

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, MAY 1, 2019

4:00 p.m. - WORK SESSION

- (1) [Open Space Project Charter review \(Helen Schnoes\)](#)

5:30 p.m. BUSINESS MEETING

[-Proclamation declaring May 2019 as "Mental Health Month" \(Patrick Schmitz\)](#)

CONSENT AGENDA

- (1)
 - (a) Consider approval of Commission Orders;
 - (b) [Receive 2018 County Engineer's Annual Report \(Keith Browning\);](#)
 - (c) [Consider approval of low bid for supply of Highway De-Icing Salt \(Keith Browning\);](#)
 - (d) [Consider approval to amend and extend the contract with Advanced Correctional Healthcare \(AHC\) for inmate services at the jail \(Gary Bunting\);](#)
 - (e) [Consider approval of acquisition of permanent and temporary easement for structure replacement for Project No. 2017-57 \(Str. No. 11.38N-22.00E\) \(Kevin Sontag\);](#)
 - (f) [Consider approval of permanent easement for intersection improvements for Project No. 2019-20 \(Kevin Sontag\);](#)
 - (g) [Consider approval of acquisition of permanent, drainage, and temporary easement for road improvements for Project No. 2019-12. \(Kevin Sontag\);](#)
 - (h) Consider approval of the minutes for April 17, 2019; and
 - (i) Accounts payable

REGULAR AGENDA

- (2) [Consider a proposal by the Abdallah Shriners to offer a beer garden at the 2019 Douglas County Fair \(David Metsker\)](#)
- (3) [Consider approval of an agreement with Artists Helping the Homeless to provide respite housing service to Douglas County residents \(Jill Jolicoeur\)](#)
- (4) 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
- (5) 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.
- (6) Committee Reports
- (7) Commissioner and/or Administrator Miscellaneous
- (8) Adjourn

WEDNESDAY, MAY 8, 2019

5:30 p.m. – REGULAR MEETING

- Proclamation for “Mental Health Month” (Patrick Schmitz)
- Approve a Site Plan, SP-19-00201, for Crititech, located at 1845 & 1849 E 1450 Rd. Submitted by Allen Belot Architect, for Crititech Particle Engineering Solutions, LLC, and Crititech Inc, property owner of record. (Becky Pepper is the Planner)

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, MAY 29, 2019 – cancelled.

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.*



Open Space Project Charter Draft

Douglas County Board of County Commissioners

May 1, 2019 Study Session

Lawrence-Douglas County Sustainability Office

Study Session Purpose

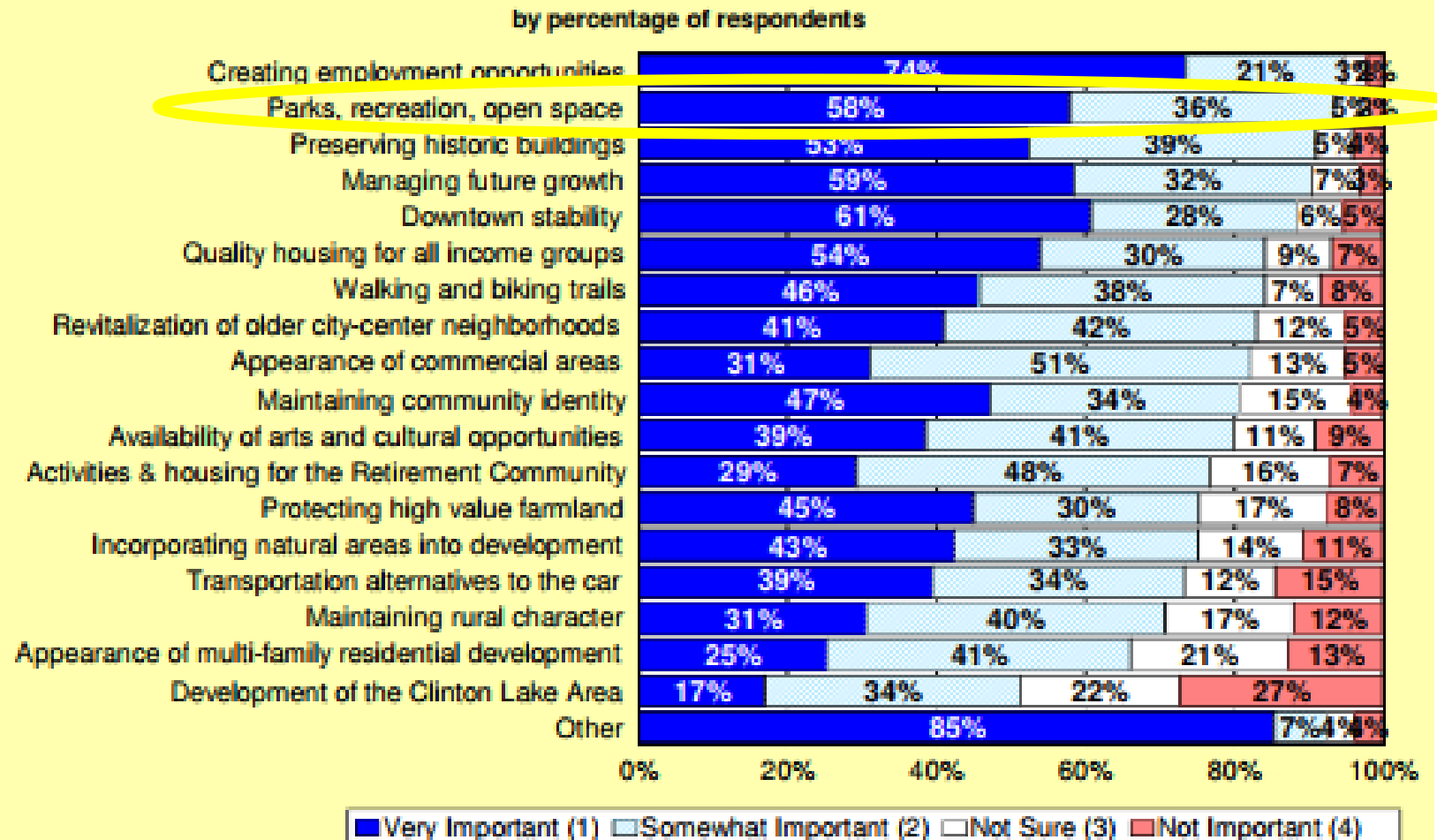
- Work toward shared commitment to County-convened open space planning process
- Discuss high-level components suggested in draft project charter

➤ Outcome

1. Direct edits to project charter

Open
space is a
community
value

Q1. How Respondent Households Rate the Importance of the Following Issues in the City of Lawrence and Unincorporated Area of Douglas County Provide

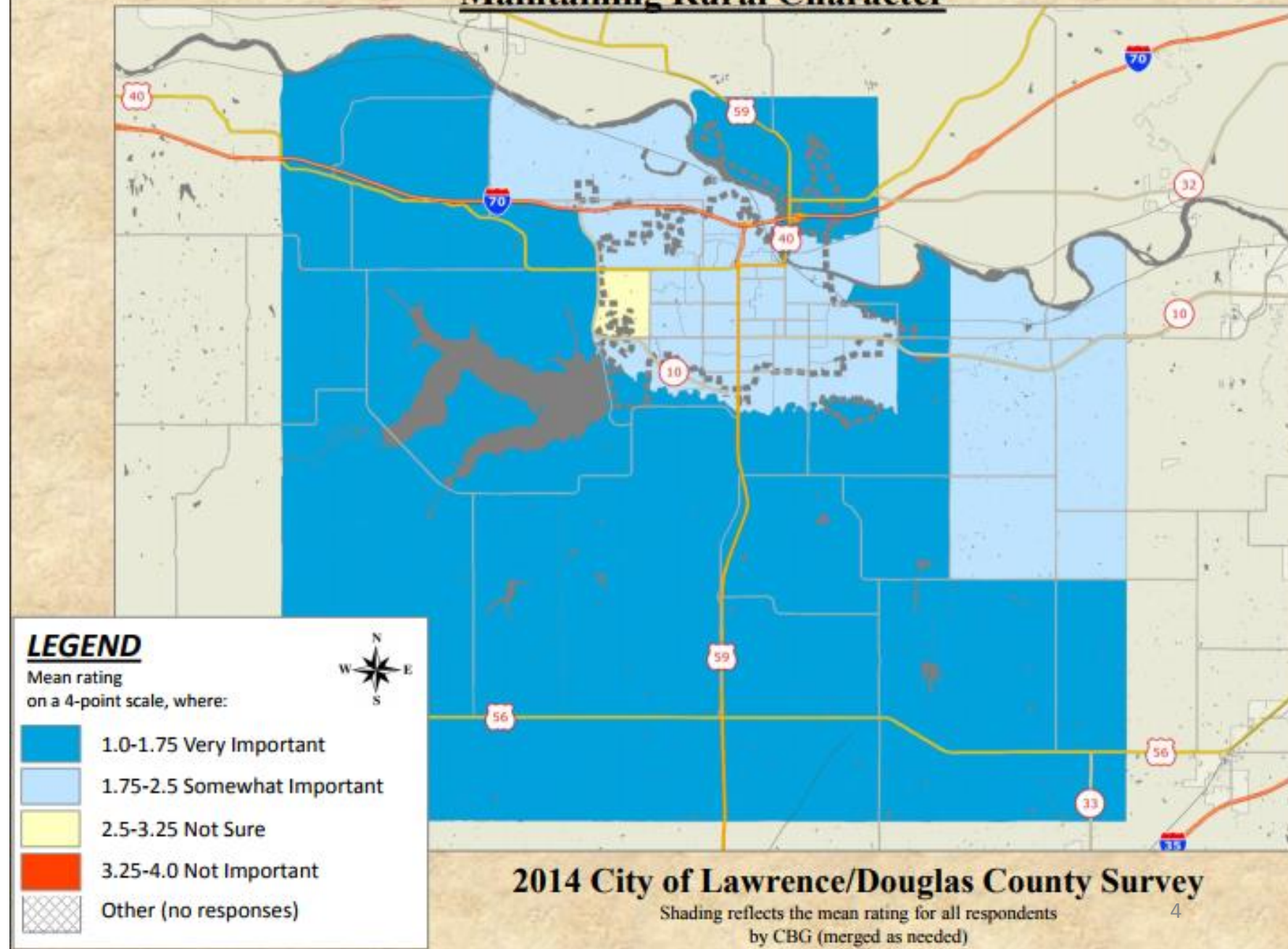


Source: Leisure Vision/ETC Institute for the City of Lawrence/Douglas County (2014)

