

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

ADDRESSING THE COMMISSION: Public comment will be taken for each regular agenda item as each item is discussed. Individuals will be limited to one comment per agenda item.

Individuals are asked to come to the microphone, sign in, and state their name. We ask that you sign in so that we can get the spelling of your name correct in the minutes of the meeting. Speakers should address all comments/questions to the Commission.

WEDNESDAY, APRIL 24, 2019

4:00 p.m. - WORK SESSION

- (1) 2018 Criminal Justice Services and Juvenile Detention Center use update (Pam Weigand)

5:30 p.m. BUSINESS MEETING

-Approval of the minutes for March 27, April 3 and April 10, 2019

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
(b) **TABLED** Accept the base and alternate bid from Spaulding Mechanical in the amount \$60,256 for heating and a/c system upgrades for the Hillcrest Wrecker building. (David Sparkes);
(c) Consider approval to authorize the Board of County Commissioners to sign and hourly-rate agreement with a not-to-exceed cost of \$3,448.25 with Finney & Turnipseed, Transportation and Civil Engineering LLC, to provide engineering services for Project No. 2019-3, Bridge 1180-1300 repairs. (Keith Browning);
(d) Consider approval of a resolution directing the County Counselor to institute a judicial tax foreclosure action in the District Court of Douglas County (Paula Gilchrist);
(e) Consider approval of minutes from May 17 and November 29, 2017; and
(f) Accounts payable

REGULAR AGENDA

- (2) Adoption of the 2019-2020 Employee Health Plan (Sarah Plinsky)
- (3) Appointments:
- Community Corrections Board Advisory Board (1) position open (Social Services)
 - Douglas County Food Policy Council (2) positions open (Local food system/Ag Producer)
 - Douglas County Heritage Conservation Council (2) positions (Lawyer/Architect) 05/31/19
 - JAAA Advisory Council (2) position
 - JAAA Board of Directors (1) positions
 - Lawrence-Douglas County Advocacy Council on Aging (10) open positions
- (4) General Public Comment
- General Public Comment will be at the end of each meeting with a limit of one comment per person and keep their comments brief. Individuals may not give unused time to other speakers. As a general practice, the Commission will not discuss/debate these items, nor will the Commission make decisions on items presented during this time, rather they will refer the items to staff for follow up, if necessary.
- (5) Committee Reports
- (6) Commissioner and/or Administrator Miscellaneous
- (7) Adjourn

WEDNESDAY, MAY 1, 2019

4:00 p.m. – WORK SESSION

-Open Space Project Charter review

WEDNESDAY, MAY 8, 2019

5:30 p.m. – REGULAR MEETING

-Proclamation for “Mental Health Month” (Patrick Schmitz)

WEDNESDAY, MAY 15, 2019

4:00 p.m. – WORK SESSION

-Crisis Center Operational Planning

5:30 p.m. – REGULAR SESSION

-Proclamation for “Emergency Medical Services Week” (Randy Roberts/Shawn Coffey/Rich Barr)

-Proclamation (Jasmin Moore)

WEDNESDAY, MAY 22, 2019

4:00 p.m. – WORK SESSION

-Lawrence Community Shelter (Erika Dvorske)

WEDNESDAY, OCTOBER 2, 2019- cancelled

Note: *The Douglas County Commission meets regularly on Wednesdays at 5:30 p.m., and at 4:00 p.m. for Work Sessions as needed. Meetings are held at the Douglas County Courthouse (2nd Floor) at 1100 Massachusetts Street, Lawrence, KS 66044. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

Board of County Commissioners



Study Session
April 24, 2019

DOUGLAS COUNTY
KANSAS



Criminal Justice Services

Youth Programs

Juvenile Intake and Assessment

Truancy and Diversion Program

Immediate Intervention Program

Conditions of Release

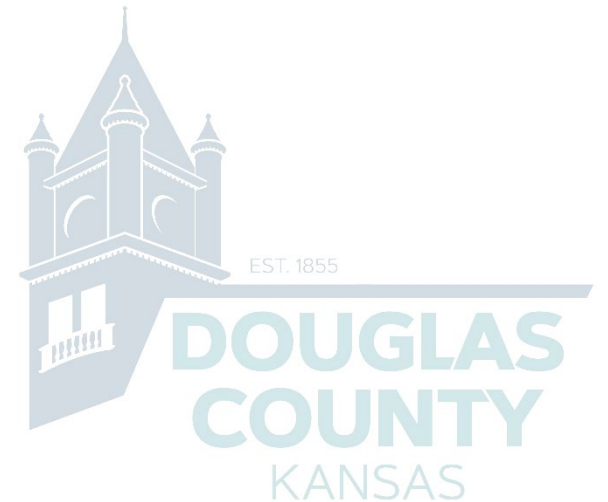
Day School

Juvenile Community Corrections

Juvenile Detention

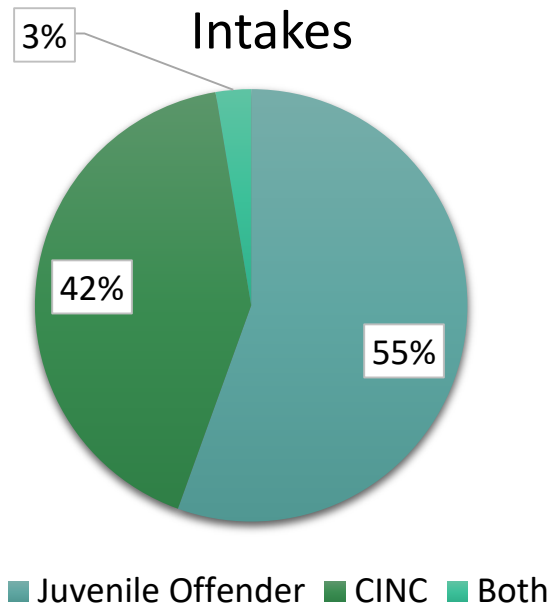
Juvenile Intake and Assessment

- When a law enforcement officer (LEO) decides to take a juvenile into police custody, either as an alleged Juvenile Offender (JO) or a Child In Need of Care (CINC), juvenile intake is available to help determine and facilitate emergency placement needs, provide crisis intervention and mediation and make referrals for services. (CJS July 2018)

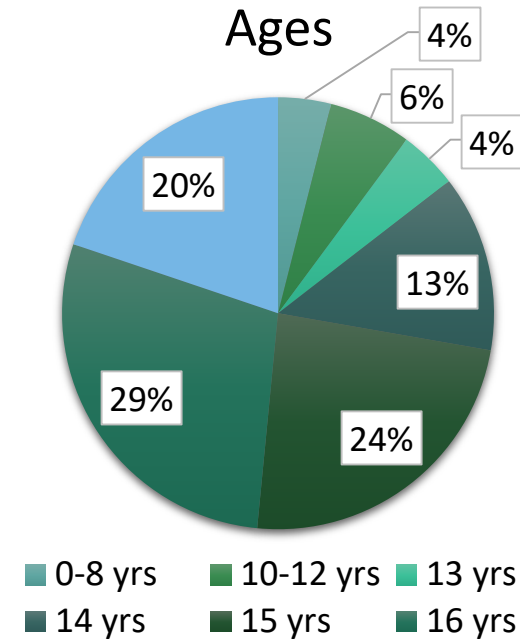


2018 Juvenile Intake and Assessment Statistics

There were a total of 227 Intakes between July 1st and December 31st in 2018



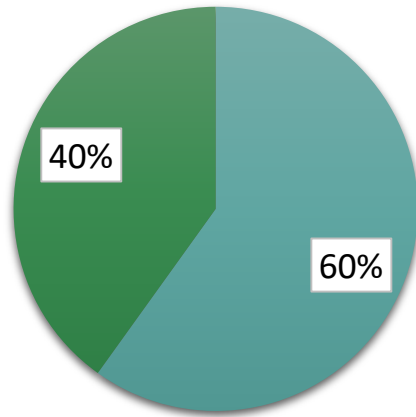
JO	126
CINC	95
Both JO and CINC	6
Total	227



0-8 years	9	15 years	54
9-12 years	14	16 years	65
13 years	10	17 years	45
14 years	30		

Juvenile Intake Demographics

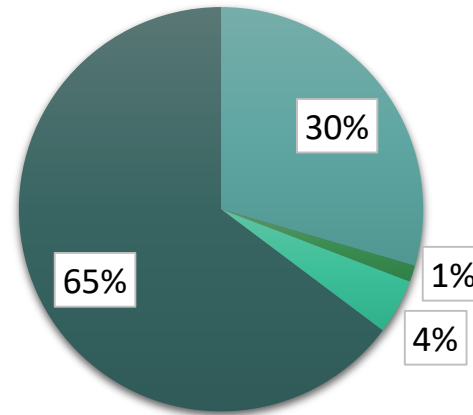
Gender



■ Male ■ Female

Females	91
Males	136

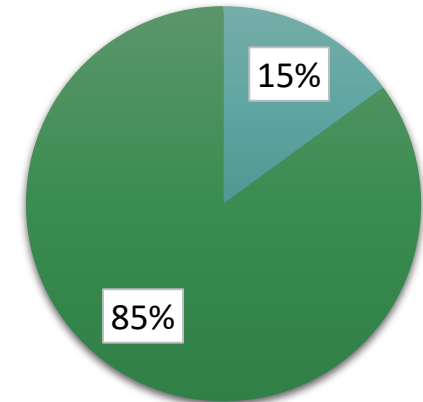
Race



■ African American ■ Asian
■ Native American ■ White

African American	67	White	147
Native American	10	Asian	3

Ethnicity



■ Hispanic ■ Non Hispanic

Hispanic	34
Non-Hispanic	193

Kansas Juvenile Justice Reform in Douglas County

Douglas County signed on to the Annie E. Casey Foundations Detention Alternatives Initiative in 2011. As part of the initiative work Douglas County established an Agreement to Appear (ATA) process in 2011. Any law enforcement officer in Douglas County may issue a juvenile in the field an ATA in lieu of taking the youth to juvenile intake. The juvenile is required to contact juvenile intake within 48 hours.

The ATA/NTA process was adopted statewide as a part of Kansas Juvenile Justice Reform (SB367)

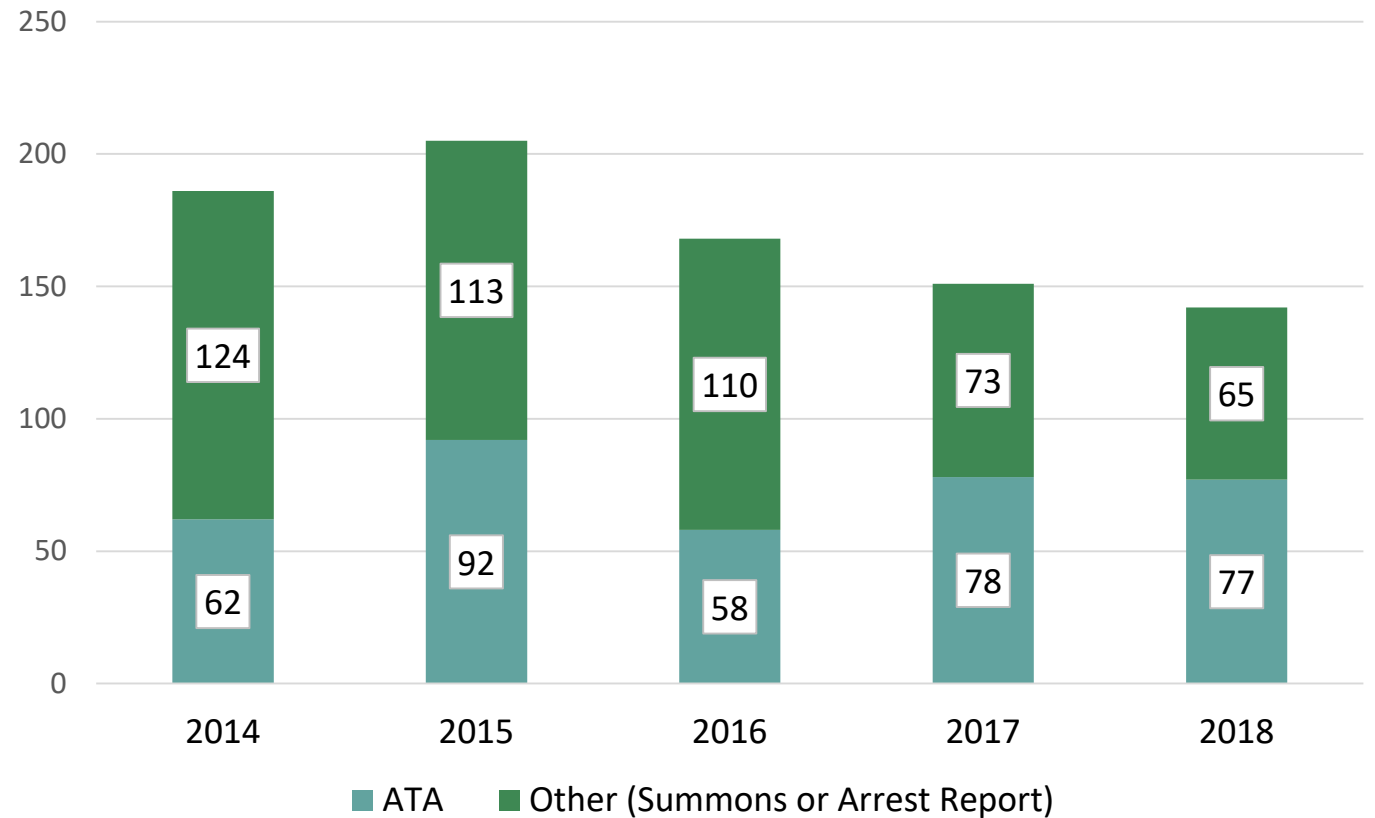
In Kansas:

- In 2018, Law enforcement issued 2,922 Notice To Appear (NTA) (Agreement to Appear Douglas County) keeping the youth in their home and community for future appearance
 - **80.5%** of youth issued a NTA by Law Enforcement subsequently appeared to complete the Juvenile Intake process

Douglas County Agreement to Appear(ATA) Statistics by Year 2014-2018

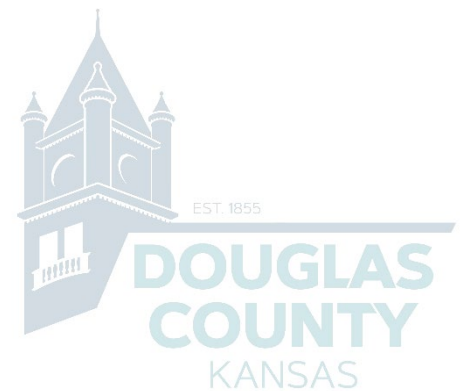
	ATA	Non-ATA	Total
2014	62	124	186
2015	92	113	205
2016	58	110	168
2017	78	73	151
2018	77	65	142

Bookings at CJS-YS by type and year



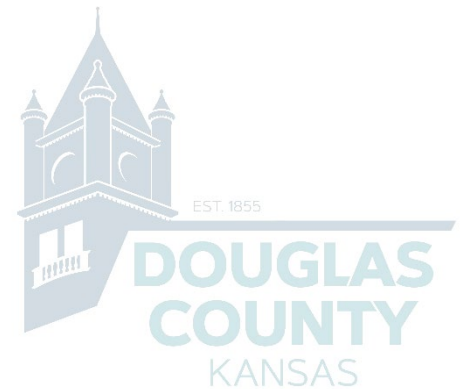
Kansas University/Criminal Justice Services Truancy and Diversion Program

The truancy and diversion program works with students identified by the school district as having attendance problems. KU interns mentor truant students, coordinate needed services, and promote school attendance. The goal of the program is to divert truant students from formal court involvement. (Est. 1977, CJS 2011)



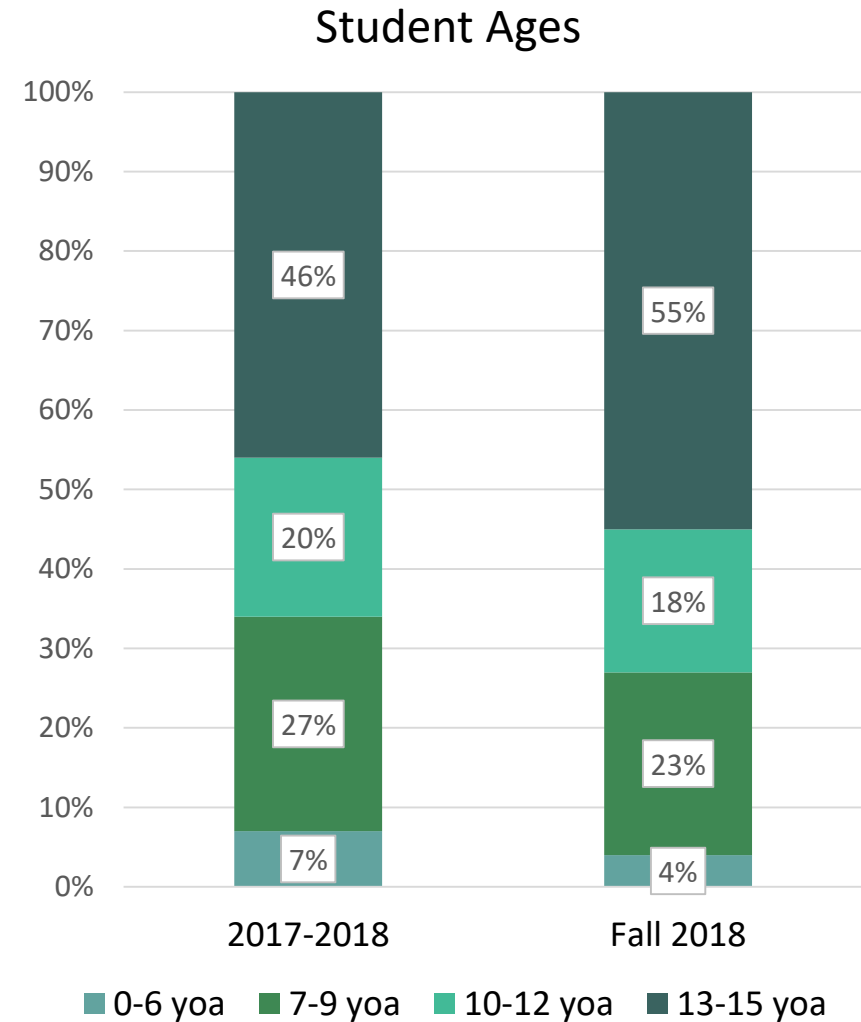
The KU/CJS Truancy Program

- The truancy program works with truant or pre-truant students who are between the ages of 7-15.
- In 2017-2018, the Truancy Program worked with 71 youth
 - 52 youth had their first program
 - 22 youth graduated successfully
 - 18 youth participated in their 3rd, 4th or 5th program
- In the first two quarters of 2018-2019, the program worked with 56 youth.
 - 50 youth had their 1st program
 - 13 have graduated successfully
 - 14 youth are participating in their 3rd, 4th or 5th program



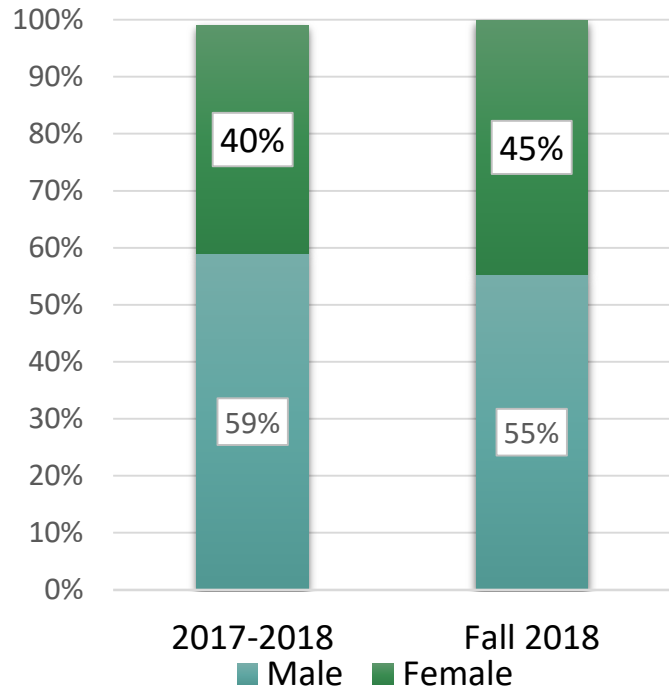
Age Comparison for Truancy Students

	2017-2018 (School Year)	Fall 2018 (Aug-Dec)
0-6 Years	5	2
7-9 Years	19	13
10-12 Years	14	10
13-15 Years	33	31
Totals	71	56



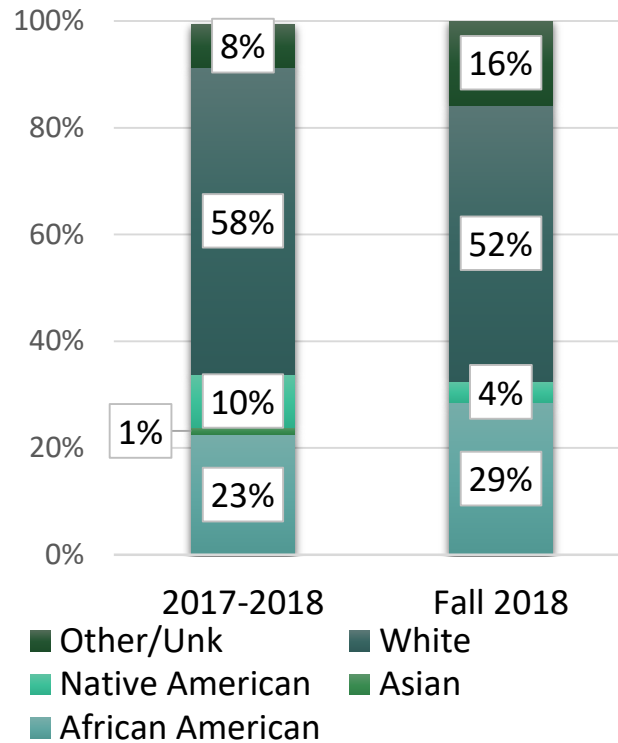
Truancy Students Demographics

Gender



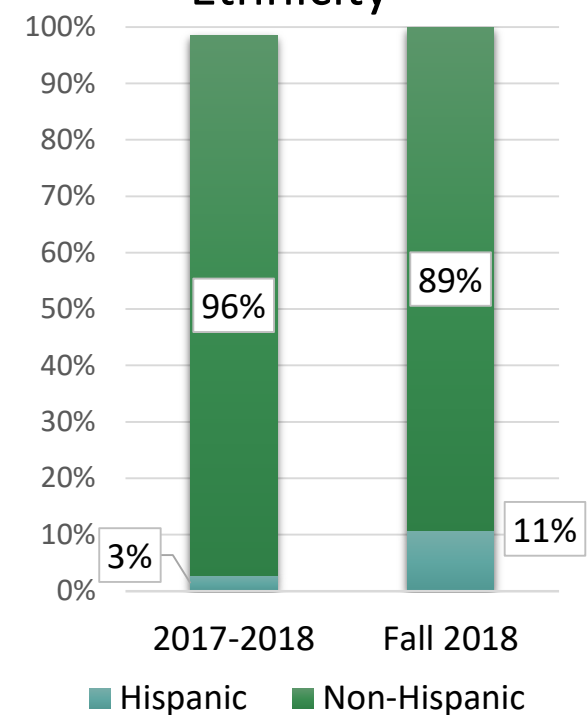
	2017-2018	Fall 2018
Male	42	31
Female	29	25

Race



	2017-2018	Fall 2018
African American	16	16
Asian	1	0
Native American	7	2
White	10	29
Other	6	9

Ethnicity

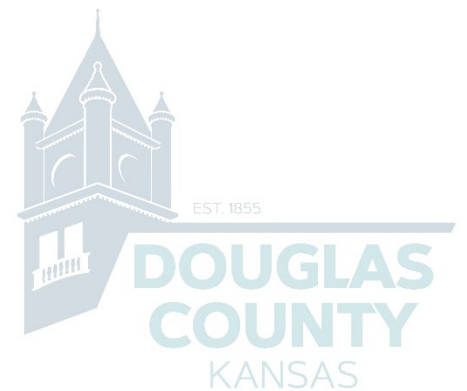


	2017-2018	Fall 2018
Hispanic	3	6
Non-Hispanic	68	50

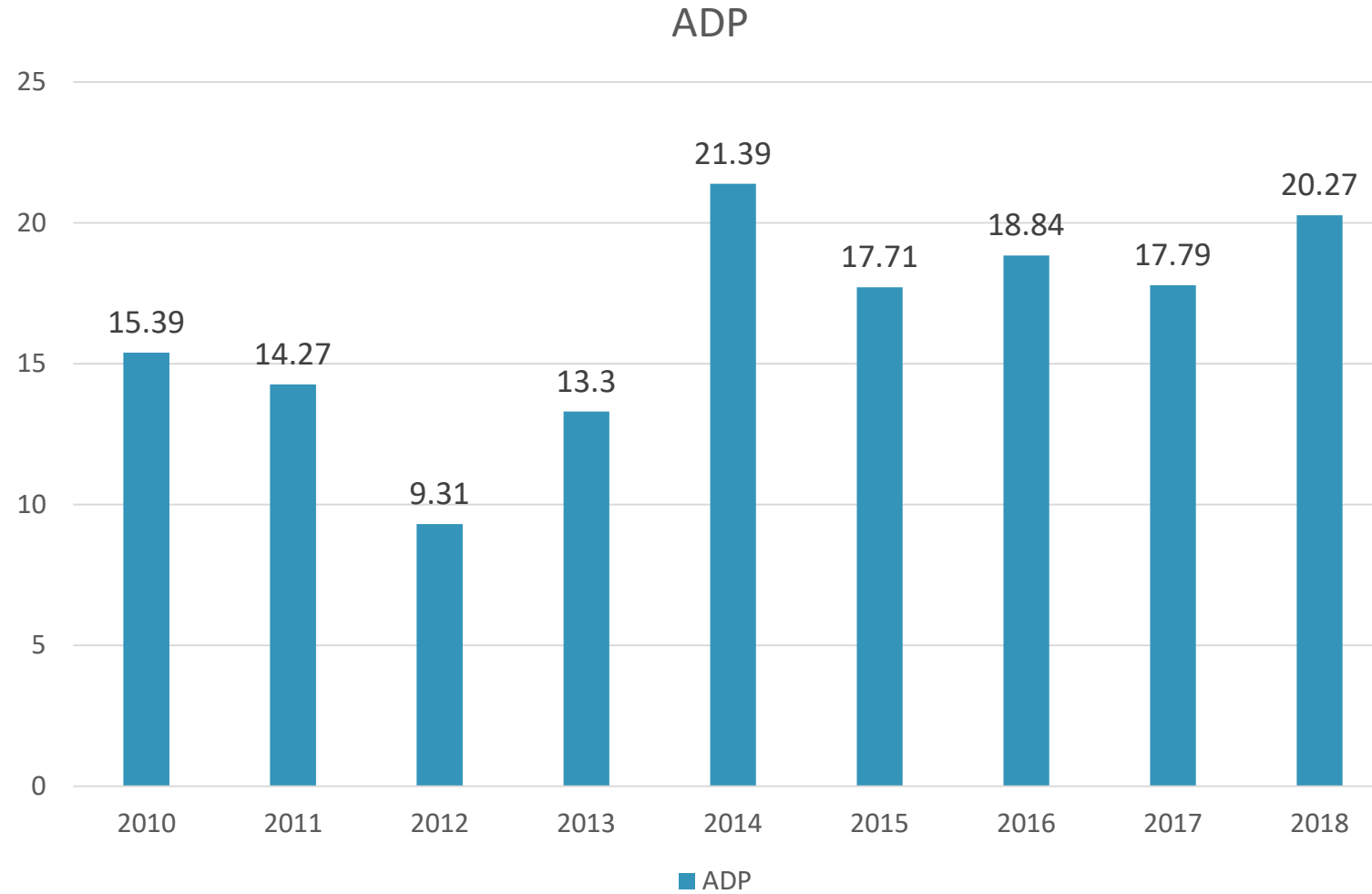
Detention Day School

Is an alternative school placement for youth who are experiencing problems in school or have had attendance issues. Attendance at day school is determined by the court.

