC). MyRC is a web based application that was developed by Johnson County to facilitate the sharing of limited amounts of client information among participating county agencies and department accomplish the following:

- Promote the recognition and understanding of client needs;
- Improve the coordination of client services; and,
- More efficiently utilize community resources.

Following this presentation the Board of County Commissioners signaled its support to County staff to continue discussions with Johnson County in hopes of expanding MyRC to serve Douglas County. In addition, this past September a group of leaders from Douglas County, including Commissioner Thellman, and other agencies and non-profit organizations were invited to attend the Substance Abuse and Mental Health Services Administration (SAMHSA) Data-Driven Justice Behavioral Health Design Institute in Maryland, where it was determined that MyRC was the best solution to identifying and coordinating care for individuals in Douglas County with complex physical health, behavioral health, criminal justice, and social service needs.

Since October, 2017, representatives from the six agencies that attended the design institute, our Phase 1 project team, have met monthly, including sessions with Johnson County, to facilitate and advance the development of MyRC Douglas County. At the same time, Johnson County worked to develop the attached Application and Data Hosting Agreement, which requires the approval of the Douglas County and Johnson County Board of Commissioners to formalize the services that are detailed in Exhibit A of the agreement. Exhibit B of the agreement provides details regarding payment for these services, which over the next 3 years are estimated as follows:

2018	2019	2020
\$33,152	\$16,917	\$17,347

I have attached a more detailed version of these budget estimate for your reference. Funding to support the implementation and maintenance of these services has been included in the FY 2018 budget. Legal review and approval has been provided by Brad Finkeldei from Stevens and Brand Law Firm.

Upon receiving the BOC's approval of the attached Application and Data Hosting Agreement, the Phase 1 project team will move forward in approving the requisite Business Associate Agreements (BAA) with Douglas County and Johnson County. The BAA's will ensure compliance with all Federal and State laws, and are entered into with the partner agencies and the Johnson County, as the application administrator and data host, and Douglas County, as the entity which will be utilizing the data in My RC. After these agreements are in place the implementation services detailed in Exhibit A will commence in hopes of having a beta test product available by late spring or early summer, if not sooner.

The following motion is recommended to approve these items: ***“Approve Application and Data Hosting Agreement by and between Johnson County, Kansas, and Douglas County, Kansas.”***

APPLICATION AND DATA HOSTING AGREEMENT

THIS APPLICATION AND DATA HOSTING AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2018 (the “**Effective Date**”), by and between **JOHNSON COUNTY, KANSAS (“JOHNSON”)**, and **DOUGLAS COUNTY, KANSAS (“DOUGLAS”)**.

WHEREAS, JOHNSON has developed a web-based application called My Resource Connection (referred to herein as “**MyRC**” and “**Application**”); and

WHEREAS, the purpose of MyRC is to facilitate the sharing of limited amounts of client information among participating county agencies and departments to promote the recognition and understanding of client needs, improve the coordination of client services, and to more efficiently utilize community resources; and

WHEREAS, DOUGLAS wishes to use JOHNSON’s MyRC and store its client data, both hosted by JOHNSON; and

WHEREAS, JOHNSON desires to allow DOUGLAS to use MyRC and store its client data according to the terms and conditions as more fully set forth herein; and

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties hereto do hereby agree and covenant as follows:

1. **Definitions.**

(a) **Documentation** shall mean, if any, the user guides, manuals or other documentation for use of MyRC, and JOHNSON’s data storage, and any other documentation prepared by JOHNSON.

(b) **Specifications** shall mean, if any, the specifications of MyRC and its use described in the Documentation.

2. **Services.**

(a) **The Services.** JOHNSON will provide DOUGLAS with client data storage and access to JOHNSON’s MyRC (including any upgrades developed by JOHNSON) to obtain the Services as more fully described in **Exhibit A** attached hereto. JOHNSON retains all existing right, title, and interest in and to MyRC, and to any software used to provide MyRC and all logos and trademarks reproduced through MyRC. This Agreement does not grant DOUGLAS any intellectual property rights in or to MyRC or any of its components.

(b) **Permitted Users.** In addition to DOUGLAS’s administrators and employees, DOUGLAS may contract with other agencies and entities whose use of MyRC would benefit DOUGLAS’s ability to serve its clients (each a “**Contractor**,” and

collectively, the “**Contractors**”) to permit such Contractors access to and use of MyRC and DOUGLAS’s data stored therein; provided however that, as a prerequisite to such access and use, DOUGLAS must provide JOHNSON with each such Contractor’s written agreement, substantially in the form attached hereto as ***Exhibit E***, to abide by the terms of this Agreement (including the Acceptable Use Policy) as they apply to users of MyRC. DOUGLAS hereby indemnifies JOHNSON and holds JOHNSON harmless from any and all liability arising out of a Contractor’s use or access to MyRC and any data hosted therein. All such Contractor users will be considered users of DOUGLAS for purposes of determining compensation due under this Agreement, and DOUGLAS will be responsible for payment for the Services received by all Contractor users.

3. **Payment.** DOUGLAS shall pay JOHNSON for the Services as more fully set forth in ***Exhibit B*** hereto.

