

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

*Public comment will be received for each item as it is discussed.

WEDNESDAY, JANUARY 30, 2019

4:00 p.m.

- Proclamation honoring the "50 Year History of Visiting Nurses Association" in Douglas County (Debbie Carter).
- Proclamation recognizing the "Lawrence Public Library's 2019 Read Across Lawrence" program in Douglas County (Kathleen Morgan).
- Consider approval of the minutes for January 16, 2019.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider recommendation for equipment purchase of mobile radios for the Sheriff's office in an amount not-to-exceed \$62,801.70. (Ken McGovern);
- (c) Consider recommendation for equipment purchase of a laser scanner for the Sheriff's office in an amount not-to-exceed \$74,057.85. (Ken McGovern); and
- (d) Consider approval to access the US Communities contract with BI Incorporated to provide electronic monitoring services (Jackie Waggoner).

REGULAR AGENDA

- (2) Request for funding to support Baldwin Affordable Housing Grant (John Thomas)
- (3) Presentation on Local Food Initiative Annual Report for 2018 (Helen Schnoes)
- (4) Consider approval on Food Policy Council proposed new Joint Resolution-Ordinance and Bylaws (Helen Schnoes)
- (5) Approve revisions to the Fairgrounds Policies and Procedures and Fee Schedule effective 02/01/19. (Jill Jolicoeur)
- (6) Consider approval of an agreement with the Lawrence Douglas County Health Department, KDHE, and the Behavioral Health Leadership Coalition to implement MyStrength in 2019 in an amount not-to-exceed \$19,500. (Bob Tryanski)
- (7) Consider approval of an agreement to provide salary and benefit support to LMH Health, excluding health insurance costs, for four Behavioral Health Crisis Clinicians in 2019. Cost to the County shall not exceed \$250,000. (Bob Tryanski)
- (8) Direct staff to issue a notice of a public hearing for a construction manager at risk for improvements at the Douglas County Correctional Facility and Behavioral health Housing Projects. (Sarah Plinsky)
- (9) Accounts Payable
- (10) Appointments:
 - Board of Zoning Appeals (1) position open 10/17
 - Building Code of Appeals Board (2) positions open 12/16
 - Community Corrections Advisory Board (1) position open 08/31/18 (educator)
 - Criminal Justice Coordinating Council (1) position (District 1 Commissioner Appointee)
 - Douglas County Fair Board (2) positions: Willow Springs and Kanwaka
 - JAAA Advisory Council (2) position
 - JAAA Board of Directors (1) position
 - Joint Economic Development Council (2) positions
 - Lawrence-Douglas County Advocacy Council on Aging (2) open positions
 - Mental Health Board (1) position open 04/18
 - Senior Resource Center (1) position open 12/31/18
- (11) General Public Comment
- (12) Commissioner and/or Administrator Miscellaneous
- (13) Adjourn

WEDNESDAY, FEBRUARY 6, 2019

-Joint Ordinance No. 9613/County Resolution for a Comprehensive Plan Amendment (CPA-18-00365) to Horizon 2020, Chapter 14 Specific Plans, to amend the Southeast Area Plan to include the southeast corner of the intersection of E. 23rd Street and O'Connell Road related to development located at 2110, 2120 & 2130 Exchange Ct. (Sandra Day is the Planner)

WEDNESDAY, FEBRUARY 13, 2019

-Consider approval of Emergency Vehicle Permit for Sheriff's Office (Ken McGovern)

WEDNESDAY, FEBRUARY 20, 2019

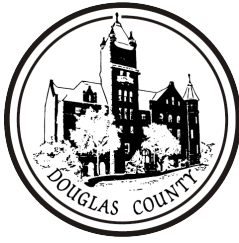
WEDNESDAY, FEBRUARY 27, 2019

WEDNESDAY, APRIL 3, 2019

-Proclamation for "National Service Recognition Day" (Linda Brandenburger)

WEDNESDAY, OCTOBER 2, 2019- 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 the County Commission

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

**DOUGLAS COUNTY VISITING NURSES ASSOCIATION
50TH ANNIVERSARY**

February 2019

WHEREAS, the roots of Douglas County Visiting Nurses Association (VNA) began in 1968 through the vision of Marilyn (Lyn) Rothwell, RN, to bring home care to Lawrence, Kansas. Lyn worked with Dr. Ralph Reed, The Honorable Fred Six and innumerable other community leaders to launch her dream. With much perseverance and local financial support to a State matching grant, Lyn's vision was first realized on February 2, 1969.

WHEREAS, a committed staff of four registered nurses, one physical therapist and four aides provided more than 2600 visits to 89 patients in VNA's first year.

WHEREAS, VNA has evolved to include hospice care and other in-home support services and technologies to meet the changing needs of our community. In 2018, staff and volunteers across VNA programs were responsible for caring for nearly 1700 residents of Lawrence and Douglas County.

WHEREAS, over the course of its 50-year history to Lawrence and Douglas County, VNA has served nearly 40,000 individuals with more than 1.6 million visits.

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, proclaims February 2019 as **DOUGLAS COUNTY VNA 50th ANNIVERSARY MONTH** in Douglas County, Kansas.

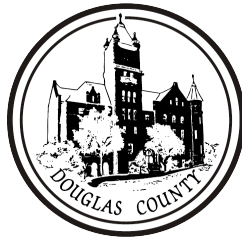
ADOPTED this 30th day of January 2019.

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

Michelle Derusseau, Chair

Patrick Kelly

Nancy Thellman



Office of the County Commission

PROCLAMATION

READ ACROSS LAWRENCE EVENT 2019

WHEREAS, Read Across Lawrence is an annual, community-wide reading event that encourages everyone in Lawrence to read and discuss the same book. Now in its 15th year, it will commence on February 4th and close on March 3th; and

WHEREAS, in 2019, Read Across Lawrence features books for children, teens, and adults. *A Tangle of Knots* by Lisa Graff is the selection for children, *The Doughnut Fix* by Jessie Janowitz is the selection for teens, and *Sourdough* by Robin Sloan is the selection for adults. All three of these books capture the way food brings people together and how the creative impulse can change your life; and

WHEREAS, together with the University of Kansas Libraries, Lawrence Public Schools, and other community partners, Lawrence Public Library will host book discussions and activities for all ages to explore the themes in each book; and

WHEREAS, Lawrence Public Library hopes everyone will read the books, attend events, and be inspired by the themes of creativity and community that each book espouses.

NOW, THEREFORE, the Board of County Commissioners of Douglas County, Kansas, recognizes the **Lawrence Public Library's 2019 Read Across Lawrence** program and urges all citizens to explore how food can inspire creativity in our lives.

ADOPTED this 30th day of January 2019.

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

Michelle Derousseau, Chair

Patrick Kelly

Nancy Thellman

OFFICE OF



THE SHERIFF

Operations
111 E. 11th St.
Lawrence, KS 66044
(785)841-0007, Fax (785)841-5168

KENNETH M. MCGOVERN
Sheriff

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

MEMORANDUM

To: The Board of County Commissioners
Interim County Administrator Sarah Plinsky

From: Sheriff Kenneth McGovern

Date: January 17, 2019

Subject: Consider Recommendation of Equipment Purchase

The Douglas County Sheriff's Office is requesting authorization to purchase one Motorola 6500 mobile radio and fifteen Motorola APX6000 Portable Radios. This purchase would total \$62,801.70 and is necessary to ensure the continued reliable operation of our communications equipment. The funding for this purchase is currently available in the 2019 Sheriff's Office budget in the radio equipment line item. These radios would replace late model XTS5000 portable radios currently in operation in the Operations and Corrections Divisions.

I would like to complete the purchase of these radios from Motorola Solutions under Johnson County (KS) contract number 21810.

I will be available to answer any questions you may have.

Attachments



Quote Number: QU0000464216
 Effective: 11 JAN 2019
 Effective To: 12 MAR 2019

Bill-To:
 DOUGLAS COUNTY SHERIFF
 111 E 11TH ST
 LAWRENCE, KS 66044
 United States

Ultimate Destination:
 DOUGLAS COUNTY SHERIFF
 111 E 11TH ST
 LAWRENCE, KS 66044
 United States

Attention:
Name: STEVE BUCHHOLZ
Phone: 785-832-5226

Sales Contact:
Name: Troy Flair
Email: tflair@tfmcomm.com
Phone: 800-447-2348 X-242

Contract Number: JOHNSON COUNTY (KS)
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	M25URS9PW1AN	APX6500 7/800 MHZ MID POWER MOBILE	\$2,438.00	\$1,462.80	\$1,462.80
1a	1	G442AJ	ADD: O5 CONTROL HEAD	\$432.00	\$259.20	\$259.20
1b	1	G67BC	ADD: REMOTE MOUNT MID POWER	\$297.00	\$178.20	\$178.20
1c	1	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$43.20	\$43.20
1d	1	G78AT	ADD: 3Y ESSENTIAL SERVICE	\$168.00	\$168.00	\$168.00
1e	1	G618AC	ADD:CBL REMOTE MOUNT 10 FEET	\$10.00	\$6.00	\$6.00
1f	1	G843AH	ADD: AES ENCRYPTION APX	\$475.00	\$285.00	\$285.00
1g	1	W969BG	ADD: MULTIPLE KEY ENCRYPTION OPERATION	\$330.00	\$198.00	\$198.00
1h	1	G806BE	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$309.00	\$309.00
1i	1	G444AE	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1j	1	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$25.80	\$25.80
1k	1	B18CR	ADD: AUXILARY SPKR 7.5 WATT	\$60.00	\$36.00	\$36.00
1l	1	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
1m	1	G51AU	ENH: SMARTZONE OPERATION APX6500	\$1,200.00	\$720.00	\$720.00
1n	1	G361AH	ENH: P25 TRUNKING SOFTWARE APX	\$300.00	\$180.00	\$180.00
2	15	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	\$3,026.00	\$1,815.60	\$27,234.00
2a	15	H869BZ	ENH: MULTIKEY	\$330.00	\$198.00	\$2,970.00
2b	15	Q629AK	ENH: AES ENCRYPTION	\$475.00	\$285.00	\$4,275.00
2c	15	Q58AL	ADD: 3Y ESSENTIAL SERVICE	\$110.00	\$110.00	\$1,650.00
2d	15	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	\$515.00	\$309.00	\$4,635.00
2e	15	H38BT	ADD: SMARTZONE OPERATION	\$1,200.00	\$720.00	\$10,800.00
2f	15	Q361AR	ADD: P25 9600 BAUD TRUNKING	\$300.00	\$180.00	\$2,700.00
3	15	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	\$90.00	\$1,350.00
4	15	NMN6274A	IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESSION, 3.5MM THRD JACK	\$368.50	\$221.10	\$3,316.50

Total Quote in USD

\$62,801.70

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

OFFICE OF



THE SHERIFF

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111 E. 11th St.
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MEMORANDUM

To: The Board of County Commissioners
Interim County Administrator Sarah Plinsky

From: Sheriff Kenneth McGovern

Date: January 17, 2019

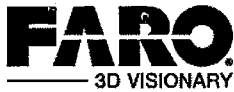
Subject: Consider Recommendation of Equipment Purchase

The Douglas County Sheriff's Office is requesting authorization to purchase a FARO 3D Laser Scanner. This purchase would total \$74,057.85 and is necessary to ensure the thoroughness and professionalism in which crime scene and accident scene investigations are conducted. The funding for this purchase is currently available in the 2019 Sheriff's Office budget in the Operations Investigation Equipment line item.

I would like to complete the purchase of this equipment from FARO Technologies Inc. under GSA contract number GS07F197GA.

I will be available to answer any questions you may have.

Attachments



FARO Technologies Inc
250 Technology Park
Lake Mary FL 32746-7115
Phone No: 866-869-8111
Fax No:
Email: Ronnie.Pina@faro.com

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

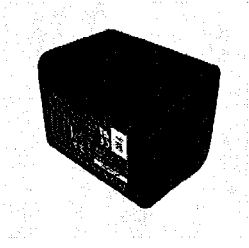
Quotation No: 20236896
Quote Date: 01/10/2019
Expiration Date: 02/09/2019
Regional Manager: Dennis Sweet
Account Manager: Bret Cortright
Sales Support: Reynaldo Pina
Ship: Ground
Payment Terms: Net due in 30 days
with approved credit
Delivery Terms: EXW ORIGIN
Delivery Date: 4-6 Weeks

Bill To :
Douglas County Sheriff(KS)
111 E 11th St
Lawrence KS 66044-2909
US

Ship To :
Douglas County Sheriff(KS)
Steve Buchholz
111 E 11th St
Lawrence KS 66044-2909
US

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	LS-8-S-150	3D_HW_LS_FocusS 150 Laser Scanner FocusS 150 ships with: 1 FocusS 150, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, accessory bay, IP rating 54, on-site compensation functionality, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x Allen wrench, 1x rugged transport case, calibration certificate and a quick start guide. Please notice: the lead-time may take 6 weeks or more after receipt of written order.	47,600.00	714.00	46,886.00
1	ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod Super lightweight, highly stable, low-vibration, tailored carbon fiber tripod, For perfect performance and increased durability customized for Focus Scanners.	997.42	49.87	947.55

PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS8001	3D_AC_LS_FocusS Battery Power Block Power Block battery for FARO Focus S and Scan Localizer	525.94	26.30	499.64
					
1	SOFTS0900	3D_SW_SC_Scene FARO SCENE Software. Process, register, view and work on 3D Laser scan data. Includes 1-year of software maintenance	5,540.55	277.03	5,263.52
1	SOFTL0002	Single User Hard Lock Hard lock (USB Dongle) for one single user license. Software licenses purchased separately. Can be used together with SCENE, CAM2, FaroZone or As-Built Software products.	181.35	9.07	172.28
1	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc Three-day course for two (2) trainee at an approved FARO training facility that discusses LS operation, setup, and basic measurements. NOTE: Classroom trainings are limited to six (6) trainees and are scheduled on a first come, first served basis. Classes can be canceled within two weeks of the scheduled date if sufficient enrollment is not met. NOTE: Training will expire if not taken within 90-days of receipt of equipment. No charge item applicable only with purchase of Laser Scanner. **OPEN MARKET ITEM**	0.00	0.00	0.00

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS0287	200mm Koppa Target W/ Tripod Mount Kit A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with #KoppaTuff" coating. The first crate contains a 6 pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 1/4-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone Adapters, and a dozen 2" fender washers.	2,584.23	129.21	2,455.02
1	ACCSS0299	80Mm Koppa Target Set W/ Trajectory Rods A combination set of 12 80mm targets - 6 magnetic base targets, 6 trajectory mount. Includes 6 1/4" x 10" aluminum, magnetic base stand-off rods. All shipped in a plastic storage crate.	1,305.79	65.29	1,240.50
1	TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Additional travel and lodging fees may be required for travel outside the US and Canada.# **OPEN MARKET ITEM**	9,130.00	0.00	9,130.00
1	SOFT51002-XGD	FARO Zone 3D Advanced Crossgrade Customer loyalty pricing for existing FARO software customers who want to switch to FARO Zone 3D Advanced with point cloud compatibility. Includes one (1) year of maintenance.	1,355.59	0.00	1,355.59



Image Not Available

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	SOFTL0001	Single User Soft Lock Soft lock for one single user license. Software licenses purchased separately. Can be used together with SCENE, CAM2, FaroZone or As-Built Software products. **OPEN MARKET ITEM**	0.00	0.00	0.00
1	SMA0900-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND Maintenance for SCENE software. Extends the 1 year standard maintenance by 3 years. Scope of service according to the conditions of the SCENE maintenance contract.	2,303.27	115.16	2,188.11
1	COMP0123X64	VR Ready Notebook High-end notebook computer. Contact your FARO representative for current specifications.	4,125.94	206.30	3,919.64

Order Total:	75,650.08
Discount Amount:	-1,592.23
Shipping Total:	0.00
Total in USD:	74,057.85

Additional Information

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. Net 30 or Sooner Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO/IEC 17025:2005 for USB Arms, Bluetooth Gage, Gages, 3D Imager, LLP and Laser Trackers. Our capabilities are listed on our ISO/IEC 17025:2005 Scope of Accreditation and might vary by location. The scope of each location can be accessed from the FARO website.

CALIBRATION STANDARDS

USB Arms and Bluetooth Gage are calibrated in accordance with ASME B89.4.22-2004.

Other Gage Models are calibrated in accordance with ISO 10360-12:2016.

3D Imager are calibrated in accordance with VDI/VDE 2634-2:2012.

Laser Trackers are calibrated in accordance with B89.4.19-2006* as requested by the Customer.

*Part # 960-02589 - System Calibration is an additional calibration process to our Part # ACC-00 - Standard Calibration.

Quantum S/M Arms are calibrated in accordance with ISO 10360-12:2016.

DECISION RULE

For B89 Calibration, FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different decision rule, where the 4:1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified."

For ISO 10360-12:2016 Calibration, FARO follows this Standard's recommendation, Introduction Clause, in the application of the decision rule to testing results. This clause states that "the default decision rules given in ISO 14253-1 apply to specifications made in accordance with this part of ISO 10360, unless otherwise indicated." The relevant decision rule in ISO 14253-1:1998 is given in Clause 5.2, "Rule for proving conformance with specifications." FARO also follows this decision rule according to the recommendation of VDI/VDE 2634-2:2012, Annex 4.3.5.

CUSTOMS and EXPORT CONTROL

Deliveries of these goods/products, software, technologies, know-how-transfer to other countries (e.g. embargos) or to other receivers can be subject to authorization or may be prohibited. US-origin goods/products, software, technologies, know-how-transfer or products which include 10/25 % US- origin, are liable to US-Export-Administration Regulations and could be subject to authorization or may be prohibited.

GSA QUOTE

Pricing, terms and conditions per GSA contract GS07F197GA.

Expiration of contract 9/27/2022.

GSA STANDARD TERMS AND CONDITIONS OF SALE

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST
FSC GROUP: 66 FSC CLASSES

SPECIAL ITEM NUMBER 627-1007 # Scientific Equipment and Services

FARO TECHNOLOGIES, INC

Faro Technologies, Inc.
250 Technology Park
Lake Mary, FL 32746
T: 407-333-9911
F: 407-333-4181
www.faro.com

Contract Number: __GS07F197GA

Period Covered by Contract: __9/28/2017 # 9/27/2022__

General Services Administration
Federal Acquisition Service
Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage System. Agencies can browse GSA Advantage by accessing the Federal Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

INFORMATION FOR ORDERING ACTIVITIES

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
☐ The Geographic Scope of Contract will be overseas delivery only.
☒ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Lockbox Address
Faro Technologies, Inc.
PO Box 116908
Atlanta, GA

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card. Wire transfer information can be obtained from the local sales representative or the accounting department.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: __61-730-8929
Block 30: Type of Contractor # C

- A. Small Disadvantaged Business
B. Other Small Business
C. Large Business
G. Other Nonprofit Organization
L. Foreign Contractor

Block 31: Woman-Owned Small Business - YES
Block 36: Contractor's Taxpayer Identification Number (TIN):

19-0296514

4a. CAGE Code: __0VGY2

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER 627-1007 DELIVERY TIME (Days ARO) 30-45__ Days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: Net 30 Days from receipt of invoice or date of acceptance
b. Quantity none
c. Dollar Volume none
d. Government Educational Institutions Same
e. Other none

8. TRADE AGREEMENTS ACT OF 1979, as amended:

9. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$100.00.

10. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 627-1007 #New Equipment

11. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

12. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

13. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Net Scape). The Internet address is <http://www.gsaaadvantage.gov>

14. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f). For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if:

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

15. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

16. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT OFFERED

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

17. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

18. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

19. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes X

No

The EIT standard can be found at: www.Section508.gov/.

20. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order #

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

21. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

22. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
Scientific Equipment and Services (SPECIAL ITEM NUMBER 627-1007)

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

SELF INSTALLATION

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

Warranty Coverage

The limited warranty covers defects in materials and workmanship in our customers' brand products or other products sold by FARO to the customer. All products sold by FARO will include a one year standard warranty under this contract. This warranty can be extended via purchasing additional warranty coverage while in the warranty period.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

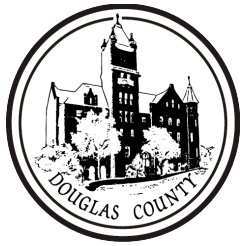
FARO Arm and FARO Gage: 125 Technology Park, Lake Mary, FL 32746
FARO Laser Tracker and Focus 3D Scanner: 290 National Rd, Exton, PA 19341

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglascountyks.org

MEMO TO: The Board of County Commissioners
Sarah Plinsky, County Administrator

FROM: Jackie Waggoner, Purchasing Director

SUBJECT: Consider Contract for Electronic Monitoring

DATE: January 24, 2019

Electronic Monitoring Equipment is a tool to assist staff with monitoring and/or supervising both defendants and offenders in the Criminal Justice System.

In the past staff were using multiple suppliers for this equipment and service. In 2017 staff evaluated several cooperative (State, national, regional) contracts which had been competitively bid and the county could access. Following this review, we recommended accessing the US Communities contract with BI Incorporated. This contract provides services for Pretrial Services for defendant monitoring, Community Corrections for offender supervision, and with the City Municipal Court.

Effective February 1, 2019 the US Communities existing contract expires. Through another bidding process BI Incorporated was awarded the US Communities contract again for up to five years. Staff has been very happy with good customer service, training, response time, and dependability with notification of equipment violations. After reviewing the new contract which offers better rates and increased spares at no charge, we calculated an annual savings of approximately \$30,000 if our usage remained the same. The table below reflects county cost showing the existing and new cost:

BI Costs for Electronic Monitoring Equipment	
2018 BI Expense	\$204,997.20
2018 Equipment Usage using 2019 Pricing	\$176,916.94
Potential Annual Savings under the new BI 2019 Pricing Contract	\$28,080.26
Average savings per month	\$2,340.02

Recommendation: The Board of County Commissioners approves staff to access the US Communities contract with BI Incorporated to provide electronic monitoring services at an estimated cost of \$250,000 for 2019.

RE: Baldwin Affordable Housing Grant

Our board directors and of course our residents, thank you for your consideration of this request. It's our goal to obtain a Federal Home Loan Bank (FHLB) grant in 2019 for up to \$1,000,000. This will be used to renovate 4 of our buildings. We wish to request \$45,000 from the County to support our grant application effort.

The Baldwin Retirement Apartment Complex Inc. (BRAC) is a (501c3) facility located adjacent to the golf course on the west side of Baldwin. As an Affordable Rural Housing participant, our base monthly rental fee is \$375 and can increase up to \$474 based upon one's annual income. The apartments we wish to renovate were built in 1982 and have only had minor upgrades such as new carpet and paint since then. Needless to say, they need some modernizing but these improvements will also reduce our utility costs and increase resident safety. We also need to address sidewalks and a parking lot that are non-ADA compliant.

Douglas County support is needed to help with up front costs required in making our grant application to the FHLB. In addition, a key factor in winning this grant is demonstrating to the FHLB, that our grant request has wide spread community support.

We realize that the County has many urgent budgetary needs, which makes your job as commissioners very challenging. For that reason, we believe that a \$45,000 written commitment split between the 2019 and 2020 budget years will work. Of course if it's possible for the County to make the full contribution in 2019, we could immediately begin renovation of a handicapped unit, which has been in disrepair for over a year.

We're optimistic about our chances for success with the grant application, as we were awarded a \$400,000 FHLB grant in 2013 to support renovation of our oldest building. In conjunction with this 2014 grant application, Baldwin City and Douglas County each provided \$45,000. Baldwin City has conveyed a desire to once again provide a \$45,000 contribution. We hope to have confirmation from the City within a few weeks.

During our presentation in your upcoming commission meeting, we will explain what improvements this grant will enable us to complete. If we're unsuccessful in obtaining the FHLB grant, it's our hope that the commission will elect to still provide \$45,000. During the commission meeting, we can explain how this funding will allow us to correct some relatively minor safety and drainage issues that desperately need attention.

Thanks again for considering our request.

Respectfully,

BRAC Board of Directors



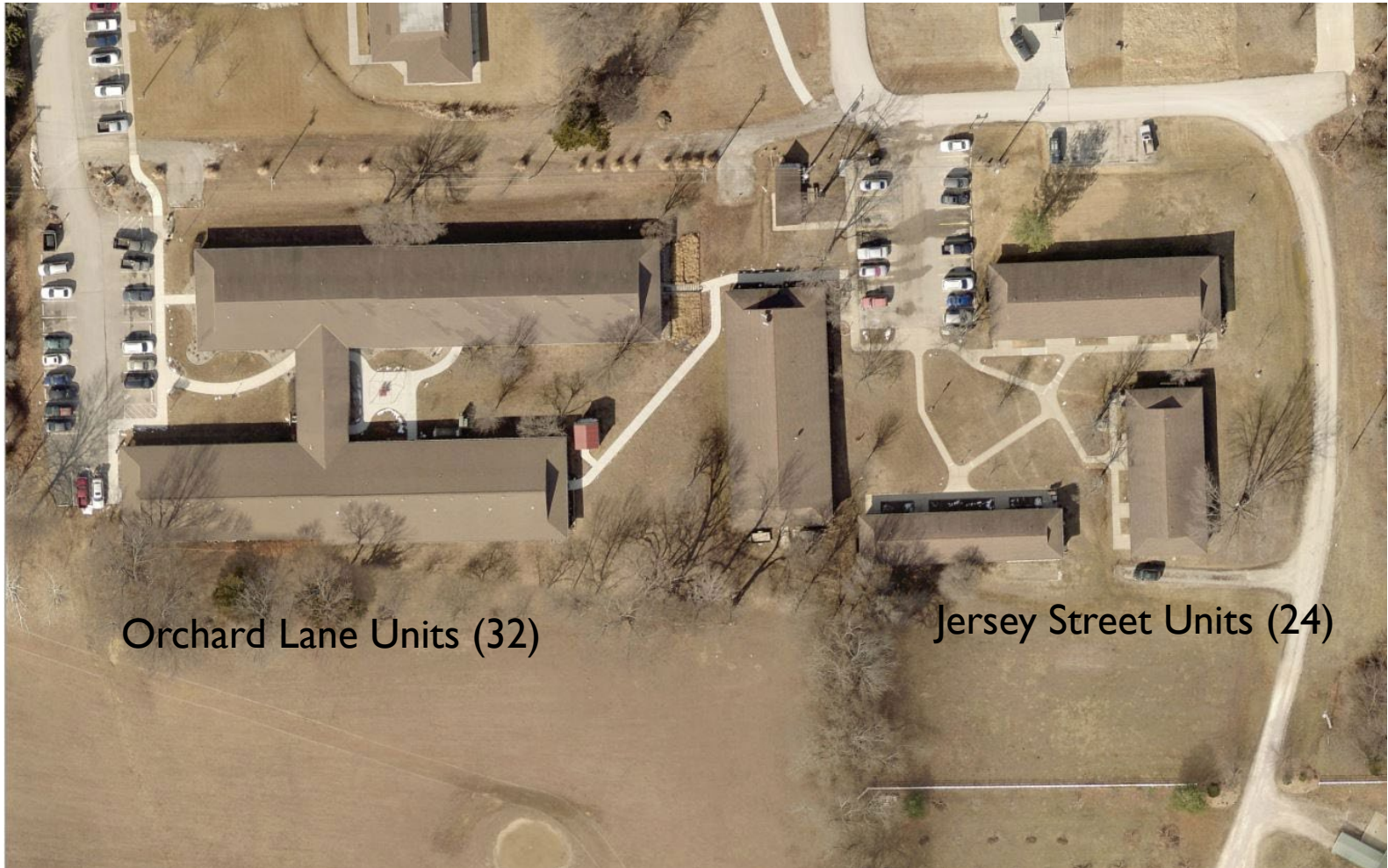
Baldwin Retirement Apartment Complex Inc. (501 c3)—Managing Orchard Lane and Jersey Street Affordable Housing

Phase 2 – Funding Request for
Renovation of Jersey Street Apartments

Who are we?

- Established in 1976
- Located in southwest Baldwin City
- 56 apartments
- Affordable Cost Housing – Income based
- 501c3 non-profit agency
- 72% senior tenants
- Phase I--Orchard Lane (32 units) renovated in 2014/2015
 - Federal Home Loan Bank of Topeka provided Affordable Housing Program grant of \$400K
 - Baldwin City provided \$45K (cash and in-kind service)
 - Douglas County provided \$45K cash
 - Remaining funds from in-house and private donations
 - Total project cost was \$653K

Aerial View



Orchard Lane Units (32)

Jersey Street Units (24)

Phase 2—Proposed Jersey Street Renovation

- Renovation of 24 units (\$720K - \$960K est.)
 - Cosmetic improvements--carpet, painting, appliances and cabinets
 - Core improvements—electrical, plumbing, windows and insulation
- Renovation of sidewalks and parking lot (\$150K est.)
 - Non-ADA compliant
 - Drainage issues
- Additional parking lot (\$80K est.)
- Storage shed replacement (\$25K est.)
- Project/engineering management (\$50K est.)

Phase 2 Funding Requirements

- FHLB Affordable Housing Program Grant
 - 2019 application deadline is June, 2019
 - \$750K to \$1M grant opportunity
 - Demonstration of community support is a scorable component of the grant
- Application Filing Costs
 - Market Analysis Study
 - Capital Needs Assessment (including engineering for parking lots and sidewalks)
 - Grant writing and application filing

Phase 2 Preliminary Schedule

- Grant application due June, 2019
- Grant notification by October, 2019
- Assuming grant is awarded to us, construction is expected 4Q, 2019 through 1Q, 2021 (18 months duration)

Request from Douglas County

- Our request is for similar support as Phase I
 - Total of \$45K
 - \$20K in 1Q, 2019 to enable application filing
 - Remainder in 4Q, 2019 or 1Q, 2020, in consideration of the budget cycle process



Local Food Initiatives: 2018 Annual Report

Presented to the Douglas Co. Board of County Commissioners

January 30, 2018



www.douglascountyks.org/fpc

Overview

- Food System Plan implementation across 5 goal areas
- Building capacity
- Strong foundation set for 2019 progress
- Strategic renewal
 - Food Policy Council
 - Sustainability Office



DOUGLAS COUNTY, KS FOOD SYSTEM PLAN

Adopted June 28, and July 11, 2017



DEVELOPED BY



The Douglas County Food Policy Council

- Established by the County Commission in 2010
- Convened as a joint City-County Council in 2013
- Identifies the benefits, challenges and opportunities for a successful food system
- Recommends local policies to support food system
- Represents a wide range of stakeholders in food system

www.douglascountyks.org/fpc



Staff support from Lawrence-Douglas Co. Sustainability Office

- 1st full time staff, 2010
 - ❖ Sustainability Director
- 2nd full time staff (not grant funded), 2017
 - ❖ Sustainability & Food Systems Planner

Food System Plan

10-year guiding document; incorporated by reference into forthcoming Plan 2040

Goal 1: Thriving Regional Food Economy

Goal 2: Conservation & Resilience

Goal 3: Healthy Food Access

Goal 4: Equitable Food System

Goal 5: Food Waste Elimination



<https://www.douglascountyks.org/fpc/food-system-plan>

Plan Implementation

FPC Working Groups

Goal 1: Thriving Regional Food E

Aggies

Goal 2: C

Goal 3: Healthy Food Access

Health Equity

Goal 4: F

Goal 5: Food Waste Elimination

FoRWaRD

Food Recovery, Waste Reduction, & Diversion

Role of FPC and staff:

- Prioritize initiatives
- Clarify responsibility
- Assess progress
- Maintain community engagement
- Ensure accountability



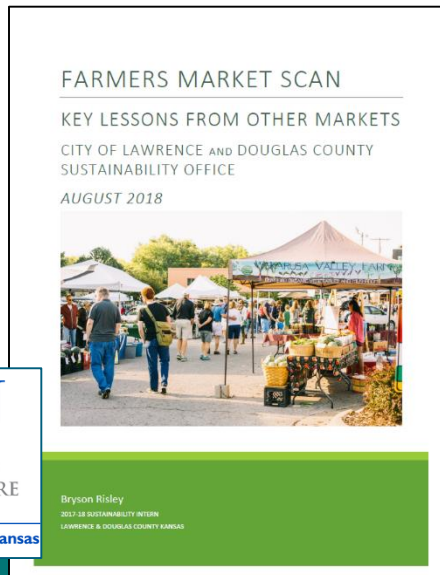
<https://www.douglascountyks.org/fpc/food-system-plan>

Goal 1: Thriving Regional Food Economy



Scan of farmers market permanence, public-private partnerships

- 2019 Downtown Lawrence Master Plan engagement



New publication in development to explain our agritourism regulations, encourage business development

Community Partnerships

OBJECTIVE #2:
Promote local food, farms, and agricultural heritage tourism



Harvesting Opportunity in Kansas Sponsors



Douglas County



In partnership together

THIS BUSINESS
POWERED BY:



A NETWORK KANSAS
Entrepreneurship
Community
DOUGLAS CO.



Sunflower Foundation
HEALTH CARE FOR KANSANS



Agricultural
Marketing
Service


DOUGLAS COUNTY FARM BUREAU®
The Voice of Agriculture®



GrowingGrowers
Kansas City



Event inspired by two national publications:
[Harvesting Opportunity](#) by Federal Reserve of St. Louis
and [Economics of Local Food Toolkit](#) from USDA.

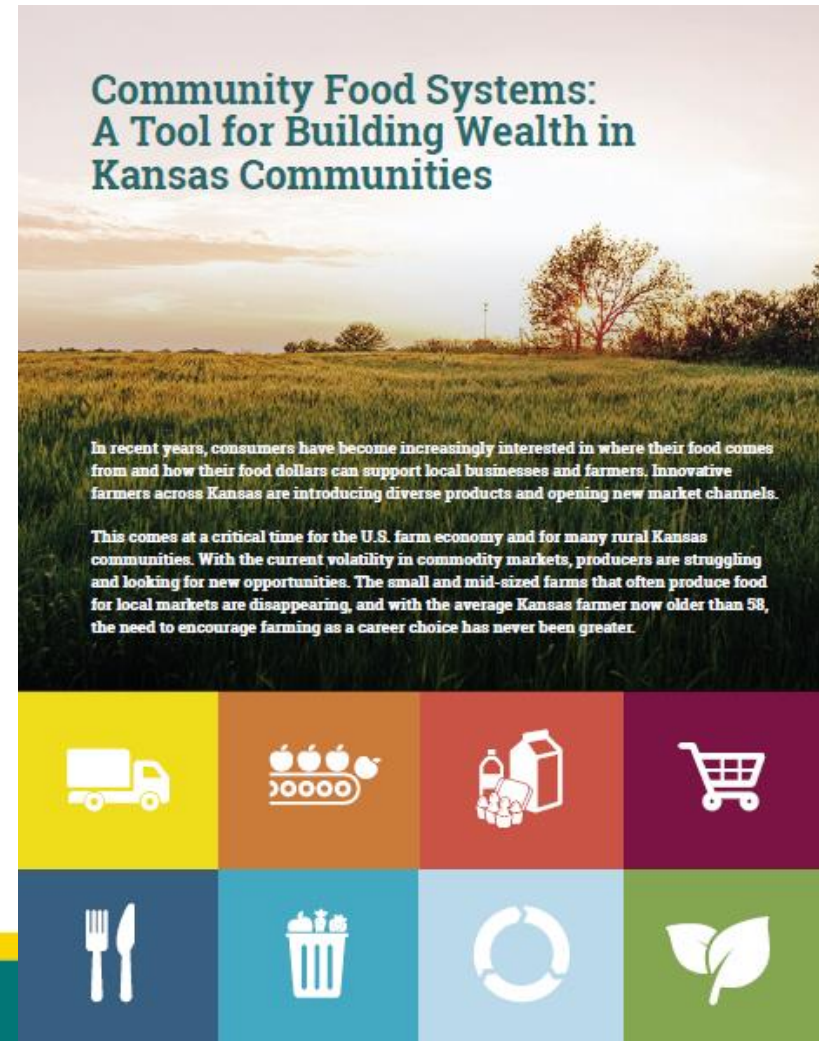
Harvesting Opportunity in Kansas

→ New KS tools developed to share

- [Video to inspire](#)
- [StoryMap with event resources](#)
 - Won KS Asso. of Mappers award for best web app!
- [For Food Councils and community coalitions](#)
- [For KS eco devo professionals](#)

2019: Continuing the Conversation

- Contract with [Kansas Rural Center](#) to incorporate into statewide convenings
- Information sessions with state legislative committees

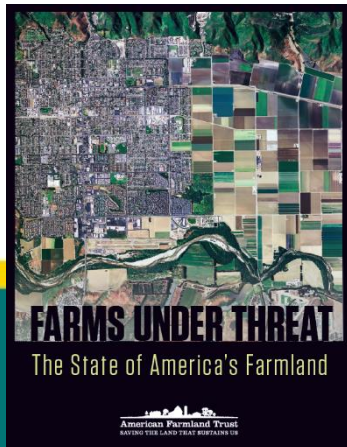


Goal 2: Conservation & Resilience

- Planning under way for first Kansas [Growing Good Neighbors](#) event in April with state agriculture and environmental partners to discuss pesticide drift



- Farmland and land use change analysis with [American Farmland Trust](#)
 - June 2018 presentation
 - Spring 2019 visit in development



Goal 3: Healthy Food Access

- Lawrence Transit partnership on Public Service Announcement pilot



- [Community Health Improvement Plan](#) support
- Community garden program evaluation



Common Ground

- ✓ Started in 2012, with 9 sites
- ✓ Utilizes vacant city owned properties
- ✓ FREE lease to community gardeners

Plots: **116 + 4 cooperative areas**

Gardeners/farmers + volunteers: **272**

Community events & classes: **35**

Pounds of produce donated: **1539 lbs.**

➤ Plus 2 sites open to community harvest!