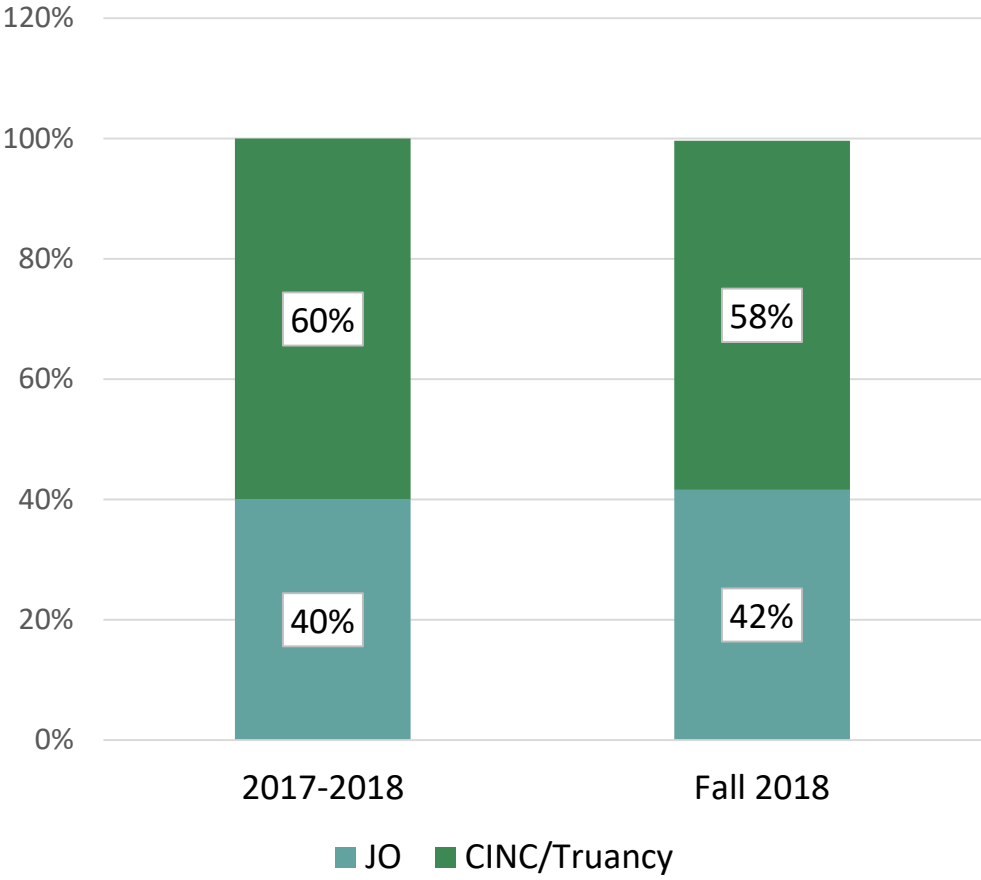
The program was established in 1998 through a collaboration between Unified School District 497, Douglas County Criminal Justice Services and the 7th Judicial District Court.



Day School Average Daily Population



Day School Statistics for 2018

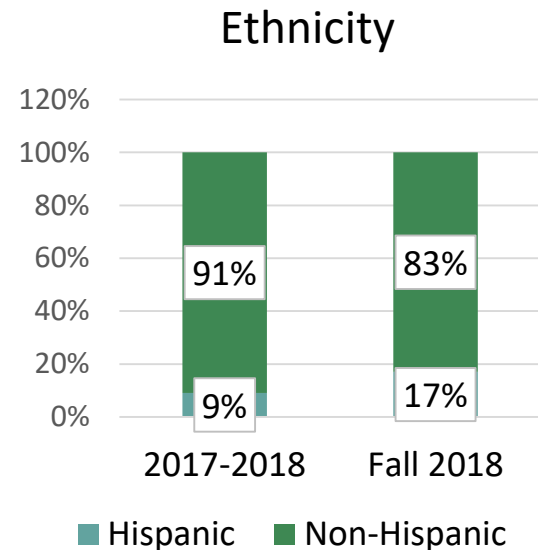
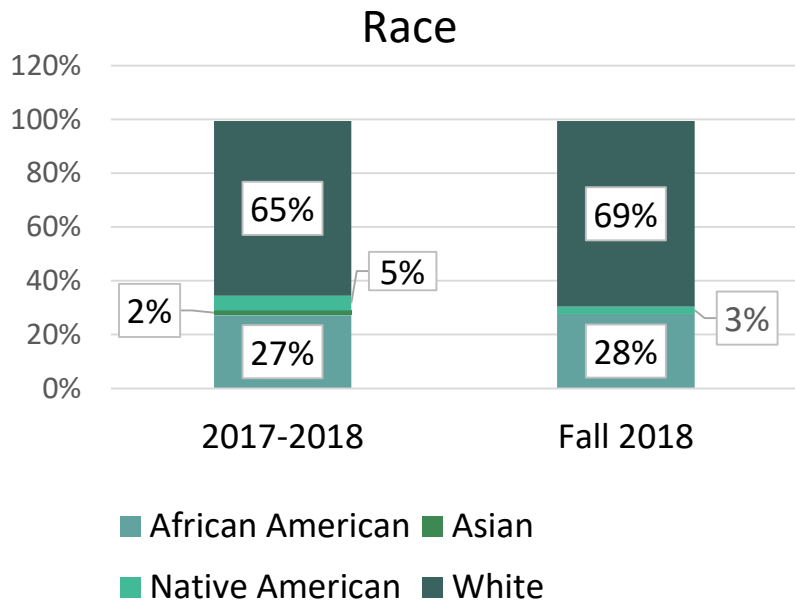
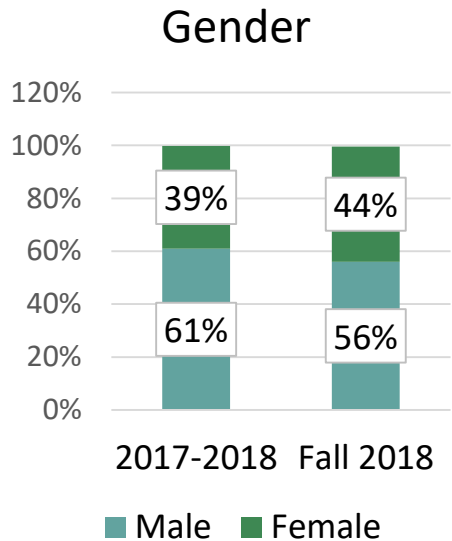


In the 2017-2018 school year there were a total of 55 students who participated in the program.

For the fall semester of 2018-2019 school year, there were a total of 36 students participating.

	JO Students	CINC Students
2017-2018	22	33
Fall 2018	15	21

Day School Demographics



	Female	Male
2017-2018	24	31
Fall 2018	14	22

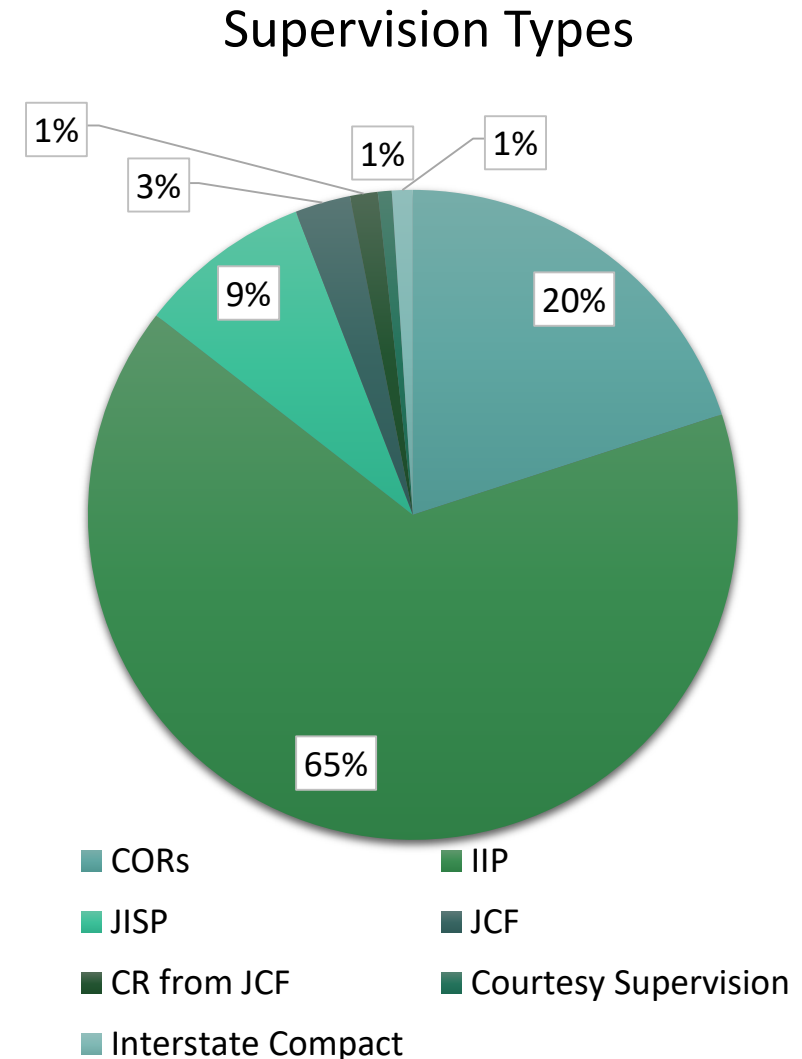
	African American	Asian	Native American	White
2017-2018	15	1	3	36
Fall 2018	10	0	1	25

	Hispanic	Non-Hispanic
2017-2018	5	50
Fall 2018	6	30

2018 CJS Juvenile Offender Programs Overview

Total participants for Programs were as follows:

Immediate Intervention Programs (IIP) (Diversion)	190
Conditions of Release (COR'S)	58
Juvenile Intensive Supervised Probation (JISP) (Juvenile community Corrections)	25
Juvenile Correctional Facility (JCF)	8
Conditional Release (CR) (from JCF)	4
Courtesy Supervision (Out of County)	2
Interstate Compact on Juveniles (ICJ) (Out of State)	3



Diverting Youth from the Criminal Justice System

Immediate Intervention Program: Provides intervention services to juveniles who are alleged to have committed an offense in Douglas County to help them avoid prosecution. (Est. July 2017)

In Kansas:

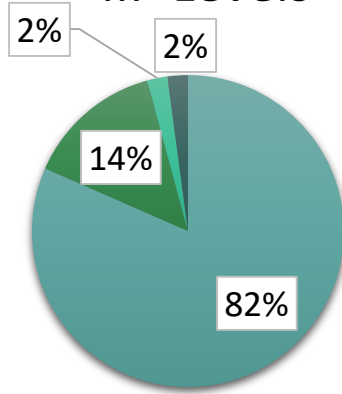
Comparing 2015 court diversion data to 2018 Immediate Intervention Program (IIP) data, 875 more youth had an opportunity to be accountable for their action without more intensive intervention

- Of 2,018 youth who completed IIP in 2018, 88.6% (N=1,788) were successfully discharged

Immediate Intervention Program

In 2018 there were a total of 190 participants in the IIP program
10 of these juveniles participated in the IIP program twice

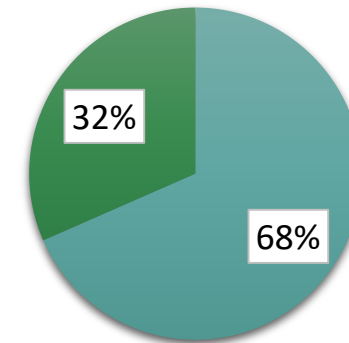
IIP Levels



■ Level 1 Pre File ■ Level 1 Post File
■ Level 2 Post File ■ Level 3 Post File

Level 1 Pre File	155
Level 1 Post File	27
Level 2 Post File	4
Level 3 Post File	4

Success Rate

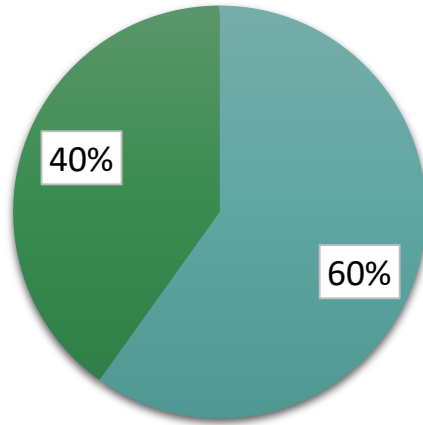


■ Successful ■ Unsuccessful

Successful Closure	104
Unsuccessful Closure	48

IIP Demographics

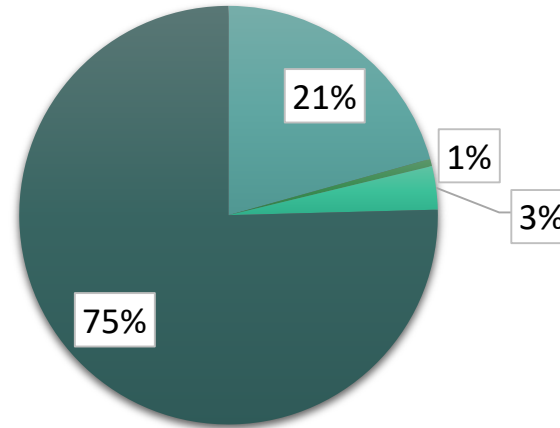
Gender



■ Male ■ Female

Male	109
Female	73

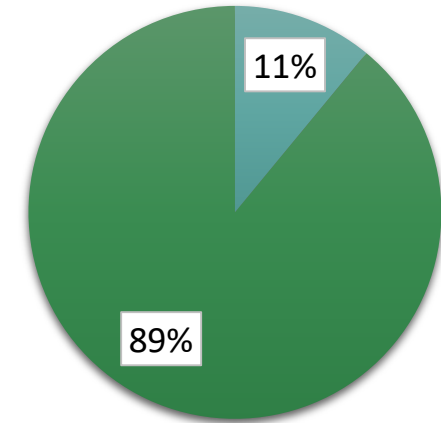
Race



■ African American ■ Asian
■ Native American ■ White

African American	37
Asian	1
Native American	6
White	135

Ethnicity



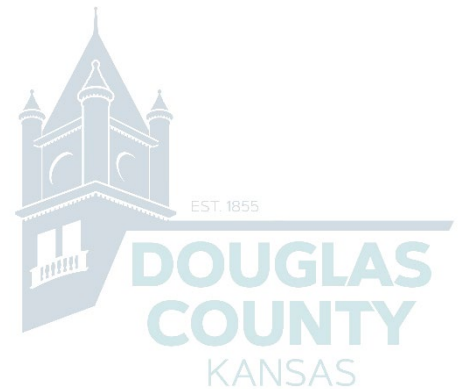
■ Hispanic ■ Non-Hispanic

Hispanic	20
Non-Hispanic	162

Conditions of Release Supervision

Is a supervised release program for youth who have been detained, or who are awaiting further court hearings on an alleged serious offense.

Juveniles may be placed on conditions of release supervision by the District Attorney's Office or the Court.



Conditions of Release Statistics for 2017 and 2018

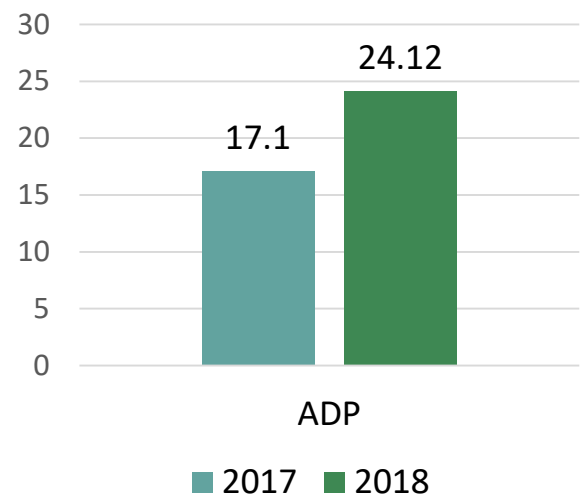
2017 CORS

Carryover from Previous Year: 23
New in 2017: 39
Closed in 2017: 42
Total CORS in 2017: 62
Total Days: 6242

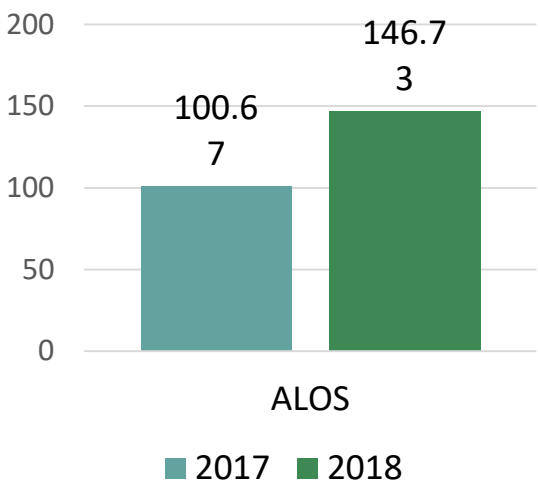
2018 CORS

Carryover from Previous Year: 22
New in 2018: 38
Closed in 2018: 35
Total CORS in 2018: 60
Total Days: 8804

ADP Comparison



ALOS Comparison

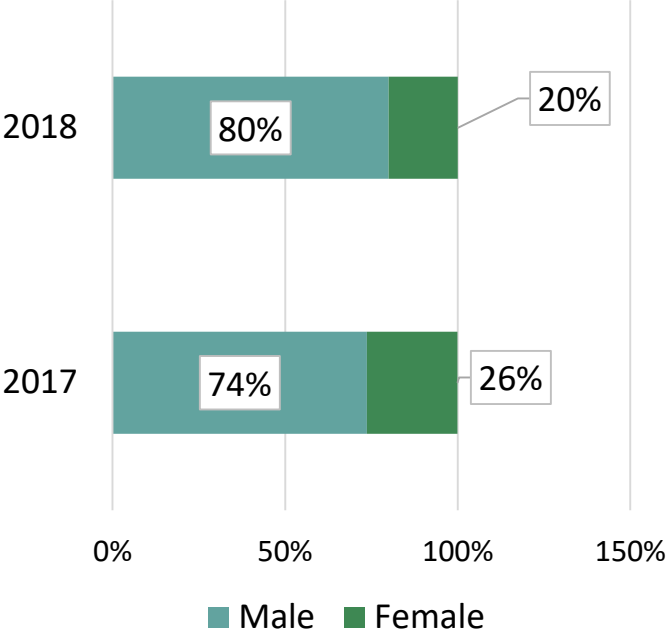


The Average Daily Population increased by 41% from 2017

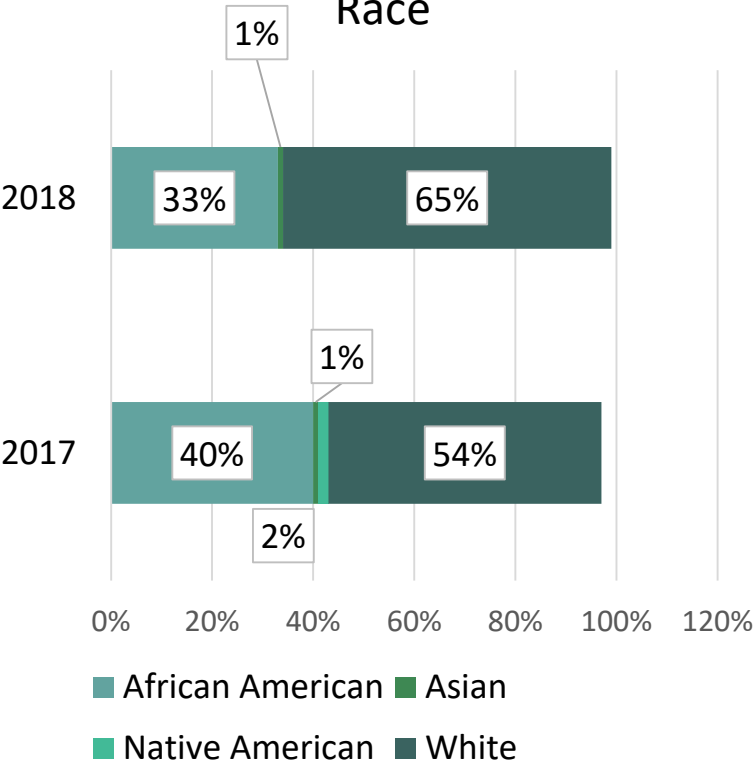
The Average Length of Supervision increased by 45% from 2017

CORS Demographics for 2017 and 2018

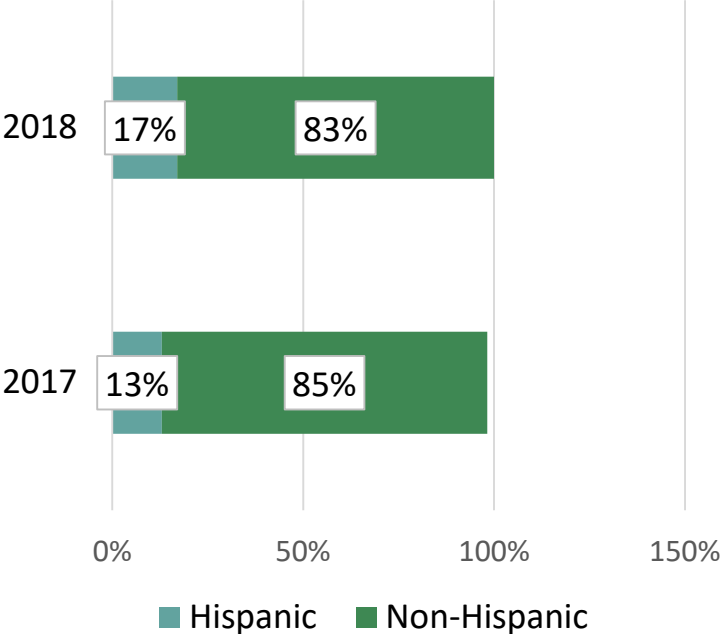
Gender



Race



Ethnicity



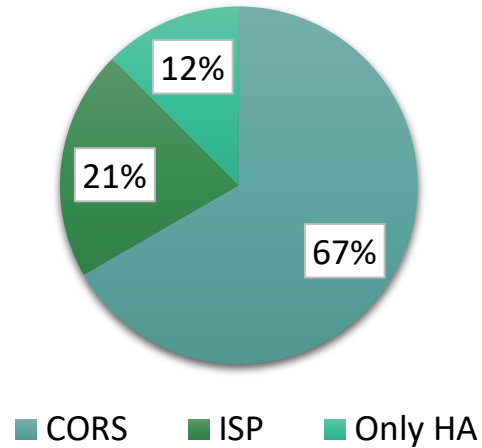
	2017	2018
Male	46	48
Female	16	12

	2017	2018
African American	25	20
Asian	1	1
Native American	2	0
White	34	39

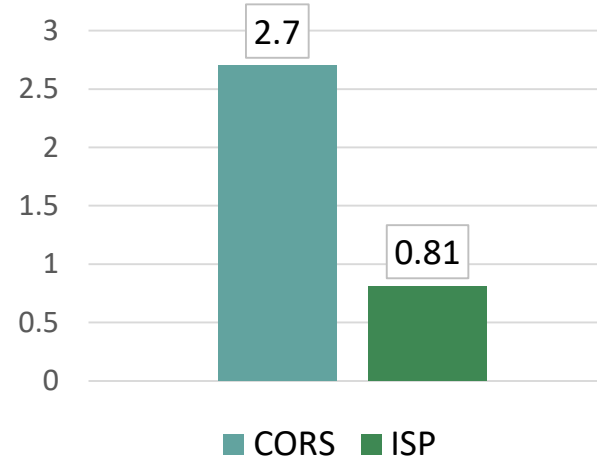
	2017	2018
Hispanic		10
Non-Hispanic		50

2018 Juvenile House Arrest Data

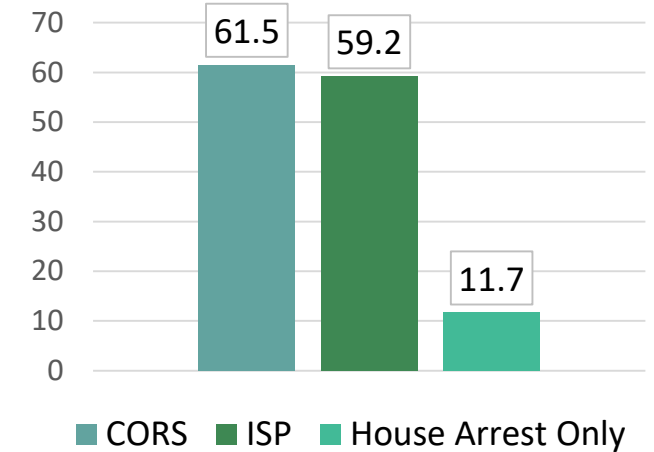
Juveniles on HA



ADP by Type



ALOS by Type



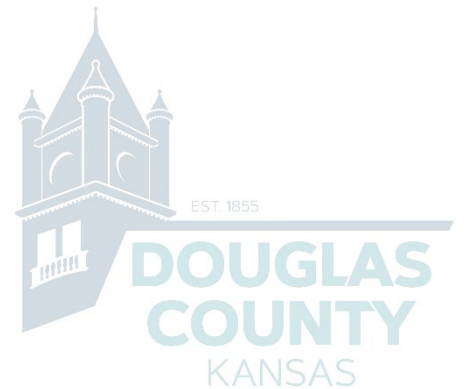
CORS	16
JISP	5
HA Only	3

	Days
CORS	984
ISP	296
House Arrest Only	35

The ADP for those juveniles only on house arrest was less than one day

Juvenile Community Corrections

Is intensive supervised probation for moderate to high risk offenders assigned by the court for a specified period of time. Juveniles on community corrections are monitored closely and have access to evidenced based programs that focus on changing behaviors, attitudes and encouraging future law abiding behavior.