4. **Specifications.** JOHNSON endeavors to maintain MyRC so that MyRC operates reliably in accordance with its intended use. If at any time MyRC fails to perform in accordance with reasonable expectations, JOHNSON will provide to DOUGLAS the benefit of any Support Services or other solution available to, and to the same extent as available to, JOHNSON to address and correct performance issues with respect to JOHNSON’s own use of MyRC.

5. **Data and Connectivity Responsibility.** ***Creation and Transfer of Data.*** DOUGLAS will be responsible for all liabilities, costs, quality, and speed associated with the developing and automating the extraction and transfer of client data to JOHNSON including maintaining remote access to MyRC, Internet/network connectivity for devices located on DOUGLAS’s premises, and supplying and supporting any remote equipment and/or software used to serve DOUGLAS’s clients. JOHNSON’s responsibilities under this Agreement will not arise until the data is received by JOHNSON.

6. **Documentation and IP.**

(a) ***Documentation.*** DOUGLAS recognizes and agrees that (i) the Documentation is the property of JOHNSON or its licensors and is protected by copyright, trademark, or other intellectual property laws; and (ii) DOUGLAS does not acquire any right, title, or interest in or to the Documentation, except a limited and temporary right to use them as necessary for DOUGLAS’s use of the Services. DOUGLAS shall not sublicense or otherwise transfer or disclose the Documentation to any third party except as expressly permitted by this Agreement.

(b) ***IP in General.*** JOHNSON will retain all right, title, and interest in and to MyRC, any future enhancements and upgrades made to MyRC (including, without limitation, any and all enhancements and upgrades that may be solely or jointly developed by or through DOUGLAS), and all logos and trademarks reproduced through, or related to, MyRC. This Agreement does not grant DOUGLAS any intellectual property rights in or to MyRC or any of its components. DOUGLAS shall not sublicense or otherwise transfer or disclose MyRC or its components to any third party except as expressly permitted by this Agreement.

7. **Compliance With Policies.**

(a) ***Acceptable Use Policies.*** DOUGLAS will comply with JOHNSON's Acceptable Use Policy (**AUP**), the current form of which is attached hereto as ***Exhibit D***. If DOUGLAS materially breaches the AUP, JOHNSON may suspend or terminate DOUGLAS's access to MyRC, in addition to such other remedies as JOHNSON may have at law or pursuant to this Agreement. Neither this Agreement nor the AUP requires that JOHNSON take any action against DOUGLAS or Contractor for violating the AUP, but JOHNSON is free to take any such action it sees fit.

(b) ***Privacy Policy.*** DOUGLAS will comply with JOHNSON's Privacy Policy as that policy applies to MyRC. DOUGLAS's Privacy Officer or his or her designee will be responsible for granting and revoking access to client data for DOUGLAS's staff using any user management procedures to be developed, provided or outlined by JOHNSON.

8. **Each Party's Warranty.**

(a) ***Right to Do Business.*** Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement, and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

(b) DOUGLAS warrants that its use of MyRC and that of its Contractors shall be in compliance with the Health Information Portability and Accountability Act, as amended ("**HIPAA**"), and with JOHNSON's HIPAA and Privacy and Security policies and procedures.

(c) ***Disclaimers.*** Except for the express warranties specified in this Section 8, MyRC IS PROVIDED "AS IS" AND AS AVAILABLE AND JOHNSON MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (i) JOHNSON HAS NO OBLIGATION TO INDEMNIFY OR DEFEND DOUGLAS AGAINST CLAIMS RELATED TO THE INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) JOHNSON DOES NOT WARRANT THAT (a) MyRC SHALL PERFORM WITHOUT ERROR OR IMMATERIAL INTERRUPTION; (b) FUNCTIONS CONTAINED IN MyRC SHALL OPERATE IN THE COMBINATIONS WHICH MAY BE SELECTED FOR USE BY DOUGLAS; or (c) MyRC SHALL MEET DOUGLAS's REQUIREMENTS.

9. **Limitation of Liability.**

(a) IN NO EVENT:

(i) will JOHNSON's liability arising out of or related to this Agreement exceed the amounts paid by DOUGLAS to JOHNSON for the Services pursuant to ***Exhibit B*** of this Agreement; or

(ii) will JOHNSON be liable for any consequential (including, but not limited to, lost profit, loss of goodwill, business interruption, and lost data), indirect, special, incidental, or punitive damages.

(b) The liabilities limited by this section apply: (i) to liability for negligence; (ii) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (iii) even if JOHNSON is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (iv) even if DOUGLAS's remedies fail their essential purpose. To the extent applicable, JOHNSON's liability is also limited to the extent provided under the Kansas Tort Claims Act, K.S.A. §75-6101, et seq.

(c) The provisions of this section allocate the risks under this Agreement between JOHNSON and DOUGLAS and JOHNSON's pricing reflects this allocation of risk and the limitation of liability agreed to under this Agreement.

10. **Data Management.**

(a) ***DOUGLAS's Rights.*** DOUGLAS possesses and retains all right, title, and interest in and to DOUGLAS data, and JOHNSON's use and possession thereof is solely as a Business Associate as further described herein.

(b) ***Business Associate Agreement.*** To the extent that JOHNSON has access to DOUGLAS's data, JOHNSON will be considered a Business Associate and the parties will enter into a Business Associate Agreement substantially similar to ***Exhibit C*** hereto. To the extent DOUGLAS has access to JOHNSON's data, DOUGLAS will be considered a Business Associate and the parties will enter into a Business Associate Agreement substantially similar to ***Exhibit C*** hereto.