Open
space is a
community
value



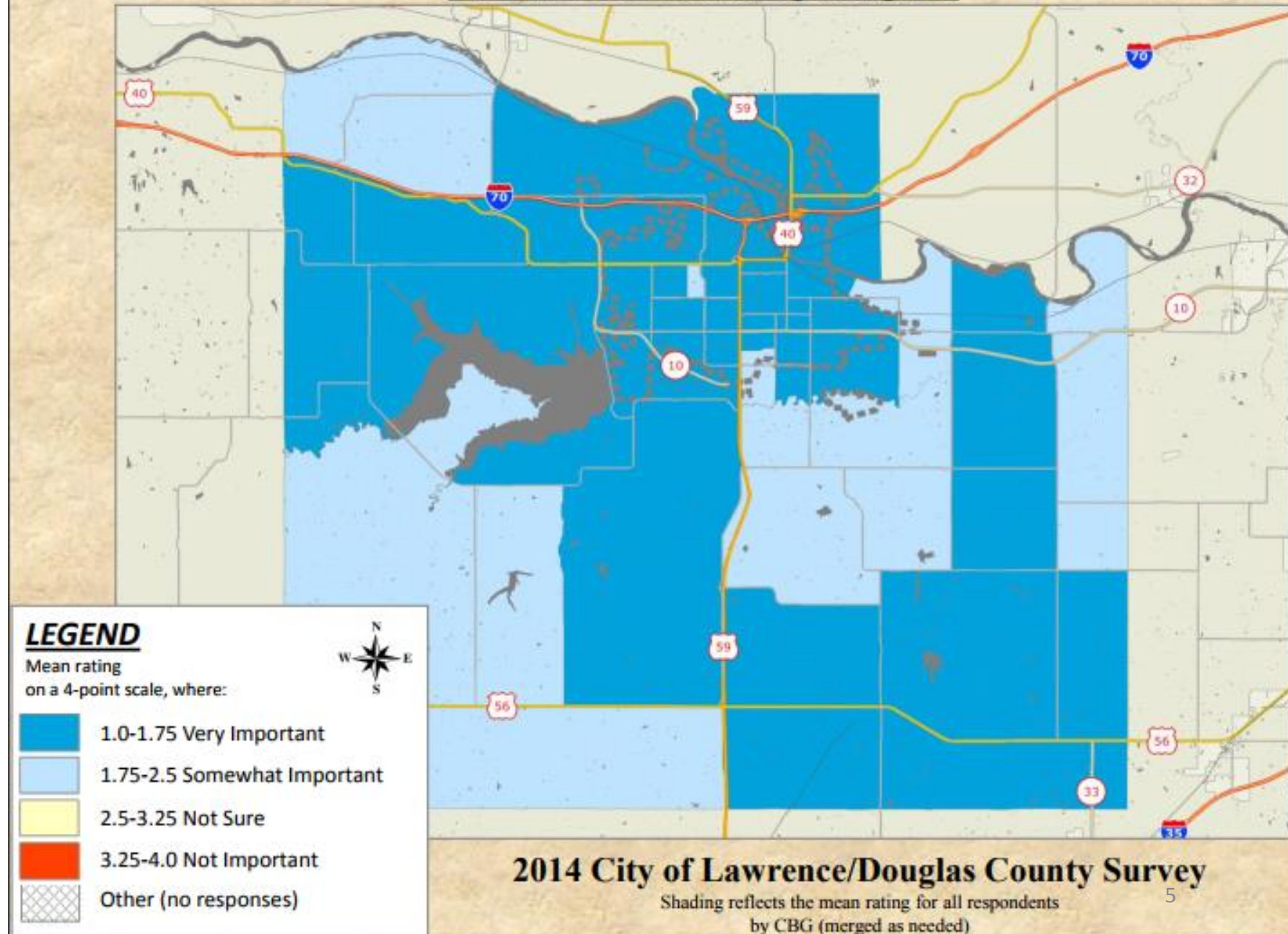
Q1a: Respondent Rating of the Level of Importance for Maintaining Rural Character



Open
space is a
community
value



Q1n: Respondent Rating of the Level of Importance for Parks, Recreation, Open Space

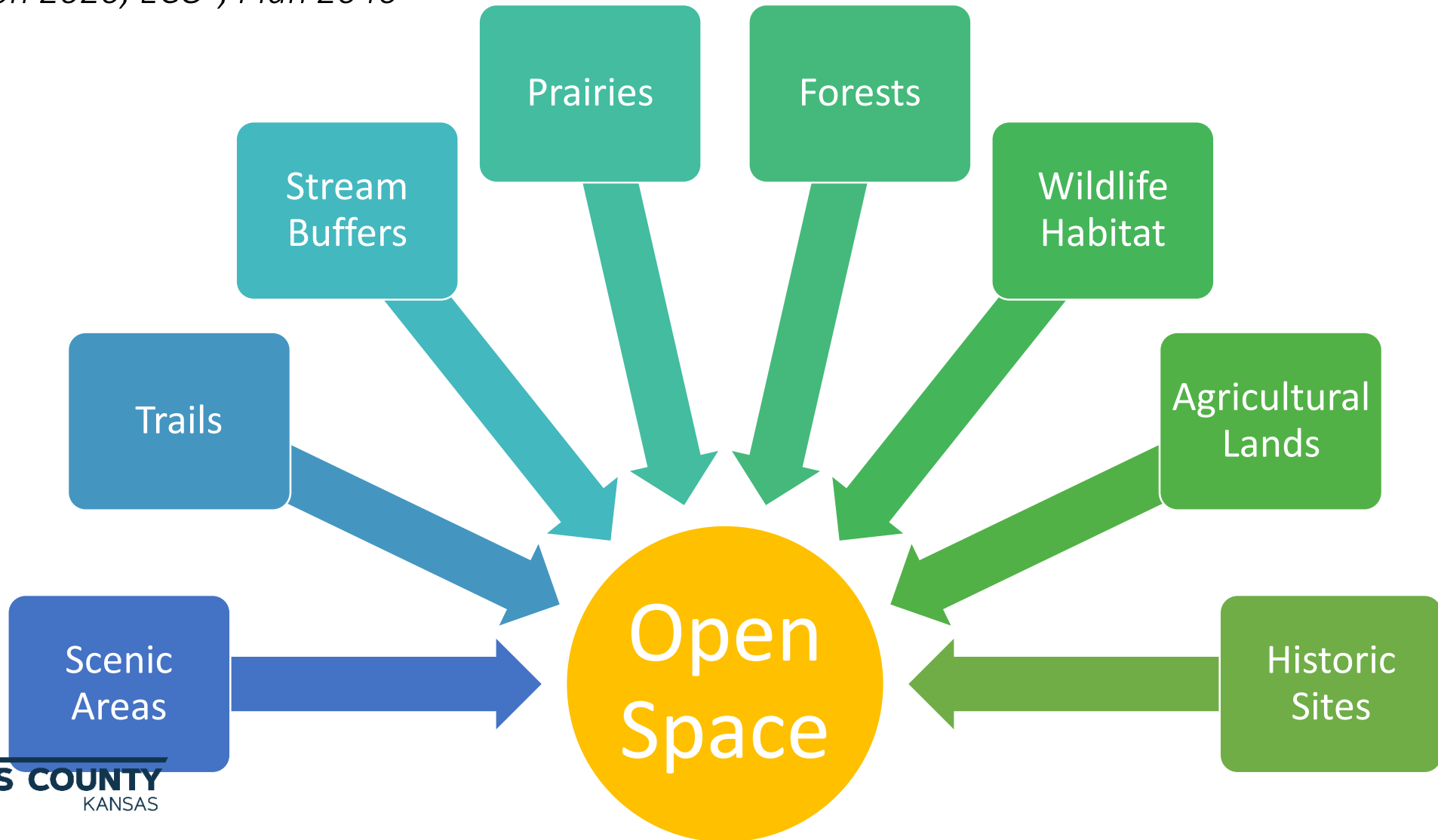


So how do we intentionally work together as a community given this importance?

- Shared definition
- Explore tough interpretations
- Seek multiple interpretations, unusual voices through intentional process

Use previously-established definitions

Horizon 2020, ECO², Plan 2040



Looking Back

Themes: Legacy, Loss, & Limited Implementation

B18 L

THE NEW YORK TIMES NATI

Ignoring Pleas of Environmentalists, A Kansan Plows His Virgin Prairie

Special to The New York Times

LAWRENCE, Kan., Nov. 22 — The largest remaining stretch of virgin prairie in northeast Kansas disappeared under the plow this week after futile attempts by the Nature Conservancy and local environmentalists to buy it.