Juvenile Intensive Supervision Probation Statistics for 2017 and 2018

2017

Carry Over from Previous Year: **15**

New in 2017: **15**

Closed in 2017: **23**

Total on ISP: **30**

Total Days: **4075**

2018

Carry Over from Previous Year: **10**

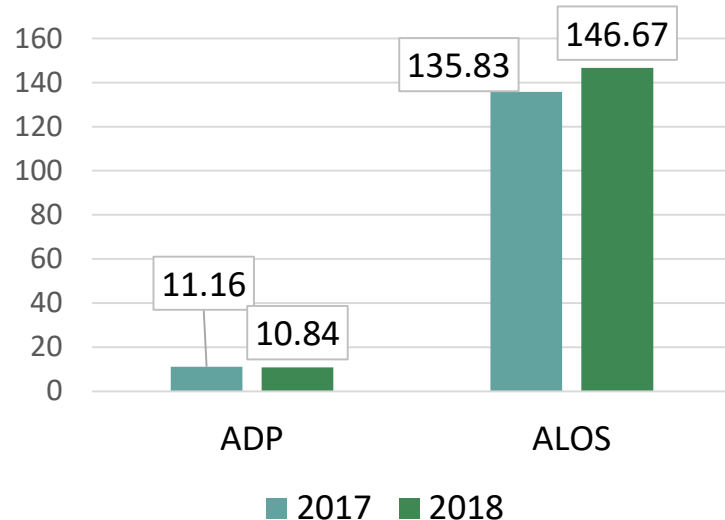
New in 2018: **15**

Closed in 2018: **10**

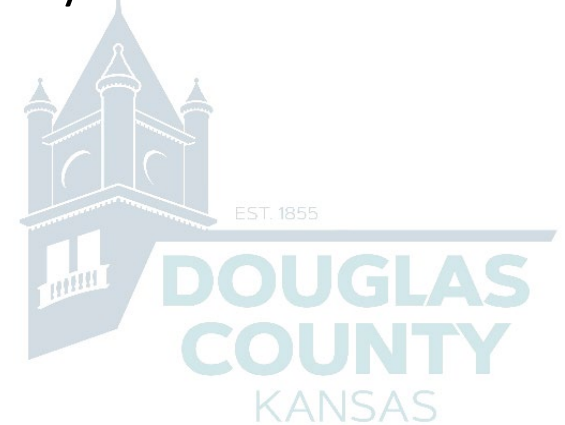
Total on ISP: **25**

Total Days: **3960**

ADP and ALOS Comparison

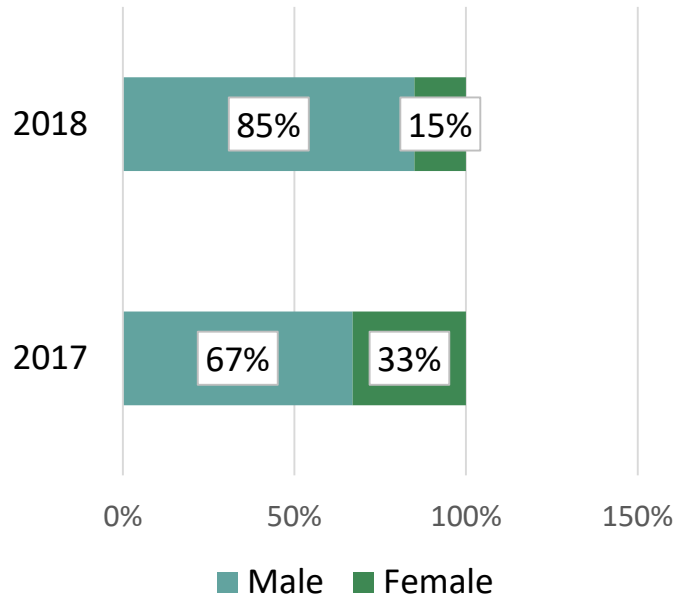


The Average Daily Population decreased by 3%
The Average Length of Stay increased by 8%



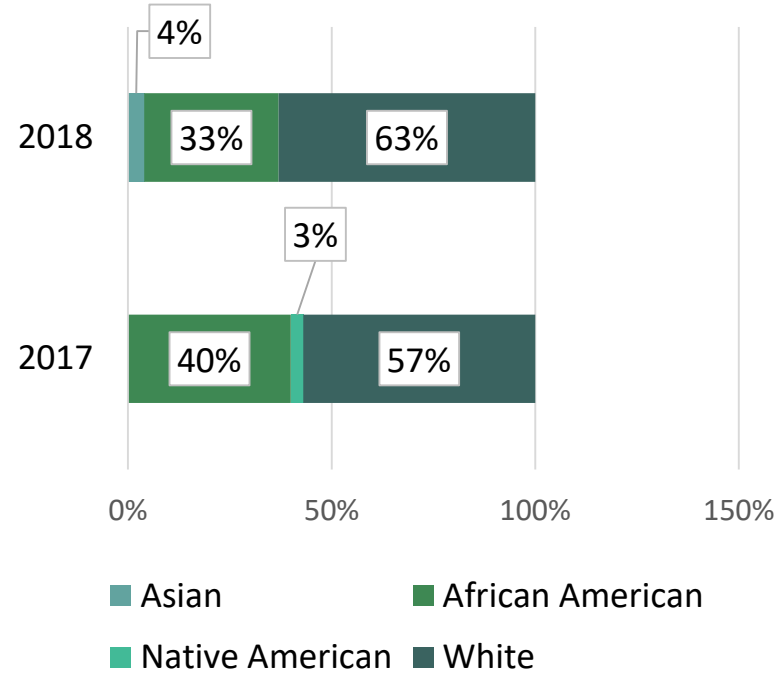
JISP Demographics for 2017 and 2018

Gender



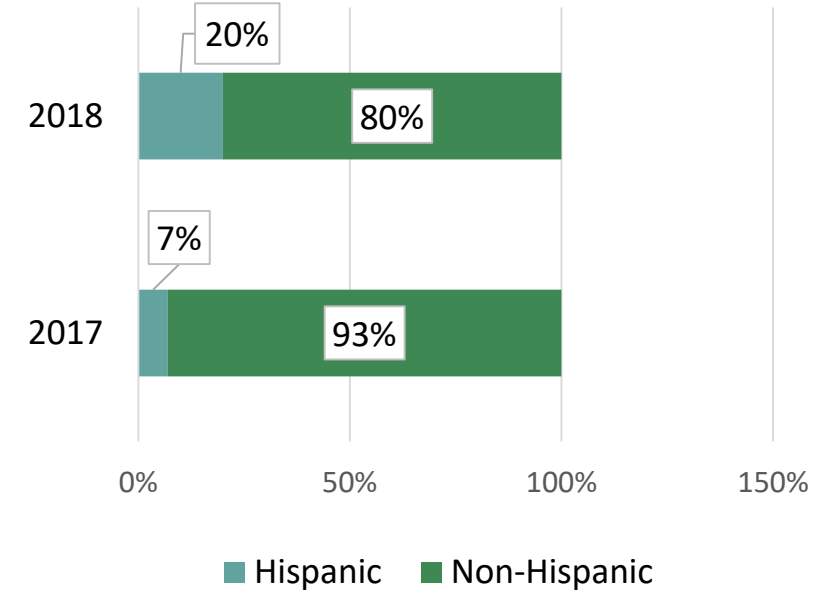
	2017	2018
Males	20	23
Females	10	4

Race



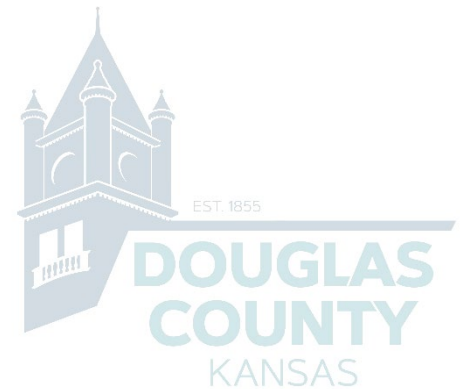
	2017	2018
African American	12	9
Asian	0	1
Native American	1	0
White	17	17

Ethnicity



	2017	2018
Hispanic	1	4
Non-Hispanic	29	23

The future of the Juvenile Detention Center



Juvenile Justice Reform in Kansas

- Juvenile Detention Alternatives Initiative (JDAI) beginning 2011
- Piloting of a Detention Risk Assessment Instrument began in 2012
- 2014 House Bill 2588: limits on CINC in JDC, alternative adjudication, raised waiver age 10 to 12, authorize risk assessment by courts, changes to JCF admission, study of YRCII
- 2015 House Bill 2336: require risk assessment by courts, house youth waived to adult status in juvenile facility
- Council of State Governments study presented March of 2015
- June 2015 the leadership of Executive, Judicial and Legislative branch establish Juvenile Justice Workgroup and recommendations in December 2015
- 2016 Senate Bill 367: comprehensive reform
- 2017 Senate Bill 42: “trailer bill” to SB367

Examples of New or Changed Policy

- School and LEO collaboration on referrals to juvenile justice
- Notice to appear
- Detention Risk Assessment
- Immediate Intervention
- Removal of CINC from Detention
- Investment in Evidence based program and practices
- Graduated Responses
- Earned Probation Discharge
- Length of probation and case caps
- Reduced use of placements
- Commitments to JCF
- Waiver to Adult System
- Monitoring of implementation

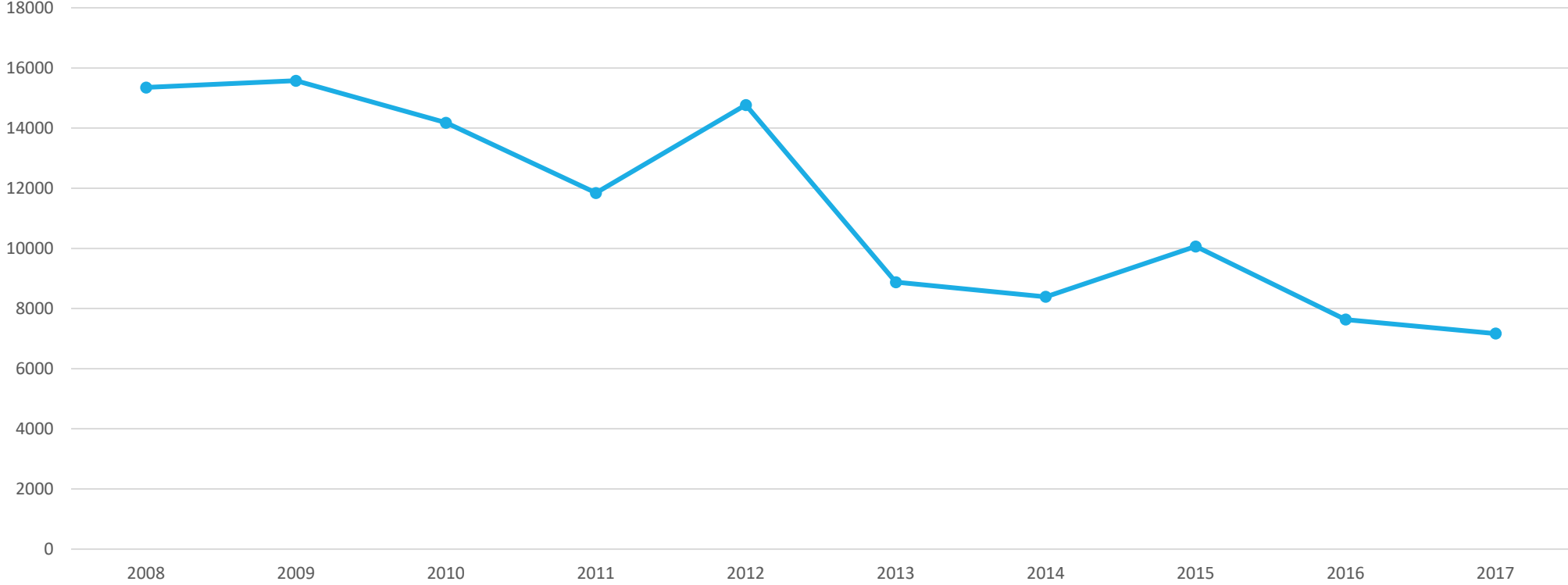
Kansas Data Trends

As the next few slides illustrate, since 2008 Kansas continues to see declines at nearly all measurable contact points in the juvenile justice system.

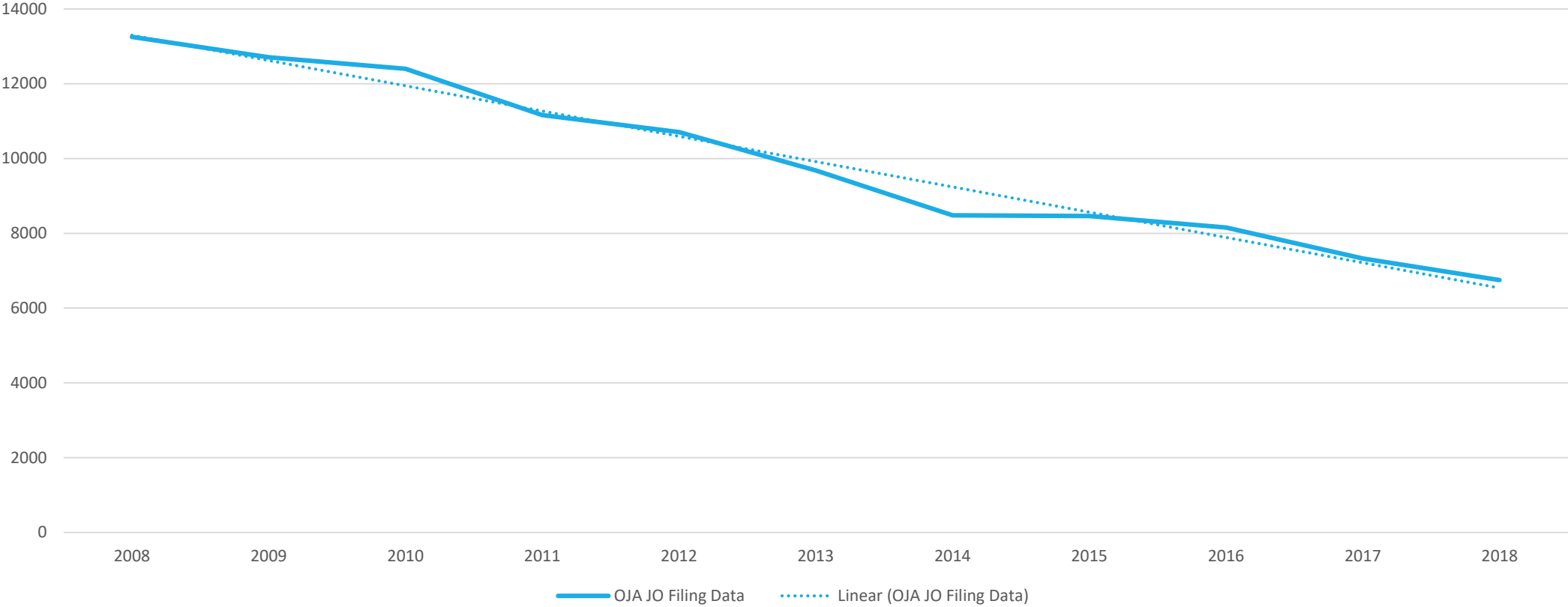
- Less Arrests by LEO
- Reduce Juvenile Offender Case Filings
- Less kids presented to Juvenile Intake (except FY17 to FY18)
- Fewer kids on Executive Branch Probation
- Declines in youth securely confined at Juvenile Correctional Facility

Kansas Juvenile Offender Arrests

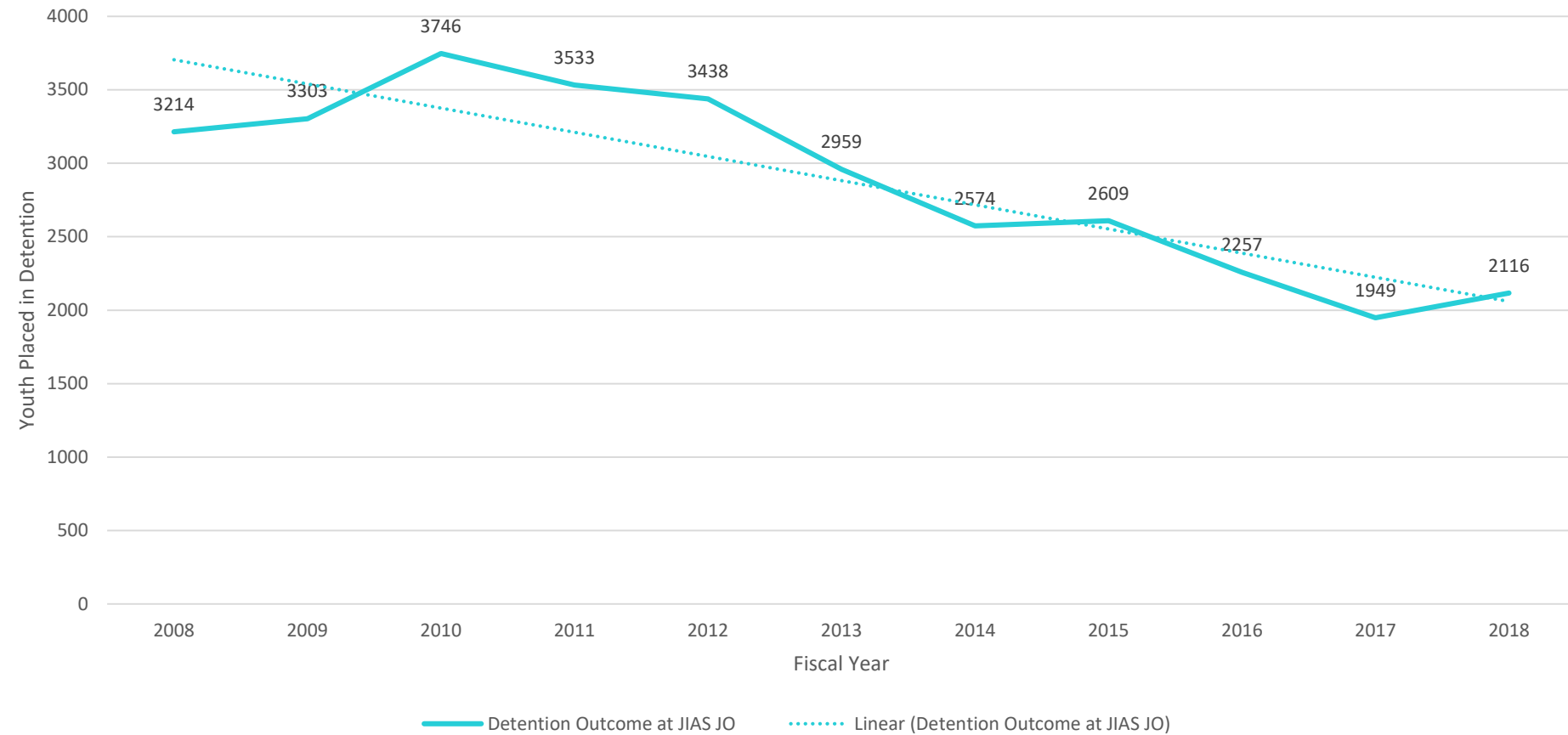
Source: Kansas Bureau of Investigation



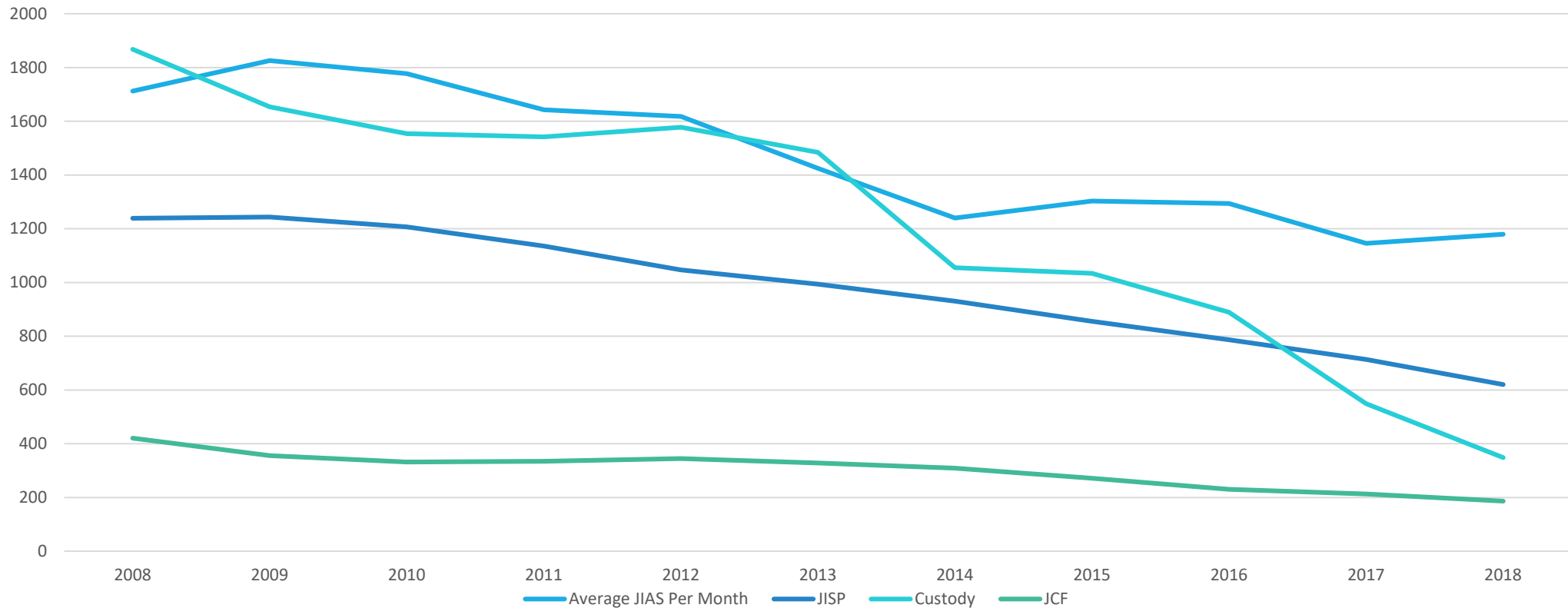
Kansas Juvenile Offender Court Filings



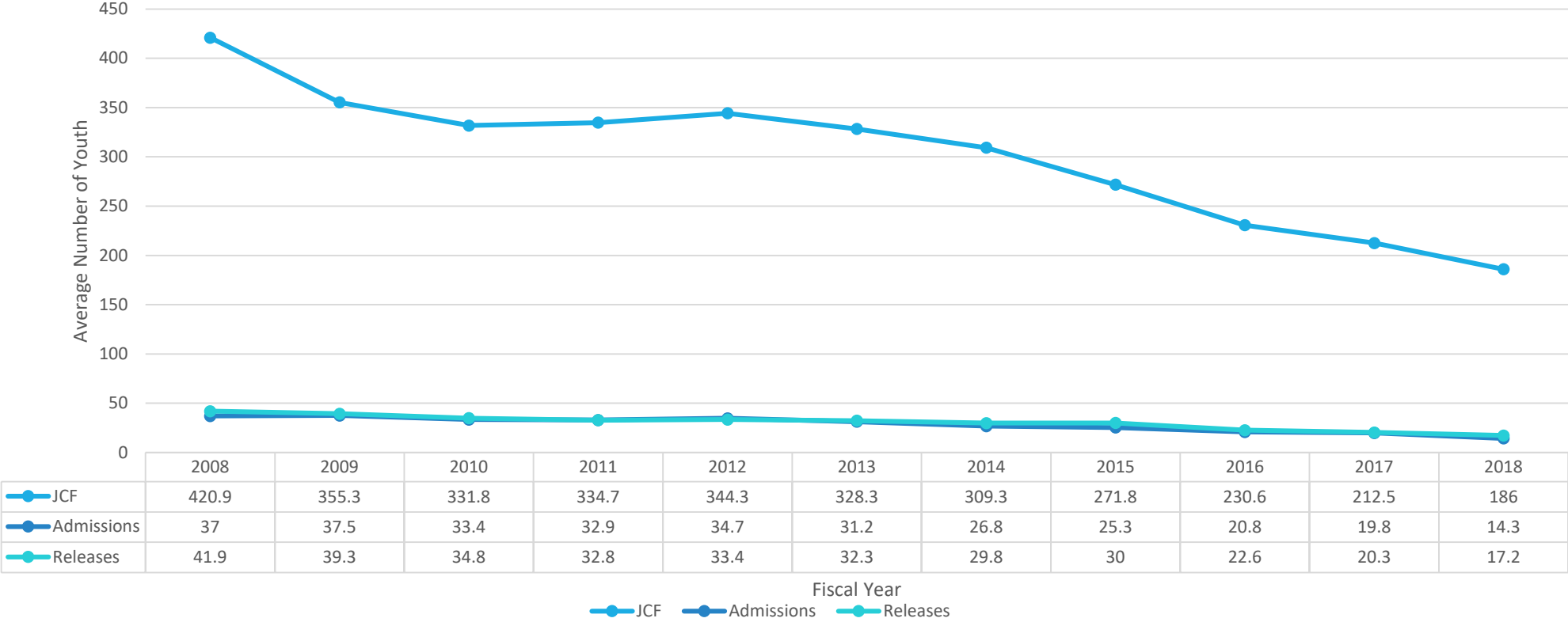
Kansas Detention Placement of Juvenile Offender after Juvenile Intake and Assessment