11. **Term and Termination.**

(a) ***Term.*** This Agreement will commence on the Effective Date and continue for a period of three (3) years (the "**Initial Term**") unless sooner terminated as permitted hereunder. Following the expiration of the Initial Term (and any Renewal Term as the case may be), this Agreement will automatically renew for successive one (1)-year periods (each such renewal, a "**Renewal Term**," and together with the Initial Term, the "**Term**"), unless either party notifies the other of its intent not to renew one hundred eighty (180) or more days before the beginning of the next Renewal Term.

(b) ***Termination for Cause or Upon Termination of License.*** Either party may terminate this Agreement for material breach by written notice, effective in thirty (30) days, unless the other party first cures such breach.

(c) ***Deletion of Data Upon Termination.*** Upon termination of this Agreement for any reason, JOHNSON will delete and destroy any of DOUGLAS's data in JOHNSON's possession in accordance with the terms of the Business Associate Agreement attached hereto as ***Exhibit C***.

(d) ***Effects of Termination.*** The following provisions will survive termination of this Agreement: (i) any obligation of DOUGLAS to pay for Services rendered before termination; (ii) Sections 6, 7(b), and 9 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

12. **Miscellaneous.**

(a) ***Notices.*** Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be served on the parties at the following respective addresses:

DOUGLAS: _____

JOHNSON: _____

or to such other address, or to the attention of such other person or officer, as any party may by written notice designate. Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be sent either (i) by hand delivery, in which case notice shall be deemed received when actually delivered, (ii) by prepaid certified or registered mail, return receipt requested, in which case notice shall be deemed received five (5) calendar days after deposit, postage prepaid in the United States Mail, or (iii) by a nationally recognized overnight courier, in which case notice shall be deemed received one business day after deposit with such courier.

(b) ***Amendment.*** This Agreement may not be amended except through a written agreement executed by authorized representatives of each party. Notwithstanding the foregoing, JOHNSON may amend the AUP or Privacy Policy at any time by sending DOUGLAS notice thereof, and such amended version will become effective ten (10) business days after such notice is sent.

(c) ***Independent Contractors.*** Each party hereto is an independent contractor and nothing contained herein may be construed to create a partnership, joint venture or agency relationship between JOHNSON and DOUGLAS, nor will either party be authorized to bind the other in any way.

(d) ***No Waiver.*** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an authorized representative, and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.

(e) **Force Majeure.** Either of the parties shall be excused from the performance of any obligation under this Agreement if and for so long as and only to the extent that the non-performance of such obligation occurs by reason of any act of God, including, but not limited to, fire, flood, storm, earthquake, epidemic, war, national emergency, or natural disaster (“**Force Majeure**”), provided that the party claiming such excuse from performance shall have used its best efforts to minimize the effects of the Force Majeure and resume performance. If such event occurs unabated for a period of sixty (60) days or longer, the party not claiming the excuse may terminate this Agreement upon five (5) days’ written notice to the other party.

(f) **Assignment and Successors.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the other’s express written consent. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.

(g) **Choice of Law and Jurisdiction.** This Agreement will be governed solely by the internal laws of the State of Kansas, without reference to such State’s principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Johnson County, Kansas.

(h) **Severability.** To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

(i) **Entire Agreement.** This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the date and year first above written.

“JOHNSON”

**JOHNSON COUNTY, KANSAS BOARD OF
COUNTY COMMISSIONERS**

By: _____

Name: _____

Title: _____

“DOUGLAS”

**DOUGLAS COUNTY, KANSAS BOARD
OF COUNTY COMMISSIONERS**

By: _____

Name: _____

Title: _____

EXHIBIT A

Services

JOHNSON will:

- Host MyRC and provide data hosting capability.
- Provide Douglas with access to and use of JOHNSON's MyRC to allow DOUGLAS to transmit (at DOUGLAS's cost) client data generated by DOUGLAS to JOHNSON's MyRC, store such data, access such data, and receive from JOHNSON's MyRC final reports regarding such data.
- Provide data storage for DOUGLAS's data in the same database as JOHNSON stores its client data. The respective parties' data will be partitioned by filters on existing tables.
- Provide DOUGLAS with guidance/direction on technical implementation tasks.
- Provide to DOUGLAS users core functionality of the Client tab identical to that available for JOHNSON users. However, DOUGLAS will be responsible for providing functionality via the web for any features that integrate with websites external to MyRC to make such features accessible to DOUGLAS users. Furthermore, the functionality and content of the My RC Home, Services, Jobs, Apartments, and Map tabs will not be unique/customized for DOUGLAS.
- Provide tools and training to support DOUGLAS's Privacy Officer or his or her designee in auditing the use of MyRC by DOUGLAS users.

EXHIBIT B

Payment

DOUGLAS shall pay JOHNSON in accordance with the following payment schedule:

1. **Application Fee (one-time):**

- 1% of sunk costs of \$1.3M = \$13,000.00

The Application Fee shall be due and payable upon signing of the Agreement.

