

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

MONDAY, JUNE 25, 2018 – Budget Hearings; 8:00 a.m. - Noon

TUESDAY, JUNE 26, 2018 – Budget Hearings; 8:00 a.m. - Noon

WEDNESDAY, JUNE 27, 2018 – Budget Hearings; 8:00 a.m. - Noon

WEDNESDAY, June 27, 2018

4:00 p.m.

-Douglas County CRS Award Presentation (Andy Megrail with FEMA)

-Consider approval of the minutes for May 9, May 16, May 23, May 30, June 6 and Jun 13, 2018.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) [Consider request to amend and extend contract with Advanced Correctional Healthcare \(Gary Bunting\)](#)

REGULAR AGENDA

- (2) [Public Hearing to receive and act on petition to annex property to Rural water district #5 \(Todd Luckman representing Water District #5\)](#)
- (3) (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) JAAA Advisory Council (2) position
- (g) JAAA Board of Directors (1) position
- (c) Public Comment
- (d) Miscellaneous
- (4) Adjourn

WEDNESDAY, JULY 4, 2018 – cancelled

WEDNESDAY, JULY 11, 2018

WEDNESDAY, JULY 18, 2018

WEDNESDAY, JULY 25, 2018

WEDNESDAY, AUGUST 1, 2018

WEDNESDAY, AUGUST 8, 2018

WEDNESDAY, AUGUST 15, 2018

WEDNESDAY, AUGUST 22, 2018

WEDNESDAY, AUGUST 29, 2018 - cancelled

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

OFFICE OF

Jim Martin, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168



THE SHERIFF

Gary Bunting, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(785) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinaug

From: Sheriff Kenneth M. McGovern

Date: June 22, 2018

Subject: Request to Amend and Extend Contract with Advanced Correctional Healthcare

On May 25, 2016, the Board of County Commissioners approved the Douglas County Sheriff's Office's to enter into an annual inmate medical services contract with Advanced Correctional Healthcare (ACH) with the option for the Sheriff's Office to extend the contract for up to another four additional one-year terms. The Sheriff's Office extended the first of the four one-year terms in 2017.

The Sheriff's Office is requesting permission to amend and extend this contract. There are only minor changes to the contract. First, our agency would like to increase the certified medical technician coverage by 16 hours per week due to the increase in our inmate population. This would allow a nurse to be available for services during medication pass. Second, the overall cost of the contract has increased at the rate of the consumer price index as permitted by the original contract. Lastly, section 3.2.2.2 increased in the amount of \$.03 daily, and section 3.2.2.3 increased by \$.01 daily.

The original signed contract has been provided for the commissioners' reference. The effective date of this amendment and extension will be July 1, 2018 expiring on June 30, 2019. The funding for this request is available in the 2018 budget.

I recommend that the Board of County Commissioners approve this request to amend and extend the contract with ACH. Undersheriff Gary Bunting and/or I will be available to answer any questions.

SECOND AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES, DOUGLAS COUNTY, KANSAS

The AGREEMENT entered into on June 1, 2016 by and between the County of Douglas, Kansas, through the Douglas County Sheriff (hereinafter "COUNTY"), and Advanced Correctional Healthcare, Inc. (hereinafter "ACH"), is AMENDED as follows, effective _____, _____ at 12:01 A.M.

Section 1.18 is hereby amended as follows:

- 1.18 POOL. The COUNTY will have a POOL of four hundred forty-eight thousand dollars (\$448,000) to be used every twelve (12) months (hereinafter referred to as the "POOL"). The POOL money will be spent as indicated in this AGREEMENT. Certain NON-COUNTY INMATE costs (including but not limited to dental care, MOBILE SERVICES, OFF-SITE SERVICES, and SPECIFIED MEDICATIONS) may not be paid for with POOL money.

Section 1.21.4 is hereby amended as follows:

- 1.21.4 CERTIFIED MEDICAL TECHNICIAN. ACH will provide on-site certified medical technician for fifty-six (56) hours per week on a schedule approved by the COUNTY. The COUNTY agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to HOLIDAYS, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the COUNTY or designee will negotiate a mutually agreeable remedy. Wages for the certified medical technician will be paid for with POOL money.

Section 3.1 is hereby amended as follows:

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be six hundred fifty-two thousand ninety-seven dollars and zero cents (\$652,097.00). The COUNTY will make monthly payments of fifty-four thousand three hundred forty-one dollars and forty-two cents (\$54,341.42), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior to the month in which services are to be rendered. The COUNTY agrees to pay ACH within thirty (30) days of receipt of the bill.

Sections 3.2.2.2 and 3.2.2.3 are hereby amended as follows:

- 3.2.2.2 COUNTY INMATES. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of COUNTY INMATES above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.70 per inmate per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.70 x 91)
- 3.2.2.3 NON-COUNTY INMATES. To cover the cost of incidental medical expenses for NON-COUNTY INMATES (such as disposable medical supplies and biomedical waste disposal services), a separate per diem rate of \$0.28 per inmate per day will be assessed for each NON-COUNTY INMATE housed in the FACILITY in excess of the contracted NON-COUNTY INMATE ADP.

Section 5.20 is hereby amended as follows:

5.20 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time, and will be deemed to have been given when sent. To the COUNTY: Douglas County Detention Center, 3601 E. 25th Street, Lawrence, KS 66046; facsimile: 785.830.1085. To ACH: Advanced Correctional Healthcare, Inc., Attn: Contracts Manager, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: alex.kinzinger@advancedch.com.

REASON FOR CHANGE: Increased annual pool; increased certified medical technician hours; increased annual price; updated per diems; updated notice section.

AMENDMENT AGREED TO AND ACCEPTED:

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica Young, Esq, CCHP
President

Date

COUNTY OF DOUGLAS, KANSAS

Ken McGovern
Sheriff

Date

Nancy Thellman
Chair of the County Commission

Date

Jameson D. Shew
County Clerk

Date

Please complete and return via fax to 309.214.9977 or email to alex.kinzinger@advancedch.com

If this contract is not returned to ACH by July 21, 2018 the price may be subject to increase.

AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES
DOUGLAS COUNTY, KANSAS

This Agreement for the Provision of Inmate Health Services (hereinafter referred to as the "AGREEMENT"), effective as of the date of the last signature hereto, entered into by and between the County of Douglas, located in the State of Kansas (hereinafter referred to as the "COUNTY") and Douglas County Sheriff in his official capacity (hereinafter referred to as the "SHERIFF"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), an Illinois corporation.

RECITALS

WHEREAS, the COUNTY desires to provide professional and responsive healthcare services to the inmates of the Douglas County Detention Center (hereinafter referred to as the "FACILITY"); and

WHEREAS, ACH is a corporation which provides professional and responsive healthcare services in incarceration facilities.

NOW THEREFORE, the parties enter into this AGREEMENT as hereinafter set forth.

DEFINITIONS

CORPORATE HOLIDAYS - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

COUNTY INMATES - Inmates booked into the custody of the COUNTY or SHERIFF and presently incarcerated in the FACILITY, but not to include NON-COUNTY INMATES.

ELECTIVE CARE - Care which, if not provided, would not, in the opinion of ACH's practitioner (a licensed practitioner employed by ACH), cause the inmate's health to deteriorate, or cause harm to the inmate's well-being.

MID-LEVEL PRACTITIONER - An advanced registered nurse practitioner or physician assistant who has completed an advanced training program. A MID-LEVEL PRACTITIONER will be duly licensed to practice medicine in the appropriate state.

MOBILE SERVICES - Laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services.

NON-COUNTY INMATES - Inmates who are covered by a government health program for American Indians; work release inmates while on work release; inmates during transport to/from outside facilities; and inmates housed in the FACILITY for other counties, State Department of Corrections, U.S. Immigration and Customs Enforcement (ICE), U.S. Marshals, and/or other federal agencies.

OFF-SITE SERVICES - Medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing, hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services.

SPECIFIED MEDICATIONS - Medications related to the treatment of HIV, AIDS, HIV/AIDS related diseases, hepatitis, cystic fibrosis, multiple sclerosis, cancer, and/or active tuberculosis, as well as medications listed as biological and/or anti-rejection drugs. Medications related to these treatments will be defined in accordance with medical literature.