Kansas Graduated Sanction (JISP) Caseloads



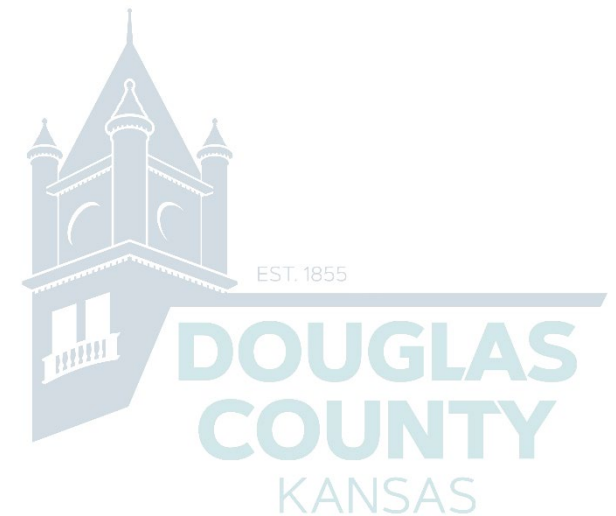
Kansas Juvenile Correctional Facility Population



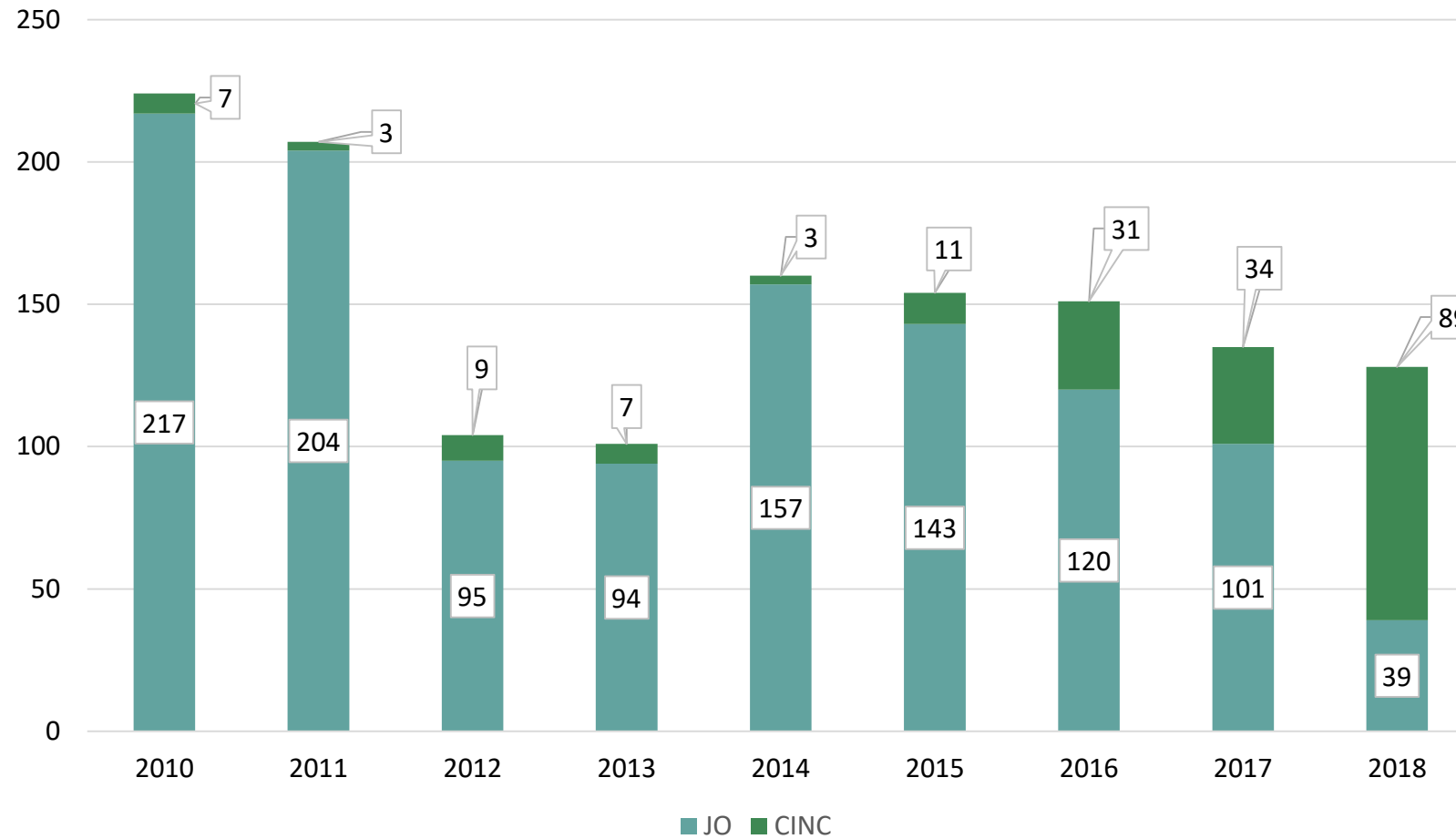
Juvenile Detention

A secure public or private facility which is used for the lawful custody of accused or adjudicated juvenile offenders under 16 years of age pending court disposition.

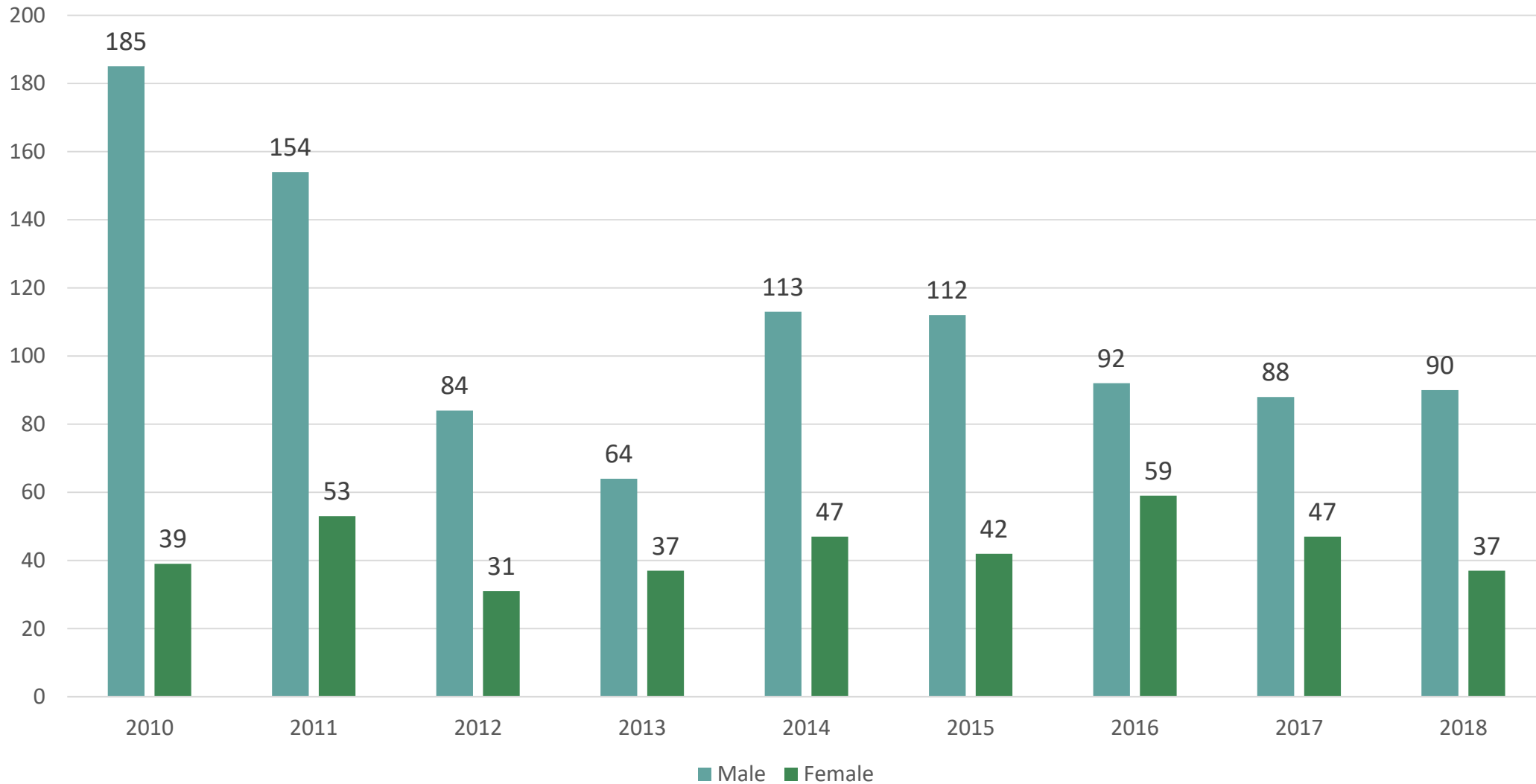
(Est. Douglas Co. March 1995)



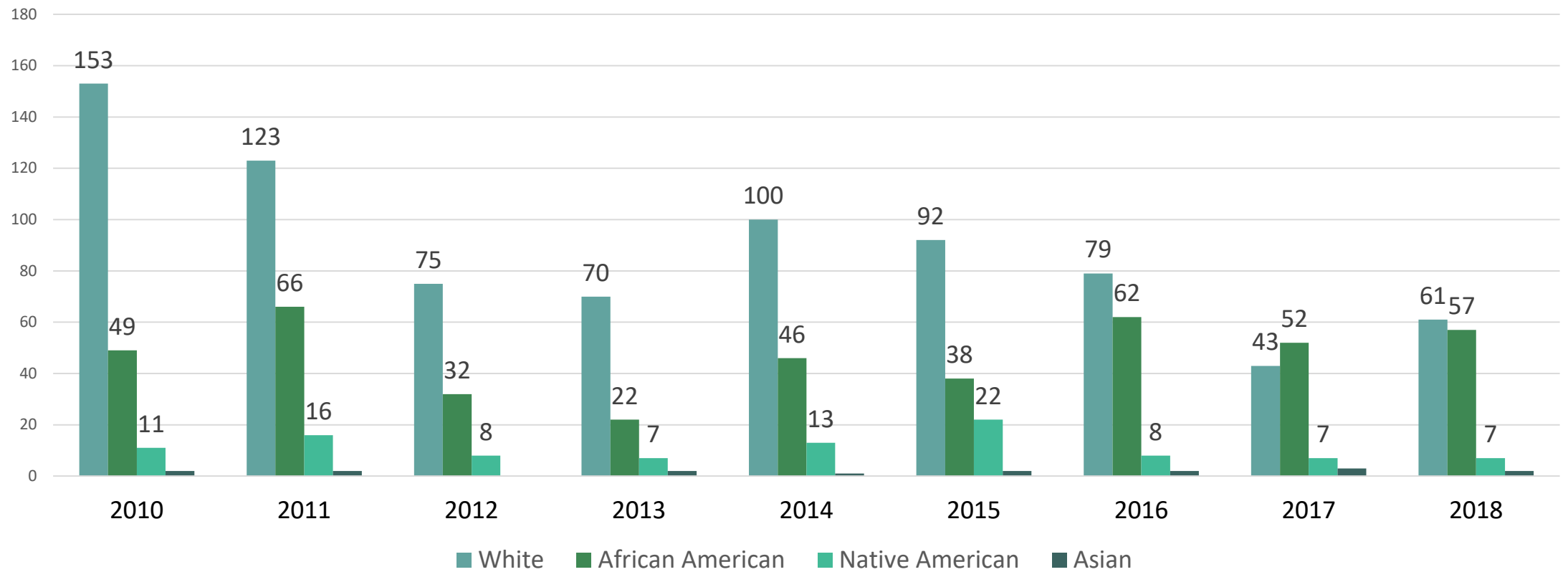
Juvenile Detention Admissions – CINC vs JO



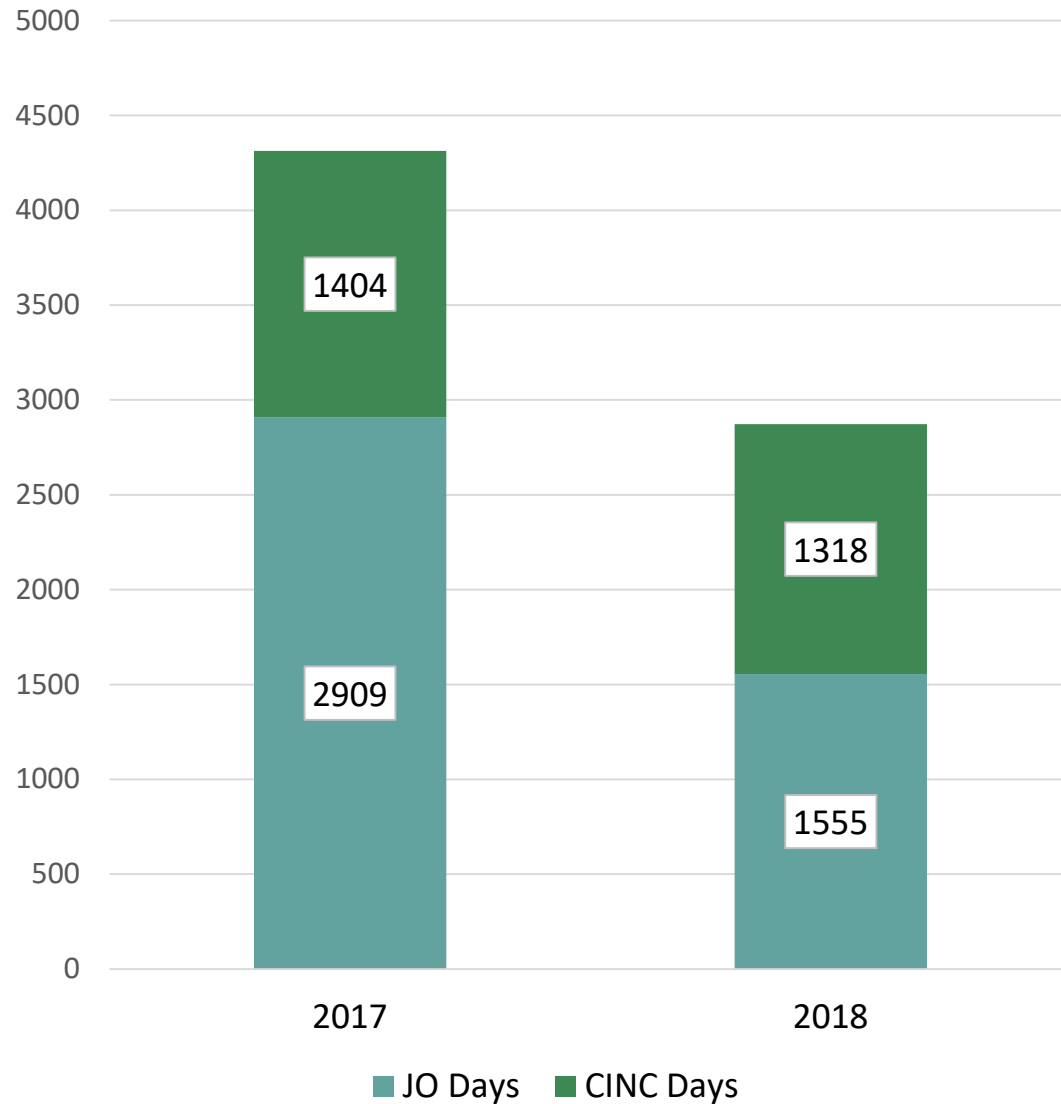
Juvenile Detention Gender Trends



Juvenile Detention Race Trends 2010-2018



Total Days Comparison 2017 and 2018



Total Detention Days

2017: 4313

2018: 2873

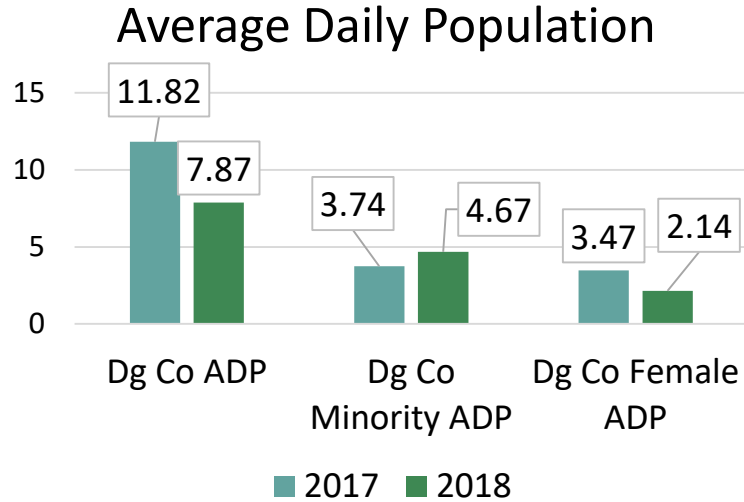
There was a 53% decrease in JO Days from 2017 to 2018

There was a 64% decrease in total days from 2017 to 2018

Juvenile Detention Statistics

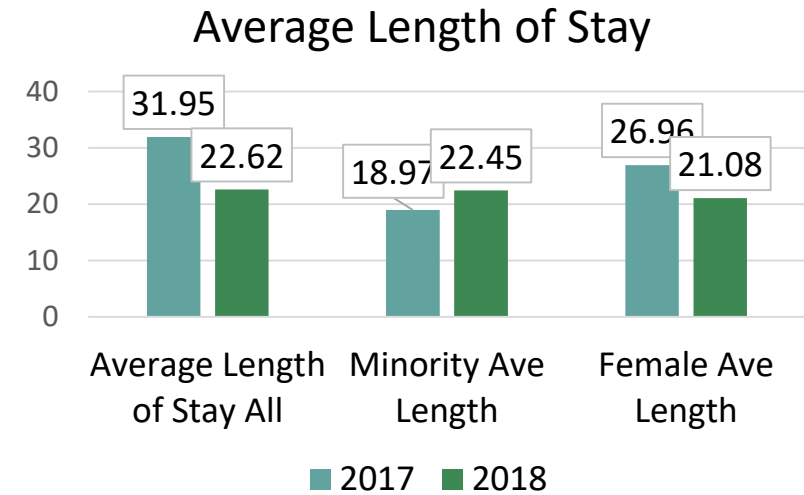
Using Total Days by Population:

Comparing 2017 and 2018



	All	YOC	Female
2017	135	72	47
2018	127	76	37

The ADP for 2018 decreased by 50% from 2017
The Youth of Color ADP increased by 18% from 2017

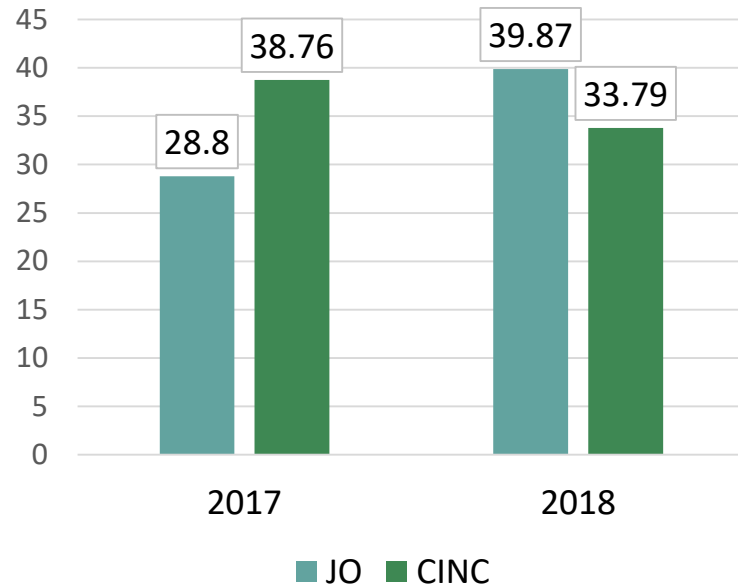


	All Days	YOC Days	Female Days
2017	4313	1366	1267
2018	2873	1706	780

The ALOS for 2018 decreased by 41% from 2017
The Youth of Color ALOS Increased by 18% in 2018

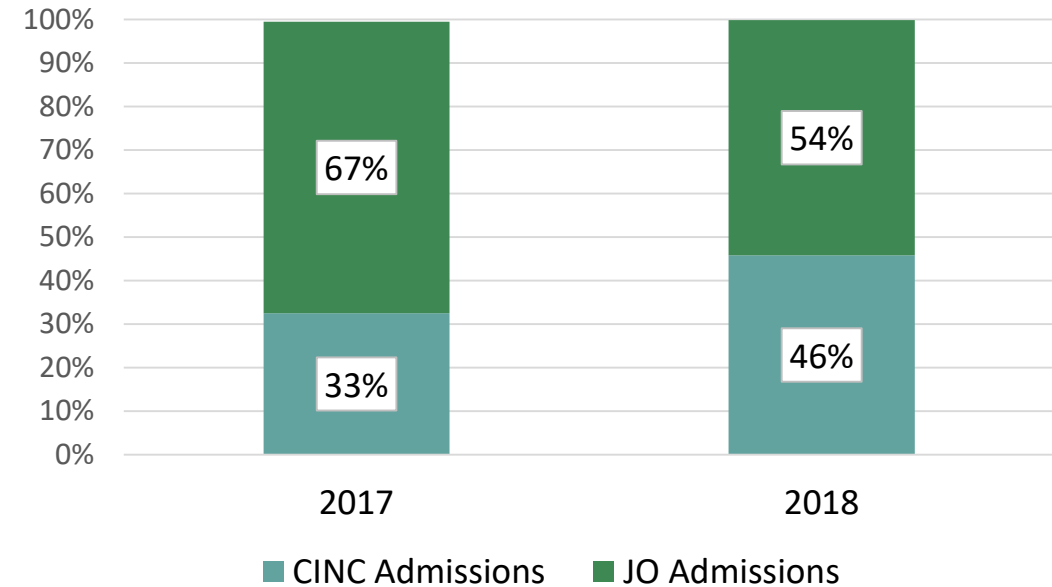
Breakdown of CINC vs. JO Admissions

Average Length of Stay



	JO count	CINC Count
2017	101	34
2018	39	89

Total Admissions



	JO Days	CINC Days
2017	2909	1404
2018	1555	1318

Alternative uses for the JDC Building?

- Secure Care
- Crisis Center Beds - juveniles
- Day or evening reporting program
- Inpatient treatment program

Why not use the Juvenile Detention for Adults?

If we use the facility for adult inmates we would need to remove all juvenile programs from the building to comply with the:

Juvenile Justice and Delinquency Prevention Act; (1974, Reauthorized 2018) one of the original intents of the JJDPa was to safeguard all pre-adjudicated youth under the age of 18 by ensuring they have **no sight or sound contact with adults inmates**. Under "sight and sound," **children cannot be housed next to adult cells**, share dining halls, recreations areas, or any other common spaces with adults, or be placed in any circumstances that could expose them to threats or abuse from adult offenders.