2. **Implementation Fees (one-time fees for initial set-up and implementation, including):**

- o Consulting with DOUGLAS on implementation matters (e.g., best practice approaches to staff use of MyRC, establishing auditing protocols, establishing processes to extract client data from DOUGLAS databases)
- o Training of DOUGLAS staff on the features and capabilities of MyRC, correct use of MyRC data, and appropriate exchange of information
- o Establishing procedures for importing and mapping DOUGLAS client data into the Human Services Client Coordination Database
 - For all the above: \$65.00 per hour

Implementation fees will be invoiced quarterly. Payment will be due 30 days from the date of invoice.

3. **Annual Support Fees (adjusted each year based on cost estimates and number of users):**

Payment will be due 30 days from the date of invoice.

- o *User Administration Fee* (addition and deactivation of users and annual comprehensive user verification):
 - Rate of \$0.25 per DOUGLAS user per year
- o *Auditing* (tools and training to support auditing of DOUGLAS users' use of MyRC):
 - Rate of \$.60 per DOUGLAS user per year
- o *Technical Infrastructure* (costs for server hardware, internet bandwidth, application licensing, storage):
 - Rate of \$10.27 per DOUGLAS user per year
- o *Usage Reports* (customized reporting on DOUGLAS users' usage)
 - Rate of \$780.00 per year ("Base"), plus rate of \$65.00 per hour in excess of 12 hours per year (hours in excess of identified hours will be invoiced at the end of each contract year when the service was provided)
- o *Training* (training for DOUGLAS's trainer on new features as enhancements are made)
 - Rate of \$520.00 per year ("Base"), plus rate of \$65.00 per hour in excess of 8 hours per year (hours in excess of identified hours will be invoiced at the end of each contract year when the service was provided)
- o *Custom Query Development* (development of custom queries as requested by DOUGLAS)

- Rate of \$520.00 per year (“Base”), plus rate of \$65.00 per hour in excess of 8 hours per year (hours in excess of identified hours will be invoiced at the end of each contract year when the service was provided)
- o *Data Integration* (integration of client data sets added after initial implementation)
 - Rate of \$2,600.00 per year (“Base”) plus \$65.00 per hour in excess of 40 hours (hours in excess of identified hours will be invoiced at the end of each contract year when the service was provided)
- o *Application Enhancements* (staff time costs of enhancements to MyRC)
 - Annual cost of \$10,400.00 x ratio of DOUGLAS users to total MyRC users (“Proportional Fee”)
- o *Research and Development* (staff time spent designing and developing long-term framework enhancements)
 - Annual cost of \$15,600.00 x ratio of DOUGLAS users to total MyRC users (“Proportional Fee”)

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**BAA**”) amends and is made part of the certain Application and Data Hosting Agreement (“**Agreement**”) by and between **Douglas County, Kansas** (“**Entity**”) and **Johnson County, Kansas** (“**Associate**”).

1. Incorporation - Entity and Associate agree that the parties incorporate this BAA into the Agreement to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (“ARRA”), and their implementing regulations set forth at 45 CFR Parts 160 and 164, as amended (the “HIPAA Rules”).
2. Definitions - The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: breach, data aggregation, designated record set, disclose and disclosure, health care operations, individual, minimum necessary, Notice of Privacy Practices, protected health information (referred to herein as “PHI”), required by law, secretary, security incident, subcontractor, unsecured PHI, and use.
3. Duties of Associate – Associate agrees to:
 - (a) Not use or disclose PHI other than as permitted or required by this BAA or as required by law;
 - (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for herein;
 - (c) Report to Entity any use or disclosure of PHI not provided for herein of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which Associate becomes aware;
 - (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Associate agree to the same restrictions, conditions, and requirements that apply to Associate with respect to such information;
 - (e) Make available PHI in a designated record set to Entity as necessary to satisfy Entity’s obligations under 45 CFR 164.524;
 - (f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Entity’s obligations under 45 CFR 164.526;
 - (g) Maintain and make available the information required to provide an accounting of disclosures to Entity as necessary to satisfy Entity’s obligations under 45 CFR 164.528;
 - (h) To the extent Associate is to carry out one or more of Entity’s obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Entity in the performance of such obligation(s); and

- (i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
4. Permitted Uses and Disclosures by Associate
- (a) Associate may only use or disclose PHI to perform those services specified in the Agreement.
 - (b) Associate may use or disclose PHI as required by law.
 - (c) Associate agrees to make uses and disclosures and requests for PHI consistent with Entity's minimum necessary policies and procedures.
 - (d) Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Entity.
 - (e) Associate may use PHI for the proper management and administration of Associate or to carry out Associate's legal responsibilities.
5. Notice to Associate Regarding Privacy Practices and Restrictions
- (a) Entity shall notify Associate of any limitation(s) in Entity's Notice of Privacy Practices under 45 CFR 164.520, to the extent that such limitation may affect Associate's use or disclosure of PHI.
 - (b) Entity shall notify Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Associate's use or disclosure of PHI.
 - (c) Entity shall notify Associate of any restriction on the use or disclosure of PHI that Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Associate's use or disclosure of PHI.
6. Permissible Requests by Entity - Entity shall not request Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Entity.
7. Term and Termination
- (a) The term of this BAA shall be the same as the term of the parties' Agreement, except Entity may terminate this BAA for cause as authorized in Section 7(b).
 - (b) Associate authorizes termination of this BAA by Entity, if Entity determines Associate has violated a material term of the BAA and Associate has not cured the breach or ended the violation within the time specified by Entity.
 - (c) Upon termination of this BAA for any reason, Associate, with respect to PHI received from Entity, or created, maintained, or received by Associate on behalf of Entity, shall:
 - i. Retain only that PHI which is necessary for Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Entity (or, if agreed to by Entity at the time, destroy) the remaining PHI that the Associate still maintains in any form;

- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Associate retains the PHI;
- iv. Not use or disclose the PHI retained by Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above which applied prior to termination; and
- v. Return to Entity (or, if agreed to by Entity at the time, destroy) the PHI retained by Associate when it is no longer needed by Associate for its proper management and administration or to carry out its legal responsibilities.