ARTICLE 1:
DUTIES AND OBLIGATIONS OF ACH

For and in consideration of the compensation to be paid to ACH as hereinafter set forth, ACH agrees as follows:

- 1.1 **ADVANCED TRAINING.** The FACILITY is entitled to receive one copy each of the training videos produced and sold by ACH at no additional charge, with the following exception: facilities will not receive training videos which cover topics for which they have already received an ACH training video covering that topic. If a training video is lost or stolen, the FACILITY may be charged a replacement fee to replace the video. ACH training videos are to be viewed by the FACILITY staff only and are not to be reproduced except with the prior written permission of ACH. ACH does not guarantee training credits and is not responsible for obtaining training credits on behalf of the FACILITY staff.
- 1.2 **COLLECTION OF DNA/PHYSICAL EVIDENCE AND FORENSIC INFORMATION.** ACH will perform body cavity searches on-site with signed consent from the inmate in accordance with the following guidelines: ACH staff are prohibited from participating in the collection of forensic evidence, except when: (1) complying with state laws that require blood samples from inmates, so long as there is consent of the inmate and ACH staff are not involved in any punitive action taken as a result of an inmate's nonparticipation in the collection process, (2) conducting body cavity searches, and blood or urine testing for alcohol or other drugs when done for medical purposes by a practitioner's order, and/or (3) conducting inmate-specific, court-ordered laboratory tests, examinations, oral swabs, or radiology procedures with consent of the inmate. ACH will not pay for any costs associated with any body cavity search or any other collection of forensic information, including, but not limited to, any associated medical fees, laboratory fees, added personnel costs, and/or court costs.
 - 1.2.1 **SEXUAL ASSAULT.** In the case of sexual assault, the inmate victim will be sent to the hospital for appropriate collection of evidence which includes chain of custody, counseling, and care. Court-ordered body cavity searches will be referred to the appropriate facility or emergency room.
- 1.3 **CQI MEETINGS.** ACH will review, at the scheduled Continuous Quality Improvement (CQI) meetings with the SHERIFF or designee, the healthcare reports concerning the overall operation of the healthcare services program and the general health of the inmates of the FACILITY.
- 1.4 **DENTAL CARE.** ACH will provide dental triage screenings for inmates for the purpose of identifying serious dental needs. POOL money will pay for any costs associated with dental care.
- 1.5 **ECTOPARASITES.** For inmates presenting with symptoms of ectoparasitic infection (as determined by the ACH practitioner), ACH will provide and pay for medically indicated treatment. For inmates without symptoms of ectoparasitic infection, ACH will provide treatment at the SHERIFF'S request, and the COUNTY will be responsible for the cost of the treatment. ACH will not be responsible for facility cleaning for ectoparasites.
- 1.6 **ELECTIVE CARE.** ACH will not provide ELECTIVE CARE to inmates. Decisions concerning ELECTIVE CARE will be consistent with the applicable American Medical Association (AMA) standards.
- 1.7 **FACILITY STAFF TRAINING.** Upon request of the SHERIFF, ACH will provide training for FACILITY staff on topics to be mutually agreed upon.
- 1.8 **HEALTH EDUCATION AND EVALUATIONS.** ACH will provide health education materials to the SHERIFF for inmate education. ACH will also provide on-site health evaluations and medical care for inmates. Additionally, ACH will provide basic physical examinations for potential inmate workers to ensure the inmates are physically capable of performing assigned work duties.
- 1.9 **INMATE LABOR.** Inmates will not be employed or otherwise engaged or utilized by ACH in the direct rendition of any healthcare services.

- 1.10 MEDICAL CLAIMS RE-PRICING. ACH will be responsible for the re-pricing of medical claims. Once claims are received, ACH will calculate the applicable discount (if any) and confirm the integrity of the claim prior to payment.
- 1.11 MEDICAL RECORDS. Inmate medical records will always be the property of the SHERIFF and will remain with the SHERIFF. ACH will maintain or require being maintained medical records for each inmate who has received healthcare services. The medical records will be kept separate from the inmate's confinement record. A complete copy of the original applicable medical record will be available to accompany each inmate who is transferred from the FACILITY to another location for off-site services or transferred to another institution. Medical records will be kept confidential, subject to applicable laws and exemptions regarding confidentiality of inmate medical records. ACH will comply with the SHERIFF's policy with regard to access by inmates to their medical records. The SHERIFF will provide ACH with reasonable ongoing access to all medical records, even after the expiration of this AGREEMENT, for the purpose of defending litigation.
- 1.12 MEDICAL SUPPLIES (DISPOSABLE). ACH will pay for and provide disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies. Typical disposable medical supplies expected in a medical unit would be tongue blades, Band-Aids, gauze pads, medical tape, sterile water, saline, pregnancy tests, blood sugar strips, peak flow mouth pieces, O2 tubing, urine test strips, syringes, gloves **for the medical staff**, med cups, lancets, ammonia ampules, cotton-tip applicators, and alcohol preps.
- 1.13 MENTAL HEALTH SERVICES – CRISIS INTERVENTION. ACH will refer inmates to crisis intervention services when indicated. The crisis intervention services will be provided by the FACILITY staff in concert with ACH staff. ACH will coordinate with the medical and programming services (e.g., chemical dependence) at the FACILITY so that patient management is appropriately integrated, health needs are met, and the impact of any of these conditions on each other is adequately addressed. ACH will use an integrated and multidisciplinary team (including FACILITY staff) to develop treatment plans for inmates displaying problematic behavior.
- 1.14 MOBILE SERVICES. When MOBILE SERVICES are required for medical reasons and are available to come to the FACILITY, ACH will arrange for those services for inmates in accordance with the SHERIFF's policies and procedures. POOL money will pay for the costs associated with MOBILE SERVICES.
- 1.15 OFF-SITE SERVICES. When OFF-SITE SERVICES are required for medical reasons, ACH will arrange for those services for inmates and in accordance with the SHERIFF's policies and procedures. POOL money will pay for any costs associated with OFF-SITE SERVICES.
- 1.16 OTHER SERVICES AND EXPENSES. ACH will not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this AGREEMENT.
- 1.17 PHARMACEUTICALS.
- 1.17.1 COURT-ORDERED MEDICATIONS AND TESTING. ACH will provide all court-ordered medications and testing to inmates.
- 1.17.1.1 COUNTY INMATES. ACH will only pay for court-ordered medications that (1) the ACH practitioner considers appropriate and (2) are not included on the SPECIFIED MEDICATIONS list. All other court-ordered medications and testing for COUNTY INMATES will be paid for with POOL money.
- 1.17.1.2 NON-COUNTY INMATES (not to include inmates housed for ICE). ACH will only pay for court-ordered medications that (1) the ACH practitioner considers appropriate and (2) are prescribed over-the-counter medications. All other court-ordered medication and testing for NON-COUNTY INMATES will be billed to the COUNTY so the COUNTY may seek reimbursement from the responsible authority of the NON-COUNTY INMATE.
- 1.17.2 HOME MEDICATIONS. The COUNTY agrees to allow home medications in the FACILITY when they are able to be properly verified.