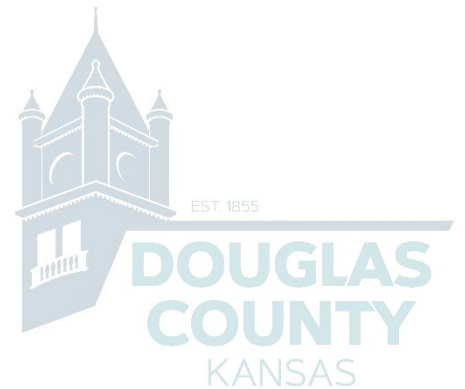
The act also differentiates between the needs of adults and the needs of children and youth who come into contact with the justice system channeling youth into a separate system to specifically address such needs, including the need for **youth to be protected from the dangers of adult jails**

JDC Staff Non Detention Responsibilities:

- Booking and fingerprinting all alleged juvenile offenders
- Day School supervision and support
 - 4:00 pm after school (work) monitoring
 - 8:00 pm after school behavior monitoring and transportation
- Monitoring electronic monitoring clients
 - Responding to BI alerts
 - Contacting LEO for welfare checks on victims when EMD clients enter exclusion zones
 - Check in EMD equipment on evenings/weekends
 - Assist EMD with new batteries or equipment issues evening/weekends
- Performing intakes and Assessments on youth brought to intake by LEO when on-call staff unavailable.
- Conducting evening and weekend surveillance on juveniles assigned to CJS supervision.
- Assist with Crossroads and Strengthening Families Programs Facilitation

Secure Care

A secure youth residential facility used to provide care and treatment for alleged or adjudicated children in need of care pursuant to the Kansas code for the care of children.



Why Secure Care?

- 3 Secure Care Programs

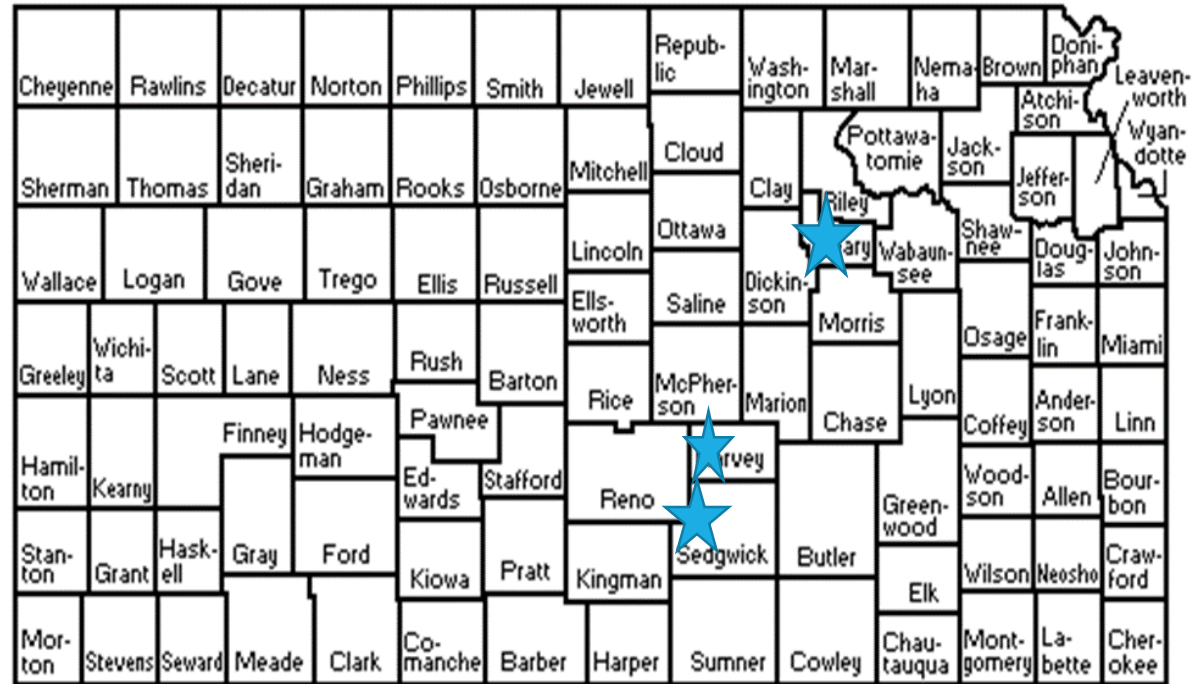
Sedgwick County

St Francis

Harvey County

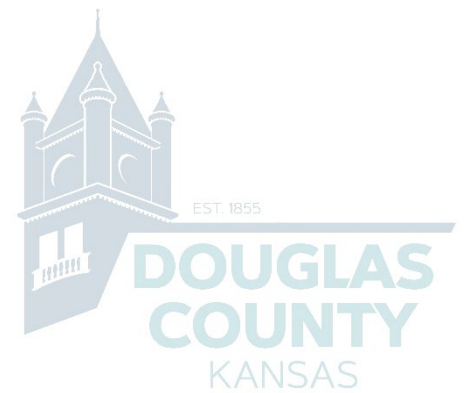
Ember Hope

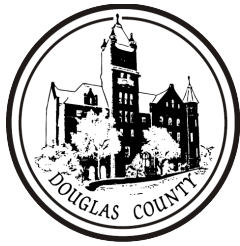
Geary County



*No Secure Care facilities for youth in Northeast Kansas

Questions?





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, Interim County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Recommendation of Contract for AC/Heating Upgrades

DATE: April 17, 2019

Funds were allocated in Capital Improvement Projects to upgrade seven residential heating and a/c systems at the fairgrounds. An alternate to upgrade three systems at the Hillcrest Wrecker building was included to be awarded depending on available funds.

Two bids were received in response to our solicitation: Spurling Mechanical and Scott Temperature. The table below summarizes the original bids:

	Spurling Mechanical	Scott Temperature
Base Bid (7 units)	\$60,256	\$49,782
Alternate Bid (3 units)	No response	\$17,970
Guaranteed Number of Days to Install	14 days	15 working days
TOTAL COST	\$60,256	\$67,752

During the evaluation process we contacted Spurling Mechanical to clarify their bid and was told the base bid included the cost of the alternate which was original submitted incorrectly. Spurling provided the breakdown of \$42,179.20 for the base bid and \$18,076.80 which matched their total cost of \$60,256. The bid submitted by Scott Temperature had an exception to the requirements that would increase the County's cost slightly. The Board has the authority to accept changes provided it does not impact the original cost submitted at the bid opening.

It is staff's preference to accept the base and alternate bid from the low bidder. Dave Sparkes will be available at the meeting to answer any questions you may have.

RECOMMENDATION: The Board of County Commissioners accepts the base and alternate bid from Spurling Mechanical in the amount \$60,256 for heating and a/c system upgrades.



DOUGLAS COUNTY, KANSAS
Administrative Services
Division of Purchasing
1100 Massachusetts, Unit 5
Lawrence, KS 66044-3064

RFB NO: 19-F-0011
DATE: March 13, 2019
PURCHASING DIRECTOR:
Jackie Waggoner, CPPB, C.P.M.
PHONE NO: (785) 832-5286
FAX NO: (785) 838-2480
EMAIL: jwaggoner@douglas-county.com

RETURN RFB NO LATER THAN:
OPENING DATE: April 10, 2019
OPENING TIME (Central Time): 3:00 p.m.

RETURN RFB TO:
Douglas County Clerk's Office
1100 Massachusetts
Lawrence, KS 66044

DESCRIPTION: Residential AC & Heating Upgrades – Multiple Locations

PREBID CONFERENCE AND SITE TOUR: Monday, March 25, 2019 at 10:00 a.m. (CT); Mandatory

To respond to this RFB

INVOICE DISCOUNT TERMS

Is a discount offered for prompt payment of invoices? YES ☐ NO ☐. If yes, please complete information below.

VENDOR TERMS: _____ %

DISCOUNT PERIOD _____ **DAYS**

NET _____ **DAYS**

BY

THE BOARD OF COUNTY COMMISSIONERS

Michelle Derusseau, Chairman
Patrick Kelly, Vice Chairman
Nancy Thellman, Member

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1. General Requirements

Douglas County, Kansas is soliciting bids for seven residential heating and a/c systems at the fairgrounds. One other locations will be considered as alternates and will be awarded depending on available funding. Minimum specifications and existing equipment list is provided within these documents.

1.1 Scope of Work

Contractor will be responsible for all cost required to complete the work described in the specifications and drawings. All work shall be performed in accordance with the current mechanical codes, rules, and regulations per local codes.

All material and equipment shall be new. Demo, used, or remanufactured models are not acceptable. Proposed prices must include labor, materials, tools, equipment, delivery, removal and disposal of existing unit(s), and other cost necessary for a turnkey installation. Manufactures warranty must be included as an attachment to the bid.

Specifications and literature of the unit bid must accompany the bid. A complete list identifying special tools, testing, and diagnostic equipment required to troubleshoot, service, and maintain and overhaul any unit shall be provided.

1.2 Contact Information

David Sparkes, Douglas County Buildings and Grounds, (785) 832-5330 or (785) 330-4556, dsparkes@douglascountyks.org.

All inquiries concerning this Request for Bid (RFB) are to be directed to David Sparkes. All inquiries/questions requiring a formal interpretation must be submitted in writing via email no later than 5:00 p.m. (central time) **March 22, 2019**. Responses to questions and any items discussed at the mandatory pre-bid conference will be issued in the form an addendum by **April 1, 2019**.

1.3 Insurance

The awarded bidder will be required to purchase and maintain Comprehensive General Liability Insurance during the life of the contract with limits of not less than those set forth below:

Comprehensive General Liability Insurance:

A minimum of bodily injury liability limits of \$500,000 each occurrence, property damage liability of \$100,000 each occurrence, and \$100,000 aggregate with respect to those coverages subject to an aggregate limit.

The awarded contractor must furnish an insurance certificate to the county indicating such coverage.

Workers' Compensation Insurance: Statutory coverage.

The awarded bidder shall provide the county with Certificate of Insurance evidencing the coverage required above. Bidder must provide certification of insurance before commencing work in connection with the contract. Failure to provide and continue in force such insurance shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

1.4 Permits, Taxes, Licenses, and Bonds

All applicable sales and use taxes, permit fees (if applicable), licenses, will be paid for by Contractor. The County will issue the awarded Contractor a project tax exemption certificate.

1.5 Warranty

Awarded Contractor shall warrant under the specification against defects in material and workmanship. At a minimum, all parts and labor shall be warranted for twelve (12 months, or per manufacturer's warranty (whichever is longer), unless additional warranty is required per specifications.

1.6 Submittals

Shop Drawings: The awarded contractor shall prepare drawings in accordance with shop drawings in each specification section. These drawings must meet specifications defined herein and be approved by County project manager and Smith & Boucher before proceeding.

1.7 Pre-Bid Conference (Mandatory)

Interested parties are required to attend a pre-bid conference which will be held on **Monday, March 25, 2019 at 10:00 a.m.**, Flory Meeting Hall, 2120 Harper Street, Lawrence, KS. There is one other locations: Hillcrest Wrecker, 3700 Franklin Park Circle where there is three units (equipment to be identified in addendum for alternate bid). The pre-bid conference will allow you the opportunity to ask questions and view the equipment. Vendors are responsible to confirm existing conditions and dimensions. Attendance is **mandatory** to submit a bid.

1.8 Travel

Statement of Work includes ALL COSTS required for the successful completion, including meals, travel, lodging, and per diem for the staff needed.

1.9 Site Access

Awarded contractor will have access to the site between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, holidays excepted. Weekend or after hours may be arranged through the Maintenance Director, David Sparkes.

1.10 Compliance with Specifications

Minimum specifications are provided. If there is any deviation or exception to these specifications they **must** be listed on a separate sheet, clearly labeled as "**Exception to the Specifications**" and identified.

1.11 Submission

Bids must be submitted to the **Douglas County Clerk, 1100 Massachusetts (1st floor), Lawrence, KS 66044-3095** by the date and time indicated on the cover page and signed by an authorized agent of the submitting firm.

1.12 Opening

Bids will be opened at the date, time, and place listed on the cover page. Bids are made public record at the time of opening.

1.13 Kansas Legal Requirement

All successful bidders and their subcontractors, whether they be individuals, partnerships, firms, corporations or other associations of persons, must comply with all applicable Kansas laws, including, as applicable, registration with the Secretary of State, registration with the Secretary of Revenue for each contract or subcontract that exceeds \$10,000 (K.S.A. 79-1008 to 79-1015, as amended), execution and filing with the Secretary of Revenue of a good and valid bond in a surety company authorized to do business in the state in an amount of at least \$1,000 (id.), appointment of the Secretary of State as its agent for tax purposes (id.), and appointment of an agent for service of process who is a resident of the State of Kansas (K.S.A. 16-113).

1.14 Ambiguity, Conflict, Errors

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFB he/she shall immediately notify Douglas County in writing of such error and request a modification or clarification of the document. Modifications will be issued in the form of an addendum and distributed to all interested parties.

1.15 Project Timetable

Bidders responding to this solicitation will be required to identify their projected timeframe for this project. It is the County's intent to schedule the installation as soon as possible. The awarded contractor will be responsible for coordinating with the County Project Manager the best approach for installation of equipment.

1.16 References

Provide a minimum of three references to include company name, contact person, telephone number, and number of years service has been provided, on a similar scope of contract as that being requested.

1.17 Contract Termination

Termination for Convenience: The County may terminate this contract, in whole or in part, without showing cause, by giving written notice to the Contractor stating when the termination shall become effective. The County shall pay all reasonable cost incurred by the Contractor up to the date of termination. The Contractor will not be reimbursed for any anticipatory profits which have not been earned to the date of termination.

Termination for Default: When the Contractor has not performed or has unsatisfactorily performed the contract, payment will be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill contractual obligations shall be considered just cause for termination of the contract and the Contractor is not entitled to any cost incurred by the Contractor up to the date of termination. However, revenue generated up to the date of termination must be paid by the Contractor.

1.18 Completion Requirements

Complete in full the Bidder's Bid Sheet (enclosed). Bids submitted without complete minimum information requested will be considered non-responsive and excluded from consideration for contract award.

1.19 Evaluation Criteria

Evaluation criteria will include (but may not be limited to the following items; not prioritized):

- 1) Experience and qualifications of the vendor
- 2) Costs
- 3) Schedule (project timeline)
- 4) References
- 5) History with vendor and/or equipment
- 6) Exception to specifications

The Board of County Commissioners reserve the right to accept or reject any bid received, all of or part of any bid received, and to waive minor technicalities in bids received.

1.20 Contract Award

A contract will be awarded to the bidder submitting the best bid as determined by the officials of Douglas County in accordance with the evaluation criteria listed above.

1.21 Payment

Payment will be made within thirty (30) days of acceptance of work. Invoices should be submitted to Douglas County Purchasing, 1100 Massachusetts, Lawrence, KS 66044-3064. The County may agree to progress payments based upon material purchased and/or percentage of work completed. This will be finalized with the awarded contractor. Acceptance of work will be contingent upon verifying that work is in substantial conformance with requirements.

1.22 Owner's Responsibilities

The owners shall take responsibility of any repairs or replacements necessitated by reason of malicious damage, fire (including electrical), vandalism, and misuse which result of causes beyond the awarded contractor's control.

1.23 Contractor's Responsibilities

The successful contractor will be responsible for procuring the materials, and coordinating the installation schedule with the County. Contractor will be responsible for obtaining necessary

permits and certificate of insurance (copies must be filed in the Douglas County Purchasing Office).

Liquidated Damages

Time of installation will be considered in the evaluation process. Bidders must submit an estimated timeline from date of award. Such timeline should include a guaranteed not to exceed number of days following award. This date may be subject to liquidated damages in the amount not less than \$100 per day for each exceeding the guarantee number of days (following award) to complete installation may be assessed against the successful contractor.

1.24 On Site Storage

The County will provide a designated area for the Contractor to store equipment and/or material. This area will be identified at the mandatory pre-bid conference.

1.25 Cleaning up the Site

Upon completion of the Work, the Contractor must thoroughly clean up the project site. The Contractor shall remove all equipment, unused materials, to provide a neat and uniform site at the end of each work day. Cardboard material may be disposed of in a designated bin onsite. All other equipment and materials being disposed of must be hauled off by the Contractor.

All damaged or altered existing structures or property, as a result of the Work, shall be corrected at no additional cost to the County.

1.26 Inspection

All material and workmanship will be subject to inspection and/or testing. The Owner will have the right to reject defective or inferior material or workmanship and require correction of such without additional cost to the Owner.

1.27 Prime Contractor

If the bid is based on a combination of services from more than one vendor or corporate entity, one vendor shall be designated in the bid as the "Prime Contractor". The contract will be awarded only to the Prime Contractor who will be held responsible for the performance of all the vendors participating in the bid. The Prime Contractor will be responsible for all aspects of the contract.

1.28 Non-Payment

The Owner/Smith & Boucher may inspect the project to ensure that the Contractor is performing in accordance with the terms of this contract. If the performance requirements are not met, or the Contractor is in default of its obligations, then the Owner reserves the right to withhold payment until Contractor diminishes such or replacement.

Douglas County, KS
Div. of Purchasing
1100 Massachusetts
Lawrence, KS 66044

Request for Bid No. 19-F-0011
Residential AC & Heating Upgrades – Multiple Locations
General Requirements
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1.29 Project Timetable

Tentative timeline:

Issue – Mail RFB	March 13, 2019
Pre-Bid Conference	March 25, 2019 at 10:00 a.m. (mandatory)
Question Deadline	March 22, 2019 at 5:00 p.m.
Addendum Issued (if applicable)	April 1, 2019
Open RFB's	April 10, 2019 at 3:00 PM (CT)
Approval	Mid-Late April
Begin Project	As soon as possible

1.30 Pricing

All prices proposed shall be valid for ninety (90) days from closing date.

2. Specifications

Specifications for replacement of 6 furnace and a/c units at the fairgrounds community building, and (1) 5 ton ahu with air conditioning.

Contractor is to match new equipment sizes (following is an equipment list; alternate equipment will be identified in the addendum) to existing equipment using the specifications below. Contractor is required to provide materials and labor for tear out of old equipment and installation of new equipment in accordance with all local mechanical codes.

In areas that have 80% furnaces, the contractor will use concentric vents to utilize the same roof penetrations. Where possible, the maintenance office for example, the vents can be taken out the side of the building.

Contractor will be responsible for tying equipment into the temperature control system and making sure the system operates properly.

Contractor will be responsible for start-up in both heating and air conditioning modes.

Douglas County will be responsible for reclaiming of refrigerant and hauling off the old equipment.

Equipment brand to be used for the proposal is Carrier.

Air handler (1) will be Carrier Series #FX4D

Furnaces (6) will be series #59SC2, 90% efficient with single stage gas valve and fixed speed blower motors.

A/C units (7) will be series #24ACC6, 16 SEER efficiency rating single speed compressor.

New evaporator coils are to match condensers for efficiency.

A new refrigerant line set will also be required.

Douglas County, KS
Div. of Purchasing
1100 Massachusetts
Lawrence, KS 66044

Request for Bid No. 19-F-0011
Residential AC & Heating Upgrades – Multiple Locations
Specifications
Page 10 of 17

FAIRGROUNDS EQUIPMENT LIST (equipment for alternate bid will be identified in the addendum):

Community Building,

Unit #1	Unit #2	Unit #3	Unit #4
Carrier			
Furnace;			
M# 58MXA080-20	M# FB4ANF060	M# 58MXA060-12	M# 58MXA080-20
S#0300A01374	S# 0401A75063	S# 0900A13793	S# 4499A01469
Condenser			
M# 38TZA048300	M# 38TXA060320	M# 38TZA024300	M# 24ABB342A300
S# 0799E05611	S#2601E04566	S# 1499E03785	S# 1216E09136

Unit Heaters;

Unit #1	Unit #2	#3	#4	#5
Sterling				
M# TF-300	M# TF-300	M# TF-300	M# TF-300	M# TF-300
S# C00072973002	S#C00072973007	S# C00072973005	S# C00072973001	S# C00072973004

Unit #6	Unit #7
M# TF-300	M# TF-300
S# M99047580025	S#M99047580026

MAINTENANCE BUILDING Lennox #40uh-36a-070-07 furnace #10acc-036-02 condenser

Document storage

East unit Lennox #4-uh-60d-155-07 Furnace #hs260603p condenser

West unit Lennox #4-uh-60d-155-07 Furnace #hs260603p condenser

Douglas County, KS
Div. of Purchasing
1100 Massachusetts
Lawrence, KS 66044

Request for Bid No. 19-F-0011
Residential AC & Heating Upgrades – Multiple Locations
Bid Sheet
Page 11 of 17

3. Bid Sheet

Proposed cost for labor, material, and equipment to complete scope of work defined in the attached specifications.

Base Bid for seven (7) Carrier units installed per plans and specifications:

\$ _____

Alternate #1 for three (3) Carrier units at Hillcrest Wrecker

\$ _____

Identify guaranteed number of days _____ to complete installation following award (may be subject to liquidated damages; see 1.25)

Provide Project Timetable (see 1.15)

Provide References (see 1.16)

Identify any subcontractors if applicable (see 1.27)

Submitting Firm: _____

Address: _____

County: _____ State: _____ Zip: _____

Authorized Representative (print): _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Information:

Name: _____

Title: _____

Email: _____

Phone: _____

4. Terms and Conditions

1. **SCOPE:** The following terms and conditions shall prevail unless otherwise modified by Douglas County within this bid document. Douglas County reserves the right to accept or reject any or all bids received.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term “bid request” means a solicitation of a formal sealed bid.
 - b. The term “bid” means the price offered by the bidder.
 - c. The term “bidder” means the offerer or vendor.
 - d. The term “County” means Douglas County, Kansas.
 - e. The term “Board of County Commissioners” or “BOCC” means the governing body of Douglas County, Kansas.
3. **COMPLETING BIDS:** It is preferred that bids be submitted on the forms (or reproductions thereof) provided in this document. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid must be signed by the authorized bidder and required information must be provided.
4. **CONFIDENTIALITY OF BID INFORMATION:** Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope or container marked “literature for RFB (Number).” Do not indicate bid prices on literature.
5. **ACCURACY OF BID:** Each bid is publicly opened is made a part of the public record of the County. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the Douglas County Clerk’s Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, KS 66044, prior to the date and time indicated on the cover sheet. Facsimile or FAX bids are accepted only when it is so indicated in the bid documents.
7. **ADDENDA:** All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgment of receipt of each addendum must be submitted with the bid.
8. **LATE BIDS, CHANGES OR WITHDRAWALS:** Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened. **Douglas County does not**

receive a morning mail delivery from the U.S. Post Office. Mailed bids should be posted in time to arrive at Douglas County the day before the scheduled bid opening.

Bids may be changed or withdrawn prior to the bid opening. All such transactions must be submitted in writing and received by the County Clerk's Office prior to the bid deadline. Changes or withdrawals may be made after the bid deadline only with the approval of the Board of County Commissioners. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted.

9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted by the County within thirty (30) calendar days after the bid opening.
10. **EQUIVALENT BIDS:** When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style, and features. Bid on equivalent items of substantially the same quality, style, and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be supplied at no charge to the County.
11. **NEW MATERIALS, SUPPLIES OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class, in every respect and suitable for their intended purpose. All equipment shall be assembled, fully serviced and ready for operation when

delivered.

12. **WARRANTY:** Products or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other clause of this bid. The County reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
13. **BID EVALUATION:** Bids will be evaluated on the basis of suitability of the product or service for the purpose for which bids are being requested: price, warranty, service, delivery, and on any other basis specified in the bid documentation. Minor deviations from the bid specifications may be allowed when clearly identified. Douglas County reserves the sole right to determine when and if "minor" deviations will be allowed.
14. **ALTERNATIVE BIDS:** Bidders are encouraged to submit alternative bids if they believe a different product or service will best suit the needs of Douglas County. If a bidder submits an alternative bid for evaluation, the bid must be clearly marked as an "Alternative Bid." If a bidder submits an alternative bid, the bidder should also submit a bid in conformance with the bid specifications when possible.
15. **METHOD OF AWARD AND NOTIFICATION:** Bids will be evaluated and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications or purpose for which bids are being requested

and whose bid is considered to be the best value in the opinion of the County.

The County reserves the right to accept or reject any or all bids and any part of a bid; to waive informalities, technical defects, and minor irregularities in bids received; and to award the bid on an item by item basis, by specified groups of items or to consider bids submitted on an “all or nothing” basis if the bid is clearly designated as such or when it is determined to be in the best interest of the County.

The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the County of a Purchase Order or other contractual document.

16. **DELIVERY TERMS:** All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.

17. **DAMAGED AND/OR LATE SHIPMENTS:** The County has no obligation to accept damaged shipments and reserves the right to return at the vendor’s expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Vendor is responsible to notify the County Purchasing Office of any late or delayed shipments. The County reserves the right to cancel all or any part of an order if the shipment is not made as promised.

18. **CREDIT TERMS:** Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.

19. **SELLERS INVOICE:** Invoices shall be prepared and submitted in at least two copies to the address shown on the Purchase Order or bid document. Separate invoices are required for each Purchase Order or bid document. Invoices shall contain the following information: Purchase Order Number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

20. **TAX EXEMPT:** The County and its agencies are exempt from State and local sales taxes by K.S.A. 79-3606 as amended. Situs of all transactions under the order(s) that shall be derived from this request shall be deemed to have been accomplished within the State of Kansas.

21. **SAFETY:** All practices, materials, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

22. **DISCLAIMER OF LIABILITY:** The County, or any of its agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.