Mini-grants awarded: **4 for \$1835***



Community Partners

- | | |
|---|---|
| • KU Big Event | • Lawrence Public Library |
| • Sunrise Youth | • GreenWish Lawrence* |
| • KU Permaculture and community-based classes | • Oread Friends |
| • Just Food | • K-State Research & Extension |
| • Sunrise Project | • Douglas County Conservation District |
| • Area foster homes | • Lawrence-Douglas County Health Department |
| • Bishop Seabury | • KLWN |
| • Office of Multicultural Affairs (KU) | • KU Super Service Saturday |
| • KU Campus Cupboard | • Wichita's KKGU College Access Advisor |
| • KU Center for Community Outreach | |
| • Kaw Valley Seed Fair | |

2017-2018 Urban Ag Grant with Douglas Co Conservation District



K-STATE
Research and Extension

- Garden Management Guide
- Program Evaluation
- Fall Garden Tour + Stakeholder Visioning



See Full Annual Report at:

www.lawrenceks.org/common_ground



Goal 4: Equitable Food System

- Grant awarded for 2019 healthy food access collaboration with ethnic food retailers, ID policy barriers and opportunities



Builds on story collection by Connie Fitzpatrick as Sunrise Project community coordinator in 2016

- FPC proposed changes in Council structure to increase opportunities for participation
- Kansas Health Foundation awards Sunrise grant for community-based Food System Plan implementation in 2019



Goal 5: Food Waste Elimination

- Another year of state funding for food waste efforts



Pollution Prevention Institute

Kansas State University

- Relationship building with community partners



At the Hamm Recycling Facility

- [Community Health Improvement Plan](#) support

Building Capacity



**KANSAS
LEADERSHIP
CENTER**

Douglas County
Transformation Grant

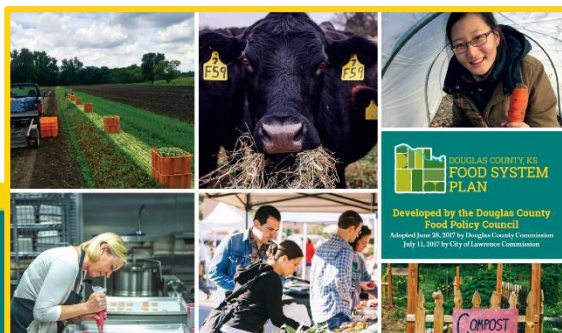
➤ 2019 member
trainings



**KANSAS ALLIANCE FOR
WELLNESS**

Grant awarded for:

- Leadership development
- Policy issue training
- New communications pieces to engage partners

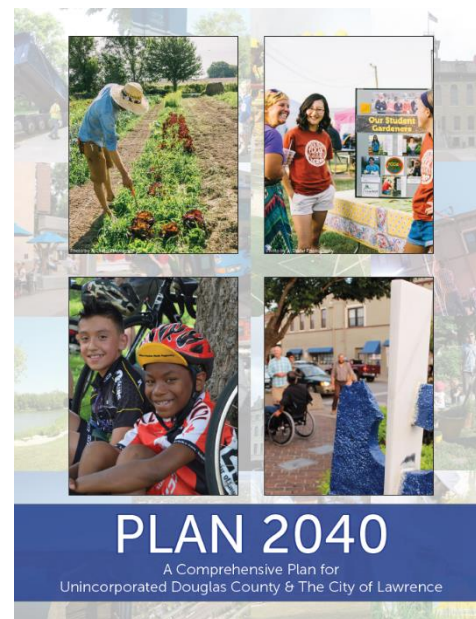


Economic vitality • Wellness • Ecological resilience • Equity

**DOUGLAS COUNTY, KS
FOOD SYSTEM
PLAN**

Developed by the Douglas County
Food Policy Council
Adopted June 28, 2017 by Douglas County Commission
July 11, 2017 by City of Lawrence Commission

COMPOST



PLAN 2040

A Comprehensive Plan for
Unincorporated Douglas County & The City of Lawrence

Continued engagement with
Comprehensive Plan update

Presentations in 2018 included:

- National Planning Conference
- Urban Food Systems Symposium
- KS-MO Bi-State Planning Conference
- Heartland Health Equity Conference
- Kansas Farmers Union Conference
- KS From the Land of Kansas Conference

Stay Connected

✓ All Council meetings are open to the public:

➤ Full Council: Third Monday, monthly

- 6:30pm to 8:30pm

- *Location varies*

➤ Working group meeting times vary

✓ Agendas, minutes, reports online:

- <https://www.douglascountyks.org/fpc>

✓ Subscribe for emails:

➤ Agenda announcements:

- <http://lawrenceks.org/subscriptions>

➤ Food System Plan updates:

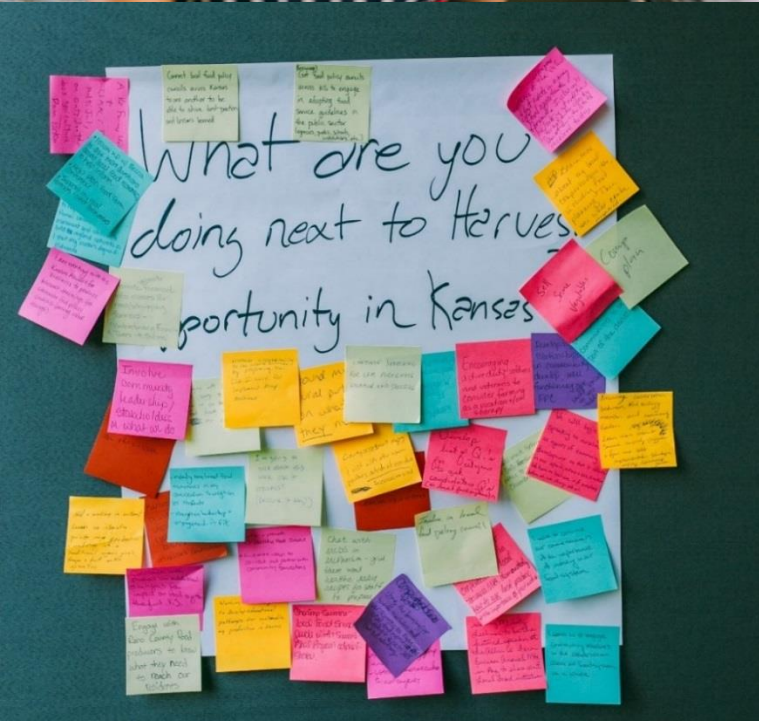
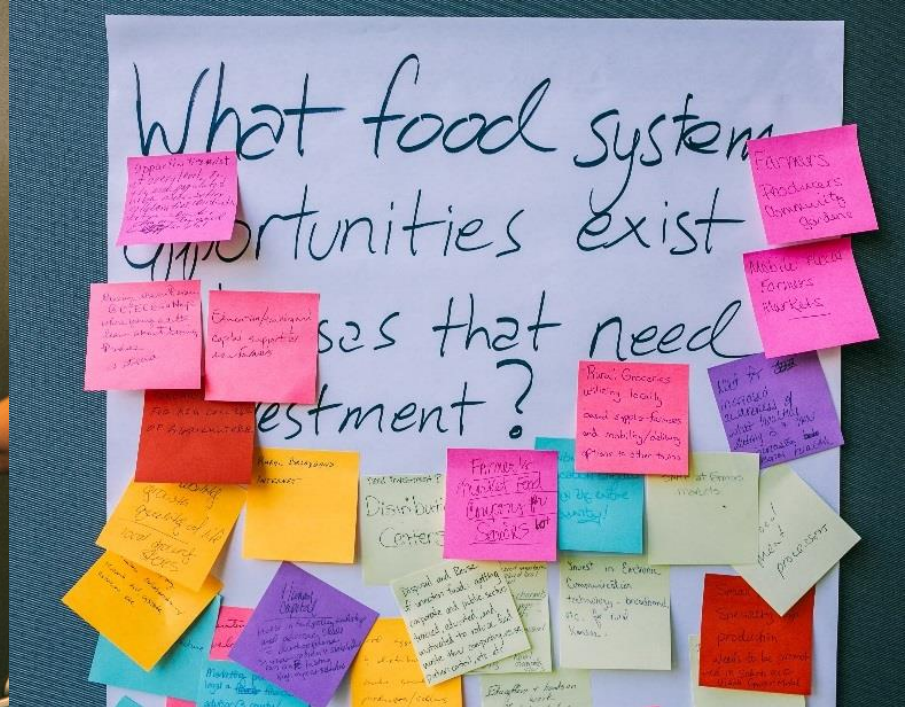
- <https://www.douglascountyks.org/fpc/food-system-plan>



FPC meetings in 2018 included a tour of Just Food by Executive Director Elizabeth Keever, and a potluck at the Flory Meeting Hall, with FPC member speed dating to learn more about each other!



Commissioner
engagement
welcomed!



Commissioner engagement about community goals and food systems opportunities welcomed in 2019!

- Food Policy Council
- Lawrence-Douglas County Sustainability Office
- Community partners



DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5157 Fax (785-832-5148
hschnoes@douglascountyks.org

Helen Schnoes
Sustainability & Food
Systems Planner, AICP

Memo to: Douglas County Board of County Commissioners
Sarah Plinsky, Interim County Administrator

From: Helen Schnoes, Sustainability & Food Systems Planner

Subject: Food Policy Council Joint Resolution-Ordinance and Bylaws Update

Date: January 23, 2019

On December 17, 2018, the Food Policy Council, a joint Lawrence and Douglas County advisory board, voted to approve a set of proposed changes to restructure the group and renew its focus, in part given successes in the community since its creation by the Board of County Commissioners in 2010 (with City of Lawrence becoming a joint appointing body in 2013). The changes came as a result of a 6-month collaborative and iterative research, discussion, and drafting process among staff and Council members.

The key changes under consideration include:

- Reduction from 23 to 16 members. Seven members will be City-appointed, nine will be County-appointed.
- Loosening of defined “roles” for a majority of the members, while still including language to ensure diverse perspectives across the food system, which were important to the Council’s founding. This includes requiring at least 4 active farmers, who bring experience in different sectors, marketing channels, and production systems, and retaining important liaison roles with key partners.
- Narrowing focus of the group to policy and community convening, in recognition of past accomplishments and increased staff capacity to advance local food systems development (see presentation attachment for summary).
- Recognition of the 2017 adoption of the Douglas County Food System Plan by City and County, and the Council’s role in supporting its implementation.

The Lawrence City Commission will receive a complementary request at its February 5 meeting. Sustainability staff will update the Lawrence Commission and City Manager’s Office as to the outcome of the BOCC decision.

Recommended Action: Consider approval of new Joint Resolution-Ordinance with City of Lawrence for reestablishment of the Food Policy Council as a joint advisory board and an update to the bylaws to govern the Council’s work.

CITY OF LAWRENCE, KANSAS ORDINANCE NO. _____

**BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS
RESOLUTION NO. _____**

**A JOINT RESOLUTION-ORDINANCE OF THE CITY COMMISSION
OF THE CITY OF LAWRENCE, KANSAS (THE “CITY”) AND THE BOARD OF
COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS (THE “COUNTY”)
AMENDING THE PURPOSE, SCOPE OF WORK, SIZE, AND MEMBERSHIP THE
DOUGLAS COUNTY FOOD POLICY COUNCIL (FPC)**

WHEREAS, the Douglas County Food Policy Council was established by the County in September 2009 by Resolution No. 10-14 to identify the benefits, challenges, and opportunities for a successful, sustainable local food system in Douglas County.

WHEREAS, the Lawrence City Commission requested that the Douglas County Commission consider a joint council structure for the Douglas County Food Policy Council, which was established in December 2013 by Douglas County Resolution 13-32 and City of Lawrence Ordinance 8948, to recognize existing program overlap and allow for greater collaboration between the City and the County to support agriculture producers, grow food sector businesses, and increase resident access to healthy local food.

WHEREAS, the Board of County Commissioners of Douglas County and the Lawrence City Commission adopted the Douglas County Food System Plan in June and July 2017 (respectively) to guide the community’s local food system development forward, and for which the Food Policy Council plays a pivotal implementation role.

WHEREAS, the Food Policy Council endorses changing the purpose, scope of work, size, and membership of the Food Policy Council based upon its past successes to date, expanded local food systems work by the Lawrence-Douglas County Sustainability Office, and to ensure the FPC’s continued progress is policy-focused, meaningful, and sustainable,

NOW, THEREFORE, be it jointly resolved by the City and the County as follows:

Section 1. Reestablishment of Council. The Food Policy Council (henceforth FPC) is hereby reestablished as a joint advisory council to the City and the County.

Section 2. Purpose of the Council. The FPC seeks to support a successful, sustainable local food system in Lawrence and Douglas County. To this end, the purpose of the FPC is:

- a) To advise elected officials on food-system related policy issues and
- b) To provide a community forum for local food system development.

Section 3. Goals of the Council. The work of the FPC shall help advance community progress towards the following goals:

- a) Agricultural producers, food entrepreneurs, and food sector workers thrive in our regional economy.
- b) As our cities grow, we prioritize natural resource conservation and maintain working lands to promote soil health.

- c) We build and design our communities to ensure food access, foster health, and eliminate food deserts.
- d) Our community fosters an equitable food system.
- e) Our community eliminates waste in our local food system.

Section 4. Duties of the Council. The Food Policy Council shall provide a community forum and advise the Lawrence City Commission, the Douglas County Board of County Commissioners, and city and county staff in the following ways. The FPC should:

- a) Convene and engage diverse perspectives. In particular, the FPC shall give attention to two essential considerations:
 - i. Ensure balance across the county's urban and rural communities, with attention to the important voice of multiple agricultural producers from various sectors, production systems, and marketing channels.
 - ii. Advance equitable representation towards a just and fair food system, where all residents can participate fully, regardless of socioeconomic status, geography, race, ethnicity, gender identity, sex, religion, color, national origin, age, ancestry, familial status, sexual orientation, or immigration status. Equally applying universal interventions may not address the specific needs some populations facing systemic barriers and disadvantage.
- b) Identify and address pressing issues, challenges, and policy opportunities related to the local food system. The FPC shall seek to understand and identify the following considerations as a primary means of advancing its work: (1) Local conditions, (2) Models of best practice and their relevance to Lawrence and Douglas County, (3) Possible timeline for implementation, (4) Financial implications and future impacts, (5) Consideration of who in the community will be impacted by potential policy changes, including who will be the most impacted, (6) Possible unintended consequences.
- c) Support implementation of the Douglas County Food System Plan (adopted on June 28, 2017 by the Douglas County Board of County Commissioners and on July 11, 2017 by the City of Lawrence Commission), in collaboration with city and county staff and community partners. This may include: (1) Prioritizing initiatives, (2) Clarifying responsibility for work on specific actions, (3) Assessing progress and identifying indicators to track progress, (4) Maintaining community engagement, (5) Ensuring accountability in meeting goals and objectives in the plan.
- d) Maintain regular communication with the Douglas County Board of County Commissioners, the Lawrence City Commission, and county and city staff regarding FPC activities and recommendations.

Section 5. Membership of the Council. There shall be sixteen (16) members on the FPC, nine (9) appointed by the County and seven (7) appointed by the City, and comprised as follows:

- a) County-appointed: Five (5) members to serve as liaisons with important food systems partners:
 - i. **One representative of the Douglas County Farm Bureau;**

- ii. **One representative of a Chamber of Commerce in Douglas County;**
 - iii. **One representative of a non-governmental organization working in the area of sustainable agriculture or local food systems;**
 - iv. **One representative of the K-State Research and Extension—Douglas County;**
 - v. **One representative of the Lawrence-Douglas County Health Department or other local public health organization;**
- b) County-appointed: **Four (4) members** bringing relevant local food systems professional or personal experience, as outlined in the Council's bylaws;
 - c) City-appointed: **One (1) member also currently appointed to the City of Lawrence Sustainability Advisory Board;**
 - d) City-appointed: **Six (6) members** bringing relevant local food systems professional or personal experience, as outlined in the Council's bylaws.

Section 6. Terms of Service. Term lengths and limits shall be governed as follows:

- a) Members shall be appointed by the Lawrence City Commission or the Douglas County Commission for a term of three years.
- b) Terms of service will begin at the start of the first meeting of the calendar year.
- c) In the event of a member's inability to serve or resignation, the responsible body shall appoint another person to serve for the remainder of the unexpired term so created. Service of a partial term will not apply when calculating applicable term limits.
- d) No person shall serve more than two consecutive full terms as a member.

Section 7. Meeting Attendance. Council member attendance is expected at every meeting of the FPC. In the event of more than two unexcused absences, or more than five absences in a calendar year, a Council member may be asked to resign from the Council. Failure to notify of an absence at least 24 hours before a FPC meeting will constitute an unexcused absence.

- a) For those members appointed as liaisons in Section 5 (a) and 5 (c), a designee from the same organization may attend a Council meeting from time to time in the appointed member's place with full voting rights if previously approved by FPC to serve as said designee.

Section 6. Staff Support. Both the City and the County shall provide staff support to the FPC as available and necessary.

Section 7. Bylaws. The FPC shall prepare bylaws to govern the Council's structure and decision-making process and shall submit said bylaws to the City and County for joint approval. All revisions to FPC bylaws shall be submitted to the City and County for joint approval.

Section 8. Open Meetings and Open Records. All meetings of the FPC shall be held in compliance with the Kansas Open Meetings Act, and its records shall be subject to the Kansas Open Records Act.

Section 9. Withdrawal by City or County. Either the City or the County may withdraw its support of the FPC and terminate the FPC's role with respect to such body upon not less than thirty (30) days notice to the other governmental body.

Section 10. Effective Date. This Joint Resolution-Ordinance shall only take effect and shall be in full force from and after its adoption by the last to adopt this Resolution-Ordinance of either the City or the County.

Section 11. Resolution and Ordinance Repeal. Douglas County Resolution 13-32 and City of Lawrence Ordinance 8948 are hereby repealed in their entirety.

Adopted by the Douglas County Board of County Commissioners this ____ day of _____.

Adopted by the Governing Body of the City of Lawrence, Kansas this ____ day of _____.