- 1.17.3 COUNTY INMATES. ACH will provide all medically-indicated pharmaceuticals for COUNTY INMATES. ACH will pay for prescription medications; prescribed over-the-counter medications; and psychotropic medications which are prescribed by ACH practitioners; with the following exception: POOL money will pay for all SPECIFIED MEDICATIONS. POOL money will also pay for all psychotropic medications which are prescribed by non-ACH practitioners.
- 1.17.4 INMATES HOUSED FOR ICE. ACH will provide all medically-indicated pharmaceuticals for inmates housed for ICE. ACH will not pay for any pharmaceuticals for ICE inmates. Prescription medications will be billed directly to ICE by the applicable pharmacy. The COUNTY will pay for any prescription medications for which ICE refuses to pay, as well as any prescribed over-the-counter medications.
- 1.17.5 NON-COUNTY INMATES (not to include inmates housed for ICE). ACH will provide all medically-indicated pharmaceuticals for NON-COUNTY INMATES. ACH will only pay for prescribed over-the-counter medications. All other prescription medications will be billed to the COUNTY so the COUNTY may seek reimbursement from the responsible authority of the NON-COUNTY INMATE.
- 1.18 POOL. The COUNTY will have a POOL of four hundred twenty thousand dollars (\$420,000.00) to be used every twelve (12) months (hereinafter referred to as the "POOL"). The POOL money will be spent as indicated in this AGREEMENT. Certain NON-COUNTY INMATE costs (including but not limited to dental care, MOBILE SERVICES, OFF-SITE SERVICES, and SPECIFIED MEDICATIONS) will not be paid for with POOL money.
- 1.18.1 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the POOL. Any costs exceeding the POOL will be reconciled back to the COUNTY at the time the costs exceed the POOL, or monthly, as needed.
- 1.18.2 All monies remaining in the POOL after receipt of invoices will be returned to the COUNTY within ninety (90) days after the twelve (12) month term. Invoices received more than ninety (90) days after the close of the twelve (12) month term will be forwarded to the COUNTY for payment.
- 1.18.3 In the event this AGREEMENT is terminated prior to the twelve (12) month term in which the POOL applies, any remaining POOL monies will be prorated for the portion of the twelve (12) month term elapsed. Costs exceeding the prorated amount will be paid by the COUNTY.
- 1.19 PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Should the SHERIFF choose to comply with PREA, ACH will endeavor to comply with PREA, applicable PREA standards, and the FACILITY's policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within the FACILITY. ACH acknowledges that, in addition to self-monitoring, the FACILITY may conduct announced or unannounced monitoring to include on-site monitoring.
- 1.20 SHERIFF'S POLICIES, PROCEDURES, AND PROTOCOLS. ACH staff will operate within the requirements of the SHERIFF's policies, procedures, and protocols as communicated to ACH staff by the SHERIFF or designee. Such policies, procedures, and protocols may change from time to time; if so, the SHERIFF or designee will promptly notify ACH staff, provide them with a written copy of the modified policy, procedure, or protocol, and provide any necessary training to the ACH staff. All policies, procedures, and protocols regarding operations within the FACILITY will at all times remain the property of the SHERIFF and will remain at the FACILITY after termination of this AGREEMENT.
- 1.21 STAFFING. ACH will provide staffing coverage as requested by the SHERIFF and detailed in this staffing section.
- 1.21.1 MEAL BREAKS. It is understood and agreed that ACH employees are allowed to leave the premises during the work day for meal breaks.
- 1.21.2 NURSING. ACH will provide on-site licensed practical nursing coverage for one hundred fifty-two (152) hours per week and registered nursing coverage for forty (40) hours per week on a schedule approved by

the SHERIFF. When approved by the SHERIFF or designee, hours worked in excess of the contracted amount will be billed monthly to the COUNTY at the prevailing wage and benefit rate of the ACH employee. For hours of absence due to CORPORATE HOLIDAYS, paid time off, or sick time, the hours will not be replaced or credited. For all other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH's Director of Medical Operations for the FACILITY and the SHERIFF or designee will negotiate a mutually agreeable remedy. Wages for the nursing staff will be paid for with POOL money.

1.21.3 PRACTITIONER. A physician and/or MID-LEVEL PRACTITIONER will visit the FACILITY weekly or as otherwise agreed by the SHERIFF and ACH, and will stay until all work is completed. A MID-LEVEL PRACTITIONER will only be used with the approval of the SHERIFF. The physician and/or MID-LEVEL PRACTITIONER will be available by telephone to the FACILITY and medical staff on an on-call basis, seven (7) days per week, twenty-four (24) hours per day. For scheduled visits that fall on CORPORATE HOLIDAYS, coverage will be provided by telephone only.

1.21.4 CERTIFIED MEDICAL TECHNICIAN. ACH will provide on-site certified medical technician for forty (40) hours per week on a schedule approved by the SHERIFF. When approved by the SHERIFF or designee, hours worked in excess of the contracted amount will be billed monthly to the SHERIFF at the prevailing wage and benefit rate of the ACH employee. For hours of absence due to CORPORATE HOLIDAYS, paid time off, or sick time, the hours will not be replaced or credited. For all other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH's Director of Medical Operations for the FACILITIES and the SHERIFF or designee will negotiate a mutually agreeable remedy. Wages for the certified medical technician will be paid for with POOL money.

1.22 TUBERCULOSIS (TB) TESTING.

1.22.1 FACILITY STAFF. ACH will perform TB skin tests as directed by the SHERIFF. The COUNTY will pay for the TB serum and related supplies. Upon the SHERIFF's request, ACH will secure the serum and related supplies through the correctional pharmacy to secure the best possible price, then bill the COUNTY for those costs.

1.22.2 INMATES. ACH will provide TB skin tests as directed by the SHERIFF. ACH will pay for the TB serum and related supplies.

ARTICLE 2: **DUTIES AND OBLIGATIONS OF THE COUNTY**

2.1 BIOMEDICAL WASTE DISPOSAL. The COUNTY will be responsible for the provision of and cost of biomedical waste disposal services at the FACILITY consistent with all applicable laws. Typical biomedical waste expected in the medical unit would be bandages, dressings, gloves, hypodermic needles, laboratory containers, sharps, and syringes.

2.2 DUTY TO PROTECT INMATES. The non-delegable duty to protect inmates is, and always will be, vested in the SHERIFF. This AGREEMENT does not result in the assumption of a non-delegable duty by ACH. As such, the SHERIFF specifically retains the duty and obligation for security of the inmates. This duty extends to the control of inmate movement. ACH and its personnel will assume no responsibility for the movement of inmates and assume no responsibility for inmate protection at any time.

2.3 HIRING OF ACH STAFF. While ACH is pleased to provide staffing during this engagement, ACH does not expect the COUNTY to offer permanent employment to ACH employees or independent contractors. ACH has a significant investment in the training and professional development of our employees and independent contractors and they are valued employees and independent contracts of ACH. If the COUNTY should hire any ACH employee or independent contractor during this AGREEMENT term or within one (1) year after this AGREEMENT's termination, the COUNTY will be billed a professional replacement fee of Ten Thousand Dollars (\$10,000) to compensate ACH for each employee or independent contractor, with the following

exception: this does not apply to any medical staff member who was employed by the COUNTY prior to this AGREEMENT.

- 2.4 **INMATE INFORMATION.** The SHERIFF will provide, as needed, information pertaining to inmates that ACH and the SHERIFF mutually identify as reasonable and necessary for ACH to adequately perform its obligations to the SHERIFF and the COUNTY. Additionally, during this AGREEMENT period, and for a reasonable time thereafter, the SHERIFF will provide ACH, at ACH's request, the SHERIFF's records relating to the provision of healthcare services to inmates as may be reasonably requested by ACH in connection with an investigation of, or defense of, any claim by a third party related to ACH's conduct. As ACH may reasonably request, and consistent with applicable state and federal laws and the foregoing provision, the SHERIFF will also make available to ACH such records as are maintained by the SHERIFF, hospitals, and other off-site healthcare providers involved in the care or treatment of inmates (to the extent the SHERIFF has any control over those records). Any such information provided by the SHERIFF to ACH that the SHERIFF considers confidential will be kept confidential by ACH and will not, except as may be required by law, be distributed to any third party without the prior written approval of the SHERIFF. Notwithstanding any provision of this AGREEMENT to the contrary, the SHERIFF's internal affairs investigative records will not be required to be provided to ACH or any other person or entity (except as may be required by law).
- 2.5 **MEDICAL EQUIPMENT (DURABLE).** Medical equipment remains the responsibility of the SHERIFF. At the SHERIFF's request, ACH may assist the SHERIFF in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, emesis basin, CPR AmbuBag (adult & 2-way mask), refrigerator (small), and scales. Upon termination of this AGREEMENT, the medical equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.6 **NON-MEDICAL CARE OF INMATES.** The COUNTY will provide and pay for all other personal (non-medical) needs of the inmates while in the FACILITY, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.7 **OFFICE EQUIPMENT (DURABLE).** The SHERIFF will provide use of COUNTY-owned office equipment and all necessary utilities in place at the FACILITY's healthcare unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner. Upon termination of this AGREEMENT, the office equipment will be in good working order, with allowances made for reasonable wear and tear.
- 2.8 **OFFICE SUPPLIES (DISPOSABLE).** The COUNTY will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of inmate healthcare services.
- 2.9 **SECURITY.** The SHERIFF will maintain responsibility for the physical security of the FACILITY and the continuing security of the inmates. ACH and the SHERIFF understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of ACH, as well as for the security of inmates and FACILITY staff, consistent with the correctional setting. The SHERIFF will provide security sufficient to enable ACH and its personnel to safely provide the healthcare services described in this AGREEMENT. The SHERIFF will screen ACH's proposed staff to ensure that they will not constitute a security risk. The SHERIFF will have final approval of ACH's employees in regards to security/background clearance.