23. **HOLD HARMLESS:** The contractor agrees to protect, defend, indemnify and hold the Board of County Commissioners, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with

or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

24. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

25. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

Contract

THIS AGREEMENT, made and entered into this **24** day of **April, 2019**, by and between **Douglas County**, Party of the First Part hereinafter referred to as the Owner, and

Residential AC & Heating Upgrades @ Fairgrounds & Hillcrest Wrecker Bldg. - \$60,256_____

Spurling Mechanical_____

of **Lawrence, KS**, Party of the Second Party and hereinafter referred to as the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with the law, specifications, terms and conditions, and other contract documents for the purchase herein described and has approved the adopted said documents in connection with Douglas County, Kansas Request for Bids No.19-F-0011 in accordance with the terms of this contract; and,

WHEREAS, the said contractor, has submitted to the Owner, in the manner and at the time specified, a sealed bid; and

WHEREAS, the Owner in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted in response to the invitation therefore, and as a result of such canvas has determined and declared the aforesaid Contractor to be the best bidder for the service and has duly awarded to the said Contractor therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner of itself and its successors, and the Contractor for itself, himself, or themselves, or its, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE 1. It is hereby mutually agreed, that for and in consideration of the sum or sums to be paid the Contractor by Owner as set forth in the Contract Documents, Contractor shall furnish all units, supplies, equipment, accessories and services as set forth in the Contract Documents, ready for use, and in strict accordance with the contract specifications and the Contract Documents. In the event of any conflict between the Request for Bids, including the Standard Terms and Conditions, and Contractor's Response thereto, as modified by any specifically negotiated terms, and any separate agreement or contract prepared by Contractor, the terms of Request for Bids, including the Standard Terms and Conditions, and Contractor's response thereto shall control. For this purpose, the term "Contract Documents" shall mean the Owner's Request For Bids, including the Standard Terms and Conditions, Contractor's Response thereto, as modified by any specifically negotiated terms, and other written contracts relating hereto; provided, however, that the Standard Terms and Conditions set forth in Owner's Request for Bid may only be amended by specific changes agreed to by Owner in writing and, solely by signing this Contract, Owner

does not agree to any proposed changes to the Standard Terms and Conditions set forth in Contractor's Response.

ARTICLE 2. It is hereby further agreed that, in consideration of the faithful performance of delivery of the specified items by the Contractor, the Owner shall pay the Contractor the sum or sums due him by reason of said faithful performance of the contract certified by the Owner, and as set forth in the bid as accepted by the Owner.

ARTICLE 3. It is hereby further agreed that the words "he" or "him" wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor whether corporation, partnership or individual, and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors and assigns of said Contractor.

ARTICLE 4. It is hereby further agreed that any reference herein to the "Contract" shall include all contract documents, specifications, and terms and conditions and are hereby made a part of this agreement as fully as if set out at length herein.

IN WITNESS WHEREOF, the First Party and the Second Party, respectively, have caused this agreement to be duly executed the day and year first herein written, all copies of which to all intents and purpose shall be **CONSIDERED AS THE ORIGINAL**

ATTEST:

OWNER, First Party
Douglas County, Kansas

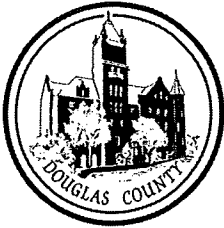
By: _____
Chair, Board of County Commissioner

County Clerk

CONTRACTOR, Second Party

By: _____

Position/Title of Signer



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To: Board of County Commissioners

From: Chad Voigt, P.E., Deputy Director of Public Works *CV*

Date: April 18, 2019

Re: Consent agenda approval of Engineering Services Agreement
Bridge 1180-1400 Repairs, Project 2019-31

This structure is a three-span, continuous steel girder bridge carrying E 1400 RD over the Wakarusa River. Recent inspections identified issues with rocker bearing rust and misalignment, damage to the north abutment, and deck delamination. Douglas County's Capital Improvement Plan includes a project to complete repair work in 2020. A page from the CIP is attached for reference.

We've prepared a Scope of Work for engineering services to review the existing structure and provide repair recommendations. We requested and received proposals from several consulting firms, and selected Finney & Turnipseed, Transportation and Civil Engineering LLC to complete the work. They proposes to provide these initial services for a not-to-exceed cost of \$3,448.25. We anticipate adding a supplemental agreement for design and construction documents.

Attached are two (2) original copies of the hourly-rate agreement. We request the BoCC Chair sign both original copies.

Action Required: Consent Agenda approval to authorize the BoCC Chair to sign an hourly-rate agreement with a not-to-exceed cost of \$3,448.25 with Finney & Turnipseed, Transportation and Civil Engineering LLC, to provide engineering services for Project 2019-31, Bridge 1180-1400 Repairs.

Bridge 1180-1400 Repairs

Project Number: 2019-31
 Construction Year: 2020
 Total Cost: \$400,000

Description: Repairs to the bridge carrying E1400 RD (former Louisiana Street alignment) over the Wakarusa River (2,150 vehicles/day). The existing 279' long, steel girder bridge was built in 1976.

Project Costs and Funding

LineItem	Total	2017	2018	2019	2020	2021	2022	2023
Balance forward			\$0	\$0	\$275,000	\$0	\$0	\$0
CIP budget allocations	\$400,000			\$300,000	\$100,000			
Engineering	(\$25,000)			(\$25,000)				
Construction	(\$375,000)				(\$375,000)			
Project Balance		\$0	\$0	\$275,000	\$0	\$0	\$0	\$0

Existing span



Existing steel bearing



ENGINEERING SERVICES AGREEMENT

THIS Engineering Services Agreement is entered into by and between Douglas County, Kansas ("County") and Finney & Turnipseed, Transportation & Civil Engineering, L.L.C. ("Engineer"), as of the _____ day of March, 2019 (the "Effective Date").

RECITALS

WHEREAS, County desires to employ Engineer to provide professional engineering services in the design of certain road(s) and/or bridge(s) in Douglas County, Kansas, in connection with Douglas County Project No. 2019-31 (the "Project"); and

WHEREAS, Engineer agrees to provide such services.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the promises contained in this Agreement, County employs Engineer and Engineer agrees to provide professional engineering services as follows:

I. DEFINITIONS

In addition to other terms defined in the body of this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by this Agreement, and other forms of any defined words shall have a consistent meaning:

"Additional Services" means any services requested by County which are not covered by Exhibit A.

"Agreement" means this contract and includes change orders issued in writing.

"County Engineer" means the person employed by County with the title of County Engineer, who is licensed to practice engineering in the State of Kansas.

"Engineer" means the company or individual identified in the preamble of this Agreement. Engineer shall employ for the services rendered engineers, architects, landscape architects, and surveyors licensed, as applicable, by the Kansas State Board of Technical Professions.

"Contract Documents" means those documents identified in the Contract for Construction of the Project, including Engineering Documents. All terms defined in the General Conditions of the Contract for Construction shall have the same meaning when used in this Agreement unless otherwise specifically stated, or in the case of a conflict, in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

"Engineering Documents" means all plans, specifications, reports, drawings, tracings, designs, calculations, computer models, sketches, notes, memorandums and correspondence related to the Engineering Services.

"Engineering Services" and "Services" mean the professional services and other acts or duties required of Engineer under this Agreement, together with Additional Services as County may request and as evidenced by a supplemental agreement pursuant to the terms of this Agreement.

"Project" means the Douglas County project identified above in the Recitals.

"Subsurface Borings and Testing" means borings, probings and subsurface explorations, laboratory tests and inspections of samples, materials and equipment, and appropriate professional interpretations of all of the foregoing.

II. COMPENSATION

Engineer's compensation and related matters are as follows:

A. MAXIMUM TOTAL FEE AND EXPENSE

Engineer's fee shall be based on the actual hours expended on the Project at the rates indicated in the attached Estimate of Engineering Fee (attached hereto as Exhibit B and incorporated herein by reference) and the actual reimbursable expenses permitted under this Agreement and incurred on this Project, with the fee and reimbursable expenses not to exceed \$ 3,448.25 ("Total Maximum Fee"). The Total Maximum Fee is based on the scope of Services outlined in Exhibit A, attached hereto and incorporated herein by reference, which Services shall be completed on or before September 1, 2019. Engineer's fees and expenses shall not exceed the amounts for each phase as detailed in Exhibit B. Additional or alternative methods of compensation shall be paid only with written approval of the County Engineer.

B. HOURLY RATE

Any Additional Services which are not set forth in this Agreement will be charged on the basis of the hourly rate schedule in Exhibit B and reimbursable expenses not contemplated in this Agreement will be charged at actual cost. No Additional Services or costs shall be incurred without written approval by County.

C. REIMBURSABLE EXPENSES

Reimbursable expenses shall be included in the Total Maximum Fee and shall be reimbursed at Engineer's actual cost, without mark-up. Reimbursable expenses must be authorized by County and include expenses of transportation in connection with the Project, expenses in connection with authorized out-of-town travel, long-distance communications, expenses of printing and reproductions, postage and facsimile transmissions, expenses of renderings and models requested by County, and other costs as authorized by County. Reimbursable expenses will not include overhead costs or additional insurance premiums, which are included in the hourly rate structure. Unit rates for reimbursable expenses are included in Exhibit B. Records documenting reimbursable expenses shall be made available to County if requested in writing. Production of these documents shall be made at Engineer's office during normal

business hours within a reasonable time of request, at a date and time mutually convenient to both parties.

D. SALES TAX EXCLUDED

Compensation as provided for herein is exclusive of any sales, use or similar tax imposed by taxing jurisdictions on the amount of compensation, fees or services. Should such taxes be legally imposed, County shall reimburse Engineer for such taxes in addition to the contractual amounts provided. Engineer, however, shall use County's sales tax exemption where applicable, and County need not reimburse Engineer for sales or use taxes Engineer pays in transactions legally exempt from such tax.

E. BILLING

Engineer shall bill County monthly for all its fees and reimbursable expenses. Monthly pay requests must generally be received by the 5th day of the month. The bill submitted by Engineer shall itemize the Services and reimbursable expenses for which payment is requested, and shall be deemed to include a representation by Engineer to County that the Services have proceeded to the point stated in the bill and that amounts requested in the bill are due and owing pursuant to this Agreement. County agrees to pay Engineer within 10 days after approval by the governing body or 30 days after the invoice is received, whichever is later.

F. COUNTY'S RIGHT TO WITHHOLD PAYMENT

In the event County becomes credibly informed that any material representations of Engineer provided in its monthly billing are wholly or partially inaccurate, County may withhold payment of disputed sums then, or in the future, otherwise due Engineer until the inaccuracy and the cause thereof is corrected to County's reasonable satisfaction. In the event County questions some element of an invoice, that fact shall be made known to Engineer as soon as reasonably possible. Engineer will assist in resolution of the matter and transmit a revised invoice if necessary. County shall pay the undisputed portion of any invoice as provided in Paragraph E above.

G. PROGRESS REPORTS WITH PAY APPLICATIONS

A written progress report, as set out in Exhibit C (attached hereto and incorporated herein by reference) must be submitted with each monthly bill, indicating the percentage completion of each specific design task and those tasks that will be performed the following month. This report will serve as support for payment to Engineer.

H. CHANGES IN SCOPE

For substantial modifications in authorized Project scope and/or substantial modifications of drawings and/or specifications previously accepted by County, when requested by County and through no fault of Engineer, Engineer shall be compensated for the time required to incorporate such modifications at Engineer's standard hourly rates per Exhibit B. An increase in Total Maximum Fee or contract time, however, must be requested by Engineer and must be approved through a written supplemental agreement prior to performing such Services. Engineer shall correct or revise any errors or deficiencies in its designs, drawings or specifications without additional compensation when due to Engineer's negligence, error, or omission.

I. ADDITIONAL SERVICES

Engineer shall provide services in addition to those described in this Agreement, including Exhibit A, when such services are requested in writing by County. Prior to providing any such Additional Services, Engineer shall submit a proposal outlining the Additional Services and an estimation of total hours and a maximum fee, based upon the Fee Schedule in Exhibit B. Payment to Engineer, as compensation for these Additional Services, shall be in accordance with the Fee Schedule in Exhibit B. Reimbursable expenses incurred in conjunction with Additional Services shall be paid at actual cost. Reimbursable expenses will not include overhead costs or additional insurance premiums, which are included in the hourly rate structure. Unit rates for reimbursable expenses are included in Exhibit B. Records of reimbursable expenses pertaining to Additional Services shall be made available to County if requested in writing. Production of these documents shall be made at Engineer's office during normal business hours within a reasonable time of request, at a date and time mutually convenient to both parties.

III. RESPONSIBILITIES OF ENGINEER

Engineer shall furnish and perform the Engineering Services in all phases of the Project, as specifically provided in Exhibit A and which are required for the completion of the Project, according to the Project Schedule set forth in Exhibit D, attached hereto and incorporated herein.

E. GENERAL DUTIES AND RESPONSIBILITIES

Engineer shall have the following general duties and responsibilities:

1. Personnel: Engineer shall assign only qualified personnel to perform the Engineering Services. At the time of execution of this Agreement, the parties anticipate that the following individual will perform as the principal on this Project: Craig A. Mattox, PE, PLS ("Project Principal"). The Project Principal shall be the primary contact with County and shall have authority to bind Engineer. So long as the Project Principal remains actively employed or retained by Engineer, this individual shall continue to serve as the Project Principal.
2. Independent Contractor: Engineer is an independent contractor and as such is not an employee of County.
3. Special Services: Engineer may be called upon to serve as a witness in any litigation, arbitration, legal or administrative proceeding arising out of the Project. If Engineer is requested in writing by County to appear as a witness, Engineer will be paid its hourly fee as reflected on the Fee Schedule in Exhibit B; provided, however, that Engineer shall not be paid its hourly fee if the appearance is to defend Engineer's Engineering Services.
4. Subsurface Borings and Testing: If County requests subsurface boring or other tests for design, in addition to those described in Exhibit A, Engineer shall prepare specifications for the taking of the additional testing. Such testing may be provided by Engineer through other contractors. Payment to Engineer will be negotiated in writing.

5. Service by and Payment to Others: Any work authorized in writing by County and performed by a party other than Engineer or its approved subcontractors shall be contracted for and paid for by County directly to the third party. Fees for such work shall be subject to negotiation between County and the third party and shall be approved by County prior to the performance of any such work.
6. Subcontracting or Assignment of Services: Engineer shall not subcontract or assign any of the Engineering Services to be performed under this Agreement without first obtaining the written consent of County regarding the Services to be subcontracted or assigned and the firm or person proposed to perform the Services. Unless otherwise stated in County's written consent to a subcontract or assignment, no subcontract or assignment will release or discharge Engineer from any obligation under this Agreement.
7. Endorsement: Engineer shall sign and seal all final plans, specifications, estimates and engineering data furnished by Engineer. Any review or approval by County of any documents prepared by Engineer, including, but not limited to, the plans and specifications, shall be solely for the purpose of determining whether such documents are consistent with County's construction program and intent. No review of such documents shall relieve Engineer of its responsibility for their accuracy. It is Engineer's responsibility to verify the existence of any and all rights-of-way and easements, including temporary construction easements, that are necessary for the Project. Rights-of-way and easements shown on the plans shall have proper legal verification to prove their existence.
8. Professional Responsibility: Engineer will exercise reasonable skill, care and diligence in the performance of the Engineering Services as is ordinarily possessed and exercised by a licensed professional engineer performing the same services under similar circumstances. Engineer represents to County that Engineer is professionally qualified to provide such services and is licensed to practice engineering by all public entities having jurisdiction over Engineer and the Project.
9. Inspection of Documents: Engineer shall maintain all Project records for inspection by County during the term of this Agreement and for 3 years following the completion of the Project.

IV. RESPONSIBILITIES OF COUNTY

A. GENERAL DUTIES AND RESPONSIBILITIES

County shall have the following general duties and responsibilities:

1. Communication: County shall provide to Engineer information and criteria regarding County's requirements for the Project, examine and timely respond to Engineer's submissions, and give notice to Engineer whenever County observes or otherwise becomes aware of any defect in the Engineering Services.
2. Access: County shall procure and provide access agreements for Engineer to enter public and private property when necessary.

3. Program and Budget: County shall provide full information stating County's objectives, schedule, budget with reasonable contingencies, and necessary design criteria.
4. Other Engineers: County may contract with "specialty" engineers when such services are requested by Engineer.
5. Testing: County shall furnish any tests required to supplement the scope of services or tests required by law.
6. Bond Forms: County shall furnish all bond forms required for the Project.
7. Project Representative: County Engineer, or County Engineer's designee, shall represent County in coordinating the Project with Engineer, with authority to transmit instructions and define policies and decisions of County.
8. Payment: Pay Engineer its fees and reimbursable expenses in accordance with this Agreement.

V. PROJECT SCHEDULE

The Project Schedule is set forth in Exhibit D, attached hereto and incorporated by reference. Engineer shall perform the Engineering Services in a timely manner; provided, however, if, during its performance, for reasons beyond the control of Engineer, protracted delays occur, Engineer shall promptly provide written notice to County describing the circumstances preventing continued performance and Engineer's efforts to resume performance.

VI. SUSPENSION OR TERMINATION OF THE CONTRACT

A. SUSPENSION BY ENGINEER

Engineer may suspend performance of the Services under this Agreement if County consistently fails to fulfill County's material obligations under this Agreement, including County's failure to pay Engineer its fees and costs, within 15 days of Engineer's delivery to County of written notice of such default; provided, however, that Engineer may not suspend performance of Services based upon non-payment of fees or costs that is subject to a bona fide dispute, for which this Agreement authorizes County to withhold payment. Any such suspension shall serve to extend the contract time on a day for day basis.

B. TERMINATION BY ENGINEER

Engineer may terminate this Agreement upon 15 days written notice to County if (i) County suspends performance of the Services for its convenience for a period of 60 consecutive days through no act or fault of Engineer or a subcontractor or their agents or employees or any other persons or entities performing portions of the Engineering Services under direct or indirect contract with Engineer, or (ii) Engineer has suspended the performance of its Services for a period of 60 consecutive days pursuant to Section VI.A. above; and, during said 15 day written notice period, County has failed to cure its default. If Engineer terminates this Agreement, County shall pay Engineer such amounts as if County terminated this Agreement for its convenience pursuant to Section VI.E.

C. TERMINATION BY COUNTY FOR CAUSE

County may terminate this Agreement for cause upon 7 days written notice to Engineer: (i) persistently or repeatedly refuses or fails to supply enough qualified workers or proper materials; (ii) assigns or subcontracts any part of the Engineering Services without County's prior written consent; or (iii) otherwise is guilty of substantial breach of this Agreement; and, during said 7 day written notice period, Engineer fails to cure its default.

If County terminates this Agreement for cause, Engineer shall immediately transfer to County digital and mylar copies of all Engineering Documents completed or partially completed at the date of termination. In addition, County may without prejudice to any other rights or remedies of County, finish the Engineering Services for the Project by whatever reasonable method County may deem expedient, including through contract with an alternate engineer, and bill Engineer for the sum of the amounts County pays Engineer pursuant to this Agreement, plus the costs County incurs in completing the Engineering Services, reduced by the Total Maximum Fee. Upon request of Engineer, County shall furnish Engineer a detailed accounting of the costs incurred by County in completing the Engineering Services. If County terminates this Agreement for cause Engineer shall not be entitled to receive further payment until the Engineering Services are completed.

If the Engineer for any reason is not allowed to complete all the Services called for by this Agreement, the Engineer shall not be held responsible for the accuracy, completeness of constructability of the construction documents prepared by the Engineer if changed or completed by the County or by another party. Accordingly, the County agrees, to the fullest extent permitted by the law, to waive and release the Engineer, its officers, directors, employees, and subconsultants from any damages, liabilities or costs, including reasonable attorney's fees and defense costs arising from such change or completion by any other party of any construction documents prepared by the Engineer.

D. SUSPENSION BY COUNTY FOR CONVENIENCE

County may, without cause, order Engineer in writing to suspend, delay or interrupt the Engineering Services in whole or in part for such period of time as County may determine.

The Total Maximum Fee and contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption.

E. TERMINATION BY COUNTY FOR CONVENIENCE

County may, at any time, terminate this Agreement for County's convenience and without cause. Upon receipt of written notice from County of such termination for County's convenience, Engineer shall: (i) except for Engineering Services directed to be performed prior to the effective date of termination as stated in the notice, cease operations under this Agreement; and (ii) take actions necessary or that County may direct, for the protection and preservation of the Engineering Services and Engineering Documents.

If County terminates this Agreement for its convenience, Engineer shall immediately transfer to County digital and mylar copies of all Engineering Documents completed or partially completed at the date of termination. County shall compensate Engineer for all Services completed prior to receipt of the termination notice or performed pursuant to the termination notice. County need

not pay, and Engineer waives, compensation for Engineering Services not actually provided, anticipatory profit or consequential damages.

VII. GENERAL PROVISIONS

A. DISPUTE RESOLUTION

County and Engineer agree that disputes relative to the Project should first be addressed by direct negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute and assuming County has not terminated this Agreement, Engineer shall proceed with the Services in accordance with this Agreement as if no dispute existed.

B. OWNERSHIP OF ENGINEERING DOCUMENTS

All documents and electronic files prepared or furnished by Engineer pursuant to this Agreement are instruments of Engineer's professional service, and Engineer shall retain an ownership and property interest therein. Engineer grants the County a perpetual license to use and modify instruments of Engineer's professional services for the purpose of constructing, occupying, maintaining, altering and adding to the Project and future projects relating to, incorporating, or in the vicinity of the Project. Topographic data collected by the Engineer pursuant to this Agreement shall be considered a part of the instruments of Engineer's professional service and the County's license to use this information pertains only to the portions of this data directly related to this Project. Reuse or modification of any such licensed documents, electronic files or other data by the County, shall be at the County's sole risk and without liability to Engineer, and the County agrees to indemnify and hold Engineer harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by the County or by others acting through the County, except the County does not agree to indemnify or hold engineer harmless from Engineer's own negligence.

C. INSURANCE

Engineer shall maintain throughout the term of this Agreement the following insurance coverage:

1. Professional Liability: Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in the annual aggregate, which insurance shall be maintained not only during the term of this Agreement but also for a period of 3 years after completion of the Project.
2. Commercial General Liability: Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the general aggregate. The policy shall include personal injury, products/completed operations, and contractual liability,
3. Worker's Compensation: Worker's Compensation Insurance in accordance with statutory requirements.
4. Employer's Liability: Employer's Liability Insurance in amounts not less than the following:

Bodily Injury by Accident	\$100,000	(each accident)
Bodily Injury by Disease	\$500,000	(policy limit)
Bodily Injury by Disease	\$100,000	(each employee)

5. Automobile Insurance: Automobile Liability Insurance in an amount not less than \$1,000,000 per accident to protect against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle.
6. Subcontractor's Insurance: If a part of this Agreement is subcontracted, Engineer shall either:
 - a) Cover all subconsultants in its insurance policies; or
 - b) Require each subconsultants not so covered to secure insurance which will protect against all applicable hazards or risks of loss in the amounts applicable to Engineer.
7. Valuable Papers Insurance. Valuable papers insurance to assure the restoration of any plats, drawings, notes or other similar data relating to the Engineering Services in the event of their loss or destruction.
8. Industry Ratings: Unless mutually agreed upon by County and Engineer to vary the requirements, Engineer shall provide County with evidence to substantiate that any insurance carrier providing insurance required under this Agreement satisfies the following requirements:
 - a) Is licensed to do business in the State of Kansas;
 - b) Carries a Best's Policyholder rating of A or better; and
 - c) Carries at least a Class X financial rating.

All general and automobile liability insurance shall be written on an occurrence basis. County shall be shown as an additional insured on all required insurance policies except professional liability, automobile, and worker's compensation. Each required insurance policy shall contain a provision by which County must be given 30 days notice prior to any insurance policy cancellation. Engineer shall provide County with acceptable certificates of such insurance evidencing the required insurance coverage before County issues its Notice to Proceed, at County's reasonable request, from time to time during the term of this Agreement.

D. INDEMNITY

Engineer hereby agrees to indemnify and hold harmless County and its departments, divisions, officers, employees and elected officials from all loss, damage, cost and expenses, including reasonable attorneys' fees and expenses, incurred by or on behalf of any of the foregoing arising out of or related to personal or bodily injury or property damage, that to the extent arise from or related to the wrongful acts or negligent acts, errors or omissions of Engineer or its employees, agents or subconsultants. The provisions of this section shall survive the termination of this Agreement.

E. ENTIRE AGREEMENT; NO VERBAL AMENDMENTS

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement, including the Maximum Fee and contract time and other terms and conditions, may be amended only by a written supplemental agreement signed by County and Engineer, except in the case of an emergency situation, in which case County Engineer may give verbal and facsimile approval to be followed by a written and signed supplemental agreement. If notice of any change affecting the general scope of the Engineering Services or provisions of this Agreement, including, but not limited to, Maximum Fee and contract time, is a requirement of any insurance policy held by Engineer as a requirement of this Agreement, the provision of such notice shall be Engineer's responsibility.

F. APPLICABLE LAW

This Agreement shall be governed by, and is to be construed and enforceable in accordance with, the laws of the State of Kansas and the codes and established policies of County.

G. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assigned or transferred by either party without the written consent of the other party.

H. NO THIRD PARTY BENEFICIARIES

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

I. FEDERAL LOBBYING ACTIVITIES (Only applies to projects receiving federal funds via County)

31 U.S.C. Section 1352 requires all subgrantees, contractors, and engineers who receive federal funds via County to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, grant, loan or cooperative agreement. In addition, contract applicants, recipients and subrecipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period. Engineer shall obtain the necessary forms from County, execute such forms, and return such forms to County. Engineer shall also obtain executed forms from any of its subcontractors who fall within the provisions of the statute and provide such forms to County.

J. COVENANT AGAINST CONTINGENT FEES

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working for Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County may terminate this Agreement without liability or may, in its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

K. COMPLIANCE WITH LAWS

Engineer shall abide by applicable federal, state and local laws, ordinances and regulations applicable to this Project that are in effect as of the date of Services rendered until the Engineering Services required by this Agreement are complete. Engineer shall secure all occupational and professional licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.