The obligations of Associate under this Section 7(c) shall survive the termination of this BAA.

8. Miscellaneous

- (a) A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended. The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.
- (b) Nothing in this BAA shall be construed to create any rights or remedies in any third parties or any agency relationship between the parties.
- (c) The terms and conditions of this BAA override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf.

Entity

Douglas County, Kansas

By: _____

Title: _____

Date: _____

Associate

Johnson County, Kansas

By: _____

Title: _____

Date: _____

EXHIBIT D

MyRC ACCEPTABLE USE POLICY

PLEASE READ THIS ACCEPTABLE USE POLICY (“AUP”) CAREFULLY BEFORE ACCESSING AND USING JOHNSON COUNTY, KANSAS (“JOHNSON”) MyRC WEB-BASED APPLICATION (“MyRC”). IN ACCORDANCE WITH THE APPLICATION AND DATA HOSTING AGREEMENT BETWEEN JOHNSON AND DOUGLAS COUNTY, KANSAS AND BY USING JOHNSON’S MyRC, DOUGLAS COUNTY, KANSAS, ITS WORKFORCE MEMBERS, AFFILIATED CLINICIANS, CONTRACTORS, AND ANY OTHER ORGANIZATION OR INDIVIDUAL WHICH WILL ACCESS MyRC (COLLECTIVELY REFERRED TO IN THIS AUP AS “YOU”) ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AUP. IF YOU DO NOT AGREE TO THE TERMS OF THIS AUP, DO NOT ACCESS OR USE MyRC.

1. General.

- A. You are being granted access to Johnson’s MyRC for use only under the terms of this AUP and any agreements referencing this AUP. Johnson retains ownership of MyRC itself and reserve all rights not expressly granted to you.
- B. Title and intellectual property rights in and to any content displayed by or accessed through MyRC belongs to Johnson. Such content may be protected by federal patient privacy laws, copyright, or other intellectual property laws and treaties, and may be subject to regulation or third party use policies providing such content. This AUP does not grant you any rights to use such content of which you are not the owner, nor does it guarantee that such content will continue to be available to you.
- C. You warrant that you have no intention of varying the volume or value of referrals you make to Johnson in exchange for MyRC access or for access to any other Johnson information. You warrant that you have not agreed, in writing or otherwise, to accept MyRC access in exchange for the referral to Johnson of any patients or other business. You understand that Johnson may decide at any time without notice to no longer provide access to MyRC unless other contracts or agreements state otherwise. You understand that if you are no longer authorized to access MyRC by Johnson, you may no longer use MyRC.

2. Permitted Uses and Restrictions.

- A. Subject to the terms and conditions of this AUP, you are granted limited, non-exclusive access to install, access, use, and run MyRC as described in the MyRC Application and Data Hosting Agreement.
- B. By using MyRC, you assume specific responsibilities in relation to information security and the protection of sensitive information, including confidential patient information, from unauthorized disclosure. You agree to abide by federal regulations for confidentiality and security, including the HIPAA Privacy and

Security Rules. All of your workforce members, including employees, contractors, and volunteers, who are granted access to MyRC must abide by this AUP, including each individual regularly working on your premises who is granted access to MyRC or confidential information.

- C. You understand that Johnson manages health information as part of its mission to serve its clients. Further, you understand that both you and Johnson have a legal and ethical responsibility to safeguard the privacy of all clients and to protect the confidentiality of clients' health information. Additionally, Johnson must assure the confidentiality of Johnson's human resources, payroll, fiscal, research, internal reporting, strategic planning information, or any information that contains Social Security numbers, health insurance claim numbers, passwords, PINs, encryption keys, credit card, or other financial account numbers (collectively, with patient identifiable health information, "Confidential Information").

3. **Accessing Johnson's Confidential Information.**

- A. In the course of accessing and using MyRC, you understand that you may come into the possession of Confidential Information. You will access and use this information only when it is necessary to perform duties in accordance with Johnson's Privacy and Security Policies, this AUP, the MyRC Application and Data Hosting Agreement, and any other agreements referencing this AUP.
- B. You understand that Johnson may log, access, review, and otherwise utilize information stored on or passing through MyRC in order to manage systems and enforce security. You understand that violation of this AUP may result in termination of contracts and/or regulatory violations.
- C. You will not disclose or discuss any Confidential Information with others, including friends or family, who do not have a need to know it. You will not take media or documents containing Confidential Information outside your place of business unless specifically authorized to do so.
- D. You will not publish or disclose any Confidential Information to others using personal e-mail, or to any Internet sites, or through Internet blogs or sites such as Facebook or Twitter. You will only use such communication methods to convey Confidential Information when explicitly authorized to do so in support of you or Johnson business and within the permitted uses of Confidential Information as governed by regulations such as HIPAA.
- E. You will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized. You will only reuse or destroy media in accordance with Johnson standards or agreements.
- F. You will not make any unauthorized transmissions, inquiries, modifications, or purgings of Confidential Information.