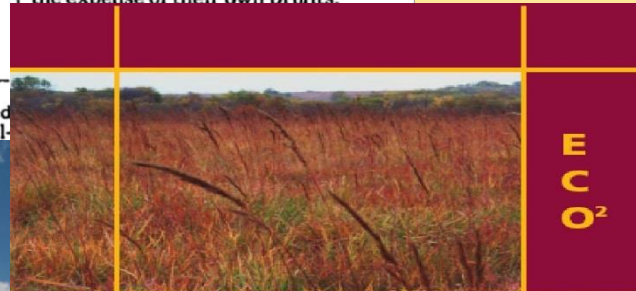
The plowing of the 80-acre Elkins Prairie was first noticed soon after sunrise on Sunday, and the news quickly spread to a community group that had worked for two years to pre-

A landowner foils those who would save land that knew no fences.

it's his prerogative."

But Buzz Hoagland, a biology professor at the University of Kansas, argued that individuals have a responsibility to preserve the environment, even at the expense of their own profits.

Wolf said, a bid that had unintended consequences. The organization's fail-



E
C
O²



INDUSTRIAL AND
OPEN SPACE PLAN

Akin Prairie, Kansas Land Trust

*It is important that **the County take an active role in preserving unique landscapes, open spaces, and historic sites** that present recreational opportunities. It is also important that **the County work in partnership** with the communities of Baldwin City, Eudora, Lawrence, and Lecompton to help create a regional park, recreation, and **open space system that ties the communities together** and furthers the intent of each community's desire to **provide quality services to its residents and visitors.***

(Horizon 2020 9-1)

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After more than two decades of argument, SLT to open; reflections on the fight that enveloped the community

NEWS

NOV 3, 2016 - 12:37PM

CHAD LAWHORN

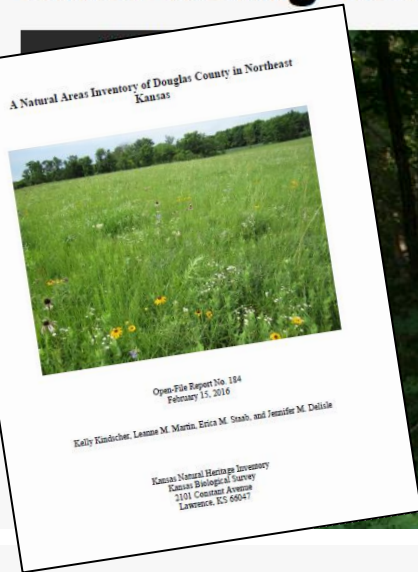
f SHARE t TWEET



Harnessing Momentum

Themes: Asset-based, action-oriented, accountable

KU's Baldwin Woods Forest Preserve grows after being designated a Legacy Forest



Douglas County projects recommend \$260K in Heritage Grant funding

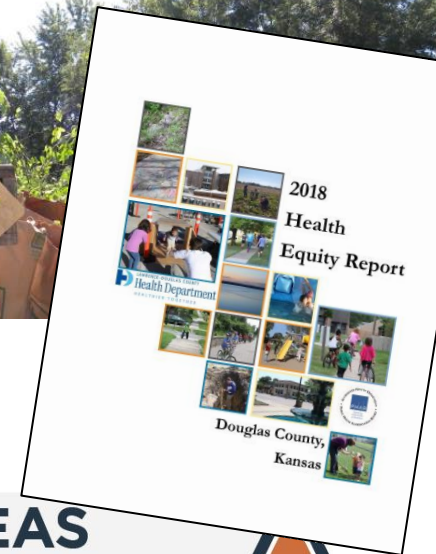
NEWS
MAY 8, 2017 - 5:28PM

ELVYN JONES

Douglas County commissioners will be asked Wednesday to approve Natural and Cultural Heritage Conservation Grants, including a \$104,000 grant to the University of Kansas Center for Research Inc., to identify natural and cultural resources and protect them.

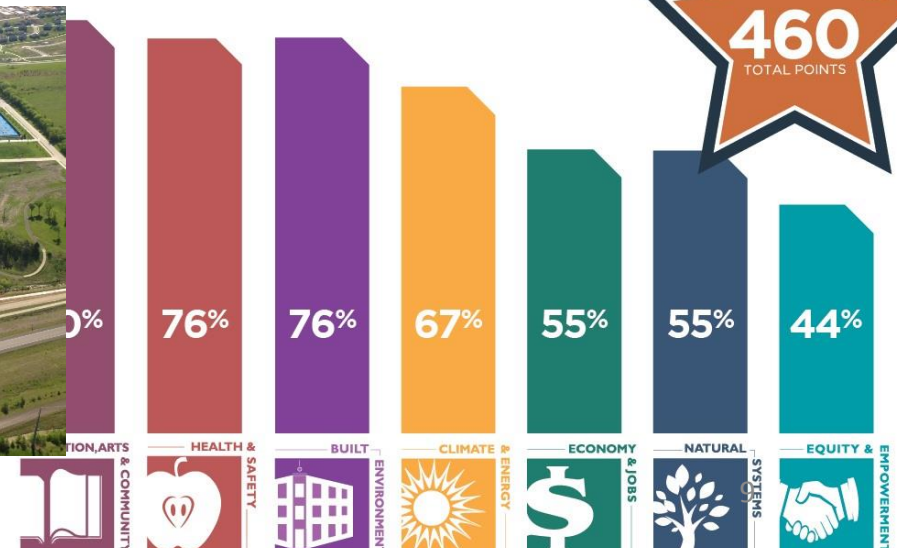


Elderberry, hazelnut and pawpaw: Restoration project brings native trees and plants back to bank of Kansas River



STAR GOAL AREAS

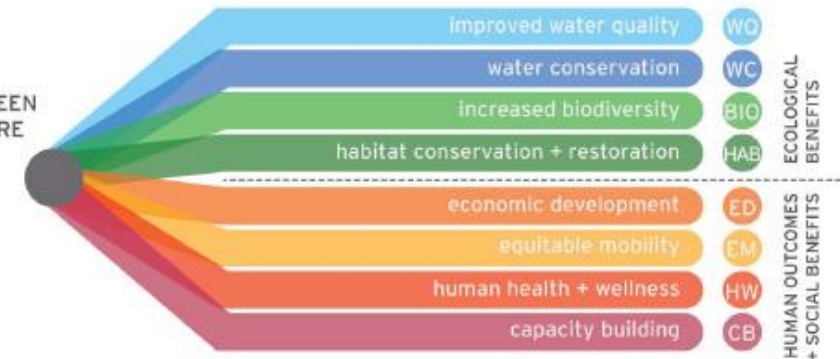
% OF AVAILABLE POINTS AWARDED



Bring new perspectives to open space discussions



NETWORK OF GREEN INFRASTRUCTURE SOLUTIONS = STACKED BENEFITS



Land for Climate Protection

RELATED NEWS
OSI Grant Nearly Doubles Central Tennessee's Popular Piney Falls State Natural Area

OSI Grant Helps Expand North Carolina's DuPont State Forest by

Conserving land in response to climate change

It's easy to assume we can address climate change by protecting the places where plants and animals live today. But the truth is,



Open Space Plan Components

Setting shared community vision and priority outcomes

PROJECT STAKEHOLDER ORGANIZATIONS

- Local County Governments
- Local City Governments
- Media
- Utility Companies
- Corporations
- Conservation Organizations
- Sustainability Organizations
- Environmental Organizations
- Historical Societies
- Bicycle Clubs
- Garden Clubs
- Bird & Wildlife Clubs
- Horse Clubs
- Schools
- Engineering Firms
- Land Trusts
- Real Estate
- Trail Organizations
- Builders Association
- Outdoor Retailers
- Museums
- Federal Agencies** (National Park Service, U.S. Fish & Wildlife Service, U.S. Forest Service, U.S. Geological Survey, U.S. Department of Agriculture, U.S. Army Corps of Engineers)
- State Agencies** (Arkansas Game and Fish Commission, Arkansas