ARTICLE 3: **COMPENSATION/ADJUSTMENTS**

- 3.1 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be five hundred ninety-seven thousand three hundred thirty-three dollars and ninety-four cents (\$597,333.94). The COUNTY will make monthly payments of forty-nine thousand seven hundred seventy-seven dollars and eighty-three cents (\$49,777.83), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior

to the month in which services are to be rendered. The COUNTY agrees to pay ACH prior to the tenth (10th) day of the month in which services are rendered.

- 3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary date of this AGREEMENT, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for medical care, but will not be lower than zero percent (0%) or higher than three percent (3%). The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics. The annual increase will be provided to the COUNTY by ACH no later than April 1 of the year before the commencement of the possible one year term extension.
- 3.2 QUARTERLY ADJUSTMENTS. Account reconciliation will be completed for variances in the ADP and other expenses, such as equipment or services purchased by ACH (with prior approval of the COUNTY) on behalf of the COUNTY.
- 3.2.1 AVERAGE DAILY POPULATION (ADP). ADP for a given quarter will be determined from the FACILITY census records. For billing purposes, the COUNTY INMATE ADP will be 186 and the NON-COUNTY INMATE ADP will be 0. Inmates who are not presently incarcerated in the FACILITY (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the COUNTY. The ADPs reported to ACH should only include those inmates presently incarcerated in the FACILITY.
- 3.2.2 PER DIEM.
- 3.2.2.1 GENERAL. Per diem rate(s) are intended to cover additional costs in those instances where minor, short-term changes in the inmate population results in the higher utilization of routine supplies and services. The per diem is not intended to provide for any additional fixed costs, such as new fixed staffing positions that might prove necessary if the inmate population grows significantly and is sustained. ACH will request the monthly count for these separate populations on a quarterly basis.
- 3.2.2.2 COUNTY INMATES. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of COUNTY INMATES above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.67 per inmate per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.67 x 91)
- 3.2.2.3 NON-COUNTY INMATES. To cover the cost of incidental medical expenses for NON-COUNTY INMATES (such as disposable medical supplies, biomedical waste disposal services, and medical malpractice and civil rights insurance coverage), a separate per diem rate of \$0.27 per inmate per day will be assessed for each NON-COUNTY INMATE housed in the FACILITY in excess of the contracted NON-COUNTY INMATE ADP.
- 3.2.3 ARREARS. Any contract amount in arrears will be settled through reconciliation and adjusted accordingly. Adjustments will be made to the first monthly invoice prepared after reconciliation between ACH and the COUNTY. Payment of the adjusted amount will be due upon receipt of said invoice.

ARTICLE 4: **TERM AND TERMINATION**

- 4.1 TERM. The term of this AGREEMENT will begin on July 1, 2016 at 12:01 A.M. and will continue in full force and effect until June 30, 2017 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this AGREEMENT. The COUNTY will have the option to renew this AGREEMENT for up to four (4) additional one (1) year terms, provided that the COUNTY provided notice to ACH at least 30 days prior to the date this AGREEMENT would otherwise terminate. The term of this AGREEMENT will extend one additional year each time the COUNTY exercises its option to renew. The COUNTY's extension of this AGREEMENT one or more

times will not require the COUNTY to exercise its option to extend for the full four (4) additional years. ACH agrees to provide the COUNTY with the annual increase for the extended term as detailed in section 3.1.1 above.

4.2 TERMINATION.

4.2.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT will be subject to annual appropriations by the COUNTY. If funds are not appropriated for this AGREEMENT, then upon exhaustion of such funding, the COUNTY and the SHERIFF will be entitled to immediately terminate this AGREEMENT without penalty or liability. Recognizing that such termination may entail substantial costs for ACH, the COUNTY and the SHERIFF will act in good faith and make every effort to give ACH reasonable advance notice of any potential problem with funding or appropriations. The COUNTY agrees to pay for services rendered up to the point of termination.

4.2.2 30-DAY OUT CLAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY, the SHERIFF, or ACH may, without prejudice to any other rights they may have, terminate this AGREEMENT by giving thirty (30) days' advance written notice to the other party. If thirty (30) days' advance written notice is provided, termination will be without penalty to any of the parties. If the SHERIFF or the COUNTY gives ACH less than thirty (30) days' advance written notice, the COUNTY agrees to pay to ACH a penalty equal to one (1) month's contract price as an early termination fee.

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

- 5.1 ADVICE OF COUNSEL. Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this AGREEMENT, (b) is freely entering into this AGREEMENT of his/her or its own volition, and (c) understands and agrees that this AGREEMENT will be construed as if drafted by both parties and not by one party solely.
- 5.2 ARBITRATION; GOVERNING LAW. The parties hereby agree that any dispute arising under this AGREEMENT, or in connection with any breach thereof, will be finally resolved through binding arbitration conducted in Lawrence, Kansas, in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single, neutral arbitrator appointed in accordance with such Rules. No punitive damages may be granted by the arbitrator. The parties agree that the arbitrator's decision will be the sole, exclusive and binding remedy between them regarding any and all such disputes. This AGREEMENT, and any arbitration conducted thereby, will be governed by the laws of the State of Kansas (without reference to conflicts of laws principles).
- 5.3 ASSIGNMENT. ACH may not assign this AGREEMENT or any rights hereunder in whole or in part. Subject to the foregoing, this AGREEMENT will inure to the benefit of and be binding upon each of the heirs, permitted assigns, and successors of the respective parties. Any assignment in violation of this section will be null and void.
- 5.4 ATTORNEY FEES AND COSTS. In the event a lawsuit, arbitration, or mediation is initiated by either party, the party against whom a judgment or award is entered will also be liable for costs of suit and reasonable attorneys' fees as set by the court or arbitrator.
- 5.5 AUTHORITY. The persons signing below represent that they have the right and authority to execute this AGREEMENT for their respective entities and no further approvals are necessary to create a binding AGREEMENT.
- 5.6 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. The SHERIFF, the COUNTY, and ACH agree that no party will require performance of any ACH or COUNTY employee, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations.
- 5.7 COUNTERPARTS; HEADINGS. This AGREEMENT may be executed in counterparts, each of which will be an original and all of which will constitute one AGREEMENT. The headings contained in this AGREEMENT are for reference purposes only and will not affect in any way the meaning or interpretation of this AGREEMENT.

The terms "inmate" and "detainee" may be used interchangeably throughout this AGREEMENT and will not affect in any way the meaning or interpretation of this AGREEMENT.