- G. You will secure electronic communications by transmitting Confidential Information only to authorized entities, in accordance with industry-approved security standards, such as encryption.

4. Following Appropriate Access.

- A. You will only access or use MyRC as officially authorized, will only do so for the purpose of delivery of medical and related services to your clients, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
- B. You will only access MyRC to review or store your clients' records. By accessing a client's record, you are affirmatively representing to Johnson at the time of each access that you have the requisite business or medical need to know and appropriate consent, and Johnson may rely on that representation in granting such access to you.
- C. You will ensure that only appropriate personnel in your office, who have been through a screening process, will access MyRC and Confidential Information and you will train such personnel on issues related to client confidentiality and access.
- D. You will accept full responsibility for the actions of individuals you authorize to access MyRC and Confidential Information.
- E. You agree that if you, or your staff, stores Johnson's Confidential Information on non-Johnson media or devices or transmits data outside of your offices, that the data then becomes your sole responsibility to protect according to federal regulations, and you will take full accountability for any data loss or breach.

5. Security.

- A. You understand that you may be assigned a unique identifier to track access and use of Confidential Information and that the identifier is associated with your data provided as part of the access verification processes.
- B. You will ensure that members of your workforce use an assigned unique identifier to access Confidential Information.
- C. You will:
 - (i) Use only officially assigned User-ID and passwords;
 - (ii) Use only approved licensed software; and
 - (iii) Use devices with virus protection software.
- D. You will never:

- (i) Disclose passwords or access codes;
 - (ii) Use tools or techniques to break/exploit security measures; or
 - (iii) Connect unauthorized systems or devices to Johnson network.
- E. You will practice good workstation security measures such as using screen savers with activated passwords appropriately, and positioning screens away from public view.
- F. You will use appropriate safeguards to effectively protect security and privacy of data accessed by mobile device.
- G. You will immediately notify Johnson if:
 - (i) Your password has been seen, disclosed, or otherwise compromised;
 - (ii) Media with Confidential Information stored on it has been lost or stolen;
 - (iii) A mobile device with Confidential Information stored on it, or that is capable of accessing Confidential Information, has been lost or stolen;
 - (iv) You suspect a virus infection on MyRC;
 - (v) You are aware of any activity that violates this AUP or privacy and security policies; or
 - (vi) You are aware of any other incident that could possibly have any adverse impact on Confidential Information or Johnson's MyRC.

6. Upon Termination.

- A. You agree to notify Johnson within 24 hours, or the next business day, when members of your office staff with user-IDs and passwords are terminated, so that user accounts to Johnson MyRC are appropriately disabled in accordance with Johnson standards.
- B. You agree that your obligations under this Agreement will continue after termination or expiration of the MyRC Application and Data Hosting Agreement or any other contract with Johnson, or your relationship ceases with Johnson.
- C. Upon termination, you will immediately return any documents or media containing Confidential Information to Johnson.

EXHIBIT E

Form of Contractor User Agreement

The undersigned governmental or quasi-governmental agency or department (the “**Contractor**”) desires to access and utilize the web-based application called My Resource Connection (“**MyRC**”) to facilitate the sharing of limited amounts of client information among participating county agencies and departments to promote the recognition and understanding of client needs, improve the coordination of client services, and to more efficiently utilize community resources. Upon execution of this Contractor User Agreement (the “**CUA**”), the Contractor will be granted access to MyRC pursuant to the terms of that certain Application and Data Hosting Agreement dated effective _____, 2018 (the “**Agreement**”) by and between JOHNSON COUNTY, KANSAS (“**JOHNSON**”), and DOUGLAS COUNTY, KANSAS (“**DOUGLAS**”) pursuant to the following terms and conditions:

1. JOHNSON hereby consents to Contractor accessing and utilizing MyRC pursuant to the terms of the Agreement. All authorized users of Contractor will be considered users of DOUGLAS for purposes of determining compensation due under the Agreement.
2. Contractor agrees to abide by the terms and conditions of the Agreement (including, without limitation, the MyRC Acceptable Use Policy) as if a party thereto.
3. Contractor warrants that its use of MyRC will be in compliance with the Health Information Portability and Accountability Act, as amended (“**HIPAA**”), and with JOHNSON’s HIPAA and Privacy and Security policies and procedures. To the extent that Contractor has access to JOHNSON’s data, Contractor will be considered a Business Associate and the parties will enter into a Business Associate Agreement substantially similar to the form attached as ***Exhibit C*** to the Agreement.
4. Unless otherwise terminated by the parties prior to the expiration of the Agreement, this CUA will remain in effect during the remaining Term of the Agreement. Notwithstanding the foregoing, any party to this CUA may terminate this CUA at any time for any reason without penalty upon ninety (90) days written notice to the other parties.
5. The terms and conditions of the Agreement are incorporated into this CUA; provided, however, that this CUA is subject and subordinate to the Agreement. Except where the context may otherwise imply, all of the terms, provisions, covenants and conditions of the Agreement are hereby incorporated herein and will be applicable to this CUA as if Contractor were DOUGLAS under the Agreement.
6. The parties hereby confirm and acknowledge that the Agreement is in full force and effect. It is understood and agreed that all defined terms when used in this CUA have the same meanings as those used in the Agreement.