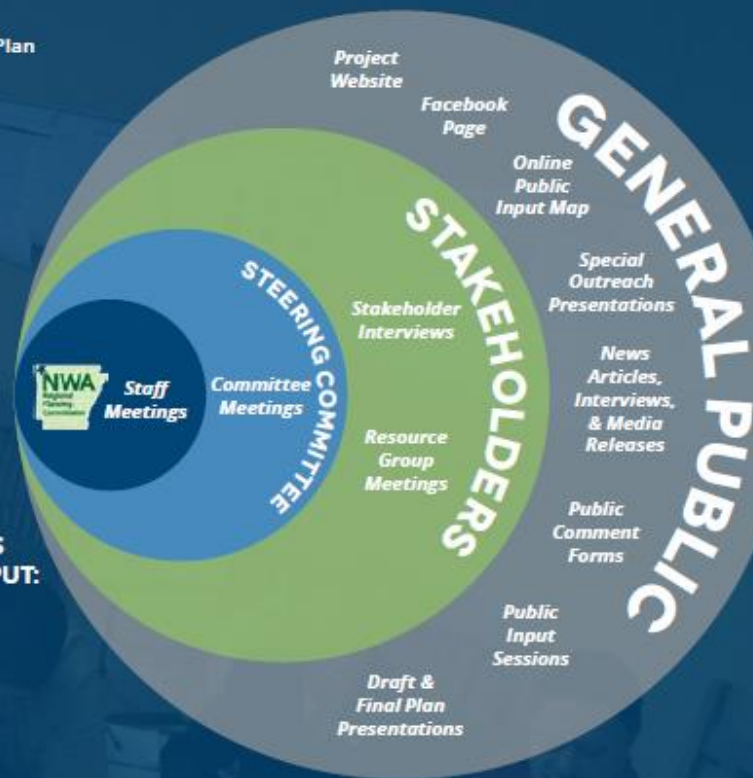
ORGANIZATIONS WITH REPRESENTATIVES ON THE PROJECT STEERING COMMITTEE

- Arkansas Archeological Survey
- Arkansas Forestry Commission
- Beaver Watershed Alliance
- Beaver Water District
- Benton County
- City of Bentonville
- City of Fayetteville
- City of Gentry
- City of Rogers
- City of Siloam Springs
- City of Springdale
- Farm Bureau
- Fayetteville Natural Heritage Association
- Goddard Geographics
- Illinois River Watershed Partnership
- Local Historians
- National Park Service
- The Nature Conservancy of Arkansas
- Northwest Arkansas Council
- Northwest Arkansas Land Trust
- NWA Regional Planning Commission
- United States Army Corps of Engineers
- University of Arkansas – Planning
- University of Arkansas – Extension Service
- Washington County

Northwest Arkansas Open Space Plan

Public Process Snapshot

KEY TYPES OF MEETINGS & PUBLIC INPUT:



Open Space Plan Components

Setting shared community vision and priority outcomes

Conducting geospatial analysis

Greater Kansas City Green Region Explorer

MetroGreen Corridors

— Existing

- - - Planned

Forest Conservation/Restoration Priorities

Forest Restoration Priorities

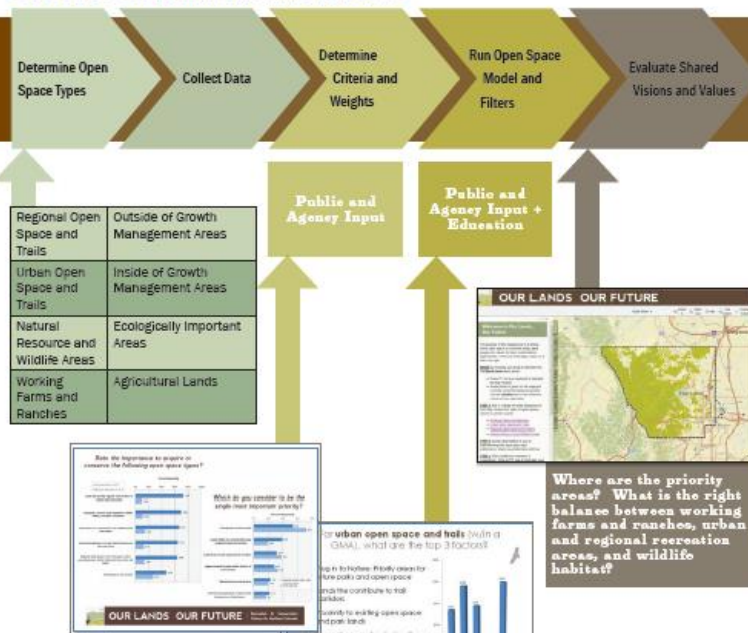
■ High
■ Low

Forest Conservation Priorities

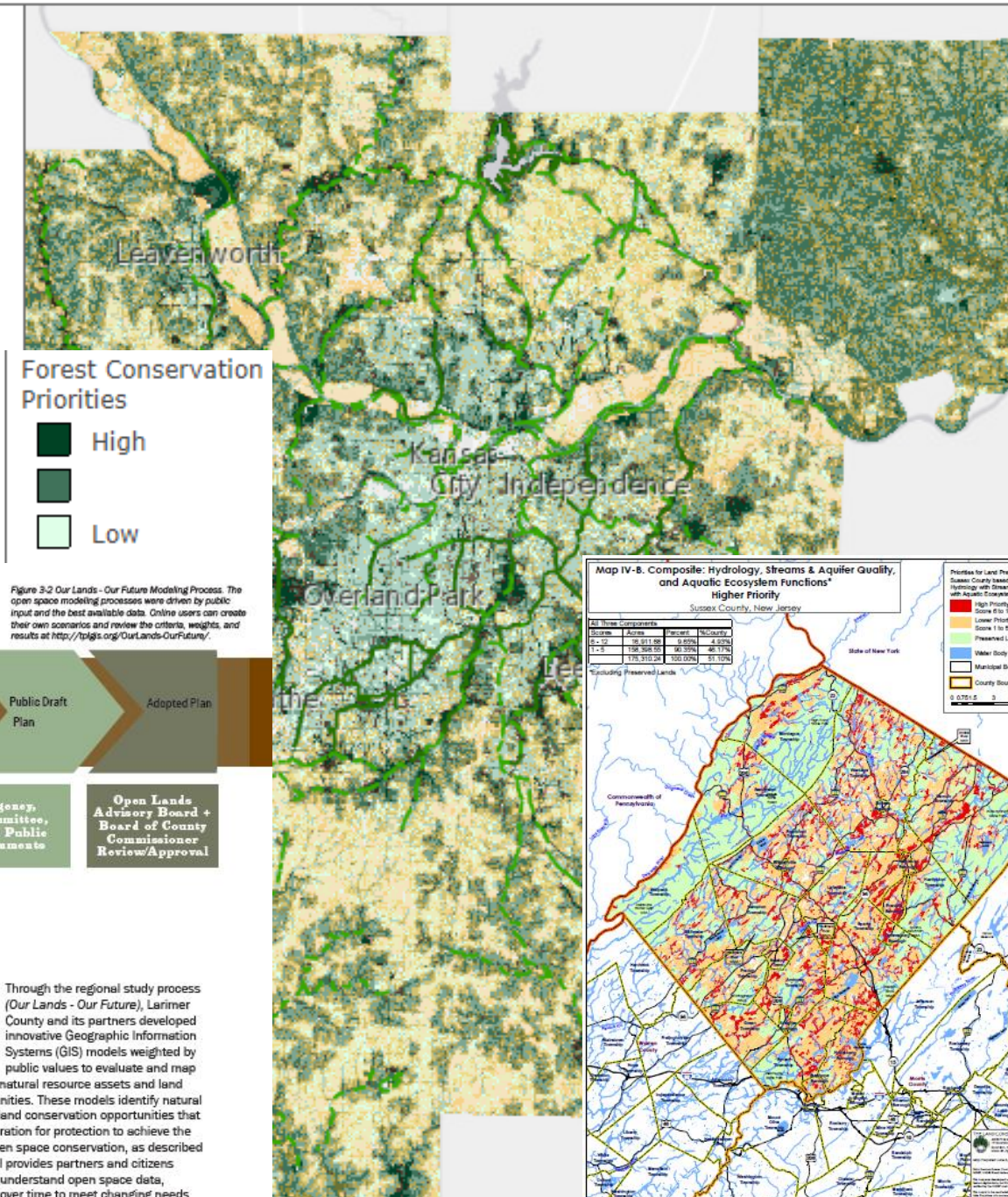
■ High
■ Low

Figure 3-2 Our Lands - Our Future Modeling Process. The open space modeling processes were driven by public input and the best available data. Online users can create their own scenarios and review the criteria, weights, and results at <http://tpgis.org/OurLands-OurFuture/>.

OUR LANDS - OUR FUTURE MODELING PROCESS



OPEN LANDS MASTER PLAN PROCESS



Open Space Plan Components

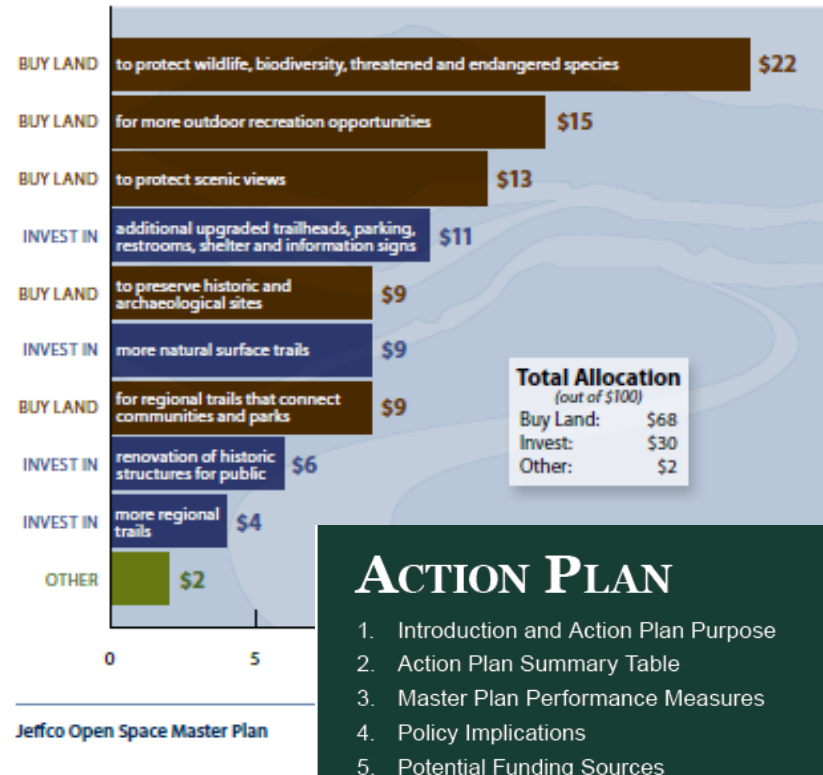
Setting shared community vision and priority outcomes

Conducting geospatial analysis

Identifying funding needs and sources for implementation

Suggesting regulatory/operational changes

Establishing sustainable framework for on-going cooperation and coordination



OUR NATURAL LEGACY COMPONENT

CONSERVATION OF NATURAL AREAS AND FARMLANDS

Lead Organizations

Greenbelt Land Trust of Mid-Missouri, City of Columbia, Missouri Department of Conservation, Missouri Department of Natural Resources, Ozark Regional Land Trust, Katy Land Trust, Missouri Department of Agriculture

Cost

Initial \$200,000 land preservation fund, to facilitate easements, other fundraising tied to opportunities as they arise.