- 5.8 DEPARTMENT OF JUSTICE REQUIREMENTS. The COUNTY will be responsible for any additional services required at the FACILITY as the result of governmental (including, but not limited to, the Department of Justice, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order.
- 5.9 ENTIRE AGREEMENT; AMENDMENT. This AGREEMENT represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.10 EQUAL EMPLOYMENT OPPORTUNITY. It is the policy of ACH to provide equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. In addition, it is the policy of ACH to comply with applicable state and local laws governing nondiscrimination in employment in every location in which ACH has facilities and employees. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.11 EXCUSED PERFORMANCE. In case performance of any terms of parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.
- 5.12 FURTHER ACTS. The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this AGREEMENT.
- 5.13 GROUP PURCHASING. The COUNTY authorizes ACH to sign up the FACILITY as a ship-to site under ACH's group purchasing plan.
- 5.14 HOLD HARMLESS AND INDEMNIFY.
 - 5.14.1 ACH will hold harmless and indemnify the COUNTY and SHERIFF (together with their respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, the COUNTY will (i) give written notice thereof to ACH within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If the COUNTY denies ACH reasonable access as set forth, after written request therefore, the COUNTY will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.
 - 5.14.2 The COUNTY will hold harmless and indemnify ACH (together with its respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the COUNTY or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, ACH will (i) give written notice thereof to the COUNTY within a reasonable period

following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the COUNTY (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be necessary to preserve evidence of the occurrence on which the claim is based. If ACH denies the COUNTY reasonable access as set forth, after written request therefore, ACH will assume sole responsibility for the claim for which indemnification is sought and will not be entitled to indemnity.

- 5.15 INDEPENDENT CONTRACTORS. In order to discharge its obligations hereunder, ACH may engage certain healthcare professionals as independent contractors rather than employees.
- 5.16 INSURANCE.
- 5.16.1 ACH will maintain commercial automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, covering owned, hired, and non-owned automobiles.
- 5.16.2 ACH will maintain one or more commercial general liability insurance policies with minimum limits of bodily injury and/or property damage: One Million Dollars (\$1,000,000) each occurrence and an annual policy aggregate of Two Million Dollars (\$2,000,000).
- 5.16.3 ACH will maintain professional liability insurance, including civil rights liability, with minimum limits of One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) annual aggregate.
- 5.16.4 ACH will maintain workers' compensation and employer's liability insurance covering its employees while on the FACILITY's premises that complies with the statutory minimum requirements in the applicable state(s).
- 5.16.5 ADDITIONAL INSURED. ACH will name the SHERIFF and the COUNTY as an additional insured for the sole negligence of ACH under the commercial automobile, commercial general and professional liability portions of insurance and provide the COUNTY with a Certificate of Insurance specific to correctional facilities evidencing the terms of the insurance coverage and policy limits.
- 5.17 NEW LEGISLATION. Should new legislation require substantial new medical treatment, the COUNTY will pay for it, unless specifically agreed upon between ACH and the COUNTY.
- 5.18 NO GRANT OF RIGHTS. Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.19 NO RELATIONSHIP OR AUTHORITY. The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this AGREEMENT will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the COUNTY and ACH. ACH does not have the power or authority to bind the COUNTY or to assume or create any obligation or responsibility on the COUNTY's behalf or in the COUNTY's name, except as otherwise explicitly detailed in this AGREEMENT, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the COUNTY for the purposes of any employee benefit program.
- 5.20 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered by overnight courier (e.g., FedEx), or by facsimile (receipt confirmed), to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time, and will be deemed to have been given when sent. To the SHERIFF and/or the COUNTY: Douglas County Detention Center, 3601 E. 25th Street, Lawrence, Kansas 66046; facsimile: 785.830.1085. To ACH: Advanced Correctional Healthcare, Inc., Attn: Contract Attorney, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: jkolberg@advancedch.com.

- 5.21 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which either the SHERIFF or the COUNTY are a party and which relate to the provision of healthcare to inmates at the FACILITY. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person(s) and it is their express intention that this AGREEMENT is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.22 SEVERABILITY. If any provision of this AGREEMENT, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this AGREEMENT will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.23 SUBCONTRACTING. In order to discharge its obligations hereunder, ACH may subcontract services including, but not limited to, pharmaceutical services, biomedical waste disposal, and mobile services.
- 5.24 USE BY OTHER PUBLIC AGENCIES (PIGGYBACK). ACH agrees to allow the COUNTY to authorize other public agencies in the COUNTY to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this AGREEMENT, and to make payments directly to ACH during the period of time that this AGREEMENT is in effect.
- 5.25 USE OF NAME. It is understood and agreed by ACH that ACH's name may appear in certain COUNTY disclosure documents, including those required by law and in other regulatory and administrative filings in the ordinary course of the COUNTY's operations.
- 5.26 WAIVER. Any waiver of the provisions of this AGREEMENT or of a party's rights or remedies under this AGREEMENT must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this AGREEMENT or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

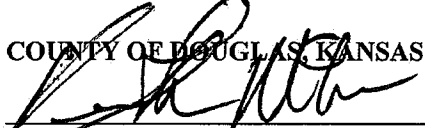


Sherri Miller
President & Chief Operations Officer

6/1/2016

Date

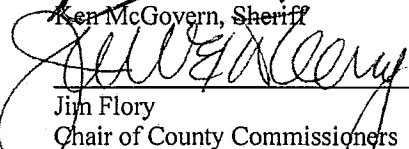
COUNTY OF DOUGLAS, KANSAS



Ken McGovern, Sheriff

5/31/16

Date



Jim Flory
Chair of County Commissioners

5/25/16

Date



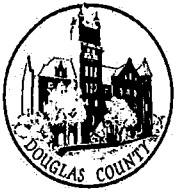
Jameson D. Shaw
County Clerk

5/24/16

Date

Please complete and return via fax to 309.214.9977 or email to jkolberg@advancedch.com.

If this contract is not returned to ACH by March 28, 2016, the price may be subject to increase.



JAMIE SHEW
DOUGLAS COUNTY CLERK
1100 Massachusetts
Lawrence, KS 66044

Marni Penrod-Chief Deputy Clerk
Heather Dill-Deputy Clerk Elections

CERTIFICATE OF SUFFICIENCY SIGNATURES OF PETITION

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

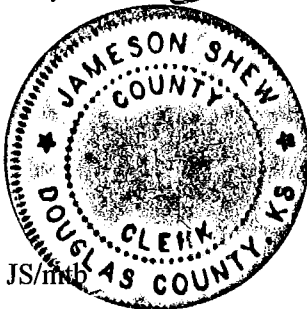
I, the undersigned, County Clerk of Douglas County, Kansas, do hereby certify that the Petition titled "**Petition for Attachment of Lands to Rural Water District No. 5, Douglas County, Kansas**" filed with the Board of County Commissioners, requesting that the Board of County Commissioners attach lands described to Rural Water District No 5, has been signed by not less than 50% of the owners of lands to be attached. The lands sought to be attached are described as follows:

The West Half of the Northeast Quarter of Section 30, Township 13 South, Range 20 East of the 6th Principal Meridian, Douglas County, Kansas,

WITNESS my hand and seal as of June 18, 2018

DOUGLAS COUNTY, KANSAS

By 
JAMESON D. SHEW, County Clerk





STUMBO HANSON, LLP

2887 SW MacVicar Avenue, Topeka, Kansas 66611
Telephone (785) 267-3410 Facsimile (785) 267-9516
E-Mail: todd@stumbolaw.com

TOM R. BARNES II
TODD A. LUCKMAN
LEE W. HENDRICKS

OF COUNSEL
GARY H. HANSON
QUENTIN E. KURTZ

WALTER G. STUMBO
(1911-1998)

June 1, 2018

Jameson D. Shew
County Clerk
Douglas County
1100 Massachusetts St.
Lawrence, KS 66044

**Re: Petition for Attachment of Lands to Rural Water District
No. 5, Douglas County, Kansas**

Dear Mr. Shew:

Enclosed is a Petition directed to the Board of County Commissioners requesting the attachment of land to RWD No. 5, Douglas County, Kansas. This attachment is governed by K.S.A. 82a-622 through 624 and K.S.A. 19-270. K.S.A. 82a-622 through 624 govern general attachments of land to rural water districts. K.S.A. 19-270 governs the attachment of land to rural water districts when the land sought to be attached is within the three-mile "fringe area" around a city. In this instance, the land at issue is within the "fringe area" of the City of Lawrence so a hearing under K.S.A. 19-270 is necessary as well as a general attachment hearing under the provisions of K.S.A. 82a-622 through 624.