7. For the convenience of the parties, any number of counterparts of this CUA may be executed by the parties hereto and each such executed counterpart will be, and will be deemed to be, an original instrument. Facsimile and electronic signatures will be accepted as originals.

IN WITNESS WHEREOF, the parties have executed this CUA as of _____, 20____.

“Contractor”

**[INSERT NAME OF
AGENCY/DEPARTMENT]**

By: _____

Name: _____

Title: _____

“JOHNSON”

**JOHNSON COUNTY, KANSAS BOARD OF
COUNTY COMMISSIONERS**

By: _____

Name: _____

Title: _____

“DOUGLAS”

**DOUGLAS COUNTY, KANSAS BOARD
OF COUNTY COMMISSIONERS**

By: _____

Name: _____

Title: _____

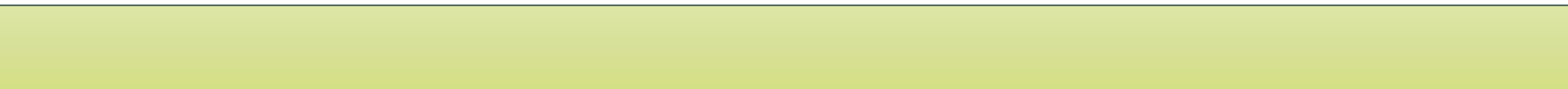
	2018	2019	2020
application fee	\$ 13,000.00	\$ -	\$ -
implementation fees			
120 hours (\$65.00 p/hour)	\$ 7,800.00	\$ 2,730.00	\$ 2,866.50
annual support fees			
user admin fee - \$.25 p/user	\$ 37.50	\$ 37.69	\$ 39.57
auditing - \$.60 p/user	\$ 90.00	\$ 90.45	\$ 94.97
technical infrastructure - \$10.27 p/user	\$ 1,540.50	\$ 1,617.53	\$ 1,698.40
usage reports	\$ 780.00	\$ 819.00	\$ 859.95
training	\$ 520.00	\$ 546.00	\$ 573.30
custom query	\$ 520.00	\$ 546.00	\$ 547.30
data integration	\$ -	\$ 2,730.00	\$ 2,866.50
application enhancements	\$ 3,545.45	\$ 3,120.00	\$ 3,120.00
research & development	\$ 5,318.18	\$ 4,680.00	\$ 4,680.00
	\$ 33,151.64	\$ 16,916.66	\$ 17,346.50
*** <i>USER PRESUMPTION</i>	150	150	150
*** <i>TOTAL MYRC USER PRESUMPTION</i>	440	500	500
	34%	30%	30%



Douglas County E-Community

YEAR IN REVIEW

2017





Goals of the E-Community Partnership

- Grow a flourishing, sustainable entrepreneurial environment supportive of business startups and expansions
- Engage and/or develop entrepreneurial resources to meet identified community and business needs
- Create a revolving loan fund to provide matching loans to entrepreneurs and small businesses with local control of decisions and terms

E-Community Leadership and Partners

- **Leadership Team**

- Baldwin City – Tony Brown, Lori Gardner
- Eudora – Mary Kirkendoll, Keith Nowland
- Lecompton – Elsie Middleton, Jamin Nally
- Douglas County – Nancy Thellman
- Member-At-Large – Dave Hill

- **Ex-Officio Members and supporters**

- Marlin Bates, Jeannette Blackmar, Hank Booth, Brian Cramer, Adam Handshy, John Hay, Leslie Herring, Will Katz, Ted Kriwiel, Pam Staab

Flourishing, Sustainable Entrepreneurial Environment

- **E-Accelerator** - Winter/Spring 2017
 - Accelerate entrepreneurial development as a rural community economic growth strategy.
 - Network Kansas provided coaching to Douglas County E-Community members from Baldwin, Eudora and Lecompton so they can grow local businesses, identify entrepreneurial opportunities and access resources.
 - Key contributors:
 - Jeannette Blackmar, Baldwin City Chamber of Commerce
 - Mary Kirkendoll, Eudora Chamber of Commerce
 - Ted Kriwiel, Network Kansas

Engage and Develop Entrepreneurial Resources

- **Business Entrepreneurship Excellence Series**
 - Collaboration between Baldwin and Eudora Chambers of Commerce to serve a COUNTYWIDE audience
 - Session 1 – November 2017
 - Session 2 – January 2018
 - Session 3 – March 2018
 - Session 4 – June 2018
- **\$96,333 in 2017 Entrepreneurship Tax Credits**
 - \$9,633 proceeds to Douglas County E-Community Marketing Fund