Timeline

Ongoing



Table 7-1: Action Plan

OBJECTIVE	
OS 1	Recognize the importance of Delaware County's natural features as resources to be conserved and enhanced.
ACTION	<i>Delaware County will...</i>
OS 1.1	Raise awareness on the part of municipal officials and residents on the importance of conserving natural features and resources. ●
OS 1.2	Promote the use of conservation design principles in new land developments. ●
OS 1.3	Provide technical assistance to municipalities in conserving and enhancing natural features. ●
OS 1.4	Install and enhance riparian buffers on County-owned properties. ●
OS 1.5	Provide technical assistance to municipalities in increasing tree canopy coverage. ●
	<i>Municipalities are encouraged to...</i>
OS 1.6	Identify significant natural feature areas for conservation. ▲
OS 1.7	Coordinate educational outreach to promote the importance of natural features. ●
OS 1.8	Adopt ordinances providing protection for the natural features of Delaware County. ▲
OS 1.9	Utilize conservation design practices in municipal zoning and subdivision and land development ordinances. ◆
OS 1.10	Prioritize the protection of Natural Heritage Areas identified in the Natural Heritage Inventory of Delaware County. ▲

▲ : Short Range (1-5 Years) ◆ : Medium Range (5-10 Years) ■ : Long Range (10+ Years) ● : Ongoing

Project Charter Purpose

- Provides a guiding framework for to create an Open Space Plan
- Establishes shared understanding and expectations

In approving this project charter the County Commission signifies its support for the general project purpose and process outline, acknowledging that the details will evolve.

Key Questions for Commissioners

- Does the Commission have a shared commitment to convening this open space planning process?
- What is most important to you going forward?
 - Process components
 - Plan components and outcomes

Study Session Outcome

1. Direct edits to project charter

Next Steps:

- 1. Commission project charter approval (later in May, likely on the consent agenda if changes minor)*
- 2. Active pursuit of Best Case Scenario funding in Partners for Places grant*
- 3. Staff begin Phase 1 tasks: communications planning, staff coordination, informal stakeholder conversations, preliminary asset inventory*

Additional slides for reference
during study session

What Could Plan Process Look Like? WHO

Douglas County Board of County Commissioners

- Convene process
- Final adopting body

Lawrence-Douglas Co. Sustainability Office

- Project management
- Staff-level collaboration

Appointed Community Steering Committee

- Diverse mix of stakeholder groups, municipal leaders, county residents, and local technical experts
- Provide process oversight and direction

County residents, public, private, non-profit stakeholders

- Multiple engagement opportunities throughout project

Open Space Planning Experts

- Hired consulting team to lead plan development (Phases 4-5)

What will Plan Process look like? WHEN

Phase	Milestones	Timeline
Phase 1	Project Initiation	Spring – Summer 2019
Phase 2	Convene Community Steering Committee	Fall 2019
Phase 3	Develop Request for Proposals to Hire Open Space Experts	Fall 2019 – Winter 2020
Phase 4	Community Visioning and Plan Development	Spring 2020 – Fall 2020
Phase 5	Receive and Review Draft Plan	Fall 2020 – Winter 2021
Phase 6	Plan Approval and Implementation Action Strategy Launch	Spring 2021

What will Plan Process look like? HOW

Source	Partners for Places Grant from Funders Network with 1:1 match from Douglas County Community Foundation Funds
Timing	Grant due July 30, 2019 for October 2019 award (Alternative: <i>Subsequent funding cycles also anticipated in January 2020 and July 2020</i>)
Scope	Cover full costs of external open space consultant to lead plan development. Grant application for two-year agreement. (Alternative: <i>One-year grant award; adjust Phases/Tasks for shorter timeline</i>)
Budget	\$100,000 - \$150,000 Range based on research of similar planning projects

What will Plan Process look like? OUTCOMES

- Shared community vision and priority outcomes for open space
- Geospatial analysis to target preservation / conservation areas
- Identified funding needs and sources for implementation
- Recommendations for regulatory / operational changes
- Sustainable framework for on-going cooperation and coordination

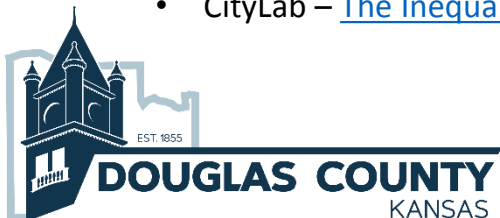
Plan 2040 Parks, Recreation, & Open Space *Implementation (draft)*

- 1.3 Coordinate park and open space standards between Douglas County and Lawrence.
- 2.1 Incentivize land dedications and other voluntary mechanisms to protect natural and historic areas of the community for public purposes.
- 2.3 Create awareness and educational programs showing the benefits of key natural and historic areas.
- 5.1 Promote sensitive land retention through programs such as conservation easements.

Citations

Open Space Plans + Resources

- [Northwest Arkansas](#)
- [Columbia and Boone County, Missouri](#)
- [Larimer County, Colorado](#)
- [Jefferson County, Colorado](#)
- [Delaware County, Pennsylvania](#)
- [Sussex County, New Jersey](#)
- [Adams County, Colorado](#)
- Mid-American Regional Council (Kansas City Region)
 - [Natural Resources Inventory](#) + [Green Region Explorer](#)
 - [MetroGreen](#)
 - [Green Infrastructure Framework](#) + [Playbook](#)
- Delaware Valley Regional Planning Commission – [Return on Environment](#)
- Wisconsin Sea Grant – [Tackling Barriers to Green Infrastructure](#)
- Open Space Institute -- [Land for Climate Protection](#)
- CityLab – [The Inequality of America's Parks and Green Space](#)



Local Resources

• Plans / Reports

- [Horizon 2020](#)
- ECO² -- will be posted online when project site created
- [ETC Survey for Plan 2040 public input](#)
- [STAR Sustainability Rating System](#)
- [Natural Resources Inventory, Kansas Biological Survey](#)
- [Health Equity Report, Lawrence-Douglas County Health Department](#)
- [Plan 2040 \(draft\)](#)

• Lawrence-Journal World Stories

- [After more than two decades of argument, SLT to open](#)
- [Douglas County projects recommended for \\$260K in Heritage Grant funding](#)
- [KU's Baldwin Woods Forest Preserve grows after being designated a Legacy Forest](#)
- [Elderberry, hazelnut, and pawpaw: Restoration project brings native trees and plants back to bank of Kansas River](#)
- [New York Times – Ignoring Pleas of Environmentalists, A Kansan Plows His Virgin Prairie, November 23, 1990](#)
- [Lawrence Loop, LiveWell Douglas County](#)
- [Kansas Land Trust, Akin Prairie](#)
- [Douglas County Heritage Conservation Council](#)

Douglas County Kansas Open Space Plan Project Charter

Purpose

This project charter provides a guiding framework to create an Open Space Plan for Douglas County, Kansas. It establishes shared understanding and expectations for the county, municipalities, community partners, businesses, and residents. In approving this project charter the County Commission signifies its support for the general project purpose and process outline, acknowledging that the details will evolve.

What Is Open Space?

This charter uses the definitions of open space established through previous local community-driven planning processes. This intentionally-broad shared starting point can be refined as necessary going forward. See Addendum A for full summary of definitions from Horizon 2020, ECO², and Plan 2040.

Common elements of open space include: scenic areas, passive recreation areas including trails, buffers between land uses and along water ways, environmentally sensitive / ecologically significant areas (native prairies, mature forest, wetlands, and wildlife habitat), agricultural lands, and historic sites.

What Is an Open Space Plan?

A Douglas County Open Space Plan would provide a new tool for the county government to intentionally work with public, private, and community partners on shared priorities. As a strategic multiyear framework for implementing the vision and goals of adopted comprehensive plans, it includes:

1. **Setting shared community vision and priority outcomes** by reviewing community plans, existing assets, and conducting an inclusive and transparent engagement process
2. **Conducting geospatial analysis** of county landscapes to identify target conservation areas
3. **Identifying funding needs and sources for implementation**, such as county/municipal budget allocation, grants, and creative partnership fundraising for collective endeavors
4. **Suggesting regulatory/operational changes**, such as zoning codes and departmental structure
5. **Establishing a sustainable framework for on-going cooperation and coordination** among local governments, public agencies, county residents, businesses, and community organizations

Why Does Douglas County Needs an Open Space Plan?