L. NOTICES

Any notice or other communication required or permitted by this Agreement shall be made in writing to the address specified below:

Engineer: Craig A. Mattox, PE, PLS
Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.
610 SW 10th Street, Suite 200
Topeka, Kansas 66612-1674

County: Keith A. Browning, PE
Douglas County, Kansas
3755 E 25th Street
Lawrence, KS 66046

Nothing contained in this Section, however, shall be construed to restrict the transmission of routine communications between Engineer and County.

M. TITLES AND SUBHEADINGS

Titles and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Agreement.

N. SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for any reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

O. NON-DISCRIMINATION

Engineer agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if Engineer is found guilty of any violation

of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by County; and (f) if it is determined that Engineer has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by County.

P. WAIVER

A waiver by either County or Engineer of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Q. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of the parties.

R. RELATIONSHIP OF PARTIES

Nothing contained herein shall be construed to make County a partner, joint venturer, or associate of Engineer, nor shall either party be deemed the agent of the other.

S. AUTHORITY TO SIGN

The individual signing this Agreement on behalf of Engineer represents that such person is duly authorized by Engineer to execute this Agreement on behalf of Engineer and, in doing so, that Engineer becomes bound by the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

ENGINEER:

Finney & Turnipseed, Transportation & Civil Engineering, L.L.C.

By: Craig A. Mattox
Engineer's Authorized Signatory

Craig A. Mattox
Printed Name

Principal / owner
Title

COUNTY:

DOUGLAS COUNTY, KANSAS by the BOARD OF
DOUGLAS COUNTY, KANSAS COMMISSIONERS

By: _____
Michelle Derusseau

Title: Chair

ATTEST:

Douglas County, Clerk

Exhibits:

- A. Scope of Services
- B. Fee Schedule
- C. Form of Progress Reports
- D. Project Schedule

Douglas County Project No. 2019-31
Bridge 1180-1400 Repairs
EXHIBIT A
SCOPE OF SERVICES

A. PROJECT OVERVIEW

Existing structure 1180-1400 is a three-span, continuous steel girder bridge carrying E 1400 RD over the Wakarusa River. Douglas County plans to complete a project in 2020 to repair and correct issues identified in recent bridge inspection reports for this structure. This project is included in Douglas County's Capital Improvement Plan.

The Engineer shall complete a review of the existing bridge, and make detailed recommendations to be used in preparing construction plans for the repair work. This Scope of Services shall be completed under the direction of a Professional Engineer, licensed in the State of Kansas.

The minimum design guidelines and standards for this project are listed in Section 5.2 of the KDOT, Bureau of Local Projects, Local Public Authority (LPA) Project Development Manual, January 2018 Edition.

B. EVALUATION OF THE EXISTING BRIDGE CONDITION

The Engineer shall complete the tasks below to evaluate the existing bridge and make recommendations for repair work.

1. Meet with County staff to obtain background information and identify specific concerns. The County will provide the following information:
 - a) a copy of construction plans for the existing bridge
 - b) a copy of the 2018 inspection form
 - c) a copy of the 2018 Structural Inventory and Appraisal form
2. Visually inspect the existing bridge substructure, superstructure and deck to identify areas of deterioration, damage or other concerns. Compare existing conditions with the original construction plans to identify changes or discrepancies.
3. Complete a review of the calculated load rating, taking into account any deterioration or areas of concern identified during the visual inspection.
4. Identify and prioritize repair work needed to correct areas of concern and extend the service life of the structure. Prepare estimated quantities and preliminary cost estimates for each recommended corrective action or repair item.
5. Prepare a memo summarizing the evaluation and recommendations. Include inspection notes, load rating review results, recommended repairs, estimated quantities and cost estimates. Submit the memo to the County for review.

6. Meet with the County to discuss the recommendations. The County's concurrence in the recommendations will be contingent on the accuracy and completeness of the background information provided by Engineer. The County may initiate and request a supplemental agreement with the Engineer to complete construction plans for the proposed repair work.

J. GENERAL

The Engineer shall meet these general requirements in the completion of this scope of services.

1. Obtain approval from the County prior to incurring any additional costs or performing any work outside the agreed Scope.

K. ITEMS CONSIDERED AS ADDITIONAL SERVICES

The following tasks are considered additional services and are not included in this scope of services.

1. Preparation of construction plans and specifications.
2. Construction Inspection

EXHIBIT B

FEE SCHEDULE

1.	Direct Payroll				
	A.	Preliminary Design Phase - Structure Evaluation			
		Position/Title	Hourly Rate	Estimated Hours	Total
		Field Work			
		Engineer A	\$ 49.75	4	\$ 199.00
		Technician B	\$ 28.70	8	\$ 229.60
		Structural Analysis			
		Engineer A	\$ 49.75	12	\$ 597.00
		Engineer C	\$ 37.25	4	\$ 149.00
		Evaluation Memo and Recommendations			
		Principal	\$ 65.00	8	\$ 520.00
		Meetings			
		Principal	\$ 65.00	4	\$ 260.00
		Subtotal Direct Payroll			<u>\$ 1,954.60</u>

2.	Salary Related Overhead		
	KDOT Audited Overhead rate 69.47%		
	= Subtotal Direct Payroll x KDOT Overhead Factor (69.47%)		<u>\$ 1,357.86</u>

3.	Net Fee (10%)		
	Subtotal Net Fee		<u>\$ 135.79</u>

4.	Direct Expenses (travel, expenses, subcontractor, etc.)				
	Item	Rate	Item	Total	
	Mileage				
	180	\$ 0.53	Miles	\$	95.40
	Subtotal Direct Expenses				<u></u>

GRAND TOTAL					
	Direct Payroll + General Overhead + Fixed Fee+Direct Expenses				<u>\$ 3,448.25</u>

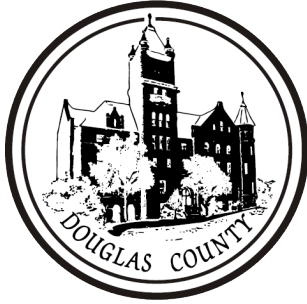
Douglas County Project No. 2019-31
Repair of Structure No. 1180-1400
EXHIBIT C
PROGRESS REPORTS

Progress reports shall include the following:

1. Status of design: List each principal task and the percentage complete.
2. Tasks to be performed in the next month: List each principal task which is anticipated to be started or completed in the next month.
3. Issues which need direction from County: List all items where further direction from County is needed by Engineer in order to complete the Project within the Project Schedule detailed in this Agreement.
4. Issues which may present a problem for meeting the Project Schedule: List all issues and problems which may prevent a timely completion of the plans or which may create a problem during construction.

Douglas County Project No. 2019-31
Repair of Structure No. 1180-1400
EXHIBIT D
[TENTATIVE] PROJECT SCHEDULE

Executed Agreement - proceed with scope	4/25/2019
Submit evaluation and recommendation memo	6/6/2019
Meet with County to discuss findings	6/20/2019



DOUGLAS COUNTY TREASURER

1100 Massachusetts Street

Lawrence, KS 66044

(785) 832-5275 Fax (785) 832-0226

pgilchrist@douglascountyks.org

MEMORANDUM

MEMO TO: Board of County Commissioners

FROM: Paula Gilchrist, County Treasurer

SUBJECT: Consider Resolution to Initiate Tax Foreclosure Sale

DATE: April 24, 2019

Consider a County Resolution directing the County Counselor to institute judicial tax foreclosure action in the District Court of Douglas County on real estate delinquencies more than three years past due, as per K.S.A 79-2801.

Actions to include securing the County's interest by filing a lien on each property; researching ownership and real estate title; locating and notifying all persons with legal interest in each property of the impending sale and requirements for redemption; preparing guidelines and requirements for the sale; conducting the sale and verifying proceeds and disbursement.

RESOLUTION NO. 19 - ____

A RESOLUTION DIRECTING THE COUNTY COUNSELOR TO INSTITUTE A JUDICIAL TAX FORECLOSURE ACTION IN THE DISTRICT COURT OF DOUGLAS COUNTY, KANSAS

WHEREAS, K.S.A. 79-2801, and amendments thereto, provides for real estate tax foreclosure actions in the District Court in the name of The Board of County Commissioners, to judicially foreclose on the County's real estate tax liens.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS:

Section 1. Action to be Instituted. The County Counselor of Douglas County, Kansas, in the name of the Board of County Commissioners of Douglas County, Kansas, is directed to institute a judicial tax foreclosure action pursuant to K.S.A. 79-2801, *et seq.*, against the owners or supposed owners of such real estate and all persons having or claiming to have any interest therein or thereto, to enforce the lien of Douglas County, Kansas and its taxing authorities, for taxes, charges, assessments, interest, and penalties on unredeemed real estate bid in by Douglas County for real estate having unpaid real estate taxes and assessments for 2014 and prior years.

Section 2. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Board of County Commissioners.

ADOPTED _____, 2019.

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

Attest:

Michelle Derusseau, Chair

Jameson D. Shew, County Clerk

Patrick Kelly, Vice Chair

Nancy Thellman, Member



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

April 18, 2019

To: Douglas County Commissioners
From: Robin Crabtree, Executive Secretary
Memo: Two sets of old minutes that need Commission approval.

During the audit process, staff has found two sets of minutes that did not get Commission approval back in 2017 as an oversight; May 17, 2017 and November 29, 2017. I would like to submit these two sets of minutes for consideration on the April 24, 2019 agenda.

May 17 2017

Gaughan called the regular meeting to order at 4:00 p.m. on Wednesday, May 17, 2017 with all members present.

MINUTES 05-17-17

Gaughan moved approval of the minutes for February 22, March 8, March 15, April 12, April 26 and May 3, 2017. Motion was seconded by Thellman and carried 3-0.

CONSENT AGENDA 05-17-17

Gaughan moved approval of the following Consent Agenda:

- ▶ Commission Order No. 17-019 and 17-021 (on file in the office the County Clerk);
- ▶ Agreement Conditions of Grant for the Juvenile Justice Comprehensive Plan State Block Grant between Douglas County Kansas and Kansas Department of Corrections-Juvenile Services; and
- ▶ 7th Judicial District Kansas Department of Corrections-Juvenile Services Juvenile Justice Grant Application for SFY 2018.

Motion was seconded by Thellman carried 3-0.

PLANNING/TEXT AMENDMENT 05-17-17

The Board considered a text amendment, TA-16-00511, to Chapter 12 of the County Code, *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to revise Section 12-319-4.31, *Radio, television, telecommunication, and microwave towers*, to bring the standards and definitions into compliance with State law. The item was initiated by the County Commission on 11/30/16. Mary Miller, Lawrence-Douglas County Metropolitan Planning Staff, presented the item.

Gaughan opened the item for public comment. No comment was received.

Gaughan moved to approve the proposed amendment, TA-16-00511, to revise Section 12-319-4.31 Radio, television, telecommunication, and microwave towers to update the definitions and standards for Wireless Facilities in compliance with recent State legislation and to create a new category 12.319-4.38 for Radio, Televisions, and Microwave Towers. Motion was seconded by Derusseau and carried 3-0.

PLANNING/CONDITIONAL USE PERMIT 05-17-17

The Board considered CUP-17-00092, a Conditional Use Permit for a Mini-Storage facility located on approximately 11.63 acres in the 1700 Block of E 902 Road. The application was submitted by BG Consultants, for Garber Enterprises, Inc., property owner of record. Mary Miller, Lawrence-Douglas County Metropolitan Planning Staff, presented the item.

The property is located in close proximity to the city limits and has been included in previous annexation requests. Due to the close proximity to the Lawrence city limits and the likelihood of annexation in the future, the project is being reviewed with standards of both the Douglas County Zoning Regulations and the Lawrence Development Code. The property lies within the boundaries of the *K-10 & Farmer's Turnpike Plan*, which lists the recommended future land use for the property. Warehouse facilities, such as the proposed mini-storage, are included in the list of recommended uses for the property. A mini-storage facility is permitted in the A Zoning District with approval of a CUP permit. An Annexation Agreement and a Consent to Annexation will be executed and recorded as part of the platting process.

Staff recommended approval of the Conditional Use Permit for a Mini-Storage use based on the following findings of fact:

- I. **Zoning and uses of property nearby.** The subject property is located near the city limits; therefore there is a blend of urban and rural zonings and land uses in the area. Agriculture and General Public and Institutional Uses are the pre-dominate land uses in the area. The proposed use, a mini-storage facility, would be compatible with the nearby land uses and zonings.
- II. **Character of the area.** The area contains a network of planned roads to provide connections to arterials bordering the area on the north (N 1750 Road), east (E 1000 Road and Wakarusa Drive) and south (W 6th Street/Highway 40). Of these, E 902 Road is in place and Wakarusa Drive (Rock Chalk Drive) is being extended with the development of The Links to connect to E 902 Road. Improvements to E 902 Road will be necessary with this development.

Open space (Baldwin Creek Floodplain and riparian corridor, and City parklands) is present in the area. The area contains a mix of urban and rural land uses with the major uses being agriculture, rural residential, utility, recreation, open space, and sports. The proposed use should have no negative impact on environmental features or open space in the area. With appropriate site design, the use should be compatible with the existing and proposed uses in the area.

- III. **Suitability of subject property for the uses to which it has been restricted.** The property is suitable for the uses which are permitted within the A (Agricultural) District and is also suitable for the proposed Mini-Storage use.

- IV. **Length of time subject property has remained vacant as zoned.** The property has been used for agricultural uses since the adoption of the Zoning Regulations in 1966.
- V. **Extent to which removal of restrictions will detrimentally affect nearby property.** The project should not negatively impact nearby properties. E 902 Road will be widened and improved to Kanwaka Township standards from the subject property to the intersection with Rock Chalk Drive, which will not only accommodate the self-storage traffic but will provide an improved roadway for the local residences who take access from E 902 Road. The facility itself will be set back from E 902 Road. Lighting will be managed to insure there is no trespass on to adjacent properties and to reduce glare to nearby properties. The photometric plan should be revised to reflect where the lighting levels to the north of the drive and the facility reach the maximum permitted level adjacent to residentially zoned property of 0.2 foot candles.
- VI. **Relative gain to the public health, safety and welfare by the destruction of the value of the petitioner's property as compared to the hardship imposed upon the individual landowners.** In staff's opinion, the approval of this request will result in a compatible project that will not harm the public health, safety or welfare; therefore, denial of the request would provide no benefit to the public health, safety or welfare.
- VII. **Conformance with the comprehensive plan.** The proposed CUP is compliant with the recommendations in the comprehensive plan, particularly the *K-10 & Farmer's Turnpike Plan* as the proposed use is a recommended use in the plan.

And subject to the following conditions:

1. The CUP shall be administratively reviewed every 5 years by the Douglas County Zoning and Codes Department.
2. A new septic system shall be installed prior to the operation of the use, per Health Department approval. The plans shall be revised, if needed, to provide additional area for the septic system.
3. Provision of a revised photometric plan which shows where the light levels reach the maximum amount permitted north of the lights along the north side of the driveway and the north side of the facility (0.2 foot candles).
4. Provision of a revised CUP plan with the following changes:
 - a. Note the agreement between Westar and the property owner regarding the access drive within the 150 ft. easement along the north property line and include the recording Book and Page number. If Westar is permitted shared use on this drive, the use should be limited to trucks that are no larger than a pick-up truck.
 - b. Add the following note: "No exterior storage will occur on the site. Any exterior storage would require a revised site plan and compliance with the exterior storage standards in Section 12-319-

4.34 and may require an amendment to the CUP, depending on the scale of the exterior storage.”

- c. Add ‘Manager’s Residence’ to the Proposed Buildings and note size of dwelling unit and location on the site.
- d. Note the height of the light poles on the plan.
- e. Revise General Note 3 as follows: “E 902 Road will be improved **to Kanwaka Township standards** from Rock Chalk Drive to the drive for the storage facility. Improvements will include a 24 ft. wide surface of 8 in. thick **stabilized** gravel (min.) with an annual dust palliative **treatment** paid for by the owner.”
- f. Modify landscape plan to include a variety of trees and relocate the trees out of Westar’s easement.
- g. Label the size of the proposed water line and indicate Rural Water District No. 1 is the provider.
- h. Note that the proposed sign is not approved with this CUP and requires a separate permit from the County Zoning and Codes Office.

Gaughan opened the item for public comment. No comment was received.

Thellman moved to approve CUP-17-00092, a Consider a Conditional Use Permit for a Mini-Storage facility, located on approximately 11.63 acres in the 1700 Block of E 902 Road and subject to the above listed conditions. Motion was seconded by Derusseau and carried 3-0.

ACCOUNTS PAYABLE 05-17-17

Gaughan moved to approve accounts payable in the amount of \$1,426,367.39 to be paid on 05/18/17. Motion was seconded by Thellman and carried 3-0.

Gaughan moved to adjourn the meeting. Motion was seconded by Derusseau and carried 3-0.

Mike Gaughan, Chair

Nancy Thellman, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Michelle Derusseau, Member

November 29, 2017

Gaughan called the work session meeting to order at 6:00 p.m. on Wednesday, November 29, 2017 with all members present.

CONSENT AGENDA 11-29-17

Gaughan moved approval of the following Consent Agenda:

- ▶ Commission Order No. 17-046 and 17-047 (on file in the office the County Clerk);
- ▶ Notice to Township Board for Cereal Malt Beverage License for Flamingo Enterprises (Clerk's Office);
- ▶ Notice to Clinton Township for cereal malt beverage license for Clinton Marina, 1329 E 800 Road;
- ▶ Notice to Clinton Township for cereal malt beverage license for Clinton Marina, 1329 E 800 Road;
- ▶ Class "B" Club License for The Bird of Lawrence;
- ▶ Adopted report of 2017 annual review of Douglas/Jefferson Counties Regional Solid Waste Management Plan; and
- ▶ Authorized staff to access the MODOT and the City of Kansas City contracts with Westfall GMC for the following purchase of three dump trucks:

2019 Mack GU713 Truck	\$313,407.69
Mack Engine Protection Plan	\$ 12,900.00
Mack Exhaust After treatment System	\$ 2,925.00
Special Equipment	\$246,559.00
Less Deduct	-\$3750.00
Total Cost	\$572,041.69

Motion was seconded by Thellman and carried 3-0.

DISCUSSION ON JAIL ALTERNATIVES 11-29-17

Gary Bunting, Undersheriff, discussed jail alternatives with the Commissioners. Bunting reviewed the Classification In Custody Study and explained the various plans for jail expansion: Plans A1 and 2, and Plans B1-5.

Discussion included the need to make changes to the female unit. Currently the jail has the female special management, female maximum and minimum inmates are in the same unit. The separation is imperative as there are some inmates that try to hurt themselves. The only plan, according to Bunting, that

they find no issues with is the original Plan A. However, the Commissioners in past meetings asked to see operational costs.

Sarah Plinsky, Assistant County Administrator, discussed operational costs and mill levy impacts.

Gaughan commented the expansion, if approved, would not be operating with staff at full capacity when it opens. The staffing numbers would increase as staff is hired and trained.

Bunting said there would be a gradual increase in personnel including nursing and medical staff. We couldn't hire and train all at once. Some personnel would also be under contract. Plinsky added that hiring would start before the building is open so we have personnel trained when the doors open.

Gaughan said he would like to have a consensus from the Board tonight on which option is preferred.

Gaughan opened the item for public comment.

Graham Kreicker, 1421 W 2nd, stated he knows we are spending about \$1.2 million to house prisoners in other county jail. He asked if the \$1.2million was included in the projected operating costs of the jail expansion options. Plinsky answered it is in net of the operation numbers. Kreicker asked what you call the personnel that work in the jail. Bunting replied there are a number of different titles such as, there are four different levels of correction officers who provide security, deputies and master deputies, sergeants, lieutenants and captains. Kreicker stated the expansion will require 100 new personnel. He asked how many employees the jail has currently. Bunting responded we have approximately 94 employees total. Kreicker asked Bunting to provide a breakdown of employees by race and gender. Bunting stated he would provide that information to Kreicker at a later time.

Greg Robinson, 3116 Trail Road, asked what the breakdown of inmates is between county and municipal detainees. Gaughan responded the daily average of inmates coming from municipal court is 25%. Robinson asked why he read in the paper the construction costs of the jail are increasing. He asked what we are basing this information on. The costs appear to be several million higher than when we started discussion on this process. Gaughan responded we are quite a ways away from bidding. The initial cost four years ago was about \$30 million. What we are looking at now is \$37million. The population changes has forced the County to look at plan changes. There is a cost for waiting. However, waiting has allowed us to have a better understanding of the population and our needs. It would have been a mistake to have built an expansion 3-4 years ago. Robinson asked if the County has considered adding green space to its expansion so those incarcerated can go outside. Gaughan stated he is in agreement. The existing designs do call for greenspace.

Bunting went back over the design options for the public.

Bill Simons, 2708 W 27th Terrace, asked how many beds will there be in the crisis center. Thellman responded we are close to knowing what the crisis center will be. The County will have information on the Crisis Center at the December 13, 2017 meeting. We are currently looking at a small square footage plan but the core services will remain. Simons asked how much space there will be for mentally ill and alcohol abuse patients. Thellman stated the original idea has morphed into a center, plus housing and core services. We don't have square footage numbers at this time. Simons asked how the crisis center can not affect the numbers at the jail. Gaughan responded according to Johnson County who has similar services, they don't affect the jail. However, there will be more services.

Gaughan said there are a number of options before us with a lot of Commonality between them. He stated his favorites are A- and B+. He prefers to have the special management for females with minimum and maximum units.

Thellman stated it helped to get the five options with the cost. She stated option B does not have the therapeutic management unit for the females like the men. Thellman said she also feels we are short changing our ability to quickly grow as a county and the quickly rising criminal activity. We're seeing more need for space. There is a concern in our desire to be as careful and conservative as possible and not make the mistake of underbuilding and short changing the community. She said Plan A- gives us essentially everything, short of one shell space on the first floor. It has a design that flows well with optimized green space. If there is a need for further expansion, the shell can be utilized with a minimized cost. Thellman said A- is the "best bang for the buck." It treats women equally and doesn't have much difference in cost between A- and B+ which doesn't have the female unit. Option A- makes sense. We would still be able to dedicate funding and effort to the mental health side.

Derousseau said there is not much difference between A and A-. She said she would like to do it right from the beginning. It's nice to know the space is there if there is a necessity. Option B won't give us what we need. Derousseau said Options A or A- would best serve our needs.

Thellman said she keeps leaning to plan A- with 365 total beds with shell space if needed.

Gaughan stated he supports the A- version because it reinforces the vision of the Sheriff to develop space for people with mental health issues in jail. He is most impressed with the need for classification and how that impacts inmates, and staff. Gaughan said until he walked through the jail, he didn't understand the imperative need for classification for people to get the rehabilitative services they need to go back into the community.

Gaughan moved to ask staff to move forward with Option A- giving deeper and more comprehensive information. Thellman added she wants the public to remember and understand that most of our re-entry candidates are being farmed out to other counties rendering our services unhelpful and to remind the public of the pictures of inmates housed on the floor in the jail by the washing machines because of the overcrowding. Motion was seconded by Derusseau and carried 3-0.

RECESS 11-29-17

At 7.25 p.m., the Board took a five minute break to return to regular session at 7:30 p.m.

RECONVENE 11-29-17

The Board returned to session at 7:30 p.m.

COMMUNITY CORRECTIONS 11-29-17

The Board considered the approval of placing the administrative structure of Community Corrections under the responsibility of Douglas County. The item was presented by Robert Bieniecki, Criminal Justice Council Coordinator.

On October 10, 2017, Douglas County Community Corrections (DCCC) and Youth Services Advisory Board passed a unanimous vote to support bringing DCCC back under the County supervision. Resolution 01-20 states that either the Board of County Commissioners or the Chief Judge may terminate the delegation of duties by giving written notice. If this change is approved, there would need to be time for the administrative functions of the transition.

On October 18, 2017, Bieniecki discussed the oversight of Community Corrections and returning the management back to the County from the District Court. Doing so would require the following:

1. Realign DGCO with K.S.A. 75-5291/Community Corrections Programs are the responsibility of County Government & K.A.R. K.A.R. 44-11-111;
2. County Administration will have direct oversight of the program, personnel files and liability information;
3. Transfer the DCCC staff to the County pay scale allowing for future pay increases and longevity benefits, \$6,000 initial budget impact;
4. Allow for all KDOC grants for Community Corrections to be managed by one entity, Director Pam Weigand; and
5. Direct oversight of the Community Corrections supplemental budget.

Judge Peggy Kittel stated she feels it is in the best interest of the court and community safety for Community Corrections to remain under the supervision of the District Court. The entire bench, all six judges and protem are opposed to a transfer of supervision. Kittel said this all started in 1985 when the County Commission formed a Corrections Advisory Committee to study establishing a Community Corrections Program. It was determined that Community Corrections needed to be under the courts. Criminal sentencing is the function of the judicial branch of government, probation is an independent criminal sentence imposed and administered by the judge, and citizens also

look to the judge if something goes bad. With court oversight there would be greater efficiencies and coordination over staff. It is the judge that retains jurisdiction over the probationer. Citizens look to the judge if something goes astray. Originally the decision to move Community Corrections under the authority of District Court was due to great efficiencies offered.

Linda Koester-Vogelsang, Courts Administrator, reached out to other judicial districts. She found that the majority felt it was in the best interest of the court and the public safety that the court supervises or has direct control of those performing court ordered supervision. Complications that would come about by separating the two includes: 1) no access to the full court management system by the State and 2) loss of efficiencies other Community Corrections do not have, like e-filing affidavits and being able to view certain types of information. If separated, the County cannot take advantage of state contracts on collections.