Engage and Develop Entrepreneurial Resources

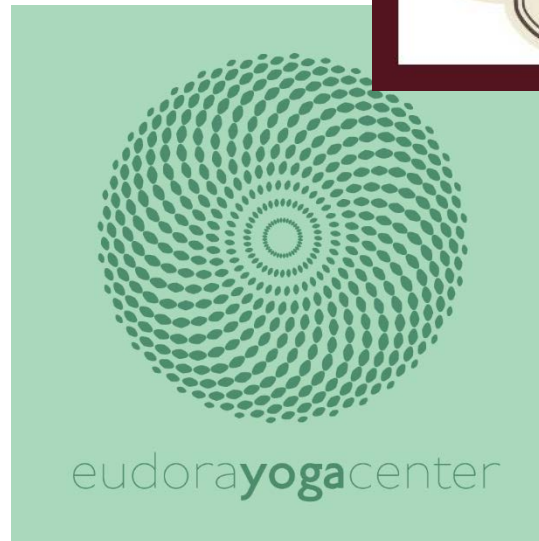
- **Douglas County and Lawrence/Metro E-Community Partnerships**
 - E-Community Lenders Luncheon – June 15, 2017
 - E-Community promotional video – October, 2017
 - Douglas County Youth Entrepreneurship Challenge 2017/2018



Revolving Loan Fund for Entrepreneurs and Small Businesses

2012 - 2017

- 10 loans disbursed
 - 3 loans paid off in full
 - 2 new loans in 2017
- \$208,680 loans funded
 - Average loan \$20,000
- 4.48% average loan rate



Revolving Loan Fund – Elite Chiropractic

Chiropractor – Baldwin City

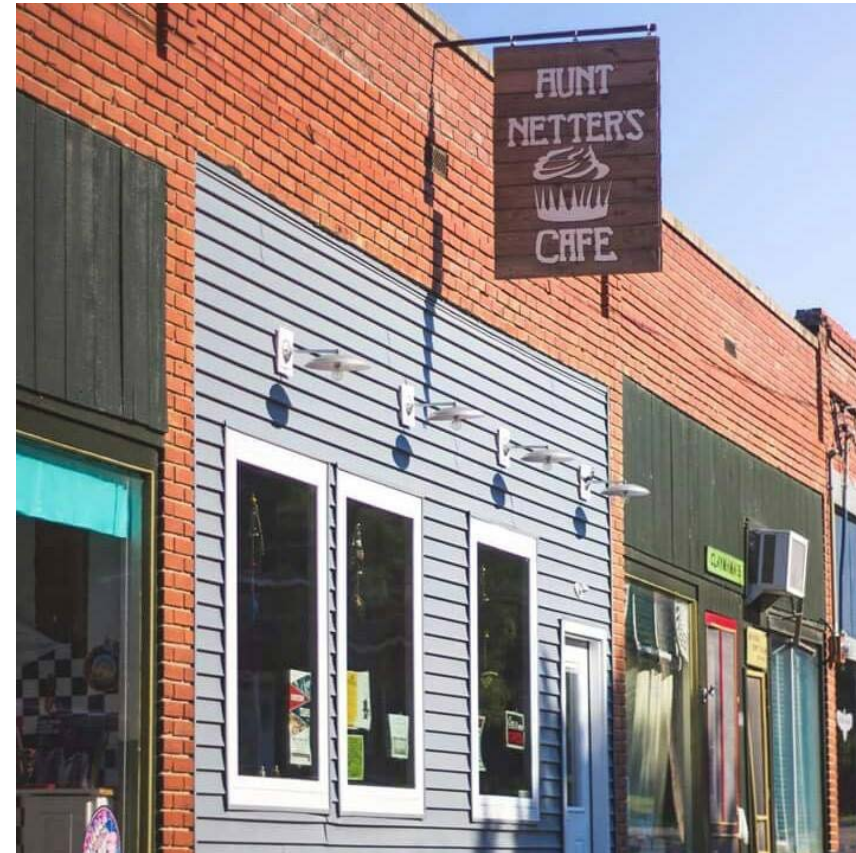
- Owned and operated by Dr. Ethan James
- 1 full-time employees
 - Anticipates additional employee as patient volume increases
 - Currently see 8-12 patients weekly, with 3 new patients on average each week.



Revolving Loan Fund – Aunt Netters

Café and Bakery -Lecompton

- Owned and operated by Jamin and Annette Nally
- 3 full-time and 5 part-time employees
 - ~\$240,000 2017 gross sales
 - ~27,000 meals served (breakfast, lunch and dinner)
- Top 20 places to eat by voters in Kansas Magazine



Revolving Loan Fund – Wakarusa Brewery

Brewery & Tasting Room - Eudora

- Owned and operated by John Randke and James Hightreet
- 1 full-time and 5 part-time employees
- Opened late 2017
 - ~\$10,000 monthly sales
 - ~\$130-\$160,000 estimated year 1 (2018) sales
 - \$180-\$200,000 estimated future annual sales



Revolving Loan Fund – Wakarusa Brewery



Revolving Loan Fund – Wakarusa Brewery



Looking to 2018

- **NEW Network Kansas Regional Loan Fund**
 - Douglas County is considered a Level 1 E-Community
 - Annual loan fund max: **\$250,000**
 - *Previously limited to balance of funds in account*
 - Loan maximum: **\$75,000**
 - *Previously \$45,000*
 - Loan approvals, terms and all decisions will continue under previous model, conducted by the Financial Review Board
 - *Jim Sears, Brian Cramer, Leslie Herring, Jason Hoover, Elsie Middleton, Jamin Nally, Nancy Thellman*
 - Access to all board certified programs
 - *Example: Destination Boot Camp*