Open space planning at a county scale can provide numerous benefits to a community. Past efforts by Douglas County governments and residents towards this end (see Addenda A, D) identified the following positive outcomes enhanced by open space:

- **Promote high quality of life**, including recreational opportunities for healthy, active lifestyles
- **Control flood damage**, decrease costs, increase storm water/floodwater management abilities
- **Maintain rural character**, thriving agricultural sectors, and scenic views
- **Enhance overall ecological integrity**, preserve native landscapes and improve wildlife habitat
- **Preserve community history** and ensure intergenerational legacy of place, landscape

This project responds to enduring community interest in open space, and important momentum built in recent years across Douglas County government, municipalities, community organizations, landowners, and residents. With strong support in comprehensive plans, the County recognizes its role as a convener to initiate a broad, inclusive, and holistic community conversation to honor past work and seize current energy to develop a shared strategy for coordinated action. Past community-led open space efforts (Addendum D) provide important lessons learned concerning implementation challenges.

In line with best practice, an Open Space Plan will establish a programmatic and policy blueprint and action steps for realistic project implementation and coordination—linking high-level comprehensive plans to on-the-ground funding, regulations, and partnerships. This will expand open space options for private landowners, public agencies, and non-profits. National advancement in green infrastructure, ecosystems services, health and racial equity, and climate adaptation/resilience will be prioritized and integrated—approaches to open space preservation and planning not emphasized locally in the past.

Who Will Engage in Plan Creation?

- **Douglas County Board of County Commissioners:** Convene process; final adopting body
- **Lawrence-Douglas Co. Sustainability Office:** Project management, staff-level collaboration
- **Appointed Community Steering Committee:** Diverse mix of stakeholder groups, municipal leaders, residents, landowners, and local technical experts for process oversight and direction
- **County residents, public, private, non-profit stakeholders:** Multiple engagement occasions
- **Open Space Planning Experts:** Hired consulting team to lead plan development (Phases 4-5)

What Could the Planning Process Look Like?

A successful open space planning process should take 12-18 months. Securing funding and forming a steering committee are two necessary steps in advance of the planning process. There are six phases of work over two years, in the table below, based upon the “best case scenario” for project funding. See Addendum B for more detailed process information, and Addendum C for alternative funding scenarios.

Phase	Milestones	Timeline
Phase 1	Project Initiation	Spring – Summer 2019
Phase 2	Convene Community Steering Committee	Fall 2019
Phase 3	Develop Request for Proposals to Hire Open Space Experts	Fall 2019 – Winter 2020
Phase 4	Community Visioning and Plan Development	Spring 2020 – Fall 2020
Phase 5	Receive and Review Draft Plan	Fall 2020 – Winter 2021
Phase 6	Plan Approval and Implementation Action Strategy Launch	Spring 2021

Project Funding Best Case Scenario: Partners for Places Grant

Source	Partners for Places Grant with 1:1 match from Douglas County Community Foundation funds
Timing	Grant due July 30, 2019 for October 2019 award (Alternative: Subsequent funding cycles also anticipated in January 2020 and July 2020)
Scope	Cover full costs of external open space consultant to lead plan development. Grant application for two-year agreement. (Alternative: One-year grant award; adjust Phases/Tasks for shorter timeline)
Budget	\$100,000 - \$150,000 Range based on research of similar planning projects

Addendum A: Open Space Definitions

This charter uses the definitions of open space established through previous local community-driven planning processes. This intentionally-broad shared starting point can be refined as necessary going forward.

Community Plan	Open Space Definition
<u>Horizon 2020 (Comprehensive Plan for Lawrence-unincorporated Douglas County, adopted 1998)</u>	“Provides visual & psychological relief from the built environment; public access via trails & walkways to these areas is important to provide passive recreational opportunities where it is compatible with resource protection & environmental regulations; open space areas may or may not be improved, but can include playfields, trails, greenbelts/greenways, community gardens, farmed areas, buffers between land uses of differing intensities, such as resident & commercial or industrial activity, areas within community or neighborhood parks which are left in their natural state, & other environmentally sensitive areas.” <i>Page 9-10</i>
ECO² Plan (Framework recommended by joint Lawrence-Douglas County appointed Commission, 2003-2010)	Summarized categories identified by the Commission include: 1. Trails (recreational hiking, biking, and walking), including around rivers and forested corridors, connecting waterway/lake assets 2. Natural resources of ecological significance, including native prairie, mature forest, wetlands, riparian lands (adjacent to streams, rivers, lakes), and habitat for protected species 3. Agricultural lands, including prime areas and floodplain 4. Scenic lands with beautiful views (overlooks/view sheds) 5. Historic sites, both those listed on historic registers and those unlisted with historical attributes such as trail ruts, historic cemeteries, and historic structures. 6. Lands promoting integration, which enhance or link other significant parcels of land (adjacent to protected area, connect trails, etc.) <i>Pages 12-14</i>
<u>Plan 2040 (Updated Comprehensive Plan for Lawrence-unincorporated Douglas County, in draft review)</u>	“Open Spaces can take many forms, but generally, there are 2 types that are predominant in our community. • Active: Playgrounds, ballfields, recreation centers • Passive: Trails, nature preserves, scenic overlooks” <i>Page 67</i>

Addendum B: Project Phases and Key Tasks (Best Case Scenario)

The subsequent overview of key tasks assumes a “best case” funding scenario for launching the project in the coming months as summarized in the project charter. Alternative funding and timeline scenarios are included below in Addendum C.

Phase 1: Project Initiation (Spring – Summer 2019)

- Review draft and approve project charter
- Form project team (could include county staff and staff from municipalities or public agencies)
 - Explore interest in project co-sponsors
- Prepare and submit Partners for Places grant with Douglas County Community Foundation
- Prepare and submit Peer Learning Exchange grant for regional open space convening in fall 2019
- Create project communications and preliminary engagement plan (webpage, email list, etc.)
- Submit Sustainability Office 2020 budget funding request for alternative funding scenarios
- Conduct preliminary open space asset inventory (engage County GIS, Kansas Biological Survey, Heritage Conservation Council) and utilize data from the Kansas Historic Resources Inventory gathered by historic building surveys 2011-2019

Phase 2: Convene Community Steering Committee (Fall 2019)

- Host community learning series about open space (speaker series, tour, film, etc.)
- Review options for Steering Committee formation (role, expectations, size, sectors represented, intentional equity focus for inclusion)
- Outreach / input from community to identify interest and willingness to serve
- County Commission study session on Resolution to create Steering Committee
- Issue Resolution creating the Steering Committee
- Formally appoint Steering Committee members
- Convene early steering committee meetings, come to shared agreements
 - Facilitate shared learning about open space planning (Receive preliminary open space asset inventory, invite other community background presentations and discussions)
 - Develop list of values, principles to inform plan development and review
 - Identify working groups for focused engagement

Phase 3: Develop Request for Proposals (Fall 2019 – Winter 2020)

- Send delegation to Colorado Open Space Association conference in September
- Receive project funding from Partners for Places grant in October
- Host Peer Learning Exchange Regional Open Space Convening
 - Johnson Co, KS; Johnson Co, IA; Columbia/Boone Co, MO; Kansas City metro region
- Identify greatest external support needs / skills for formal plan development process
- Draft Request for Proposals for professional open space planning firms
- County Commission approves RFP and it is issued
- Select consulting firm, finalize contract

Phase 4: Community Visioning and Plan Development (Spring 2020-Fall 2020)

- County Commission study session with consultant team to review plan development and community engagement work plan and discuss local open space assets, values
- Steering Committee meeting with consultant team to review plan development and community engagement work plan and discuss local open space assets, values
- Multifaceted community engagement prioritizing equitable inclusion (race, income, education, rural/urban) to create community vision and help identify priority outcomes
 - Engagement tactics may include: interactive community meetings and workshops, statistically-valid survey of county residents, stakeholder interviews, open houses, event tabling, photovoice, charrettes, story collection, focus groups, site visits, tours
- Best practice review of countywide planning for green infrastructure and climate adaptation/resilience and coordination with concurrent community climate adaptation efforts
- Asset inventory finalized, analyzed to understand ecosystem services and other cost savings from preservation in natural areas or low-impact development
- Geospatial analysis of county landscape and land use change / impact scenarios analysis to inform target conservation areas
- Recommendations drafted for priority outcomes, target conservation areas, and funding/governance framework for realistic project implementation

Phase 5: Receive and Review Draft Plan (Fall 2020 – Winter 2021)

- Draft presented to County Commission, Steering Committee, and staff team
- Draft distributed for public comment (in-person events and digital input)
- Consultants receive comments to integrate into final draft

Phase 6: Plan Approval and Implementation Action Strategy Launch (Spring 2021)

- County Commission adopts Countywide Open Space Plan
- Incorporate by reference into Plan 2040 to support implementation
- End Steering Committee, transition to on-going open space governance framework per Plan
- Identify pilot project to advance
- Pursue other preliminary implementation steps as identified and approved
- Submit 2021 budget request to further support Plan implementation
- Pursue other external funding to support implementation with partners

Addendum C: Alternative Funding Scenarios

The best case scenario for funding the work outlined in this project charter relies on active pursuit and receipt of a two-year Partners for Places grant, through the US Sustainability Directors Network, receiving funds from the Funders' Network with a 1:1 match from Douglas County Community Foundation funds. The ideal timeline includes grant submission in July 2019 and receipt in October 2019. The same grant can also be submitted in January or July 2020. The County will pursue/consider alternative funding scenarios as necessary to ensure equitable, transparent planning process and successful project completion.

Alternative Scenario A: County Match instead of Partners for Places Grant

Do not receive Partners for Places award, pre-approved County funds from 2020 budget request replace national grant.