APPROVED:

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Michelle Derusseau, Chair

Patrick Kelly, Member

Nancy Thellman, Member

Date

ATTEST:

Jameson D. Shew, County Clerk

CITY OF LAWRENCE COMMISSION

Lisa Larsen, Mayor

ATTEST:

Sherri Riedemann, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Toni R. Wheeler, City Attorney

Bylaws of the Douglas County Food Policy Council

ARTICLE I. NAME

Section 1.

The name of the organization shall be the Douglas County Food Policy Council. Hereinafter referred to as the FPC or the Council.

ARTICLE II. PURPOSE

The FPC seeks to support a successful, sustainable local food system in Lawrence and Douglas County. To this end, the purpose of the FPC is:

1. To advise elected officials on food-system related policy issues and
2. To provide a community forum for local food system development.

ARTICLE III. GOALS (Areas of Focus and Community Outcomes)

Section 1.

The work of the FPC shall help advance community progress towards the following goals:

1. Agricultural producers, food entrepreneurs, and food sector workers thrive in our regional economy.
2. As our cities grow, we prioritize natural resource conservation and maintain working lands to promote soil health.
3. We build and design our communities to ensure food access, foster health, and eliminate food deserts.
4. Our community fosters an equitable food system.
5. Our community eliminates waste in our local food system.

Section 2.

While pursuing its goals, the FPC should seek to uphold the following principles:

1. Build relationships and understanding across the urban-rural divide
2. Find balance across the goals in Article III, Section 1
3. Respect individual rights while upholding the common good
4. Implement actions and policies based upon community context

ARTICLE IV. DUTIES

Section 1.

The FPC shall advance its work by convening and engaging diverse perspectives. In particular, the FPC shall give attention to two essential considerations:

1. Ensuring balance across the county's urban and rural communities, with attention to the important voice of multiple agricultural producers from various sectors, production systems, and marketing channels of agriculture.
2. Advance equitable representation towards a just and fair food system, where all residents can participate fully, regardless of socioeconomic status, geography, race, ethnicity, gender identity,

sex, religion, color, national origin, age, ancestry, familial status, sexual orientation, or immigration status. Equally applying universal interventions may not address the specific needs some populations facing systemic barriers and disadvantage.

Section 2.

The FPC shall identify and address pressing issues, challenges, and policy opportunities related to the local food system. The FPC shall seek to understand and identify the following considerations as a primary means of advancing its work:

1. Local conditions.
2. Models of best practice and their relevance to Lawrence and Douglas County.
3. Possible timeline for implementation.
4. Financial implications and future impacts.
5. Consideration of who in the community will be impacted by potential policy changes, including who will be the most impacted.
6. Possible unintended consequences.

Section 3.

The FPC shall support implementation of the Douglas County Food System Plan (adopted on June 28, 2017 by the Douglas County Board of County Commissioners and on July 11, 2017 by the City of Lawrence Commission), in collaboration with city and county staff and community partners. This may include:

1. Prioritizing initiatives.
2. Clarifying responsibility for work on specific actions.
3. Assessing progress and identifying indicators to track progress.
4. Maintaining community engagement.
5. Ensuring accountability in meeting goals and objectives in the plan.

ARTICLE V. MEMBERS

Section 1.

Members shall be appointed by the Douglas County Commission or Lawrence City Commission for a term of three years.

Section 2.

Terms of service will begin at the start of the first meeting of the calendar year.

Section 3.

In the event of a member's inability to serve or resignation, the County Commission or City Commission shall appoint another person to serve for the remainder of the unexpired term so created. Service of a partial term will not apply when calculating applicable term limits.

Section 4.

Members appointed to serve before the adoption of the new Council joint resolution-ordinance in January and February 2019 shall continue to serve out the remainder of their current term. Term limits shall apply going forward based upon previous service. In sum, the Council shall have the following staggering of terms upon adoption of these bylaws:

- a) Five positions with terms ending in 2019
- b) Five positions with terms ending in 2020
 - i. Two persons appointed to serve the Food Policy Council in 2019 shall serve shortened 2-year terms to achieve balance among returning members and new positions. These two individuals may serve two full 3-year terms following 2020.
- c) Six positions with terms ending in 2021

Section 5.

No person shall serve more than two consecutive terms as a member.

Section 6.

There shall be sixteen (16) voting members on the FPC, nine (9) appointed by the County Commission and seven (7) appointed by the City Commission, comprised based upon the following guidelines.

- a) County-appointed: Five (5) members to serve as liaisons with important food systems partners:
 - i. **One (1) representative of the Douglas County Farm Bureau;**
 - ii. **One (1) representative of a Chamber of Commerce in Douglas County;**
 - iii. **One (1) representative of a non-governmental organization working in the area of agriculture or local food systems;**
 - iv. **One (1) representative of the K-State Research and Extension—Douglas County;**
 - v. **One (1) representative of the Lawrence-Douglas County Health Department or another local public health organization;**
- b) County-appointed: Four (4) members bringing relevant local food systems professional or personal experience, as outlined in the Council's bylaws;
- c) City-appointed: One (1) member also currently appointed to the City of Lawrence Sustainability Advisory Board;
- d) City-appointed: Six (6) members bringing relevant local food systems professional or personal experience, as outlined in the Council's bylaws.

Section 7.

Among all 16 FPC members, professional or personal experience shall satisfy the considerations below, with recognition that individual members may bring relevant experience in more than one of the considerations:

- a) **At least four (4) active agricultural producers from a range of production systems, sectors, and marketing channels** (including but not limited to a producer of animal protein, a producer of specialty crops, a commodity producer, and/or a producer engaged in direct marketing of products);

- b) **At least four (4) members bringing significant experience related to building a thriving regional food economy** (including but not limited to agricultural producers, food-based entrepreneurs, food retail outlet owners or staff (such as restaurants or grocery stores), economic development professionals, institutional food purchasers, value chain coordinators);
- c) **At least three (3) members bringing significant experience related to agricultural and natural resource conservation, preservation, and resilience** (including but not limited to agricultural producers, water or soil conservationists, agricultural and rural landowner support organization, rural land owners, environmentalists, natural resource scientists, those familiar with zoning and development);
- d) **At least two (2) members bringing significant experience related to healthy food access** (including but not limited to neighborhood residents or leaders, developers, engineers, planners, transit riders and professionals, community gardeners, health professionals, dieticians, neighborhood retailers, institutional food service purchasers, those bringing experience with barriers to healthy food access);
- e) **At least two (2) members with significant experience related to fostering an equitable food system** (including but not limited to community organizing, food security and assistance programs (SNAP, CHAMPPS, Double Up Food Bucks, school and summer meal programs, food banks and pantries), cultural and ethnic food producers or entrepreneurs or leaders, equitable planning and policy, health equity, social justice, and those experiencing current or historical barriers to a fair and just food system);
- f) **At least one (1) member with significant experience related to food waste elimination** (including but not limited to policy-based behavioral change, institutional and retail food service, zero waste events and campaigns, food recovery and donations, on-farm gleanings, solid waste management, composting and vermiculture).

ARTICLE VI. OFFICERS

Section 1.

FPC officers shall be a Chairperson and one or two Vice-Chairperson(s), and shall constitute the Executive Committee.

Section 2.

The Chairperson shall preside at meetings and perform other duties as prescribed by these bylaws. The Chairperson shall be the principal spokesperson for the FPC and shall sign official communications from the Council. The Chairperson, from time to time, may appoint committees to perform specific duties related to the Council's purpose.

Section 3.

A Vice-Chairperson shall preside in the absence of the Chairperson and may perform other duties of the Chairperson when empowered by the Chairperson to do so.

Section 4.

Officers shall be elected at the final regular meeting of the calendar year. Nominations may be made from the floor at that time. In the event of contest for an office, voting shall be by secret ballot.

Section 5.

Terms of office shall begin at the conclusion of the meeting when elections are held.

Section 6.

In the event an officer is unable to serve or resigns from his or her office, the FPC shall elect a replacement no later than the next regular meeting

Section 7.

An officer may be recalled from office by a majority vote of the membership at a regular meeting of the FPC.

ARTICLE VII. MEETING ATTENDANCE

Section 1.

Council member attendance is expected at every meeting of the FPC. In the event of more than two (2) unexcused absences, or more than five (5) total absences in one (1) calendar year, a Council member may be asked to resign from the Council.

Section 2.

For those members appointed as liaisons in Article V, Section 6 (a) and (c), a designee from the same organization may attend a Council meeting from time to time in the appointed member's place with full voting rights if previously approved by FPC to serve as said designee.

Section 3.

Members who know they will be absent at an upcoming meeting will send notice beforehand to the FPC chairperson and designated staff person. Failure to notify the FPC chair or staff liaison of an absence at least 24 hours before a FPC meeting will constitute an unexcused absence.

Section 4.

Members may receive an excused leave of absence if they submit a request to the Council detailing the number of meetings they will miss, along with the dates of the first meeting they will miss and the meeting date on which they will return. Leaves of absence will be approved by a majority vote of the Council.

Section 5.

Attendance will be reviewed regularly to ensure compliance.

ARTICLE VIII. MEETINGS

Section 1.

Regular meetings shall be held as necessary, at least six times each calendar year.

Section 2.

The date, time and place of the regular meetings shall be fixed by the Executive Committee and announced to members at least two weeks prior to the meeting date.

Section 3.

The first meeting of the new calendar year will include announcing the new appointments of the FPC. In instances of new members appointed to serve the remainder of the unexpired term, announcements shall be made at the next regular FPC meeting following appointment.

Section 4.

Nine (9) members of the Board shall constitute a quorum of the Board. There must be a quorum present (in person or by teleconference) before the Council may conduct any official business. Informal discussions may occur in the absence of a quorum.

Section 5.

Official business, actions, and recommendations of the FPC shall be advanced or approved by simple majority vote of all members of the FPC or quorum thereof. These votes shall be recorded in regular minutes of the FPC.

Section 6.

The Executive Committee shall meet as necessary.

Section 7.

All meetings of the full FPC are public, and members of the public are invited to attend and monitor meetings. Chair shall provide an opportunity at some point during each regular business meeting for introductions of public and brief comments or questions from members of the public as time allows.

Section 8

In the rare case that timely issues must be considered outside of the normal monthly meeting timeframe, the Chair may call an emergency meeting of the Council. This meeting can be conducted in-person, or via conference call. These meetings shall be open to the public, in accordance with the Kansas Open Meetings Act, with 24 hour notice provided on the City and County websites.

Section 9

A proposed agenda for each meeting shall be approved by the Executive Committee and made available to all FPC members at least one week in advance of each meeting. Requests for changes to the proposed meeting agenda can be made to the Chair at any time prior to approval of the proposed agenda at each meeting. Proposed changes are subject to approval by the full FPC.

ARTICLE IX. STAFF LIAISON

The Lawrence-Douglas County Sustainability Office shall provide staff support for the FPC as part of its regular duties, and serve as administrative liaison between the Board of County Commissioners, Lawrence City Commission, city and county staff, and the FPC.

ARTICLE X. AMENDMENTS, REVISIONS, AND APPROVAL

Section 1.

All revisions to FPC bylaws shall be submitted to the City and County Commissions for joint approval. Any proposed bylaws amendment or revision shall first be approved for Commission consideration by affirmative vote of a majority of the total FPC membership at a regular meeting or a quorum thereof. Written notice of the proposed changes shall be in the hands of FPC members at least two weeks prior to the meeting at which the vote to approve for Commission consideration is scheduled.

Section 2.

The most current FPC bylaws shall be reviewed at the first regular FPC meeting of each calendar year to identify any amendments or revisions to consider.

Adopted May 17, 2010

Revised June 20, 2011

Revised October 22, 2013

Revised April 21, 2014

February 5, 2019 *(pending City of Lawrence Commission approval and Douglas County Board of County Commission approval on January 30, 2019)*



Food Policy Council Proposal: New Joint Resolution-Ordinance + Bylaws

January 30, 2018



The Douglas County Food Policy Council

- Established by the County Commission in 2010
- Convened as a joint City-County Council in 2013
- Identifies the benefits, challenges and opportunities for a successful food system
- Recommends local policies to support food system
- Represents a wide range of stakeholders in food system

www.douglascountyks.org/fpc



Staff support from Lawrence-Douglas Co. Sustainability Office

- 1st full time staff, 2010
 - ❖ Sustainability Director
- 2nd full time staff (not grant funded), 2017
 - ❖ Sustainability & Food Systems Planner

Restructuring the FPC

- Why?

- Bylaw review in Food System Plan's Implementation Framework
- Work has evolved for Council, staff – successes allow for renewed focus
- Large size (23) and narrow appointment criteria has presented challenges
 - May create barriers for some community members
 - Administratively heavy – need to make sustainable

- Process

- Working group formed July, met several times with staff to review bylaws, research other Food Councils, local advisory boards
- Facilitated conversation in October
- Council review of key ideas, proposals -- approved framework in December



Major changes proposed

- Membership simplification
 - Reduce size from 23 to 16
 - Loosen defined membership “roles”
 - Ensure diversity, agricultural producer engagement
 - Retain liaison relationships
- Purpose, goals, duties revision
 - Refocus on policy
 - Revise due to increased staff capacity
 - Recognize Food System Plan



Council original purposes → Proposed changes as duties

Strengthen Council's Role

- Advisory board on food systems policy, economic development
- County-wide food policy (plan!)

Clarify Council's Role

- Serve as community forum, clarify to “convene” not “coordinate”

Shift to Staff Role

- Establish benchmarks
- Clearinghouse / coordinator of objective data
- Infrastructure to support local food distribution
- Contribute to local food buying guide
- Contribute to informational website

Shift to Staff Role

- Establish benchmarks
- Clearinghouse / coordinator of objective data
- Infrastructure to support local food distribution (+ *within Food System Plan*)
- Contribute to local food buying guide
- Contribute to informational website

FPC Past Success

- Food System Assessments (2011, 2017)
- University of Kansas research, course collaborations
- Food Hub Feasibility Study (2014) and implementation
- Farmers Market Assessment and Recommendations (2015-2017)
- Local Food Wholesale Directories (2015, 2017)
- Various local food promotion events, campaigns, resources



Clarify Council's Role

- Serve as community forum, clarify to “convene” not “coordinate”

FPC Past Success

- Incubation of programs, events
 - Market Match (Double Up Food Bucks)
 - Chefs Challenge at County Fair
- Host / launch community conversations
 - Downtown food desert (2014)
 - Agricultural land preservation (2011)
 - Local food procurement, distribution
 - Harvesting Opportunity in Kansas Symposium (2018)
- Engagement with KS Legislature's Local Food and Farm Taskforce (2014-2016)
- Healthy Communities Initiative with Health Dept. (2014-2017)



Strengthen Council's Role

- Advisory board on food systems policy, economic development
- County-wide food policy (plan!)

FPC Past Success

- Douglas County Food System Plan (2017)
 - Comprehensive Plan input
- Policy changes + communications
 - Lawrence, urban agriculture (2016)
 - Douglas County, agritourism (2013)
 - New public brochure, 2018- 2019
 - Douglas County, incubator kitchen
 - Culinary Commons, 2013, 2016)
- Policymaker tours, trips
- Creation of Common Ground community garden public program
- Annual reports to Commissioners
- Proclamations



New Purpose

The Food Policy Council seeks to support a successful, sustainable local food system in Lawrence and Douglas County. To this end, the purpose of the Food Policy Council is

- To advise elected officials on food-system related policy issues and
- To provide a community forum for local food system development.

- Align Council goals with Food System Plan goals
- Reference principles to guide the work



Revised Goals draw from Food System Plan

10-year guiding document; incorporated by reference into forthcoming Plan 2040

Goal 1: Thriving Regional Food Economy

Goal 2: Conservation & Resilience

Goal 3: Healthy Food Access

Goal 4: Equitable Food System

Goal 5: Food Waste Elimination



<https://www.douglascountyks.org/fpc/food-system-plan>

Duties of the FPC

Convene and engage diverse perspectives

- Urban-rural balance
- Equitable representative

Identify, address issues, challenges, and policy opportunities

- Assess / understand local conditions
- Models of best practice, local relevance
- Implementation and implications: timelines, financial, community impact, unintended consequences

Support Food System Plan implementation

- Prioritize initiative, Clarify responsibility, Assess progress and identify indicators, Maintain community engagement, Ensure accountability

Maintain regular communication

- County Commission, City Commission, City and county staff



Douglas Co. Food Policy Council

23 appointed members – current structure

County-appointed (14)	City-appointed (9)
At-Large	At-Large
At-Large	At-Large
At-Large	Agricultural Producer
Agricultural Producer	Retail Food Outlet
Agricultural Producer	Retail Food Outlet
Agricultural Producer (Farm Bureau)	Sustainability Advisory Board
Retail Food Outlet	Food Security
Institutional Food Purchaser	Farmers Market in Douglas County
Education	Business Community
Extension Service	
NGO- Health/Nutrition/MD	
NGO- Local Food Systems/Sustainable Ag.	
Youth Representative	
Senior Food & Nutrition Programs	



Douglas Co. Food Policy Council

16 appointed members – suggested structure

County-appointed (9)	City-appointed (7)
Agricultural Producer (Farm Bureau)	Sustainability Advisory Board
Chamber of Commerce in Douglas County	Professional / personal experience
Extension Service	Professional / personal experience
NGO - Local Food Systems/Sustainable Ag.	Professional / personal experience
Health Department or public health org.	Professional / personal experience
Professional / personal experience	Professional / personal experience
Professional / personal experience	Professional / personal experience
Professional / personal experience	Professional / personal experience
Professional / personal experience	
➤ Minimum 4 active agricultural producers from different sectors, production systems, and marketing channels. ➤ Bylaws encourage balance across food system issues, sectors	



Proposed New FPC Structure			
Food System Plan Goal Area (minimum, not designated seat for appointment)	County-Appointed	City-Appointed	Total
Goal 1	- Kansas Farm Bureau - Misc.	- Chamber - Misc. (retail)	4
Goal 2	- Sustainable ag / Local food system non-profit - Misc.	Sustainability Advisory Board	3
Goal 3	Misc.	Misc.	2
Goal 4	Misc.	Misc.	2
Goal 5		Misc.	1
General	- K-State Research & Extension - Lawrence-Douglas County Health Department or public health org. - Misc.	Misc.	4
Total	9	7	16

Food System Plan Goal Area		County-Appointed	City-Appointed	Total
Goal 1	➤ Minimum 4 active agricultural producers from different sectors, production systems, and marketing channels. ➤ Welcome professional and experiential/lay expertise. ➤ Allow for “designee” with liaisons ➤ Add explicit language about intentional inclusion. ➤ Appointments not tied to specific goal area; used as minimums	• Misc.		4
Goal 2				3
Goal 3				2
Goal 4				2
Goal 5				1
General				4
Total		9	7	16

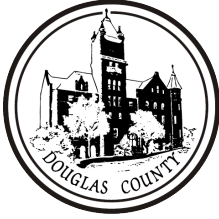
Major changes proposed

- Membership simplification
 - Reduce size from 23 to 16
 - Loosen defined membership “roles”
 - Ensure diversity, agricultural producer engagement
 - Retain liaison relationships
- Purpose, goals, duties revision
 - Refocus on policy
 - Revise due to increased staff capacity
 - Recognize Food System Plan



Staff Recommendation:
Consider approval of new Joint Resolution-Ordinance to reestablish Food Policy Council and update its bylaws

Lawrence City Commission to consider on February 5, 2019



DOUGLAS COUNTY ADMINISTRATOR

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

G. Craig Weinaug
County Administrator

MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: Fairgrounds Policy, Procedures and Fee Schedule Update

DATE: January 30, 2019

Attached for your consideration and approval are revisions to the Douglas County Fairground Policies and Procedures, and proposed 2019 facility rental fee schedule. The last update to the policies and procedures and fee schedule occurred in October of 2016 in anticipation of the completed Fairgrounds facility updates and expansion. Since that time the facilities have experienced frequent use for various private and public events and are managed on a day to day basis by a full-time Fairgrounds Manager, with support from Maintenance staff.