Nothing in the above-named statutes prevents the general hearing under the provisions of K.S.A. 82a-622 through 624 and the hearing under the provisions of K.S.A. 19-270 from being conducted at the same time. Accordingly, the above-named Petition includes a request for attachment based on both K.S.A. 82a-622 through 624 and K.S.A. 19-270. Per the provisions of K.S.A. 19-270, the Board of County Commissioners "shall receive testimony from the city, township, county or regional planning commission having jurisdiction over any of the affected land area." Based on this language, we have contacted Craig Weinaug, the County Administrator, to alert him of the requested attachment. We have also left a voice message with John Bullock, the County Counselor, about the matter and have spoken with Mike Lawless, Assistant Utilities Director for the City of Lawrence, Eric Struckhoff, Chairman of the Lawrence-Douglas County Metropolitan Planning Commission and Gerald Dwyer, Clerk of Wakarusa Township about the matter.

Pertaining to notice of the general hearing requested by the District, K.S.A. 82a-623 provides that the County Clerk is to give notice to the County Commissioners of the

filing of the Petition, and the Commissioners are to then schedule a hearing within 30 days from the date of the filing. The County Clerk is to send a notice of the time and place of the hearing, together with a copy of the Petition, by first class mail to each owner of land within the area sought to be attached. Such notice is to be sent by first class mail at least seven days before the date set for the hearing. For your convenience, we have enclosed a notice that you can use for this purpose. We have also enclosed mailing labels with the names and address of all of the owners of property in the area sought to be attached. In addition, we have enclosed a proposed Order that the Board of County Commissioners can use in this matter if they so desire.

According to the provisions of K.S.A. 82a-623, a copy of the Petition and Notice are also to be sent to the Chief Engineer, Division of Water Resources. The Chief Engineer's name and address are as follows:

David Barfield, P.E., Chief Engineer
Division of Water Resources
Kansas Department of Agriculture
109 SW 9th St., 2nd Floor
Topeka, KS 66612-1283

K.S.A. 82a-623 also provides for the County Clerk to send a copy of the Petition for Attachment and copy of the notice by first class mail to the office of the Water District to which attachment is sought. That address is as follows:

Larry Wray, Operator
RWD No. 5, Douglas County, Kansas
946 E. 650 Rd
Lawrence, KS 66047

In addition to the above and according to the provisions of K.S.A. 19-270, notice of the hearing on the matter is also to be published once in the official county newspaper and must be published at least seven days prior to the date of the hearing.

Please contact me with the date and time of the hearing before the Board of County Commissioners of Douglas County after they have been set by the Commissioners. Also, please do not hesitate to call if you have any questions.

Very truly yours,



Todd Luckman

cc: RWD No. 5, Douglas County
Encls.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

In the Matter of
Petition for Attachment of Lands to
Rural Water District No. 5, Douglas County, Kansas

PETITION FOR ATTACHMENT OF LANDS
TO RURAL WATER DISTRICT NO. 5, DOUGLAS COUNTY, KANSAS

COMES NOW, Petitioner, Todd Luckman of Stumbo Hanson, LLP and states as follows:

1. That Petitioner is the Attorney for Rural Water District No. 5, Douglas County, Kansas and resides at 2887 SW MacVicar Ave., Topeka, Kansas 66611. Petitioner is in receipt of a Request for Petitioning signed by the owners of at least fifty percent (50%) of the land within the boundaries and areas of Douglas County, Kansas defined by metes and bounds as follows (hereinafter, "the Land."):

The West Half of the Northeast Quarter of Section 30, Township 13 South, Range 20 East of the 6th Principal Meridian, Douglas County, Kansas.

2. That the Land is without an adequate supply of water and can be economically served by the facilities of Rural Water District No. 5, Douglas County, Kansas.

3. That the attachment to Rural Water District No. 5, Douglas County, Kansas of the Land will be conducive to and will promote the public health, convenience, and welfare.

4. The Board of Directors of Rural Water District No. 5, Douglas County, Kansas, has considered the Request for Petitioning and consents thereto.

5. That some or all of the Land is within the 3 mile fringe area of a city and, therefore, is subject to the provisions of K.S.A. 19-270.

6. To the best of Petitioner's knowledge, the parties having jurisdiction over any part of the Land have no objections per the terms of K.S.A. 19-270. Further, the City of Lawrence has no objections to the proposed attachment per the terms of that statute.

WHEREFORE, Petitioner prays that:

(a) the Board of County Commissioners of Douglas County, Kansas fix a time and place within 30 days from the date of filing of this Petition for a hearing of the same;

(b) the County Clerk of Douglas County, Kansas, at least 7 days before the hearing date, send written notice by first class mail of the time and place of such hearing, together with a copy of this Petition, to each of the following:

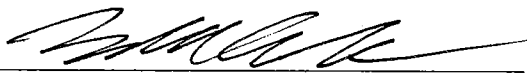
(i) owners of land within the Land to be attached,

(ii) the office of the Board of Directors of Rural Water District No. 5, Douglas County, Kansas,
(iii) the Chief Engineer, Division of Water Resources, State Board of Agriculture,
(iv) the City of Lawrence,
(v) Wakarusa Township, and
(vi) the Lawrence/Douglas County Planning Commission;
(c) the County Clerk of Douglas County, Kansas, at least 7 days before the hearing date, publish notice of the hearing in the official county newspaper;

(d) the Board of County Commissioners, upon hearing, enter into its minutes, findings that: proper notice of the hearing was given as required by K.S.A. 82a-623 and K.S.A. 19-270; the statements contained in the Petition are true; the majority of the members of the Board of Directors of Rural Water District No. 5, Douglas County, Kansas, do not object to the proposed attachment of the Land; the provisions of K.S.A. 19-270 have been considered and the same are deemed to be satisfied; and the metes and bounds description of the Land shall be added to the newly-attached territory of the District.

(e) thereupon, the Board of County Commissioners enter upon its records full minutes of such hearing, together with a declaration that henceforth the District shall include the Land in the District, all as provided in K.S.A. 82a-622 to 82a-624 inclusive, and K.S.A. 19-270.

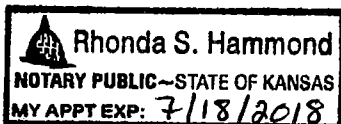
STUMBO HANSON, LLP

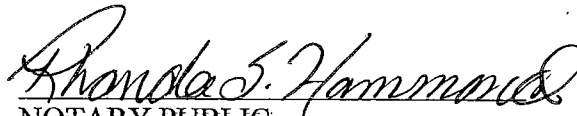
By 
TODD LUCKMAN
2887 SW MacVicar Ave.
Topeka, KS 66611
(785) 267-3410

STATE OF KANSAS)
) SS:
COUNTY OF SHAWNEE)

Todd Luckman, being of lawful age and after being first duly sworn on oath, states that he has read the above and foregoing Petition, and the allegations contained therein are true.

SUBSCRIBED AND SWORN TO before me this 1st day of June, 2018.




NOTARY PUBLIC

FOUR LANDOWNERS TOTAL (PER COUNTY TAX RECORDS)

DOUGLAS COUNTY

KANSAS

Property Search Results: Real Property

Please Note: This information is assumed current as of: **5/8/2018**. For more current information, please call the Appraiser's Office: (785) 832-5133.

What are my taxes

Property Information

[Map this Property](#)

Year: 2018

Pin Number: 023-109-30-0-00-00-003.00-0

Plate/Record Id: 800954

Owner 1: WHITTAKER LEE C *

show/hide more owners

Owner 2: WHITTAKER APRIL

In-Care-Of: (no record)

Property Address: (no record), LAWRENCE, KANSAS

Mailing Address: 1801 INDIANA ST LAWRENCE, KS, 66044

Delinquent Tax: No

Tax Unit: 503

School: USD 497

Sec-Twp-Rng: 30-13-20

Book: 1074

Page: 1119

Value Information

Class	Appraised			Assessed		
	Land	Improvements	Total*	Land	Improvements	Total
A	\$31,110	\$17,960	\$49,070	\$9,333	\$4,490	\$13,823

*Market or Ag use

Tax Information

Tax	Special Tax	Total Tax	Taxes Paid	Mill Levy
------------	--------------------	------------------	-------------------	------------------

\$0.00

\$0.00

\$0.00

\$0.00

0.