- **Source:** Douglas County and 1:1 match from Douglas County Community Foundation funds
- **Timing:** Timeline continues as presented for Best Case Scenario
- **Scope:** Cover full costs of external open space consultant to lead plan development. Develop agreement with DCCF for timeline of project.
- **Budget Goal:** \$100,000 - \$150,000 total

Alternative Scenario B: County-Funded Initiative

Do not submit Partners for Places grant application because local community foundation match could not be secured. County approves request from Sustainability Office for full project budget during 2020 budget process.

- **Source:** Douglas County government
- **Timing:** Timeline continues as presented for Best Case Scenario.
- **Scope:** Cover full costs of external open space consultant to lead plan development.
- **Budget Goal:** \$100,000 - \$150,000 total
 - **Alternative:** If funding is below goal, staff and Steering Committee can reassess needs and identify what components intended for external consultant support can be led by County staff and/or other community partners for no/reduced cost.

Alternative Scenario C: Identify Additional Grant, Partnership Opportunities

Do not submit Partners for Places grant application, or do not receive Partners for Places funding, and County does not contribute alternative funds for open space planning project.

- **Source:** To be determined
- **Timing:** Likely 1+ year delay depending on when opportunities arise; Steering Committee formation recommended still in fall 2019 to maintain momentum
- **Scope:** Identify what components intended for external consultant support can be led by County staff and/or other community partners for no/reduced cost
- **Budget Goal:** To be determined

Addendum D: Background

This project builds upon over 20 years of community discussion, visioning, collaboration, and project investment concerning the importance of open space in Douglas County. The summary below serves to provide an overview of milestones that provided foundation to this project charter's development. *It does not intend to be a comprehensive review.* There are numerous related elements in the comprehensive plans, parks master plans or strategies, and more recent project priorities from Lawrence, Baldwin City, Eudora, and Lecompton that demonstrate current energy for open space planning and implementation. Numerous community organizations, institutions, landowners, residents, and others have contributed time, vision, energy, and financing over the years to compel this conversation forward.

County Milestone	Timing	Open Space Connection
County accepts land donations as parks	- Ivan Boyd Prairie Preserve (1967) - Wells Overlook (1971)	Recreation opportunity, scenic overlook, native prairie, trail ruts
Horizon 2020 Lawrence-unincorporated Douglas County Comprehensive Plan	1998, with subsequent amendments (current comprehensive plan)	Relevant strategies, goals, and policies in Chapter 7: Parks, Recreation, and Open Space and Chapter 12: The Environment (<i>See February 20, 2019 staff report</i>)
ECO² Commission and Plan	2007, convened 2003-2010; Suggested revisiting and updating every 5 years	Presented framework for Open Space Preservation Program for acquisition of land from willing land owners in balance with industrial site development; passed state statute to allow for ballot initiative to generate necessary funds but the measure was never advanced for public vote
Heritage Conservation Council Natural and Cultural Heritage Grant Program and Historic Building Survey Program	2011 created following Taskforce Report; on-going to present	- Township historical resources surveys 2011 - 2019 - Key funded projects include: - Hamilton Conservation Easement - KU Biological Survey Natural Resource Inventory and community forums - Friends of the Kaw native plant restoration - Baldwin Woods Forest Preserve support
STAR Community Sustainability Rating	2016 (City of Lawrence received 4-star rating)	- Multiple best practice outcomes and actions for which Lawrence-Douglas did not receive credit, including regional parks collaboration, connectivity/restoration of natural areas, regulations for buffers around wetland/stream areas, green stormwater infrastructure, and use of native plants/wildlife habitat with public buildings, lands
Plan 2040 Updated Lawrence-unincorporated Douglas County Comprehensive Plan	2014-present (currently in draft review with the Lawrence-Douglas County Planning Commission)	- County residents respond natural resources, parks and open space as high interest in statistically-valid survey - Chapter 7: Community Resources offers vision, goals: - Coordinated/cooperative planning/development - Innovative acquisition, preservation - System expansion along with urban growth - Improving linkages - Preserving and enhancing natural areas - Chapter 8: Tracks implementation of four action items for Parks, Recreation, & Open Space (1.3, 2.1, 2.3, 5.1)



Office of the County Commission

PROCLAMATION

MENTAL HEALTH MONTH

MAY 2019

WHEREAS, the U.S. Surgeon General states that mental health is fundamental to health, personal well-being, family, and interpersonal relationships, and contributes to community and society; and

WHEREAS, mental illness affects one in four Americans every year, regardless of age, gender, race, ethnicity, religion, or economic status; and

WHEREAS, the U.S. Surgeon General has found that a range of treatments exists for most mental disorders and the efficacy of mental health treatments are well documented; and

WHEREAS, Douglas County, Kansas has made a commitment to community-based systems of mental health care for all residents; and

WHEREAS, the guiding principles of community mental health care have always been comprehensiveness, cost-efficiency, effective management, and high-quality and consumer-responsive services; and

WHEREAS, Mental Health America, the National Council for Community Behavioral Healthcare, and the Bert Nash Community Mental Health Center observe Mental Health Month every May to raise awareness and understanding of mental health and illness;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS, do hereby proclaim the month of May 2019 as **MENTAL HEALTH MONTH** in Douglas County and call upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illness and the need for appropriate and accessible services for all people with mental illness.

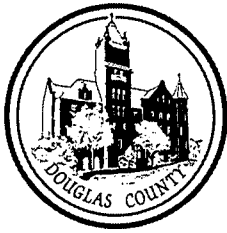
ADOPTED this 1st day of May, 2019.

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

Michelle Derusseau, Chairman

Patrick Kelly, Vice -Chair

Nancy Thellman, Member



DOUGLAS COUNTY PUBLIC WORKS

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

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : April 22, 2019

Re : Receive 2018 County Engineer's Annual Report

K.S.A. 68-540 requires the County Engineer to make a written report annually to the Board of County Commissioners of work accomplished and funds expended, and to submit the report to KDOT. K.S.A. 68-541 requires the report to be submitted on forms developed by KDOT. The statute dictates this report be completed by April 15.

The 2018 County Engineer's Annual Report is attached. A copy of KDOT's instructions for completing the report is also provided as an aid in understanding what is included in the report.

Information on county costs for labor, equipment, and materials was obtained from employee timesheets as well as from contracted work. Information on township costs was taken from township road budgets.

This report has already been submitted to KDOT.

Action Required: Receive the 2018 County Engineer's Annual Report submitted to KDOT.

County Engineer's/Road Supervisor's Annual Report Instructions

General Instructions:

- This report is designed to solicit basic information that can be readily obtained in most counties. The data reported on this form is the only information that is required to be submitted to the Kansas Department of Transportation for compliance with K.S.A. 68-540. Counties are encouraged to maintain more detailed records for their own use as they deem appropriate.
- Costs reported on this form should reflect only funds expended for road and bridge maintenance and construction activities from January 1 to December 31 of the past year. Information provided should be only for roads and bridges that are under county and township jurisdiction.
- All costs/expenditures recorded should only be those costs actually paid by the county or township. Do not include any Federal/State matching funds applied toward the cost of projects.
- Bridge Definition: For the purpose of this report, a bridge is defined as any structure with an opening twenty (20) feet or longer (measured along centerline of the roadway and between the inside faces of outside walls or abutments), or a low water crossing forty (40) feet or more in length (measured along centerline of the roadway). Bridges should be listed on your bridge inspection report. Any structure with an opening less than twenty (20) feet or a low water crossing less than forty (40) feet in length is considered a culvert.
- Township Costs: It is recognized that counties with townships that maintain roads have difficulty obtaining complete reports from the townships. Since townships do little construction and have few paved roads it is acceptable for this report to assume that the township road budget all goes to road maintenance. If the county is aware of a township road construction project that construction cost can be estimated. A spread sheet has been furnished to tabulate township mileage and budgets. This spreadsheet might make it easier to update township numbers in subsequent years.
- Submit the following items to the Kansas Department of Transportation at the address indicated in the BLP Memo:

Transmittal Cover Letter on County Letterhead (optional)

Attached Cover Sheet

Completed Annual Report Form (pages 8 - 13) (please submit electronically)

Annual Report Instructions

General: A spreadsheet has been provided to speed up the reporting process. The spreadsheet will automatically add the correct lines to give the totals and transfer them forward. To speed tabulation of the data we ask that you submit the annual report spread sheet electronically attached to an email.