Fee Schedule Categories

The most significant change to the proposed revisions to the policies and procedures, and fee schedule, is replacement of the "501c3" usage and fee category, with a "Non-Profit" category. According to the previous policy, the "501c3" category was described as follows:

- **501c3** - An event which is sponsored by a 501c3 community or service organization that meets the following criteria:
 - No goods, services and/or products are sold (excluding food/beverage)
 - No admission fee, charge, or donation is assessed or collected.Examples include charitable fundraising events, animal adoption, and community workshops or training. Requests to waive rental fees will only be considered for non-profit community or service organization and are determined at the discretion of the County Administrator their designee on a case by case basis.

The revised policy replaces the "501c3" category with the new "Non-Profit" category which states the following (page 1):

- **Non-Profit** – Free use is available to any non-profit groups who are using a facility for civic purposes such as education meetings, organization or service meetings, seminars, training and fundraising. The organization must be registered with the State of Kansas as a non-profit 501c3 community or similar qualifying non-profit entity. Examples include charitable fundraising events, animal adoption, and community workshops or training. These events are subject to Tier 1 & 2 deposits and miscellaneous fees as deemed appropriate.

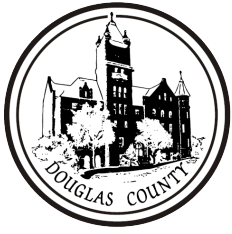
2019 Fee Schedule

The changes reflected in the revised policies and procedures, as well as the proposed 2019 fee schedule are informed by the experiences and various events that have occurred over the last 18 months. Further, the proposed changes are consistent with the directive provided by the Board of County Commissioners as part of the FY 2019 budget process to increase facility rental rates for Standard and Commercial categories.

The proposed fee schedule will affect all new 2019 reservations and will not apply to any existing reservations for 2019. The following changes are reflected in the proposed changes to the 2019 Fee Schedule:

- Removal of damage deposit for regular facility rentals that are not considered “Major Events” (page 3) in the Tier 1 and Tier 2 categories.
- Increase Alcohol Permit from \$25.00 to \$50.00.

The following motion is recommended to approve these items: ***“Approve revisions to the Fairgrounds Policies and Procedures and Fee Schedule, effective February 1, 2019.*”**



DOUGLAS COUNTY MAINTENANCE

Judicial & Law Enforcement Center
111 E 11th Street, Unit 2
Lawrence, KS 66044-2981
(785) 832-5296 Fax (785) 832-5262
www.douglascountyks.org

Douglas County Fairgrounds Policies and Procedures *Effective February 1, 2019*

Quick Basics

- Fairgrounds Fees can be viewed at: douglascountyks.org/depts/maintenance/fairgrounds-fees
- Event host is responsible for the actions of their employees, guests, and attendees.
- Reservations can only be made by an adult 18 and older with identification and in their own name.
- Events on Fridays & Saturdays must end by midnight; events on all other days must end by 10pm.
- Vehicles left on premises after 12:00 pm the day following the event may be towed at the vehicle owner's expense.
- Douglas County shall not be responsible for fire, theft, damage to or loss of vehicles or articles left therein or parked on County property.
- The County reserves the right at any time to make changes to these rules and regulations.

Fee Schedule Categories

There are five categories of usage and associated rental deposits/fees at the Douglas County Fairgrounds, including:

- **Youth** – Free use is available for events which are produced, managed and attended in full by non-profit 501c3 or similar organizations operating in Douglas County and serving youth (17 years of age and younger) who reside in Douglas County. Examples include Lawrence USD 497, Douglas County 4-H, Boys and Girls Clubs, Douglas County Scout events, etc. These events are subject to Tier 1 & 2 deposits and miscellaneous fees as deemed appropriate.
- **Non-Profit** – Free use is available to any non-profit groups who are using a facility for civic purposes such as education meetings, organization or service meetings, seminars, training and fundraising. The organization must be registered with the State of Kansas as a non-profit 501c3 community or similar qualifying non-profit entity. Examples include charitable fundraising events, animal adoption, and community workshops or training. These events are subject to Tier 1 & 2 deposits and miscellaneous fees as deemed appropriate.
- **Standard** – An event which is not open to the general public, is not sponsored by community or service organizations, and meets the following criteria:
 - No goods, services and/or products are sold (excluding food/beverage)
 - No admission fee, charge, or donation is assessed or collected.Examples include wedding receptions, anniversary parties, company functions, birthday parties, etc.
- **Commercial** – An event which is open to the general public but is not sponsored by community or service organizations. This also includes any event at which goods, services and/or products are sold (excluding food/beverage) or an admission fee, charge, or donation is assessed or collected. Examples include craft shows, consignment sales, clinics, seminars, meetings, sporting and recreational events, etc.

- **Douglas County Government Agencies and Departments** – Douglas County agencies and departments conducting official business of Douglas County have priority reservation status with no associated expenses. The following conditions apply to free use of the Fairgrounds:
 - All uses must be for official business of Douglas County Government.
 - Free, internal County use is available (based on availability) Monday – Wednesday (8:00 am – 4 pm) and Thursday (8 am – 12pm).
 - Free, internal use outside of these days/times is available, however; priority exceptions will be made for non-County uses with advance reservations of facilities that may require rescheduling or facility changes for County events and reservations, with the exception of any official business conducted by County departments.
 - All facility use requires a Reservation Agreement, signed by Fairgrounds Management, and is subject to these Regulations and any other reservation and use requirements. This includes, but is not limited to, cleanup, damage, insurance, permits and restrictions. Standard charges apply for extended hours, equipment, supplies, extra cleaning, etc. even if rental fees have been waived.

*****If fees are waived for any event, please note that Fairgrounds Management has the authority to move a function to a different location on the Fairgrounds up to 10 days prior to the event. *****

Scheduling Your Event

- Several items are necessary to schedule and prepare for your event:
 - Facility Rental Booking – basic information, location, dates, rental fee and any required deposits.
 - Rental Agreement (s) – overall contract for the Facility rental, which may include one of the following:
 - Event Camping with Electrical Hookups Permit - For events with overnight camping. Agreement is required to obtain a permit. All permits are issued by Fairgrounds Management and payment should be made directly to Douglas County, not to the event holder.
 - Culinary Commons Agreement- For exclusive use of the Culinary Commons.
 - Insurance Information – if required, a copy of the Certificate of Insurance with the mandatory coverages, limits, and additional insureds must be provided to Fairgrounds Management.
- A signed Rental Agreement must be delivered to the Fairgrounds Office no later than 30 days prior to the event. If required, all deposits and fees must be paid no later than 30 days prior to the event. Failure to deliver these items to the Fairgrounds Office within the 30-day period will result in forfeiture of all rental rights and fees, including access to the Fairgrounds. If you lose your Rental Agreement and need a new copy, you will be charged the actual costs for providing a new copy.
- All facility reservations and deposits made via credit card will be assessed a non-refundable 2.35% convenience fee.
- Notice of cancellation is required within 72 hours of reservation in order to receive full refund. Failure to comply with this contractual obligation will result in forfeiture of any and all rental fees paid to date for the associated reservation.
- Changes to the Rental Agreement must be agreed upon at least 30 days prior to event and are at the discretion of Fairgrounds Management.
- No reservation will be accepted more than twelve (12) months in advance of the event or activity. Any individual may reserve a facility up to twelve (12) months in advance for purposes of regular/monthly meetings or activities and must be renewed on an annual basis.
- [Tier 1](#) and [Tier 2](#) event deposit holders with enough balance in their deposit account may reserve facilities up to two (2) years in advance following consultation and confirmation with Fairgrounds Management.
- Renter is responsible for all set up, including tables, chairs and any other special requirements related to their events.

- WI-FI: If needed, please request it before your event's start date.

Major Event Liability Insurance and Damage Deposits

- Major Event Liability Insurance is generally not required for meetings, small social gatherings and/or family celebrations that do not require special equipment and/or activities.
- For purposes of collecting the damage deposit related to major event reservations, Fairgrounds Management will determine whether the event falls within the following categories in order to assess the appropriate amount:
 - **Tier 1** - Low-impact events involving small animals and/or activities that do not require any special equipment or high-risk activities. Examples include car shows, bird/reptile/canine/feline shows or competitions, and some barn/farm animal shows or sales including swine, goats, sheep, etc. Generally, events in this category will not require liability insurance.
 - **Tier 2** – High-impact events involving large animals, large audiences/attendees, special equipment, usage of a substantial portion of the Fairgrounds, some events where alcohol is made available, and high-risk activities. Examples include barn/farm animal events including llama, horse and cattle shows, demolition derbies, carnivals, and swap meets. Generally, events in this category will require liability insurance.
 - If required, the renter shall obtain and maintain, for the duration of the Rental Agreement, satisfactory general liability insurance with limits of not less than \$1,000,000.00 for bodily injury and \$500,000 for property damage and/or satisfactory liquor liability coverage with a limit of not less than \$1,000,000. The cost of insurance shall be borne solely by the renter.
- Liquor Liability Insurance and/or Major Event Liability Insurance including liquor liability coverage may also be required at the discretion of Fairgrounds Management.
- If required, the renter shall obtain and maintain, for the duration of the Rental Agreement, satisfactory general liability insurance with limits of not less than \$1,000,000.00 for bodily injury and \$500,000 for property damage and/or satisfactory liquor liability coverage with a limit of not less than \$1,000,000. The cost of insurance shall be borne solely by the renter.
- If insurance is required for your event, you must provide a Certificate of Insurance which confirms the coverages and limits and which names Douglas County, Kansas and the Douglas County Board of County Commissioners, 1100 Massachusetts Street, Lawrence, KS 66044 as additional insureds. Proof of insurance must be presented to the County Fairgrounds Reservation Office no less than thirty days before the event.
- If needed, renters may request information regarding such insurance by contacting the Fairgrounds office at 785-832-5296.

Security

- The Douglas County Sheriff, County Administrator, or Fairgrounds Management reserves the right to require security at any and all events. If security is required, renters will be given additional information.
- In the event of an emergency situation, the Douglas County Sheriff has the authority to cancel, move, or terminate any function in any of the buildings at the Douglas County Fairgrounds, for whatever the Sheriff determines is necessary to carry on the functions of the Douglas County Jail, or public safety issues. It is the Sheriff's prerogative to do without any notification to the Department of Buildings and Grounds or the groups that may be occupying the buildings.
- All buildings at the Douglas County Fairgrounds are subject to entry and inspection by members of the Douglas County Sheriff's Office, other law enforcement agencies, or Fairgrounds Management at any time and without advance notice or warning, and users must fully comply with and accommodate their requests for entrance and inspection.
- Private security may be retained by Event Holders for their event or after hours with advanced

approval by Fairgrounds Management. Fairgrounds Management reserves the right to deny any person(s) or company to be hired for security and requests for security review must be requested at least 30 days prior to the event. If approved, private security is limited to the Fairgrounds parking areas included in the approved reservation. At no time will private security be granted access to any of the interior buildings in the approved reservation.

End of the Event

- End of Event - 12:00 am (Midnight)
 - Music/loud noise for inside events stops no later than - 11:45 pm
 - Music/loud noise for outside events must stop no later than - 10:30 pm
 - If your event is permitted to have alcohol, alcohol must stop being served at - 11:30 pm
- Sunday-Thursday Events End of Event - 10:00 pm
 - Music/loud noise for inside events stops no later than - 9:45pm
 - Music/loud noise for outside events must stop no later than - 8:30 pm
 - If your event is permitted to have alcohol, alcohol must stop being served at - 9:30 pm
- Time out must not exceed 10:00 P.M. Sunday – Thursday and 12:00 A.M. on Fridays and Saturdays. **Any overage of time beyond the check-out time will be billed at an hourly rate of the building/area rented, with a one hour minimum, plus \$45.**
- While your event may end at midnight or at 10:00 pm (depending on the above information), you should set aside enough time for cleanup. Cleanup must be complete by the close of your event.
- **Renter is responsible for removing all personal items including “garbage”, any and all animal waste, and general cleaning and picking up of the facility. Please refer to attached *Event Guidelines and Procedures* document for additional details.**
- **If additional time is needed to clean the facility (tables/chairs, floors, etc.), by Fairgrounds staff, the renter will be charged \$45 per hour/per staff for the extra needed cleaning.**
- Renter is responsible for the actual repair and/or replacement costs for any damage to Fairground property.
- If there is an amount due to the County, over and above the normal costs already paid (including damages), following the event, it is due immediately upon receipt of the invoice. Interest of 1% will be charged monthly on any unpaid balance after 30 days.

Other Considerations

- The following activities are prohibited and reservations that include any and all of these activities will not be eligible to reserve facilities at the Douglas County Fairgrounds:
 - Firearms and weapons shows and/or sales;
 - Exotic animals, including circus events;
 - Large indoor or outdoor musical events with sound amplification
- The violation of these prohibitions will result in a fine and, in addition, Douglas County may refuse to allow future use of the facilities by the violator.**
- Posting Signs for Event: If you want to post signs advertising your event, be aware that the City of Lawrence makes it illegal to post placards, advertisements, pamphlets posters, and other such signs on trees, street light poles, trash containers, and public right of way. Any signs that are posted in these areas will be removed without notice and you may be subject to a fine. For more information, call the Building Inspection Department at (785) 832-3100.
 - Horses: Do not ride or walk horses in the following areas: (1) Behind the Extension Office, (2) On the sidewalk or around the bus stop on Harper Street,
 - Vending Machines: Do not unplug, cover, or place an ‘Out of Order’ sign on Fairgrounds drink vending machines.

Kansas Tort Claims Act

No provision of this Guide for Fairgrounds Rental Use will be given effect that attempts to: (1) expand liability beyond what is imposed under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*); and/or (2) waive or otherwise limit any immunity provisions available under the Kansas Tort Claims Act.

IF YOUR EVENT WILL NOT HAVE ALCOHOL, SKIP THIS PAGE

Alcohol

- If you would like to have alcoholic liquor, wine, beer, or cereal malt beverages available for consumption at your event, you must get an event permit from the County Administrator or Fairgrounds Management and comply with your permit and any rules governing alcohol at the Fairgrounds. Applicant must be the event holder and at least 21 years of age with a valid driver's license. If you are issued an event permit, this authorization is solely for serving, consuming, possessing, and/or carrying alcohol and does not allow for the sale of alcohol.
 - Once you have an event permit, alcoholic liquor (ex: rum, whiskey), wine, beer, and cereal malt beverages (ex: 3.2% beer) shall only be served, consumed, possessed, or carried upon those areas of the Fairgrounds premises as designated in the event permit.
 - Unless otherwise stated in an event permit, alcoholic liquor, wine, beer, and cereal malt beverages may only be served, consumed, possessed, or carried upon the designated areas of the Fairgrounds between the hours of 11:00 a.m. and 11:30 p.m. on Fridays and Saturdays and 11:00 a.m. and 9:30 p.m. on Sundays through Thursdays. All alcoholic liquor, wine, beer, and cereal malt beverages must be removed from public view and not available for consumption during all other times.
 - Anyone serving, consuming, possessing, or carrying alcoholic liquor, wine, beer, or cereal malt beverage on the Fairgrounds premises must comply with all applicable state and local laws.
 - Understand that only those individuals and entities identified in the event permit are authorized to serve or provide alcoholic liquor, wine, beer, or cereal malt beverages at the Fairgrounds premises. Violation of this policy will result in forfeiture of rental fee, damage deposit and immediate closure of the event.
- Prohibitions:
 - Alcoholic liquor, wine, beer, and cereal malt beverages are PROHIBITED on the Fairgrounds premises during events given or hosted for persons under 21 years of age. Misrepresenting the nature of the event could result in closing the event and forfeiture of all fees.
 - Alcoholic liquor, wine, beer, and cereal malt beverages are PROHIBITED on the Fairgrounds premises during the Douglas County Fair or any 4-H event.
 - The County Administrator reserves the right to prohibit alcoholic liquor, wine, beer, and cereal malt beverages for other events at the Fairgrounds premises.
- The County Administrator or their Fairgrounds Management reserves the right to deny an event permit application involving alcohol based on the applicant's prior history of failing to comply with a permit, any rules governing alcohol at the Fairgrounds, and/or any applicable state or local laws.