Property Description

BA 4-20-2011 30-13-20 W/2 NE/4 LESS COMM AT NW COR OF NE/4 S 225.79 E 451.89 N 225.79 W 451.89 TO POB LESS COMM AT NW COR OF NE/4 E 677.9 TO POB TH S 256.77 E 248.87 N 256.77 W 248.87 TO POB LESS R/W 76.4 A(C)

Legal Description

76.19A 30-13-20 W 1/2 NE 1/4, LESS TRS DESC AS: BEG AT NW COR NE 1/4; TH E ALONG N LINE SD NE 1/4 451.89 FT; TH S PARA TO W LINE SD NE 1/4 225.79 FT; TH W PARA TO N LINE SD NE 1/4 451.89 FT TO W LINE SD NE 1/4; TH N ALONG SD W LINE 225.79 FT TO PT OF BEG; ALSO LESS: BEG 396.32 FT W OF NE COR W 1/2 NE 1/4 SD SEC; TH S PARA TO E LINE W 1/2 SD NE 1/4 256.77 FT; TH W PARA TO N LINE SD NE 1/4 248.87 FT; TH N PARA TO E LINE W 1/2 SD NE 1/4 256.77 FT TO A PT ON N LINE SD NE 1/4; TH E ALONG N LINE SD NE 1/4 248.87 FT TO PT OF BEG (AKA TR 1) (800954 & 800954D DIV/MERGE 2011)

DOUGLAS COUNTY

KANSAS

Property Search Results: Real Property

Please Note: This information is assumed current as of: **5/8/2018**. For more current information, please call the Appraiser's Office: (785) 832-5133.

What are my taxes

Property Information

[Map this Property](#)

Year: 2018

Pin Number: 023-109-30-0-00-00-004.00-0

Plate/Record Id: 800954D

Owner 1: SEELE DALE R

Owner 2: (no record)

In-Care-Of: (no record)

Property Address: 1463 N 1100 RD, LAWRENCE, KANSAS

Mailing Address: 1463 N 1100 RD LAWRENCE, KS, 66046-9614

Delinquent Tax: No

Tax Unit: 503

School: USD 497

Sec-Twp-Rng: (no record)

Book: 0473

Page: 0404

Value Information

Class	Appraised			Assessed		
	Land	Improvements	Total*	Land	Improvements	Total
R	\$29,790	\$177,730	\$207,520	\$3,426	\$20,439	\$23,865

*Market or Ag use

Tax Information

Tax	Special Tax	Total Tax	Taxes Paid	Mill Levy
-----	-------------	-----------	------------	-----------

\$0.00

\$0.00

\$0.00

\$0.00

0.

Property Description

BA 4-20-2011 30-13-20 COMM AT NW COR OF NE/4 E 677.9 TO POB TH S 256.77 E 248.87 N 256.77 W 248.87 TO POB LESS R/W 1.3 A(C)

Legal Description

1.47A 30-13-20 PARCEL IN NE 1/4 DESC AS: BEG 396.32 FT W OF NE COR W 1/2 NE 1/4 SD SEC; TH S PARA TO E LINE W 1/2 SD NE 1/4 256.77 FT; TH W PARA TO N LINE SD NE 1/4 248.87 FT; TH N PARA TO E LINE W 1/2 SD NE 1/4 256.77 FT TO A PT ON N LINE SD NE 1/4; TH E ALONG N LINE SD NE 1/4 248.87 FT TO PT OF BEG (AKA TR 2)(800954 & 800954D DIV/MERGE 2011)

DOUGLAS COUNTY

KANSAS

Property Search Results: Real Property

Please Note: This information is assumed current as of: **5/8/2018**. For more current information, please call the Appraiser's Office: (785) 832-5133.

What are my taxes

Property Information

[Map this Property](#)

Year: 2018

Pin Number: 023-109-30-0-00-00-005.00-0

Plate/Record Id: 800954C

Owner 1: ROBBINS MARY LEE

Owner 2: (no record)

In-Care-Of: (no record)

Property Address: 1449 N 1100 RD, LAWRENCE, KANSAS

Mailing Address: 1449 N 1100 RD LAWRENCE, KS, 66046-9614

Delinquent Tax: No

Tax Unit: 503

School: USD 497

Sec-Twp-Rng: (no record)

Book: 0715

Page: 0229

Value Information

Class	Appraised			Assessed		
	Land	Improvements	Total*	Land	Improvements	Total
R	\$36,360	\$148,540	\$184,900	\$4,181	\$17,082	\$21,263

*Market or Ag use

Tax Information

Tax	Special Tax	Total Tax	Taxes Paid	Mill Levy
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\$0.00

\$0.00

\$0.00

\$0.00

0.

Property Description

BA 4-20-2011 30-13-20 COMM AT NW COR OF NE/4 S 225.79 E 451.89 N225.79 W 451.89 TO POB LESS R/W 2 A(C)

Legal Description

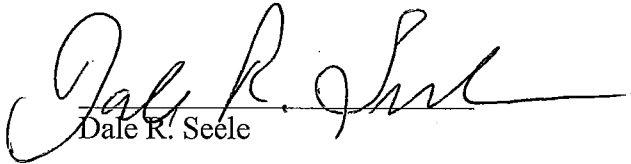
2.34A 30-13-20 BEG AT NW COR NE 1/4 TH E ALONG N LINE SD QR 451.89 FT TH S PARA W LINE 225.79 FT TH W PARA N LINE 451.89FT TO W LINE SD QR TH N 225.79FT TO PT BEG WW35

FOUR OF FOUR LANDOWNERS' SIGNATURES (100%)

REQUEST FOR PETITIONING

The undersigned requests that a Petition be directed to the Board of County Commissioners of Douglas County, Kansas, such Petition seeking attachment of owner's land to the territory of Rural Water District No. 5, Douglas County.

SIGNATURE OF PETITIONER:


Dale R. Seele

ADDRESS OF PETITIONER:

1463 N. 1100 Rd.
Lawrence, KS 66046-9614

LAND TO BE ATTACHED:

Beginning 396.32 feet west of the northeast corner of the west half of the Northeast Quarter of Section 30, Township 13 South, Range 20 East of the 6th P.M., thence south, parallel to the east line of the west half of said Northeast Quarter 256.77 feet; thence west, parallel to the north line of said Northeast Quarter, 248.87 feet; thence north, parallel to the east line of the west half of said Northeast Quarter 256.77 feet to a point on the north line of said Northeast Quarter; thence east, along the north line of said Northeast Quarter 248.87 feet to the point of beginning.

REQUEST FOR PETITIONING

The undersigned requests that a Petition be directed to the Board of County Commissioners of Douglas County, Kansas, such Petition seeking attachment of owner's land to the territory of Rural Water District No. 5, Douglas County.

SIGNATURE OF PETITIONER:


Mary Lee Robbins

ADDRESS OF PETITIONER:

1449 1100 Rd.
Lawrence, KS 66046-9614

LAND TO BE ATTACHED:

Beginning at the northwest corner of the Northeast Quarter of Section 30, Township 13 South, Range 20 East, thence east along the north line of said Northeast Quarter 451.89 feet; thence south parallel to the west line of said Northeast Quarter 225.79 feet; thence west parallel to the north line of said Northeast Quarter 451.89 feet to the west line of said Northeast Quarter; thence north along said west line 225.79 feet to the point of beginning.

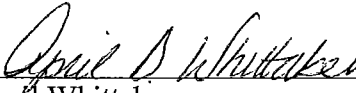
REQUEST FOR PETITIONING

The undersigned requests that a Petition be directed to the Board of County Commissioners of Douglas County, Kansas, such Petition seeking attachment of owner's land to the territory of Rural Water District No. 5, Douglas County.