Gaughan asked if there was any reason why these things wouldn't continue if supervision changed hands to the County. Koester-Vogelsang responded the Department of Corrections has their own goals. When trying to meet their needs, it's not always what the court wants which can provide a conflict. Community Corrections has to focus on all the things DOC requires of them. One of the things DOC wants is for people to not go to prison. They want a success rate of 75%. Success for them is not putting a person in prison, but they can go to a local jail. There may be conflict with what the court orders versus what Community Corrections is required to provide.

Gaughan stated it sounds like the day-to-day operational things will need to be worked out; just like we did when we moved the supervision under the courts. He asked if the courts feel the County will not provide things we previously provided? If that is what we're talking about, Gaughan said he wanted to get that information out on the table so we can work through them.

Judge Kittel expressed concerns with the following: pursuing collections, on who will be in charge of seeking restitution for victims, the separation of power and operating free of political pressures, Community Corrections being outside the authority of the court, when to file for probation revocation by probation officers, conflicting standards between court offices, and disparity in pay creating animosity between departments.

Thellman asked if all of the judges saw the PowerPoint and know about the details of this proposal. Kittel said Mr. Bieniecki sent the PowerPoint to her, but she couldn't remember if she forwarded it on to the judges. However, the proposal was discussed at the monthly judges meetings a few times.

Derusseau asked if there is a reason why the courts can't continue with Community Corrections to make this work. She said it almost sounds like if we make the change there will no longer be a working relationship with Community Corrections or communication. Judge Kittel said she does not know if it will because she will no longer have a say in the process. She said

we have already moved a couple of programs from under the Court supervision and she is already hearing concerns about the surveillance level dropping, and that a court surveillance office will no longer be available to the courts. The State will not give the courts money for that. She questioned whether the courts will be allowed to use the Community Service office.

Derusseau stated there must be a way for the County to seek restitution for victims if the State statute holds the County responsible for Community Corrections.

Judge Kittel asked if there were questions regarding the Court Trustee issues because they actively pursue collections. If the District Court isn't pursuing collections it will fall on the Community Corrections office.

Pam Weigand said they use the Trustees Office for juvenile collections currently for community corrections. Koester-Vogelsang said juveniles were a different matter that falls under at a different section. Community Corrections was a contract that had to be approved by the State that took a lot of work.

Gaughan asked how Community Corrections did it before getting approved by the State. Koester-Vogelsang stated under the AGs contract.

Koester-Vogelsang said the courts have worked hard at expanding community service initiatives like moving community service work out from under Community Corrections authority and placed it under the Citizens Review Board, which is a volunteer operation, expanding the opportunities for individuals who are ordered for community service. She said she would hate to see all the work that has gone into building this department go away.

Thellman said there is a resolution that mandates the Chief Executive Probation Officer, but that has been vacant since 2011. She asked who fills that position.

Koester-Vogelsang responded currently there is no Chief Executive Officer position. Ron Stegall held that position and retired. The court felt that the money from DOC could be better used by hiring someone to supervise individuals submitted to Community Corrections, for Court Service Officers and a Director of Corrections.

Thellman said she would like to hear the comments made by the Community Corrections employees and asked Bieniecki to give a brief overview in favor of the change in supervision.

Bieniecki said the courts or the County Commission have the ability to terminate the current arrangement. The resolutions that established Community Corrections gives the County Commission a say in who is hired for the Chief Executive Probation Officer position. If a decision is made outside of that resolution, it was done outside of the Board input. The same thing goes with moving Community Service under the Community Corrections

guide. Bieniecki said the Advisory Board was in agreement to make this change in supervision. The 10 employees of Community Corrections support this change and welcome it. If approved, we would revert back to the Resolution 87-01 and Home Rule 88-2-2. The reorganization would hope to create efficiencies with the juvenile community corrections and some new opportunities to increase programs which would fall under Pam Weigand with the opportunity to create some chain of command and supervision that is available 24/7. Community Corrections employees would receive pay scale increases that other County employees receive. Grants would be applied for and managed by the same entity. We'd have direct access to information on the supplement budget and a closer look at the oversight of Community Corrections because employees would be running it. Currently the CC employees are not recognized by the Office of Judicial Administration (OJA). If there is a Human Resource (HR) problem the County does not have the HR files. Other positive impacts would be collaborating with the jail, increasing programs, not duplicating programs, increased training, and access to necessary reports.

Derusseau asked Sarah Plinsky to elaborate on the administrative issues.

Plinsky responded it's important to know the employees are in limbo. They are not recognized under OJA for professional liability and Human Resources. They are covered under the County's liability policy, though we have no records. If there is a concern, we would be liable without management and the employee is left in the middle. Plinsky stated concern about FMLA Guidelines and Practices. We don't have the Human Resource information or training records on those employees yet the County Commission is responsible for the accuracy of the records, not the courts.

Thellman asked staff to respond to the comment about the potential dangers of Community Corrections officers going off and making arrests without acknowledgement from the courts. Weigand said she was surprised by that comment. The department works at the direction of the court and takes into account their desires. She said she feels there is no reason they cannot continue to work well together with the courts in the future. There will be some unforeseen changes. We don't have access to e-filing but we will find a different process. It can be worked out. There will be some things we haven't considered yet.

Gaughan said we need to understand we are a team. The County Commission is here to help you and try to find ways to be supportive.

Gaughan opened the item for public comment.

Greg Robinson, 3116 Trail Road, stated professionals will be able to work together. He said the problem he sees is the workers. The State is holding them back economically. It's not fair to keep people economically repressed because the state won't pay. We're getting less qualified people and are losing people because of the difference in benefits.

Gaughan said he is supportive of making the change in supervision. He is sympathetic to the concerns of the Judges, but we have to be able to trust our partners. He said he sees the inefficiencies and hears concerns by employees about pay and inequities. He said there will be growing pains but he is confident we can navigate through the concerns mentioned today.

Gaughan moved to reassume the supervision of the Douglas County Community Corrections program and revert back to the administrative structure of the provisions of HR 8-1-1 which established the Douglas County Department of Community Corrections and HR 88-2-2 which added the Douglas County Community Service Work Program as a responsibility of the DCCC staff effective January 1, 2018.

Thellman said she supports the change and trusts everyone working in public service will do their best to operate on a professional level, with the public's best interest in mind. The change will be a system better for the employees and will give comfort with statute and liability issues. It makes sense and she trusts everyone to make it work.

Derusseau said she feels it is important to get County employees back under County supervision.

Motion was seconded by Thellman and carried 3-0.

ACCOUNT PAYABLE 11-29-17

Gaughan moved to approve accounts payable in the amounts of \$305,383.85 paid on 11/22/17, and \$126,017.51 to be paid on 11/30/17. Motion was seconded by Derusseau and carried 3-0.

Gaughan moved to adjourn the meeting. Motion was seconded by Thellman and carried 3-0.

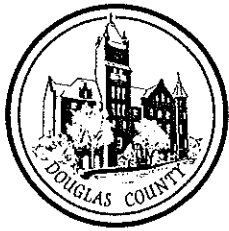
Nancy Thellman, Chair

Michelle Derusseau, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Mike Gaughan, Member



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

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Sarah Plinsky
Assistant County Administrator

MEMORANDUM

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Interim County Administrator

SUBJECT: Health Insurance Update

DATE: April 18, 2019

As requested at the March budget update work session, staff has prepared some additional information on the Douglas County employee health insurance program for the Commission to review. This information will be shared with department heads and employee groups within the next week. Staff anticipates bringing a plan recommendation, as well as a premium amount on stop loss coverage by the end of April. Open Enrollment happens in mid-May for a new plan year starting June 1, 2019.

In consultation with our Benefits consultant Willis Towers Watson (WTW), staff has reviewed the current year experience in preparation of setting premium equivalents for the upcoming plan year. Below is a summary of the current plan year experience.

Table 1: Claims Experience (June through February, Year to Year Comparison, Per Employee Per Month)

	Medical	Pharmaceutical	Dental	Total*
2017-2018	\$746	\$237	\$43	\$995
2018-2019	\$908	\$308	\$43	\$1,150

*The total is net pharmaceutical rebates and stop loss reimbursements, and doesn't include administrative costs.

Through February 2019, medical prescription drug and dental paid claims were \$1,150 per employee per month (PEPM), which is 15.5% higher than the February 2017-2018 Year to Date period. The total plan costs of \$1,296 PEPM is 8% higher than the budgeted accrual amount of \$1,199 PEPM.

For the current year, the plan has had 27 claimants over \$50,000 with a total of \$2,973,043 in paid claims, after a stop loss reimbursement of \$594,482. The specific stop loss deductible amount is \$175,000, with an additional aggregating stop loss amount of \$55,500. Through the same period last year, the plan had 23 large claimants over \$50,000, with a total paid claim amount of \$2,225,366, after anticipated stop loss reimbursements of \$105,538.

A four year trend of large claims experience has impacted our Stop Loss Insurance renewal. Last plan year, Douglas County changed stop loss providers to Tokio Marine HCC. The 2018-2019 quote was an increase of 11.84% over the previous year. As WTW, the County's broker for these services, approached coverage for the 2019-2020 plan year, other carriers provided preliminary estimates above the 55% increase rate cap set by WTW, some as high as 100% increase with a . The current carrier has asked for additional information on current large claims, and has not provided us with a renewal quote as of this date. The recommendations for 2019-2020 plan year include estimates for a 35% increase. Staff will bring the agreement for stop loss coverage back to the Commission once a renewal quote is secured.

Based on trends and prior period claims experience, WillisTowersWatson and staff have anticipated an 11.7% increase in plan expenses for the upcoming plan year. Included in the attachments is the Douglas County medical/Rx Expense Per Employee Per Month graph that highlights Douglas County's PEPM trend line and shows that the quarterly medical trend chart and the rolling 18-month trend.

Staff has worked with WillisTowersWatson to prepare several premium equivalent options for the County Commission to consider. Staff also considered several plan changes to modify the impact of the increase on premiums. The attachment labeled "Benefit Change Cost Analysis" shows several plan changes. The first two changes are to prescription formulary programs. These formulary programs provide rebates for using medications in the program and exclude some medications. If a member is taking a medication for a clinical reason and can provide documentation, the member can still take the excluded medication with the appropriate co-pay. Douglas County is already on the Standard Formulary. For the 2019-2020 Plan Year, the Standard Formulary will exclude six additional drugs impacting six employees. Moving to the Select Formulary impact 18 employees taking 14 medications. Savings to the plan for participating in a formulary program are significant, as outlined on the table.

At the April 5th Commission meeting, increasing the share of coverage retirees pay for coverage. Retirees currently pay 55% of the cost of the coverage. Subsidy of retire coverage is unusual and has remained at that percentage for many years. The actual costs for retiree care has surpassed the budgeted accrual for several years. Below is a table that outlines an increase in the cost share to retirees.

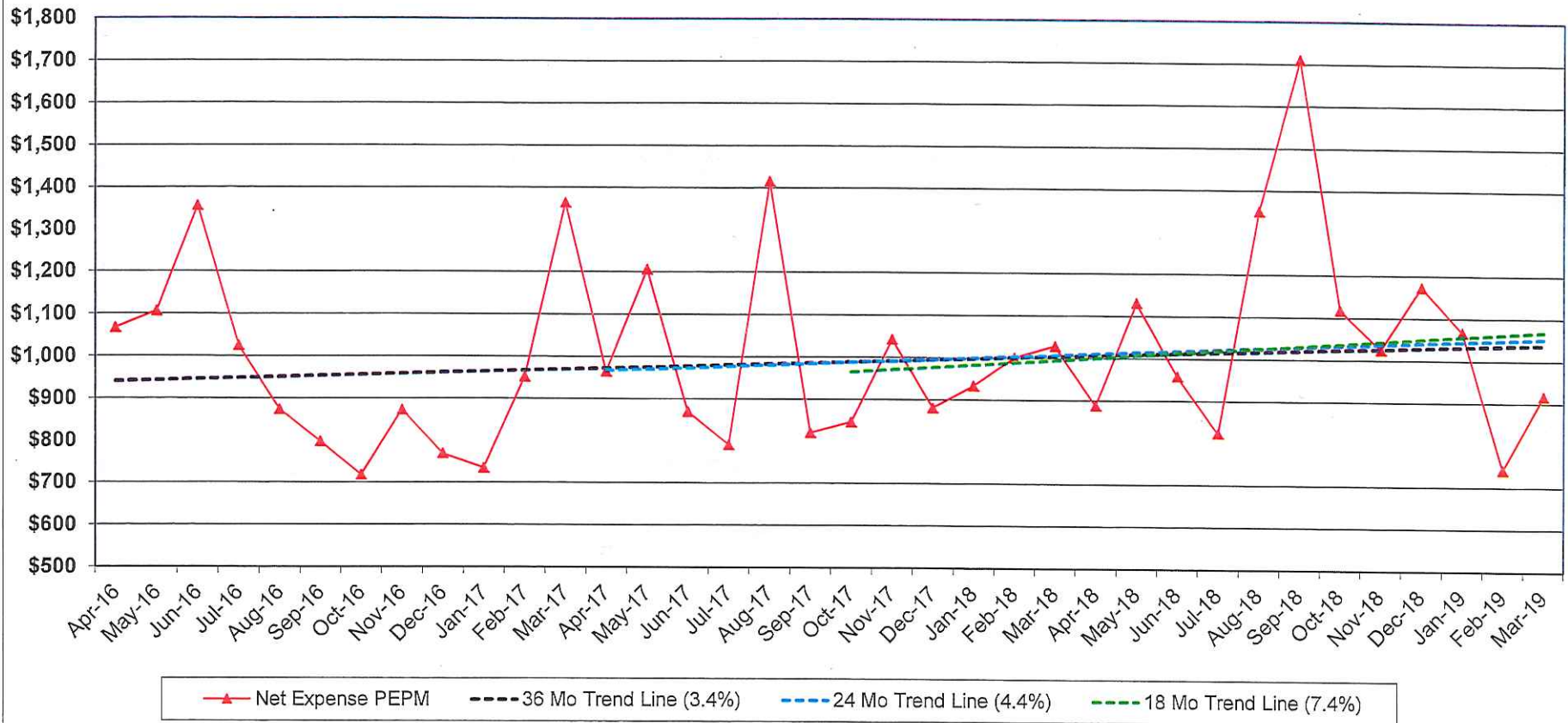
	2018-2019			2019-2020 (Option 1 plan increases)		
	Total Rate	Employer Rate (45%)	Plan Member Rate (55%)	Total Rate	Employer Rate (40%)	Plan Member Rate (60%)
Employee Only	\$ 701.64	\$ 315.74	\$ 385.90	\$ 757.54	\$ 303.02	\$ 454.52
E+1	\$ 1,372.35	\$ 617.56	\$ 754.79	\$ 1,481.69	\$ 592.68	\$ 889.01
Family	\$ 1,961.60	\$ 882.72	\$ 1,078.88	\$ 2,117.89	\$ 847.16	\$ 1,270.73

Several options for plan design changes are included in the packet. Staff reviewed cost increases and possible plan design changes with employee and plan member groups. There wasn't a consensus recommendation from those groups. Employee did suggest a modification to the proposed office visit copays for specialists that was incorporated in the Benefits Change Cost Analysis.

Staff is recommending Option 1, as outlined in the packet, as well as an increase in the retiree cost share to 60%.

Douglas County Medical/Rx Expense Per Employee Per Month

(Adjusted Paid Claims - Net of Stop Loss Reimbursements)



Douglas County - Baseline - Current Plan Design

June 2019 Estimated Premium Equivalents (plan year = 6/1/2019 - 5/31/2020)

With No Margin and 5% Med / 10% Rx Trend Assumption

Last updated: April 15, 2019

Plan	Enrolled	<u>2018-2019</u> Total Cost	<u>2019-2020</u> Total Cost*
<u>Medical / Rx / Dental</u>			
Employee Only	323	\$701.64	\$783.73
Employee +1	171	\$1,372.35	\$1,532.91
Family	178	\$1,961.60	\$2,191.11
Total	672	\$1,206.05	\$1,347.16
Total Annual Costs	672	\$9,725,596	\$10,903,252
% increase			11.7%
\$ increase			\$1,177,655

**Does not include Comparative Effectiveness Fee = \$1,941.*

The above exhibit is provided to assist in evaluating your program and estimating plan expenses. The evaluation was performed using data obtained from you and those providing benefits under your plan, including, but not limited to, providers, carriers, insurers and administrators and is unaudited. Due to unknown variables which can exist at the time this projection was performed, Willis Towers Watson cannot and does not guarantee any final outcomes.

Douglas County
BENEFIT CHANGE COST ANALYSIS - Plan Specific Decrements
 Effective 6/1/2019

Last updated: April 15, 2019

	Benefit	Current Benefits	Potential Revision	Plan Specific Decrements	Annual Projected Expected Medical/Rx Claims (Renewal Projection)	Annual Projected Expected Medical/Rx Claims (Renewal Projection) w / Benefit Revisions	Potential Annual Savings
1.	Rx Formulary	Standard Formulary	Select Formulary (Estimated \$239,000 additional Savings - 1/3 Realized from 6/1/2019-5/31/2020)	-0.863%	\$9,233,924	\$9,154,257	(\$79,667)
2.	Deductible	In-Network - \$300 Ind. / \$450 Fam. Out-of-Network - \$600 Ind. / \$1,050 Fam.	In-Network - \$350 Ind. / \$500 Fam. Out-of-Network - \$650 Ind. / \$1,100 Fam.	-0.437%	\$9,233,924	\$9,193,571	(\$40,352)
3.	Deductible	In-Network - \$300 Ind. / \$450 Fam. Out-of-Network - \$600 Ind. / \$1,050 Fam.	In-Network - \$400 Ind. / \$550 Fam. Out-of-Network - \$700 Ind. / \$1,150 Fam.	-0.875%	\$9,233,924	\$9,153,127	(\$80,797)
4.	Deductible	In-Network - \$300 Ind. / \$450 Fam. Out-of-Network - \$600 Ind. / \$1,050 Fam.	In-Network - \$500 Ind. / \$650 Fam. Out-of-Network - \$800 Ind. / \$1,200 Fam.	-1.565%	\$9,233,924	\$9,089,413	(\$144,511)
5.	Medical Out-Of-Pocket Maximum*	In-Network - \$2,100 Ind. / \$4,050 Fam. Out-of-Network - \$3,200 Ind. / \$6,250 Fam. (Rx OOP Max - \$5,250 Ind. / \$10,600 Fam.)	In-Network - \$2,200 Ind. / \$4,150 Fam. Out-of-Network - \$3,300 Ind. / \$6,350 Fam. (Rx OOP Max - \$5,700 Ind. / \$11,650 Fam.)	-0.235%	\$9,233,924	\$9,212,224	(\$21,700)
6.	Medical Out-Of-Pocket Maximum*	In-Network - \$2,100 Ind. / \$4,050 Fam. Out-of-Network - \$3,200 Ind. / \$6,250 Fam. (Rx OOP Max - \$5,250 Ind. / \$10,600 Fam.)	In-Network - \$2,250 Ind. / \$4,200 Fam. Out-of-Network - \$3,350 Ind. / \$6,400 Fam. (Rx OOP Max - \$5,650 Ind. / \$11,600 Fam.)	-0.395%	\$9,233,924	\$9,197,450	(\$36,474)
7.	Medical Out-Of-Pocket Maximum*	In-Network - \$2,100 Ind. / \$4,050 Fam. Out-of-Network - \$3,200 Ind. / \$6,250 Fam. (Rx OOP Max - \$5,250 Ind. / \$10,600 Fam.)	In-Network - \$2,500 Ind. / \$4,450 Fam. Out-of-Network - \$3,600 Ind. / \$6,700 Fam. (Rx OOP Max - \$5,400 Ind. / \$11,350 Fam.)	-0.705%	\$9,233,924	\$9,168,824	(\$65,099)
8.	Office Vist Copay	\$25 Primary Physican / \$25 Specialist	\$25 Primary Physican / \$50 Specialist	-0.200%	\$9,233,924	\$9,215,456	(\$18,468)
9.	Rx Copays	\$20/\$40/\$50/\$70 X's 3 for 90-Day Supply	\$25/\$50/\$60/\$80 X's 3 for 90-Day Supply (No Change to Specialty)	-0.456%	\$9,233,924	\$9,191,817	(\$42,107)

*ACA 2019 Out-of-Pocket Limit Increased from \$7,350 Single / \$14,700 Family to \$7,900 Single / \$15,800 Family

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Douglas County - Option 1 - Select Rx Formulary, \$200 Increase to Ded, \$400 Increase to Medical OOP, Increase OV Copays \$25 PCP/\$50 Specialists & Increase Rx Copays \$25/\$50/\$60/\$80 (#'s 1,4,7,8 & 9 from Benefit Summary Page)

June 2019 Estimated Premium Equivalents (plan year = 6/1/2019 - 5/31/2020)

With No Margin and 5% Med / 10% Rx Trend Assumption

Last updated: April 15, 2019

Plan	Enrolled	<u>2018-2019</u> Total Cost	<u>2019-2020</u> Total Cost*
<u>Medical / Rx / Dental</u>			
Employee Only	321	\$701.64	\$757.54
Employee +1	175	\$1,372.35	\$1,481.69
Family	178	\$1,961.60	\$2,117.89
Total	674	\$1,208.53	\$1,304.82
Total Annual Costs	674	\$9,774,630	\$10,553,400
% increase			8.0%
\$ increase			\$778,770
Estimated Savings from Baseline			(\$349,851)

**Does not include Comparative Effectiveness Fee = \$1,941.*

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Douglas County - 6/1/2019 Effective Date

2019-2020 Medical / Rx / Dental Premium Rate Sheet - Option 1 Changes - (#'s 1,4,7,8 & 9)

	2018-2019 Monthly Premium Rates					2019-2020 Monthly Premium Rates				
	Enroll	Total Rate	ER Rate	EE Rate	EE Cost Share	Enroll	Total Rate	ER Rate	EE Rate	EE Cost Share
Full Time Employees										
Employee Only	323	\$701.64	\$631.48	\$70.16	10.00%	323	\$757.54	\$681.79	\$75.75	10.00%
Employee + 1	171	\$1,372.35	\$1,097.87	\$274.48	20.00%	171	\$1,481.69	\$1,185.34	\$296.35	20.00%
Family	178	\$1,961.60	\$1,569.28	\$392.32	20.00%	178	\$2,117.89	\$1,694.31	\$423.58	20.00%
Total/Avg	672	\$1,206.05	\$998.56	\$207.49		672	\$1,302.14	\$1,078.12	\$224.02	
Grand Total										
Monthly Total	672	\$810,466	\$671,036	\$139,431		672	\$875,038	\$724,499	\$150,540	
Annual Total	672	\$9,725,596	\$8,052,428	\$1,673,169		672	\$10,500,460	\$8,693,986	\$1,806,474	
Combined Annual Total		\$9,725,596	\$8,052,428	\$1,673,169			\$10,500,460	\$8,693,986	\$1,806,474	
ER / EE Cost Share %			82.8%	17.2%				82.8%	17.2%	
			\$ Savings from Baseline				(\$402,791)	(\$333,496)	(\$69,295)	
			% Savings from Baseline				-3.69%	-3.69%	-3.69%	

Douglas County - Option 2 - \$50 Increase to Ded & OOP (#'s 2 & 5 from Benefits Summary Page)

June 2019 Estimated Premium Equivalents (plan year = 6/1/2019 - 5/31/2020)

With No Margin and 5% Med / 10% Rx Trend Assumption

Last updated: April 17, 2019

Plan	Enrolled	<u>2018-2019</u> Total Cost	<u>2019-2020</u> Total Cost*
<u>Medical / Rx / Dental</u>			
Employee Only	323	\$701.64	\$779.01
Employee +1	171	\$1,372.35	\$1,523.68
Family	178	\$1,961.60	\$2,177.91
Total	672	\$1,206.05	\$1,339.04
Total Annual Costs	672	\$9,725,596	\$10,798,036
% increase			11.0%
\$ increase			\$1,072,440
Estimated Savings from Baseline			(\$60,744)

**Does not include Comparative Effectiveness Fee = \$2,016.*

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Douglas County - 6/1/2019 Effective Date

2019-2020 Medical / Rx / Dental Premium Rate Sheet - Option 2 Changes - (#'s 2 & 5)

	2018-2019 Monthly Premium Rates					2019-2020 Monthly Premium Rates				
	Enroll	Total Rate	ER Rate	EE Rate	EE Cost Share	Enroll	Total Rate	ER Rate	EE Rate	EE Cost Share
Full Time Employees										
Employee Only	323	\$701.64	\$631.48	\$70.16	10.00%	323	\$778.20	\$700.38	\$77.82	10.00%
Employee + 1	171	\$1,372.35	\$1,097.87	\$274.48	20.00%	171	\$1,522.10	\$1,217.67	\$304.43	20.00%
Family	178	\$1,961.60	\$1,569.28	\$392.32	20.00%	178	\$2,175.64	\$1,740.51	\$435.13	20.00%
Total/Avg	672	\$1,206.05	\$998.56	\$207.49		672	\$1,337.65	\$1,107.52	\$230.13	
Grand Total										
Monthly Total	672	\$810,466	\$671,036	\$139,431		672	\$898,901	\$744,256	\$154,645	
Annual Total	672	\$9,725,596	\$8,052,428	\$1,673,169		672	\$10,786,816	\$8,931,077	\$1,855,738	
Combined Annual Total		\$9,725,596	\$8,052,428	\$1,673,169			\$10,786,816	\$8,931,077	\$1,855,738	
ER / EE Cost Share %			82.8%	17.2%				82.8%	17.2%	
			\$ Savings from Baseline				(\$116,436)	(\$96,404)	(\$20,031)	
			% Savings from Baseline				-1.07%	-1.07%	-1.07%	