2019 DOUGLAS COUNTY FAIRGROUNDS FEE SCHEDULE

PROPOSED

Fee Type	Daily Rate (business hours)	2018	Description	6 Hour Block	2018	Per Hour	2018
<u>Entire Fairgrounds</u>	\$ 1,275.00	\$ 1,250.00	Does not include miscellaneous extra charges				
<u>Building #21</u>	\$ 306.00	\$ 300.00		\$225.00	\$170.00	\$ 90.00	\$ 90.00
Building #21 Kitchen	\$ 25.00	\$ 25.00	With event only				
Building #21 North (300 capacity)	\$ 240.00	\$ 160.00		\$120.00	\$90.00	\$ 45.00	\$ 45.00
Building #21 South (235 capacity)	\$ 200.00	\$ 140.00		\$105.00	\$90.00	\$ 45.00	\$ 45.00
Cooking Only in Building #21 Kitchen	\$ 50.00	\$ 50.00		\$25.00	\$25.00	\$ 25.00	\$ 25.00
<u>Meeting Hall</u>	\$ 673.00	\$ 660.00		\$ 400.00	\$ 400.00	\$ 80.00	\$ 80.00
Meeting Hall East (130 capacity)	\$ 343.00	\$ 336.00		\$ 200.00	\$ 200.00	\$ 40.00	\$ 40.00
Meeting Hall West (130 capacity)	\$ 336.00	\$ 329.00		\$ 200.00	\$ 200.00	\$ 40.00	\$ 40.00
Meeting Hall Kitchenette	\$ 15.00	\$ 15.00	With event only				
<u>Community Indoor Arena</u>	\$ 520.00	\$ 500.00		\$255.00	\$250.00	\$ 85.00	\$ 70.00
Comm. Bldg. Concession Stand	\$ 60.00	\$ 60.00	With event only				
Comm. Bldg. Meeting Room	\$ 35.00	\$ 35.00	Upon request				
<u>Open Pavilion</u>	\$ 660.00	\$ 650.00	Includes judging arena and livestock pens	\$ 332.00	\$ 325.00	\$110.00	\$110.00

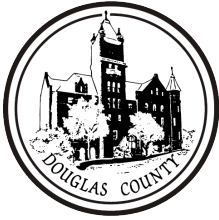
Fee Type	Daily Rate (business hours)	2018	Description	6 Hour Block	2018
<u>Outdoor Areas</u>					
Outdoor Event Arena	\$ 255.00	\$ 250.00		\$ 128.00	\$ 125.00
Outdoor Event Arena & Lights	\$ 306.00	\$ 300.00		\$ 179.00	\$ 175.00
Grassy Areas (includes parking)	\$ 306.00	\$ 300.00	With event only	\$ 153.00	\$ 150.00
Shelters	\$ 15.00	\$ 15.00			
<u>Deposits</u>					
Major Event Deposit (Tier 1) *Please see Fairgrounds Policies for definition of major event	\$ 520.00	\$ 500.00	Per building, building side or kitchen; eligible for refund		
Major Event Deposit (Tier 2) *Please see Fairgrounds Policies for definition of major event	\$ 2,341.00	\$ 2,250.00	Per building, building side or kitchen; eligible for refund		

Fee Type	Daily Rate (business hours)	2018	Description
<u>Hourly Labor Charges</u>		\$25/\$45	
Set-up/Tear-down	\$ 1.00	p/hour	Per person
Cleaning	\$ 45.00	\$ 45.00	Hourly
Tractor Hire (regular time)	\$ 25.00	\$ 45.00	Hourly
Tractor Hire (unscheduled time)	\$ 45.00	\$ 45.00	Hourly
<u>Miscellaneous</u>			
Alcohol Permit	\$ 50.00	\$ 25.00	With event only
Holdover charge	TBD	TBD	Hourly rate of rental with 1 hour minimum + \$45
RV Electrical	\$ 15.00	\$ 10.00	With event only, permit required
Open Ride	\$ 15.00	\$ 15.00	Per adult
Livestock Pens	\$100.00	n/a	Per 20 pens
Livestock Shavings	TBD	n/a	Market price

2019 DOUGLAS COUNTY FAIRGROUNDS FEE SCHEDULE

PROPOSED

Fee Type	Daily Rate (business hours)	Old	2%	Description	6 Hour Block	Old	2%	Per Hour
Does not include miscellaneous extra charges								
Entire Fairgrounds	\$ 1,500.00	\$ 1,250.00	\$ 1,275.00					
Building #21	\$ 440.00	\$ 300.00	\$ 306.00		\$225.00	\$170.00	\$173.40	\$ 75.00
Building #21 Kitchen	\$ 25.00		\$ -	With event only				
Building #21 North (300 capacity)	\$ 240.00	\$ 160.00	\$ 163.20		\$120.00	\$90.00	\$91.80	\$ 40.00
Building #21 South (235 capacity)	\$ 200.00	\$ 140.00	\$ 142.80		\$105.00	\$90.00	\$91.80	\$ 35.00
Cooking Only in Building #21 Kitchen	\$ 50.00		\$ -		\$25.00			
Meeting Hall	\$ 660.00		\$ -		\$ 400.00			\$ 80.00
Meeting Hall East (130 capacity)	\$ 330.00		\$ -		\$ 200.00			\$ 40.00
Meeting Hall West (130 capacity)	\$ 330.00		\$ -		\$ 200.00			\$ 40.00
Meeting Hall Kitchenette	\$ 15.00		\$ -	With event only				
Community Indoor Arena	\$ 520.00	\$ 500.00	\$ 510.00		\$255.00	\$250.00	\$255.00	\$ 85.00
Comm. Bldg. Concession Stand	\$ 60.00		\$ -	With event only				
Comm. Bldg. Meeting Room	\$ 35.00		\$ -	Upon request				
Open Pavilion	\$ 660.00	\$ 650.00	\$ 663.00	Includes judging arena and livestock pens	\$ 330.00	\$ 325.00	\$331.50	\$110.00
Fee Type	Daily Rate (business hours)			Description	6 Hour Block			
Outdoor Areas								
Outdoor Event Arena	\$ 250.00		\$ 255.00		\$ 125.00	\$ 127.50		
Outdoor Event Arena & Lights	\$ 300.00		\$ 306.00		\$ 175.00	\$ 178.50		
Grassy Areas (includes parking)	\$ 300.00		\$ 306.00	With event only	\$ 150.00	\$ 153.00		
Shelters	\$ 15.00		\$ 15.30					
Deposits								
Major Event Deposit (Tier 1)								
*Please see Fairgrounds Policies for definition of major event	\$ 500.00		\$ 510.00	Per building, building side or kitchen; eligible for refund				
Major Event Deposit (Tier 2)								
*Please see Fairgrounds Policies for definition of major event	\$ 2,250.00		\$ 2,295.00	Per building, building side or kitchen; eligible for refund				
Fee Type	Daily Rate (business hours)			Description				
Hourly Labor Charges								
Set-up/Tear-down	\$ 1.00			Per person				
Cleaning	\$ 45.00			Hourly				
Tractor Hire (regular time)	\$ 25.00			Hourly				
Tractor Hire (unscheduled time)	\$ 45.00			Hourly				
Miscellaneous								
Alcohol Permit	\$ 50.00			With event only				
Holdover charge	TBD			Hourly rate of rental with 1 hour minimum + \$45				
RV Electrical	\$ 15.00			With event only, permit required				
Open Ride	\$ 15.00			Per adult				
Livestock Pens	\$100.00			Per 20 pens				
Livestock Shavings	TBD			Market price				



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: Bob Tryanski, Director of Behavioral Health Projects

SUBJECT: Implementing myStrength in Douglas County

DATE: January 24, 2019

Attached for your consideration and approval is a professional services agreement, memo of understanding, and support materials to provide the myStrength app for all Douglas County residents beginning in 2019.

In 2018, the Douglas County Behavioral Health Leadership Coalition (BHLC) identified offering “myStrength” to all Douglas County residents as a strategy to empower individuals to address depression, anxiety, stress, substance use, chronic pain and sleep challenges, in a self-directed way, while also supporting the physical and spiritual aspects of whole person health. “myStrength” is based in clinical models like cognitive behavioral therapy, acceptance and commitment therapy, positive psychology, mindfulness, and motivational interviewing - proven interventions that have helped millions improve and sustain health and well-being.

In November of 2018, the Lawrence Douglas County Health Department (LDCHD) was awarded a mini grant from the Kansas Department of Health and Environment (KDHE) to partner with Douglas County and the Behavioral Health Leadership Coalition to support the launch and implementation of myStrength in year one. The \$20,000 grant provides funds to offset subscription fees, implementation costs, and a marketing campaign to ensure community engagement and buy in. The project budget is \$39,500. With the support of the KDHE grant, total cost to the county in 2019 will not exceed \$19,500. The timeline for implementation would have “myStrength” online in Douglas County by the end of the second quarter of 2019. The myStrength service agreement is a two-year contract. It is hoped that the BHLC partners would support on-going costs to maintain myStrength beginning in year three.

The following motion is recommended to approve this item:

“Consider approval to partner with the Lawrence Douglas County Health Department, KDHE, and the Behavioral Health Leadership Coalition to implement myStrength in 2019. Total cost to Douglas County not to exceed \$19,500.”

ENGAGEMENT PLAN





Please tell us about your organization and the population you serve.

What were the reasons your organization selected myStrength?

What are your goals for myStrength?

When would you like to launch myStrength?

What would a successful launch look like?



- Issue Senior Leadership Announcement
- ID ongoing myStrength operational lead

What is your current process to develop and distribute staff communications?

What are your best practices around internal communications for similar initiatives?

Who is the designated senior leader who would announce the myStrength initiative to staff?

Would you like a sample myStrength announcement message?

Who will be the operational/clinical lead who can affect change in the organization?



- Display myStrength promotional materials

Who is your marketing/communication lead?

What is your current process to communicate new resources to consumers?

What are the considerations related to displaying print materials in your locations?

How do you distribute print materials?



- Promote myStrength on organization website
- Perform system testing prior to launch

Who is your IT/IS lead?

What is your current process to integrate and test new technology tools?

What browser and version does your organization use?

What electronic medical record (EMR/EHR) does your organization use?

Does your organization block any video sharing platforms?

What technology tools does your staff currently use (e.g. desktop computer, laptop computer, thin client, tablet, smartphone, none)?



- Attend training
- Setup a myStrength account
- Make a myStrength referral
- Distribute ProviderConnect Newsletter to staff

Who is your training lead?

What is your process to train current and new staff on technology tools?

Does your organization use a learning management system?

Do you have dedicated trainers?

Do you want/need train-the-trainer support?

How many staff need to be trained?



- Offer myStrength as staff wellness support tool

Can you describe your current wellness offering?

Who is the lead or team that coordinates internal wellness activities?

Do you have a formal wellness incentive structure?



- Include myStrength in:
 - Intake
 - Treatment Plan review
 - Crisis planning

How does your organization execute client intake?

How does your organization complete treatment plan reviews?

How does your organization provide crisis planning and crisis response?

What is your internal document process? (EMR/EHR or otherwise)

MYSTRENGTH SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made as of February 1, 2019 (the “Effective Date”), by and between Douglas County, Kansas (“Service Partner”) with offices at 1100 Massachusetts Street, Lawrence, KS 66044 and myStrength, Inc., a Delaware corporation with a principal office at 1875 Lawrence Street, Suite 550, Denver, CO 80202 (“MyStrength”). (MyStrength and Service Partner sometimes are referred to herein individually as a “Party” or collectively as the “Parties.”)

WHEREAS, MyStrength provides the MyStrength Service, a web-based behavioral health and overall wellness solution consisting of software, content, and interactive services (as further defined below, the “MyStrength Service”)

WHEREAS, Service Partner, a community behavioral health care provider, desires to extend its customers access to the MyStrength Service as part of its overall service delivery to such customers and MyStrength has agreed to grant such a right to provide access and related implementation and support services to Service Partner in accordance with the terms and conditions of this Agreement.

For and in consideration of the premises and mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, agree as follows:

1. Definitions

1.1 “Authorized User” means an individual thirteen years old or over (i) who is a Member and (ii) with respect to whom, Service Partner has the right to provide access to the MyStrength Service.

1.2 “Authorized User Data” is defined in Section 8.

1.3 “Confidential Information” is defined in Section 9.1.

1.4 “Documentation” means the description of the MyStrength Service on the MyStrength Web Site and standard published materials made available by MyStrength to its customers that describe the MyStrength Service. Documentation does not include marketing materials.

1.5 “Initial Term” is defined in Section 5.1.

1.6 “Member” means (i) any person for whose benefit Service Partner has entered into an agreement to provide services.

1.7 “MyStrength Entities” is defined in Section 12.

1.8 “MyStrength Service” means MyStrength’s proprietary online behavioral health and overall wellness solution consisting of software, content, and interactive services provided by MyStrength, as such solution may be amended by MyStrength from time to time.

1.9 “MyStrength Web Site” means MyStrength’s web site located at the domain name address of www.myStrength.com.

1.10 “Privacy Policy” is defined in Section 3.2.

- 1.11 “Renewal Term” is defined in Section 5.1.
- 1.12 “Service Partner Entities” is defined in Section 11.1.
- 1.13 “Term” is defined in Section 5.1.
- 1.14 “Terms of Use” is defined in Section 2.2.

All capitalized terms used and not otherwise defined in this Section 1 shall have the respective meanings ascribed to such terms elsewhere in this Agreement.

2. Right to Provide Access

2.1 Grant of Right to Provide Access. Subject to the terms and conditions set forth herein, MyStrength grants Service Partner a non-exclusive, non-transferable right during the Term to (i) provide access to the MyStrength Service to Authorized Users, and (ii) to use the Documentation to support such authorized use of the MyStrength Service.

2.2 Terms of Use. As a condition to access to the MyStrength Service, each Authorized User shall be required to read and agree to the terms of use provided with the MyStrength Terms of Use (the “Terms of Use”). Center shall use commercially reasonable efforts to ensure all Authorized Users’ compliance with Terms of Use.

2.3 Restrictions on use. Service Partner agrees not to sublicense, sell, rent, lease, loan, provide service bureau or timeshare services, distribute or otherwise make the MyStrength Service available to third parties other than Authorized Users as expressly provided herein. Service Partner agrees further not to (i) copy; (ii) reverse engineer, decompile, disassemble, re-engineer or otherwise create or attempt to create or permit, allow, or assist others to create the source code of the MyStrength Service, or its structural framework; (iii) modify or create derivative works of the MyStrength Service; or (iv) to use the MyStrength Service in whole or in part for any purpose except as expressly provided under this Agreement.

2.4 Reservation of Rights. MyStrength shall at all times solely and exclusively own all right, title, and interest in and to the MyStrength Service, the Documentation, materials created or generated by MyStrength in performance of Services, all derivative works of the foregoing and all intellectual property rights in the foregoing. No implied licenses are granted herein. Service Partner’s right to provide access to the MyStrength Service and to use the Documentation is specified in this Agreement, and MyStrength retains all rights not expressly granted to Service Partner in this Agreement.

2.5 Records and Inspection Rights. During the Term, Service Partner shall keep and maintain complete and accurate books and records relating to its activities under this Agreement and any amounts payable to MyStrength in relation to this Agreement

3. Services

3.1 Training and Technical Support. MyStrength will provide ongoing training and support for current and new clinicians who are engaged in referring patients. Further MyStrength shall make available to Service Partner a Help Desk to provide support of technical inquiries related to the MyStrength Service (collectively with the Implementation Services, the “Services”). The Help Desk shall be available from 8 a.m. to 8 p.m. Eastern Standard Time, Monday through Friday and may be reached by email at customerservice@myStrength.com. Service Partner acknowledges and agrees that the Help Desk is made available solely to Service Partner in resolution of problems with the MyStrength Service.

3.2 Security. In its provision of the Services, MyStrength shall adhere to the security practices set forth in the MyStrength Privacy Policy, <https://www.mystrength.com/privacy-policy> (the “Privacy Policy”).

4. Fees; Payment Terms

4.1 Fees. Service Partner shall pay MyStrength the fees set forth in Exhibit A.

4.2 Payments. Except as otherwise provided herein, all payments are due within thirty (30) days of invoice date. Any amounts payable pursuant to this Agreement are to be net to MyStrength and shall not include taxes or other governmental charges or surcharges, if any. If any excise, use, property or other taxes, or any other governmental charges or surcharges (including, without limitation, interest, penalties and fines) are due or are assessed on or with respect to any amounts payable by Service Partner pursuant to this Agreement (other than MyStrength’s income taxes), they will be the sole responsibility of and payable by Service Partner.

5. Term and Termination.

5.1 Term. The initial term of this Agreement shall be for a two-year period commencing on the Effective Date (the “Initial Term”). After the Initial Term, the Agreement will automatically renew for successive two-year periods (each, a “Renewal Term”) unless either party notifies the other of its intent not to renew no later than thirty (30) days prior to expiration of the then-current Initial Term or Renewal Term (as applicable), in which case the Agreement shall expire upon expiration of the then-current Initial Term or Renewal Term, as applicable (the Initial Term and all Renewal Terms are collectively, the “Term”). Further, Agreement is subject to Service Partner paying myStrength fees set forth in Exhibit A.

5.2 Termination. This Agreement shall terminate upon the expiration of the Term. Notwithstanding anything to the contrary in this Agreement, either Party may terminate this Agreement if the other Party has failed to cure a material breach of its obligations hereunder within thirty (30) days of having been provided notice thereof. Upon the effective date of expiration or termination of this Agreement, (i) MyStrength immediately will cease providing Service Partner with Services; (ii) all issued passwords shall be deactivated; (iii) Service Partner shall return to MyStrength the Documentation and any other confidential technical information relating to the MyStrength Service in Service Partner’s possession, if any; and (iv) Service Partner immediately shall pay in full any and all monies that are owed by Service Partner under this Agreement up to the effective date of the Agreement’s termination or expiration. Sections [1, 2.5, 5, 9, 11, 12, 14 and 15] shall survive any termination of this Agreement, as well as any other obligations of the Parties that contemplate performance by a party following the termination of this Agreement.

6. Service Partner Obligations

6.1 Implementation Obligations. Service Partner agrees to perform the Service Partner obligations related to implementation and launch of the MyStrength Service for Authorized Users as described in the applicable Implementation Statement of Work.

6.2 Security. Service Partner shall comply with the security guidelines for customers set forth in the Privacy Policy for the MyStrength Web Site.

7. Ongoing Collaboration

7.1 Feedback. MyStrength welcomes Service Partner's feedback on the MyStrength Service. From time to time, as appropriate, MyStrength may incorporate such feedback by formulating code design and creating final software code to be incorporated into the MyStrength Service. MyStrength retains all right, title and interest in and to the MyStrength Service and any such changes to the MyStrength Service. For clarity, notwithstanding the fact that such feedback and functionality requests may serve as the basis of certain design elements of the MyStrength Service as described above, MyStrength agrees that Service Partner may continue to use without restriction on a non-exclusive basis the ideas or concepts underlying such feedback.

7.2 References. Service Partner shall agree to MyStrength's reasonable requests to serve as a reference for the MyStrength Service and to consider participating in mutually beneficial marketing and public relations activities. The Parties shall issue a mutually agreed joint press release upon execution of this Agreement.

8. Authorized User Data

8.1 Authorized Users Data. As between MyStrength and Service Partner, MyStrength shall retain all right, title and ownership into the data and information input into the MyStrength Service by any Authorized User ("Authorized User Data"). Authorized User Data shall be collected, stored, and used by MyStrength in accordance with the Privacy Policy.

9. Mutual Confidentiality

9.1 Parties' Obligations. Each of the Parties agrees (i) to maintain any information, whether written or otherwise, related to the business and/or technology of the other Party that it receives under this Agreement (collectively, "Confidential Information") in strict confidence at all times; and (ii) not to disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of the rendering or utilizing of the MyStrength Service and/or the Services, and never contrary to any terms in this Agreement.