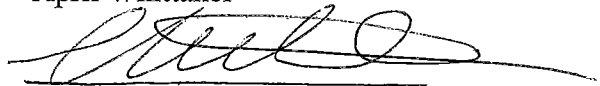
SIGNATURE OF PETITIONER:



Lee C. Whittaker



April Whittaker



ADDRESS OF PETITIONERS:

CHARLES WHITTAKER

1801 Indiana St.
Lawrence, KS 66044

LAND TO BE ATTACHED:

The West Half of the Northeast Quarter of Section 30, Township 13 South, Range 20 East of the 6th Principal Meridian, Douglas County, Kansas, less the following described tracts:

Beginning at the northwest corner of the Northeast Quarter of Section 30, Township 13 South, Range 20 East, thence east along the north line of said Northeast Quarter 451.89 feet; thence south parallel to the west line of said Northeast Quarter 225.79 feet; thence west parallel to the north line of said Northeast Quarter 451.89 feet to the west line of said Northeast Quarter; thence north along said west line 225.79 feet to the point of beginning, and also less,

Beginning 396.32 feet west of the northeast corner of the west half of the Northeast Quarter of Section 30, Township 13 South, Range 20 East of the 6th P.M., thence south, parallel to the east line of the west half of said Northeast Quarter 256.77 feet; thence west, parallel to the north line of said Northeast Quarter, 248.87 feet; thence north, parallel to the east line of the west half of said Northeast Quarter 256.77 feet to a point on the north line of said Northeast Quarter; thence east, along the north line of said Northeast Quarter 248.87 feet to the point of beginning.

The above contains 76.86 acres, more or less, all in Douglas County, Kansas, subject to public road right-of-way and easements of record.

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS

IN THE MATTER OF THE PETITION FOR THE
ATTACHMENT OF LANDS TO RURAL WATER
DISTRICT NO. 5, DOUGLAS COUNTY, KANSAS

**NOTICE OF HEARING ON PETITION TO ATTACH LANDS
TO RURAL WATER DISTRICT NO. 5
DOUGLAS COUNTY, KANSAS**

To whom it may concern and especially to the owners of land located within the boundaries of the proposed attachment to Rural Water District No. 5, Douglas County, Kansas, hereinafter described.

You are hereby notified that a petition, addressed to the Board of County Commissioners of Douglas County, Kansas, has been filed in my office praying for an order attaching the land described below to Rural Water District No. 5, Douglas County, Kansas, under the authority of Kansas Statutes Annotated 82a-612 et seq., as amended, to-wit:

The boundaries of the land proposed to be attached to Rural Water District No. 5, Douglas County, Kansas, are defined by metes and bounds as follows:

The West Half of the Northeast Quarter of Section 30, Township 13 South, Range 20 East of the
6th Principal Meridian, Douglas County, Kansas.

Hearing on said petition will be held on _____, the _____ day of _____, 2018 at _____ .m. in the Commission Chambers of the Douglas County Courthouse, Room _____, 1100 Massachusetts St., Lawrence, Kansas, at which time and place all owners of land within said boundaries may appear and be heard.

A rural water district shall have no power or authority to levy any taxes
whatsoever.

County Clerk

Date

DALE R. SEELE
1463 N. 1100 RD.
LAWRENCE, KS 66046-9614

MARY LEE ROBBINS
1449 1100 RD.
LAWRENCE, KS 66046

LEE C. AND APRIL WHITTAKER
CHARLES WHITTAKER
1801 INDIANA ST.
LAWRENCE, KS 66044

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

In the Matter of the Petition for Approval of
Attachment of Lands to Rural Water District No. 5
Douglas County, Kansas

**ORDER OF BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY,
KANSAS, APPROVING ATTACHMENT
OF CERTAIN LAND TO
RURAL WATER DISTRICT NO. 5, DOUGLAS COUNTY, KANSAS**

On _____, 2018, the same being one of the regular meeting days of
the Board of County Commissioners of Douglas County, Kansas (the "Board"), the Petition for
Attachment of Lands to Rural Water District No. 5, Douglas County, Kansas (the "Petition"),
seeking to attach the land legally described as follows:

The West Half of the Northeast Quarter of Section 30, Township 13 South, Range 20 East of the
6th Principal Meridian, Douglas County, Kansas

(the "Land") to Rural Water District No. 5, Douglas County, Kansas (the "District"), came
before the Board for hearing pursuant to K.S.A. Sections 19-270 and 82a-622, *et seq.*

The Board, having heard statements of the Petitioner and other evidence presented,
having been duly and fully advised in the premises, and having considered the Petition, finds:

1. That a Notice of Hearing was published in the Lawrence Journal-World on
_____, 2018 and the Affidavit of Publication was duly returned to the County
Clerk; that on _____, 2018, the County Clerk mailed, by first class mail, a copy of
the Petition and Notice of Hearing to each of the following: (i) owners of the Land, (ii) the office
of the Board of Directors of the District, (iii) the Chief Engineer, Division of Water Resources,
State Board of Agriculture, (iv) the City of Lawrence, (v) Wakarusa Township; and (vi) the
Lawrence-Douglas County Planning Commission; that proper notice has been given as required

by K.S.A. Sections 19-270 and 82a-623; and that the hearing on this matter was commenced and completed on _____, 2018.

2. That the statements in the Petition are true; that a majority of the Board of Directors of the District do not object to the Petition or the requested attachment of the Land; that the Land is without an adequate supply of water and can be economically served by the facilities of the District; and that such attachment of the Land to the District will be conducive to and will promote the public health, convenience and welfare.

3. That the Petition is in conformity with the requirements of K.S.A. 82a-622 through 82a-624.

4. That the Land is located within the three-mile "fringe area" (as defined in K.S.A. 19-270) of the City of Lawrence; that at least a $\frac{3}{4}$ majority of the Board have approved the extension of the boundaries of the District within the said fringe area; that the City of Lawrence, as well as the Lawrence-Douglas County Planning Commission and Wakarusa Township were notified of the Petition and permitted to present testimony and recommendations concerning the Petition; that all such testimony has been considered.

5. That the Board has considered the criteria and provisions specified by K.S.A. 19-270.

6. That the Land should be and hereby is attached to the District.

IT IS THEREFORE, BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, UNANIMOUSLY ORDERED AND DECLARED that, pursuant to K.S.A. Sections 19-270 and 82a-622, *et seq.*, the Land, legally described above in this Order, be, and the same is, hereby approved for attachment to the District.

IT IS FURTHER ORDERED that the County Clerk enter the foregoing declaration,
findings, decisions and orders in the records of the Board.

IN WITNESS WHEREOF, this Order is dated and entered this _____ day of
_____ 2018.

**COUNTY COMMISSIONERS OF
DOUGLAS COUNTY, KANSAS**

ATTEST:

Jameson D. Shew,
Douglas County Clerk

_____, Chair

_____, Member

_____, Member



City of Lawrence

CITY MANAGER'S OFFICE

THOMAS M. MARKUS
CITY MANAGER

City Offices
PO Box 708 66044-0708
www.lawrenceks.org

6 East 6th St
785-832-3000
FAX 785-832-3405

CITY COMMISSION

MAYOR
STUART BOLEY

COMMISSIONERS
LISA LARSEN
JENNIFER ANANDA, JD, MSW
MATTHEW J. HERBERT
LESLIE SODEN

June 25, 2018

Craig Weinaug, County Administrator
1100 Massachusetts Street
Lawrence, Kansas 66044

Re: Rural Water District #5 Property Annexation
Commission Board Meeting on Wednesday, June 27, 2018 – 4:00 PM

Dear Mr. Weinaug,

While the City of Lawrence does not oppose the expansion of the service territory of Douglas County Rural Water District #5 (RWD 5), the city does want to ensure an orderly transition of the water service in the future. The service area of RWD 5 is within the Urban Growth Area of Lawrence. As the City Limit expands into this area, there should be a transition from water service only by RWD 5 to fire protection and water and sewer service by the City along with the rest of city services that come with annexation.

Lawrence understands that the infrastructure in place at the time of annexation has value and would need to be purchased as existing infrastructure is transitioned into the City system. The City currently has such an arrangement with Douglas County Rural Water District #1 upon annexation of their service territory. Lawrence does not want to see a repeat of the Eudora and Douglas County Rural Water District #4 scenario that cost the rate payers of both systems unnecessary fees. Federal loans, if they exist or do in the future, should not be a deterrent to the transition.

Lawrence is willing to consider an agreement for the reasonable, orderly transition of rural water service to city services as Lawrence expands into the area. Thank you for time and consideration of these comments.

Thomas M. Markus
City Manager