9.2 Exclusions. The aforesaid provisions of this paragraph shall not apply to any Confidential Information which the receiving Party can demonstrate: (i) is or becomes known to the public through no breach of this Agreement; (ii) was previously known by the receiving Party without any obligation to hold it in confidence; (iii) is received from a third party free to disclose such information without restriction; (iv) is independently developed by the receiving Party without the use of Confidential Information of the disclosing Party; or (v) is approved for release by written authorization of the receiving Party, but only to the extent of such authorization.

9.3 Need to Know. Each Party shall restrict access to the Confidential Information of the other Party and, as applicable, of the Authorized Users, to those employees or agents who require access in order to perform or receive the Services and who are required by the receiving Party to maintain the confidentiality of the Confidential Information and not to use it in any way except to perform services for the benefit of a Party; and, except as otherwise provided, neither Party shall make Confidential Information available to any other person or entity without the prior written consent of the other Party or, as applicable, an Authorized User.

9.4 Limited Right to Disclose. The receiving Party may disclose Confidential Information that is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure, or in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order, and only if the receiving Party first notifies the disclosing Party of the order and permits the disclosing Party to seek an appropriate protective order.

9.5 Outsourcing. Service Partner understands and agrees that MyStrength may transfer Confidential Information of Service Partner and Authorized Users to a third party subcontractor for the purposes of providing the communications, hosting, infrastructure and/or related support and other operations necessary to deliver all or certain portions of the MyStrength Service and/or the Services. The use of a third party subcontractor shall not relieve MyStrength from any obligation or liability under this Agreement.

10. **Limited Warranty**

10.1 MyStrength Service Warranty. MyStrength warrants that during the Term, the MyStrength Service, in the form made available to Service Partner by MyStrength and when properly used for the purpose and in the manner specifically authorized by this Agreement, will perform materially in accordance with the Documentation.

10.2 Exclusive Remedy. MyStrength shall use commercially reasonable efforts to remedy warranty issues reported by Service Partner to MyStrength in writing in sufficient detail for MyStrength to address the issue. If MyStrength fails to remedy any material non-conformity within ninety (90) days of Service Partner providing written notice to MyStrength of the non-conformity, as Service Partner's sole and exclusive remedy for such failure, Service Partner may terminate the Agreement by written notice to MyStrength with no further liability hereunder. THE FOREGOING REMEDY IS EXCLUSIVE, IS SUBJECT TO THE LIMITATIONS SET FORTH HEREIN AND SHALL BE SERVICE PARTNER'S SOLE REMEDY WITH RESPECT TO ANY CLAIM OF BREACH OF WARRANTY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

10.3 Disclaimer of Warranties. EXCEPT AS PROVIDED IN SECTION 10.1, MYSTRENGTH HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES OF ANY KIND WHATSOEVER RELATING TO THE MYSTRENGTH SERVICE AND THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE IMMEDIATELY PRECEDING SENTENCE, MYSTRENGTH DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT IN RESPECT OF THE MYSTRENGTH SERVICE AND THE SERVICES. EXCEPT AS PROVIDED IN SECTIONS 10.1, MYSTRENGTH IS PROVIDING THE MYSTRENGTH SERVICE AND THE SERVICES TO SERVICE PARTNER AND AUTHORIZED USERS "AS IS", WITH NO OTHER WARRANTIES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF THE TRADE. FURTHER, MYSTRENGTH DOES NOT WARRANT THAT THE MYSTRENGTH SERVICE OR THE SERVICES WILL BE ERROR-FREE OR BE PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION. THE FOREGOING DISCLAIMER ALSO APPLIES TO MYSTRENGTH'S SUBCONTRACTORS AND ANY OTHER THIRD PARTY SUPPLIERS OF PRODUCTS AND SERVICES.

10.4 Exclusions. The warranty in Section 10.1 shall not apply to the MyStrength Service to the extent that the MyStrength Service has been modified by any party other than MyStrength, unless such modification was at the direction of MyStrength. MyStrength shall have no obligation to Service

Partner under the warranty, or otherwise, if the failure of the MyStrength Service to meet the warranty or conform materially to the description in the Documentation can be attributable to causes that are not the responsibility of MyStrength.

10.5 Warranty to Service Partner Only. The warranty stated in Section 10.1 is made only to Service Partner and MyStrength shall have no liability to any third party with respect to the MyStrength Service as a result of the warranty contained herein.

10.6 Service Partner Warranties. Service Partner represents and warrants that Service Partner (a) has the full right and authority to enter into this Agreement; (b) will support Authorized Users in a timely and professional manner; and (c) will not make any representations regarding the MyStrength Service beyond the representations made by MyStrength in this Agreement.

11. **Infringement Indemnification**

11.1 Indemnity Obligation. Except as otherwise provided herein, MyStrength shall indemnify, defend and hold harmless Service Partner, its directors, officers and employees (collectively “Service Partner Entities”) harmless from and against any and all third party claims brought against the Service Partner Entities alleging that the MyStrength Service, when used within the scope of and in accordance with this Agreement and the Documentation, infringes a United States patent or copyright and will pay reasonable attorney fees and costs for such defense and damages as finally awarded under such claims or agreed upon in settlement of such claims, provided that Service Partner notifies MyStrength promptly (but in any event within thirty (30) days of becoming aware) in writing of the claims and Service Partner provides MyStrength with all reasonably necessary assistance, information and authority to perform the above (at MyStrength’s expense). MyStrength shall have sole control of the defense with respect to any such claim (including settlement of such claim) provided, however, that Service Partner shall have the option, at its sole discretion and sole expense, to participate in the defense of any such claim using attorneys selected by it. If any portion of the MyStrength Service in the opinion of MyStrength, is likely to or does become the subject of a claim of infringement, MyStrength shall have the right at its sole option and expense to: (i) modify the MyStrength Service to be non-infringing; (ii) obtain for Service Partner a license to continue using the MyStrength Service at no additional charge to Service Partner; or (iii) if neither (i) nor (ii) are reasonably practicable, terminate the Agreement and refund to Service Partner the pro rata portion of License Fee paid to MyStrength for such portion of the MyStrength Service thereof that cannot be utilized due to such infringement.

11.2 Exclusions. MyStrength shall have no obligation to indemnify Service Partner under Section 11.1 with respect to any claim based upon (i) any component provided by Service Partner or any third party; (ii) any modification of the MyStrength Service by a party other than MyStrength, unless such modification was at the direction of MyStrength or otherwise approved by MyStrength as evidenced in writing; (iii) the combination, operation or use of the MyStrength Service with a software program(s) or data not part of MyStrength Service if the claim would have been avoided had such combination, operation or use not occurred; or (iv) the use of other than the latest release of the MyStrength Service, if such claim could have been avoided by use of the latest release.

11.3 Above Remedies Exclusive. Service Partner agrees that the remedies set forth in Section 11.1 and 11.2 constitute Service Partner’s sole and exclusive remedies and MyStrength’s sole obligations in the event of claims of intellectual property infringement by third parties regarding the MyStrength Service.

12. **End User Claims.** Service Partner shall indemnify, defend and hold MyStrength, its directors, officers, employees, and affiliates (collectively, “MyStrength Entities”) harmless from and against any and all third party claims brought against the MyStrength Entities that arise out of Service Partner’s or

Authorized Users' use of the MyStrength Service and/or the Services, as applicable, except to the extent such a claim results from a breach by MyStrength of its obligations under the Agreement or to the extent MyStrength has an obligation of indemnification with respect to such a claim under Section 11 of this Agreement. Service Partner will pay reasonable attorney fees and costs for such defense and damages as finally awarded under such claims or agreed upon in settlement of such claims, provided that MyStrength notifies Service Partner promptly (but in any event within thirty (30) days of becoming aware) in writing of the claims and MyStrength provides Service Partner with all reasonably necessary assistance, information and authority to perform the above (at Service Partner's expense). Service Partner shall have sole control of the defense with respect to any such claim (including settlement of such claim), provided, however, that MyStrength shall have the option, at its sole discretion and sole expense to participate in the defense of any such claim using attorneys selected by it.

13. Limitation of Liability

13.1 Liability Limitation. IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR LOSS OR DAMAGE OF LOST PROFITS OR REVENUES OR SIMILAR ECONOMIC LOSS OR FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, COST OF SUBSTITUTE GOODS OR SERVICES, INDIRECT OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR THE SERVICES OR FOR ANY CLAIM MADE BY AN AUTHORIZED USER OR OTHER THIRD PARTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH CLAIM. ADDITIONALLY, NEITHER MYSTRENGTH'S NOR ITS SUPPLIERS' OR LICENSORS' AGGREGATE LIABILITY TO SERVICE PARTNER OR ANY OF ITS AFFILIATES AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AUTHORIZED USERS LIABILITY FOR ANY CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE ARISING FROM THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN REGARDLESS OF THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND BREACH OF WARRANTY) SHALL EXCEED THE AGRREGATE ACCESS FEES RECEIVED BY MYSTRENGTH FROM SERVICE PARTNER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM.

14. Miscellaneous

14.1 No Waiver. The failure on the part of either Party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy. No waiver of any default, condition or breach of this Agreement shall be deemed to imply or constitute a waiver of any other default, condition or breach of this Agreement, whether of a similar nature or otherwise.

14.2 Governing Law; Venue. This Agreement is governed by the laws of the State of Kansas, excluding its conflict of laws provisions.

14.3 Notices. Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given if (i) delivered personally, (ii) mailed by certified or registered mail return receipt requested, postage prepaid, or (iii) sent by overnight guaranteed delivery service, and addressed to the Party's proper address as set forth in the beginning of this Agreement or to such other address or addressee as either Party may from time to time designate to the other by written notice. Any such notice or other communication shall be deemed to be given as of the date it is delivered to the recipient. Email notices shall not be effective.

14.4 Severability. If any one or more of the provisions of this Agreement are invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

14.5 Force Majeure. If a Party is unable to perform an obligation under this Agreement due to, including without limitation, a natural disaster, actions or decrees of governmental bodies, telecommunications carriers and other suppliers, terrorist activities or other events beyond that Party's reasonable control (a "Force Majeure Event"), such Party shall be excused from performance of the affected obligation for so long and solely to the extent that the Force Majeure Event prevents performance. The Party so affected shall give notice to the other Party and shall take all measures reasonably possible to resume performance.

14.6 Assignment. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. However, neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably delayed, conditioned or withheld; except that either Party may assign this Agreement without the consent of the other to an affiliate or in conjunction with a corporate reorganization, merger or sale of substantially all of its assets.

14.7 Independent Contractor. Each Party hereto shall remain an independent contractor and nothing herein shall be deemed to constitute the Parties as partners, agents or joint ventures. Further, neither Party shall have the authority to act, or attempt to act, or represent itself, directly or by implication, as an agent of the other or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the other, nor shall either be deemed the agent or employee of the other.

14.8 Equitable Remedies. Each Party acknowledges that a breach of its obligations under Sections 2.1 - 2.5 and 9 of this Agreement could cause irreparable harm to the other Party and that monetary damages may be difficult to ascertain. Therefore, without prejudice to the rights and remedies otherwise available to it, each Party shall be entitled to seek relief by way of injunction or specific performance.

14.9 Suspension. Upon a Party's reasonable belief that tortious or criminal or otherwise improper activity may be associated with use of the MyStrength Service by a Party or an Authorized User, such Party may, without incurring any liability, temporarily suspend or discontinue the Hosting Services in whole or in part pending investigation and resolution of the issue or issues involved.

14.10 Entire Agreement; Amendment. This Agreement, including all Exhibits and the Statement of Work hereto, embodies the entire agreement between the Parties, is executed under seal and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written, and may be amended only by a written instrument duly signed by the Parties. In the case of a conflict among the provisions in the various attached documents, unless otherwise expressly provided with reference to the conflicting section, those of this Agreement prevail over those of the Statement of Work and Exhibits.

14.11 Counterparts. This Agreement may be executed in duplicate and either copy or both copies are considered originals.

14.12 No Restriction. Nothing in this Agreement shall restrict MyStrength from providing any products or services, whether with or without charge, to any third party, regardless of whether or not such third party is affiliated with Service Partner.

14.13 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto, and no other person or entity shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with this Agreement.

14.14 Compliance with Law. Each Party shall comply with all applicable laws, regulations, rules or other legislative, administrative or judicial requirements in connection with its performance of this Agreement. Each Party represents and warrants that to the best of its knowledge, as of the Effective Date, it is in compliance with, and throughout the Term will remain in compliance with, all applicable laws, regulations and standards regarding the privacy and security of health information and personal data.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

Douglas County, Kansas

MYSTRENGTH, INC.:

Signature:

.....

Signature:

.....

Print Name:

.....

Print Name:

.....

Title:

.....

Title:

.....

Exhibit A – Fees

1. **Fees.** In consideration of the right to provide access to Authorized Users granted in Section 2 of the Agreement, during the Initial Term, Service Partner shall pay MyStrength a fee (“Access Fee”) as follows:

- (a) \$22,000 annual licensing fee; and
- (b) \$7,500 one-time implementation fee for the following services and activities:
 - Development of implementation plan with suggested accountabilities
 - Lead implementation process in partnership with Service Partner leadership and Single Point of Contact (SPOC)
 - Customize myStrength with Service-Partner specific information
 - Provide an Implementation Manager and conduct up to two days of in-person training to include sharing of best practices related to integration with Service Partner services and client support. If additional on-site training days are needed, a \$1,500/day fee will be charged.
 - Provide myStrength marketing launch ‘tool-kit’, which includes: Co-branded marketing materials; Posters for lobby/office areas (up to \$300 of printing costs).
 - Set-up of myStrength Service-Partner specific engagement and outcomes scorecard reports
- Annual Access Fee provides unlimited usage for the term and the benefit of all future upgrades and enhancements to consumers; staff; their families; guardians and foster parents of Douglas County, Bert Nash CMHC; Heartland CHC; Heartland RADAC, Lawrence Douglas County Health Department, Lawrence Douglas County Housing Authority, Lawrence Community Shelter, and LMH Health. If Service Partner wishes to engage with myStrength’s Coaching Platform, an additional fee will be added and negotiated separately. If the Service Partner is acquired, merges or acquires another Provider and there is a significant increase (10%) in the total number of unduplicated clients served, the Parties will re-negotiate said Annual Fee.

2. **Renewal Term.** In consideration of the License, during the Renewal Term, Service Partner will pay MyStrength a License Fee not to exceed 105% of the previous term’s annual licensing fee.

SUBCONTRACTOR AGREEMENT

This AGREEMENT (“Agreement”) is entered into as of January 10, 2019, by and between the Lawrence-Douglas County Health Department (“**Grantee**”) and Douglas County, Kansas (“**Subcontractor**”).

WHEREAS, the Grantee has applied for and received Kansas Data-Driven Prevention Initiative (DDPI) grant funds from the Kansas Department of Health and Environment (KDHE); and

WHEREAS, the Grantee wishes to engage the Subcontractor to assist the Grantee in performing the work related to the Grant funds; and

WHEREAS, the Grantee and Subcontractor agree that Grant funds not to exceed \$20,000 are sufficient to support work related to the Grant funds that will be carried out by the Subcontractor; and

WHEREAS, the Subrecipient may only receive Grant funds if it agrees to be bound by the requirements and limitations of the Grant;

NOW, THEREFORE, it is agreed by the parties hereto that:

- I. Scope of Services.** The Subcontractor will provide the following services in a manner satisfactory to the Grantee and consistent with all standards required by the Grant for entities receiving Grant funds:
 - Purchase the MyStrength Service, a web-based behavioral health and overall wellness solution consisting of software, content, and interactive services (“MyStrength”);
 - Provide Grantor staff access to MyStrength data, as needed;
 - Provide staff member to assist with education and awareness campaign work, as needed;
 - Provide additional dollars secured through other sources to fund the use of implementation and annual license fees for MyStrength; and
 - Complete any interim and final project reporting to Grantee necessary for Grantee reporting requirements, including documentation of MyStrength usage throughout Douglas County.
- II. Payment of Funds.** Upon satisfactory delivery of the services described in Section I above and after submission of an invoice, Grantee will disburse Grant funds to Subcontractor in the following manner:
 - Grantee will pay to Subcontractor \$7,500, for the first half of funds designated for the purchase and implementation of MyStrength, upon execution of this agreement;
 - Grantee will pay to Subcontractor the remaining \$7,500, designated for the purchase and implementation of MyStrength, upon successful

dissemination of the service County-wide, or approximately June of 2019; and

- Grantee will pay up to \$5,000 for assistance with education and awareness campaign work.
- Invoice(s) should be submitted to: Dawn Honarvar, Finance Director, Lawrence-Douglas County Health Department, 200 Maine, Ste. B, Lawrence, KS 66044, 785-856-3382, dhonarvar@ldchealth.org

III. General Conditions.

A. General Compliance

The Subcontractor will comply with the terms, conditions, and requirements of the Grant, including, but not limited to, the Funding Restrictions and Limitations provided in said Grant. The Subcontractor will also comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subcontractor further will utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. “Independent Contractor”

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing a partnership, joint venture, or relationship of employer/employee between the parties. The Subcontractor shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. Grantee will have no liability for any wages, benefits, withholdings, taxes, or other liabilities or obligations of Subcontractor with respect to its employees, operations, or otherwise.

C. Hold Harmless

The Subcontractor shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of or relate to the Subcontractor’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Subcontractor will maintain Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subcontractor will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. Subcontractor will also maintain liability insurance at levels reasonably acceptable to Grantee. Subcontractor

shall, upon request by Grantee, furnish proof of any insurance required by this Agreement.

F. Grantee Recognition

The Subcontractor shall provide recognition of the role of the Grantee in providing services through this Agreement. In addition, the Subcontractor will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in changing the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subcontractor.

H. Suspension or Termination

The Grantee may suspend or terminate this Agreement if the Subcontractor materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein or in the Grant, or such statutes, regulations, executive orders and policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subcontractor to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement;
or
4. Submission by the Subcontractor of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by the Grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

I. Financial Management

The Subcontractor agrees to adhere to customary accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred that are pertinent to the activities to be funded under this Agreement.

J. Authority

Subcontractor represents and warrants that the person signing below has authority to bind the Subcontractor and that all necessary approvals for Subcontractor to enter into this Agreement have been obtained.

K. Integration; No Reliance; No Modification.

This Agreement constitutes the entire understanding of and between the parties with respect to the subject matter hereof. This Agreement supersedes and replaces any prior agreements or understandings, whether written or oral, express or implied, between the parties with respect to the subject matter of this Agreement. Each party acknowledges and agrees that it is entering into this Agreement of its own free will and accord, and that it has not relied on any other party to this Agreement or on any promises, representations, or statements by any other party not expressly set forth in this Agreement and its exhibit. Any modification of this Agreement shall be specifically set forth in a writing which is executed by the party to be bound.

L. No Third Party Beneficiaries.

This Agreement is made on behalf of and for the benefit of the named parties only and nothing in this Agreement shall create or confer any rights, benefits, remedies or entitlements in favor of or inuring to the benefit of any person or legal entity not a party to this Agreement.

M. Choice of Law; Venue.

This Agreement is governed by Kansas law. Any dispute arising under this Agreement shall be decided in the District Court of Douglas County, Kansas, and in no other forum or venue. The parties consent to jurisdiction and venue in that forum.

GRANTEE

**LAWRENCE-DOUGLAS COUNTY
HEALTH DEPARTMENT**

SUBCONTRACTOR

SUBCONTRACTOR NAME

Signature

Signature

Printed Name

Printed Name

Title

Title



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: Bob Tryanski, Director of Behavioral Health Projects

SUBJECT: Implementing myStrength in Douglas County

DATE: January 24, 2019

Attached for your consideration and approval is an addendum to a professional services agreement with LMH Health to support staffing of the Integrated Crisis Team (ICT) in the LMH Emergency Department in 2019.

In 2018, the Douglas County Behavioral Health Leadership Coalition (BHLC), with Douglas County support, launched a pilot project to create an inter-agency, multi-disciplinary team to improve behavioral health care and outcomes at the LMH Emergency Department (ED). The core idea of an Integrated Crisis Team (ICT), embedded in the ED, is to embrace the integrated behavioral health/primary care model that meets patients where they are and provides immediate behavioral health intervention, consultation, and treatment to ensure better outcomes. The ICT innovation extends that model to the ED environment, alleviating many of the difficulties patients encounter as a result of the constant, urgent demands placed upon the ED physician and staff's time and attention. The core staffing component of this team is the Behavioral Health Crisis Clinician (BHCC) supported by peers, a care coordination team, and access to regional services such as social detox for people with substance use disorders (SUD).

In 2018, Douglas County, LMH Health, and Bert Nash collaborated to bring a total of four BHCCs online and to embed them in the Emergency Department. LMH Health has supported the ICT project by providing a full time director, office space for the team, and technical assistance, including data analytics for the project. Salary and benefit support for the BHCCs was provided by Douglas County to Bert Nash and LMH Health with the expectation that startup and staffing costs will be gradually offset, over a period of three years, as the project moves toward a sustainable funding model. In 2019, the budget for the BHCC positions is estimated to be \$310,000. The county is proposing to provide support to LMH Health for salary and benefit costs, excluding health insurance, not to exceed \$250,000. The attached addendum outlines the terms of this agreement.

The following motion is recommended to approve this item:

“Consider approval to provide salary and benefit support to LMH Health, excluding health insurance costs, for four Behavioral Health Crisis Clinicians in 2019. Cost to the county shall not exceed \$250,000.”

FIRST AMENDMENT TO SUPPORT AGREEMENT

This First Amendment to Support Agreement (this “Amendment”) is entered into and effective as of January 11, 2019 (the “Effective Date”) by and between The Lawrence Memorial Hospital, an instrumentality of the City of Lawrence, Kansas, organized under K.S.A. § 12-1615 (“Hospital”), and Douglas County, a political subdivision of the State of Kansas (“County”). All capitalized but undefined terms used herein shall have the meaning ascribed to them in the Agreement (defined below).

WHEREAS, County and Hospital are parties to that certain Support Agreement dated March 1, 2018 (the “Agreement”) whereby Hospital provides certain financial and operational support to the ICT established by County;

WHEREAS, the parties have agreed to modify the Agreement to provide for the employment by Hospital of certain behavioral health professionals assigned to the ICT.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Hospital and County agree as follows:

1. **Behavioral Health Clinicians.** In addition to the services provided to County and the ICT by Hospital as set forth in the Agreement, Hospital shall additionally employ, upon County’s request, a maximum of four (4) Behavioral Health Crisis Clinicians (“BHCCs”). Employment of all BHCCs shall be subject to each BHCC satisfying all of Hospital’s pre-employment screening criteria and background checks. The BHCCs will provide behavioral health services as part of the ICT in Hospital’s Emergency Department (“BHCC Services”) upon a schedule mutually developed by the Hospital and County.
2. **Supervision.** Hospital shall be responsible for ensuring that each BHCCs is trained and qualified to perform the BHCC Services. Hospital will ensure that the BHCCs comply with all applicable policies, rules, regulations, and laws. The BHCCs shall comply with the policies and procedures established for employees of the Hospital and report directly to Hospital’s Director of the ICT. Hospital shall have authority with respect to any disciplinary actions against any BHCC, up to and including termination. Hospital will consult with County prior to implementing such action, but Hospital ultimately has the authority to take employment action as it does with any other Hospital employee.
3. **Salary and Benefits.** Up to an annual maximum of \$45,000 for calendar year 2018, and \$250,000 for calendar year 2019 (the “Reimbursement Limits”), County shall reimburse Hospital for the cost of employment incurred by Hospital relating to the BHCCs, to cover costs of benefits, excluding health insurance, and including but not limited to (i) wages, salary and other forms of compensation to the BHCCs; (ii) payroll, social security and unemployment taxes related to the BHCCs; and (iii) employee benefit program costs. Hospital shall invoice County for such costs on a monthly basis during the term of the Agreement and County shall pay all undisputed invoices within thirty (30) days following receipt thereof. To the extent the annual cost of employment for the BHCCs exceeds the applicable Reimbursement Limit, Hospital shall be solely responsible for such excess amount.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment as written above.

Hospital:

THE LAWRENCE MEMORIAL HOSPITAL

By: _____
Sheryle D'Amico
Vice President, Physician Division

County:

DOUGLAS COUNTY

By: _____
Name: _____
Title: _____

SUPPORT AGREEMENT

This Support Agreement (this "Agreement") is entered into and effective as of March 1, 2018 (the "Effective Date"), by and between Lawrence Memorial Hospital, an instrumentality of the City of Lawrence, Kansas, organized under K.S.A. § 12-1615 ("Hospital"), and Douglas County, a political subdivision of the State of Kansas ("County").

WITNESSETH

WHEREAS, County has established an Integrated Crisis Team (the "ICT") for the purpose of responding to and managing mental and behavioral health care episodes for residents of Douglas County, Kansas; and

WHEREAS, County has identified a candidate to serve as the director of the ICT; and

WHEREAS, in furtherance of its commitment to the health care needs of patients in Lawrence, Kansas and the surrounding area, Hospital desires to provide financial and operational support to the ICT and employ, on behalf of County, the director of the ICT for a limited period of time, as provided herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Hospital and County agree as follows:

1. Employment.

a. Director. During the Term and subject to the provisions of this Agreement, Hospital shall directly employ the director of the ICT ("Director"). Director's responsibilities will include those assigned to Director by the Hospital in collaboration with the County (collectively, the "Services"). Director will provide Services to the ICT upon a schedule mutually developed by the Hospital, County and Director.

b. Supervision. County shall be responsible for ensuring that Director is trained and qualified to perform the Services. Hospital will ensure that Director complies with all applicable policies, rules, regulations, and laws. The parties acknowledge and agree that Director shall comply with the policies and procedures establish for employees of the Hospital although Director reports to both the Hospital and County. Hospital shall have authority with respect to any disciplinary actions against Director, up to and including termination. Hospital will consult with County prior to implementing such action, but Hospital ultimately has the authority to take employment action as it does with any other Hospital employee.

c. Salary and Benefits. Hospital shall have sole responsibility for: (i) the payment of all wages, salary and other forms of compensation to Director; (ii) the payment of all payroll, social security and unemployment taxes related to Director; (iii) the payment of all insurance coverage for Director, including, without limitation, liability insurance and workers' compensation insurance; and (iv) the establishment of all employee benefit programs for Director.

2. OPERATIONAL SUPPORT. During the Term, Hospital shall provide office space for the ICT in the building at 225 Maine Street, Lawrence, Kansas 66044, as well as such operational and administrative support that Hospital, in its sole discretion, deems appropriate.

3. MAINTENANCE OF RECORDS.

a. Business Records.

i. Hospital shall maintain accurate personnel files and records for Director as required by applicable law and prudent business practices and shall provide County with access to such records at such times as County may reasonably request.

ii. All business records and information relating to the business activities of either County or the Hospital shall be the property of the party keeping such records.

iii. All patient records shall remain the property of the Hospital and will be maintained consistent with all federal and state laws.

b. Retention of Records – Medicare / Medicaid. In the event that this Agreement is subject to the provisions of 42 U.S.C. § 1395x(v)(1)(I), then with respect to any services furnished under this Agreement in connection with matters for which payment may be made under such title, until four (4) years after the furnishing of such services pursuant to this Agreement, County and Hospital shall make available upon written request by the Secretary (as used in such title), or upon request by the Comptroller General (as used in such title), or any of their duly authorized representatives, this Agreement and books, documents and records of each of County and Hospital that are necessary to certify the nature and extent of such costs. If County carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives, the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

4. TERM AND TERMINATION.

a. The term of this Agreement shall begin on the date of hire of the Director and shall continue for a term of three (3) years (the "Term"); provided, however, that either Hospital or County shall have the right to terminate this Agreement without cause by giving the other at least thirty (30) days' notice of such termination. Upon the termination or expiration of this Agreement, Hospital will terminate the employment of Director and cease providing all housing and administrative support to the ICT hereunder unless the parties agree to either extend the Term or enter into a separate agreement.

b. Notwithstanding the foregoing, either County or Hospital may terminate this Agreement in the event of a material breach by the other party of its obligations hereunder, provided that the non-breaching party has given the breaching party notice of the nature of the breach and ten (10) days in which to cure such breach. The foregoing right to terminate is not exclusive nor in derogation or limitation of any other rights any party may have elsewhere under this Agreement or otherwise, at law or in equity, all of which are expressly reserved hereunder.

5. INSURANCE.

a. Hospital Obligations. Hospital agrees to secure and maintain, or cause to be secured and maintained, during the Term of this Agreement, Worker's Compensation and comprehensive general liability insurance and/or self-insurance for itself and, as appropriate, its officers, trustees, employees, contractors, and agents, consistent with prevailing standards.

b. County Obligations. County agrees to secure and maintain, or cause to be secured and maintained, during the Term of this Agreement, comprehensive general liability insurance for itself and, as appropriate, its officers, employees, contractors, and agents, consistent with prevailing standards.

6. COMPLIANCE WITH MEDICARE ANTI-KICKBACK STATUTE.

Notwithstanding any unanticipated effect of any of the provisions herein, no party intends to violate the federal Medicare and Medicaid Anti-Kickback Statute; as such provisions are amended from time to time. The parties acknowledge and agree that nothing herein is dependent upon any referral of patients by or to Hospital or County. The parties shall modify this Agreement as required to comply with the foregoing. Nothing in this Agreement shall, in any way, obligate Hospital, County, or their respective healthcare providers, or other related persons, to refer any person to Hospital, County or any party related to Hospital or County for goods or services covered under Medicare, Medicaid or any other federal or state healthcare program in violation of applicable law.

7. MISCELLANEOUS PROVISIONS.

a. No Contract of Employment. Director shall be an employee of Hospital and not an employee of County. The provision of Director to County shall not be deemed, or construed, to be an express or implied contract of employment between the County and Director, nor shall such arrangement alter in any way the terms and conditions of Director's employment by Hospital.

b. Independent Contractors. The relationship between Hospital and County for purposes of this Agreement shall be that of independent contractors and not of employment or partnership, and neither party is an agent of the other.

c. Exclusion from Federally Funded Healthcare Programs. County represents and warrants on behalf of Director that neither County nor Director have been excluded from participation in any federally funded healthcare program, including Medicare and Medicaid. County agrees to immediately notify Hospital in the event of any threatened, proposed

or actual exclusion from any federally funded healthcare program, including Medicare and Medicaid.

d. Waiver. The provisions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

e. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, shall be given either by personal delivery, by prepaid certified mail, return receipt requested, or by facsimile, and shall be deemed to have been given or made when personally delivered, confirmation of the facsimile is received, or two (2) days after mailing, to the following addresses:

If to Hospital:

Lawrence Memorial Hospital
Attn: Chief Executive Officer
325 Maine
Lawrence, KS 66044

If to County:

Douglas Co. Government
ATTN: County Administration
1100 Main St.
Lawrence, KS 66044

or to such other address as either party may, from time to time, designate by written notice.

f. Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Kansas.

g. Captions/Headings. The captions of sections and paragraphs hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

h. Execution. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one (1) instrument.

i. Amendment. This Agreement may not be amended or modified except by written instrument executed by the party against whom enforcement of the amended or modified agreement is sought.

j. Assignment. This Agreement may not be assigned without the prior written consent of both parties.

k. Severability. If any portion of this Agreement or its application in any circumstances shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement or the application of such provision in all circumstances, other than those as to which it is determined invalid, illegal or unenforceable, shall not be affected, and all other provisions of this Agreement shall be valid and legal and shall be enforced to the fullest extent permitted by law, unless enforcement of one (1) or more of them under the circumstances would be unreasonable, inequitable or otherwise frustrate the purposes of this Agreement as to one (1) or both parties. The parties request that any court of competent jurisdiction which has determined any provisions hereof to be invalid, illegal or unenforceable shall exercise its power and reform such provisions in a manner and to the extent it shall deem necessary and appropriate under the circumstances to create an enforceable provision which, to the extent possible, effectuates the intent and purpose of the parties hereto.

l. Rights of Third Parties. This Agreement is made and entered into for the sole protection and benefit of the parties. No other person or entity shall have a cause of action based upon any provision of this Agreement.

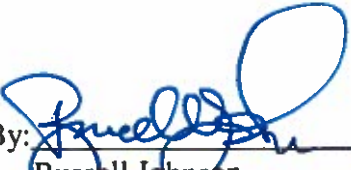
m. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, discussions, negotiations and understandings of any kind.

n. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as written above.

Hospital:

LAWRENCE MEMORIAL HOSPITAL

By: 
Russell Johnson
Chief Executive Officer

County:

DOUGLAS COUNTY

By: 
Name: Sarah Plinsky
Title: Asst. County Administrator



DOUGLAS COUNTY ADMINISTRATOR

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

Sarah Plinsky
Interim County Administrator

Memorandum

To: Board of County Commissioners
From: Sarah Plinsky, Interim County Administrator
Date: January 23, 2019
RE: Alternative Project Delivery Program for Douglas County Correctional Facility and Behavioral Health Housing Projects

Per direction from the Board of County Commissioners, staff is recommending that the County secure the services of a Construction Manager at Risk to assist in the design of an expansion to the Douglas County Correctional Facility (DCCF) and the Tier 2 and Tier 3 behavioral health housing projects. Over the last several years, and specifically as last discussed on January 16, 2019, the county has been studying an expansion at the DCCF. Further, following passage of Proposition 1 in November, 2018, Douglas County has engaged in a partnership with Bert Nash Community Mental Health Center and the Lawrence Douglas County Housing Authority to construct transitional and permanent supportive housing facilities and individual units located adjacent to the proposed mental health crisis center. A construction manager can provide enhanced expertise on cost estimating during the design development and construction document development process. Soliciting and contracting with a construction manager doesn't approve the project at this time. Once preconstruction is complete, construction documents will be prepared and the project will be bid, the Construction Manager at Risk will agree to perform the work for a Guaranteed Maximum Price (GMP) which will include within it its costs of the work, plus fixed percentages for General Conditions and Fee. The GMP and total project budget will be submitted to the Commission for approval.

To date, an architect has been retained to prepare the design up through the schematic design stage with the intention that the County will evaluate the feasibility and practicality of going forward into construction. Bringing a contractor on board early in the design process as a "construction manager at risk" ("CMR") can increase the efficiency and cost effectiveness of the project's construction and end product. CMRs are not allowed under the County's default design-bid-build procurement statute, but are authorized for counties in KSA 19-216b *et seq* which allow for a CMR. The BOCC is requesting alternative delivery procurement through a CMR under that authorization.

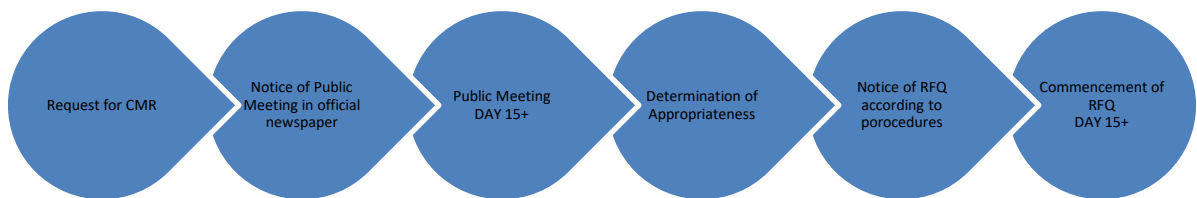
The following requirements must be met.

First, when a request is made for alternative delivery procurement by the County, the County must publish a notice in the official county newspaper that the BOCC will be holding a public meeting with the opportunity for comment on such request. Notice shall be published at least 15 days prior to the hearing.

Second, after a public hearing in which there is opportunity for comment, the BOCC must determine and find that:

1. The authorization for CMR is for the sole and exclusive use of “planning, acquiring, designing, building, equipping, altering, repairing, improving or demolishing any structure or appurtenance thereto, including facilities, utilities or other improvements to any real property, but shall not include highways, roads, bridges, dams or related structures or stand-alone parking lots”.
2. The use of a CMR is appropriate to this situation. In making such determination, the BOCC may consider:
 - (1) The likelihood that the CMR will serve the public interest by providing substantial savings of time or money over the traditional design-bid-build delivery process.
 - (2) The ability to overlap design and construction phases is required to meet the needs of the County.
 - (3) The project presents significant phasing or technical complexities, or both, requiring the use of an integrated team of designers and constructors to solve project challenges during the design or preconstruction phase.
 - (4) The use of a CMR will not encourage favoritism in awarding the public contract or substantially diminish competition for the public contract.

Third, assuming such determinations have been made, the County shall publish a notice of the request for qualifications and proposals as outlined in the Finance Policy. So as to best facilitate the selection of a CMR, staff will name an Evaluating Committee to handle the process and ultimately make a final recommendation to the BOCC for selection.



The notice of the Public Hearing will be published before February 5. The Hearing will be held on February 20, 2019. At that time, the Commission will hear any public comment and make their determination.

Suggested Motion: ***“Direct staff to issue a notice of a public hearing for a construction manager at risk for improvements at the Douglas County Correctional Facility and Behavioral Health Housing Projects.”***