Line by Line Instructions:

Fill in the county and reporting year at the top of the form

1. Road System Type: Pick from County Unit (CU), County-Township (CT), County Rural (CR)
2. Road & Bridge Budget: Budget for reporting year, include Road & Bridge Fund, Special Bridge Fund, etc. Expenditures of Special Machinery Fund and bridge bonds should not be included on this line. If the department budget includes some non-road activities such as landfill, county building maintenance, noxious weeds, etc, these non road items should be deducted.
3. Number of road and bridge employees: This is normally the number in the road and bridge department, and includes office staff, supervisors and workers. This number should not include staff that work on non road and bridge items such as the landfill, parks, and noxious weeds.
4. Miles of County Maintained Road: Enter miles of various surfacing types as of the end of the year. Chip seal roads should be included in the Asphalt road mileage. The spreadsheet will compute the total and display it in the total column.
5. Major Maintenance: Enter the number of miles of gravel roads resurfaced with 400 tons/mile or more. Enter the number of miles of asphalt maintenance work in the three categories performed during the year. Chip seal includes micro-surfacing, and recycle includes pavement reconstruction.
6. Construction: Enter the amount of construction work and cost for the listed categories. Definition of c o s t , construction, bridges and culverts is explained elsewhere in the instructions. Culverts for this item are those with a waterway opening of 25 s.f. or larger (larger than a 66" pipe).
7. Cost of Asphalt/Concrete Road Maintenance. This should include all maintenance costs except for bridge maintenance. Do not include construction.
8. Cost for Gravel/Earth Maintenance. This should include all maintenance costs except for bridge maintenance. Do not include construction.
9. Cost for Bridge Maintenance: This should include costs for maintenance performed on bridges listed on your bridge inspection report.
10. Total Maintenance Costs is the total of lines 7, 8 & 9. If using the spread sheet it should automatically total.
11. Cost for Road Construction: This should include all project related costs, except overhead not charged to specific activities or projects. Generally construction is for projects that improve the profile, cross section or horizontal alignment of a road, or improve the surface type from gravel to paved. See examples in the next section on Pages 4 and 5. If using the spreadsheet it should carry forward and automatically total from line 6.
12. Cost for Bridge Construction/Rehabilitation: This should include all project related costs except overhead for bridge replacement and major rehabilitation projects. Rehabilitation projects are only those projects that are intended to raise the sufficiency rating above 80, and should be based on an engineered plan. Include just local costs, do not include federal aid funds. If using the spreadsheet it should automatically carry forward from line 6.

13. Cost for Culvert Construction: This includes costs for new construction for boxes and culverts larger than 25 s.f. of waterway opening (greater than 66" dia. Pipe) and smaller than bridge size. For a culvert that is replaced by a bridge list that project cost under bridge construction. If using the spreadsheet it should carry forward automatically from line 6.
14. Total Construction Cost is the total of lines 11, 12, & 13. If using the spread sheet it should total automatically.
15. Total Maintenance Cost is carried forward from line 10. If using the spread sheet it should carry forward automatically.
16. Total Construction Cost is carried forward from line 14. If using the spread sheet it should carry forward automatically.
17. Overhead and Administration costs are entered on this line. Overhead and administration are generally costs not directly charged out to maintenance or construction. See examples in the next section for typical overhead and administrative costs.
18. Total County Costs is the total of lines 15, 16 & 17. If using the spread sheet this should be automatically totaled.

This completes the report for County Unit and County Rural road system counties. The remainder of the form is for County-Township Road System Counties only.

Note: It is recommended to use the Township Form page of the spreadsheet. As you list the information for the townships the figures will automatically be carried forward to the appropriate lines of the Annual Report Form.

19. Total Miles of Township Maintained Road. Enter miles of various surfacing types as of the end of the year. Chip seal roads should be included in the Asphalt road mileage.
20. Cost of Township Road Maintenance: Unless you are aware of township road construction this number will be the total of the townships published budgets.
21. Cost of Township Road Construction: Townships do little road construction, and may not have adequate cost figures. An estimate of road construction cost is adequate for this report if better figures are not available. Also list the number of miles of township road constructed using the same definition as used for county road construction.
22. Total Township Costs is a total of lines 20 & 21. If using the spread sheet this should be automatically totaled.

Examples of Maintenance, Construction and Overhead/Administrative Activities

The following are representative examples of the types of work activities that may be defined as maintenance, construction and overhead as they relate to categories of costs itemized in the report. All categories should include costs for labor, equipment, materials, and contracted work utilized to complete these activities. Please note that the definition for construction has changed substantially from previous years, and will include fewer projects than in the past.

- **Definitions** In general terms, the definitions of maintenance and construction are as follows:

Maintenance: Activities or operations that are intended to maintain and preserve the condition of an existing facility, extend the useful life, and slow down future deterioration.

Road Construction: Road construction is construction of a new road at a new location, or a major upgrade of surfacing type, horizontal alignment, cross section, or vertical alignment of an existing road.

Bridge Construction/Rehabilitation: Bridges are structures that are 20' or more in length as measured along the centerline of the roadway. Bridge construction refers to the installation of a new structure to replace an existing bridge or culvert, or the installation of a structure where one did not previously exist. Bridge rehabilitation is major work to restore the structural integrity of a bridge as well as major work to correct safety defects.

Maintenance Examples:

Road Maintenance:

Paved Roads: Chip seals, crack filling, asphalt overlays, milling asphalt surfaces, recycling, reconstruction of a deteriorated asphalt pavement, pothole patching, repair and maintenance of driveways, pavement marking, and road sweeping. Snow and ice removal, sign installation and maintenance, guard rail installation and repair. Repair and maintenance of shoulders and ditches to restore original grades and lines including reseeding and erosion control. Vegetation management: includes tree and brush removal, trimming, chipping, spraying of weeds and mowing. On gravel and dirt roads: Blading, adding surface material, scarifying surfaces, milling rock ledges, and applying dust control. Snow and ice removal, sign installation and maintenance, guard rail installation and repair. Repair and maintenance of all culverts, and replacement of culverts less than 25 s.f. (66" dia. pipe or smaller).

Bridge Maintenance:

Repair of concrete, wood or steel decks, piers, abutments, stringers, caps, piles, beams, seats, trusses, girders, sills, wing walls, connectors, and hub guards. Excavation and backfilling required to repair approaches. Cleaning, clearing trees and brush, removing drift, realigning channels. Stabilizing banks, placing rip-rap, repairing scours. Cleaning decks. Handrail repair or replacement. Sandblasting and painting. Repair of low water crossings. Hauling, cutting, welding, fabricating, assembling, installing or placing materials. Replacing stone masonry, tuck pointing, repairing scours, grouting concrete surfaces, or replacing concrete slabs.

Culvert Maintenance :

Culvert maintenance includes the same items as bridge maintenance, but for the purposes of the annual report are included in the classification of road maintenance. Counties may want to capture the culvert maintenance costs for their own purposes.

Construction Examples:

Paved Road Construction :

Examples of upgrades that are paved road construction: 1. Paving of a gravel road. 2. Adding shoulders to a paved road that did not have shoulders. 3. Complete reconstruction including modification of cross section, vertical alignments and perhaps horizontal alignment. In most cases road construction projects require engineered plans and additional right of way. Major projects that are **not** considered paved road construction include: overlays, surface recycling, reconstructing an existing asphalt surface. Road work for approach grading for a bridge or culvert project is included in the cost of the bridge or culvert project.

Gravel Road Construction :

Examples of upgrades that are gravel road construction: 1. Regrading and surfacing of a dirt road. 2. Complete reconstruction of an existing rock road including pulling ditches, installing new entrance and crossroad culverts and then re-rocking the road. Gravel road construction may not require engineered plans and additional right of way, but should result in basically a new road. Road work costs for approach grading for a bridge or culvert project should be included in the cost of the bridge or culvert project.

Bridge Construction/Rehabilitation (Structures 20' in length or more):

Bridge construction is the installation of a new structure for replacement of an existing bridge, constructing a new bridge on a new road, or replacing a culvert with a bridge size structure. Bridge rehabilitation is intended to raise the sufficiency rating of the structure above 80, and should be based on an engineered plan. Work in this category includes repairs or replacement of some bridge elements (e.g., deck, girders) but leaves other elements in place. Bridge repairs that do not raise the sufficiency rating above 80 are considered bridge maintenance. Normally approach grading and surfacing are included in the bridge construction cost unless the bridge project is part of a larger road construction project.

Culvert Construction :

Culvert Construction includes costs for new construction and replacement of boxes and culverts larger than 25 s.f. of waterway opening (larger than 66" dia. pipe) and smaller than bridge size. For a culvert that is replaced by a bridge list that project cost under bridge construction. On major road construction projects culvert construction cost can be included in the cost of the road project.

Examples of Construction Items:

Construction costs for roads, bridges and culverts should include all construction related costs that are not included in department overhead and administration. Following are examples of costs that are normally charged to a project and shown as construction costs.

- Right of way costs such as land cost, damages to remainder, temporary easements, appraisals, negotiation fees, and fence replacement.
- Pre construction items such as utility relocations and design engineering.
- Construction items such as mobilization, construction signing, site preparation, clearing, structure removal, approach grading and filling, structure construction, paving, surfacing, guardrail, and permanent signing, seeding and mulching.
- Construction engineering items such as inspection, and preparing as-built plans.
- Miscellaneous maintenance costs due to the project such as checking construction signing, and barricades, and detour maintenance.

Overhead and Administration

Overhead and administrative costs are those miscellaneous costs not charged directly to construction projects or maintenance activities. When the cost for a work type shown below is significant and can be tied to a construction project, it should be included as part of that project's costs, rather than shown as overhead. Depending on the county's cost accounting setup some maintenance activities listed below will be charged directly to a specific maintenance activity and will not be overhead. For example in the category-Snow & Ice Control, these activities could be charged directly to a work activity such as snow and ice control and rolled up to road maintenance, or charged to overhead and administration. The decision on how to handle miscellaneous activities will be based on the level of detail collected and reported in the cost accounting system, as well as the significance of the expense related to the cost of tracking small items.

Examples of Overhead and Administration

Safety & Training: Training meetings, orientations, schools or seminars. Safety clothing such as gloves, boots, safety glasses, rainwear, hard-hats and protective clothing.

Administration, Supervision & Leave: Wages for secretaries, clerical staff and certain supervisors. Temporary clerical services, data processing, legal counsel, purchasing, bid preparation. Administrative and supervisory vehicle use and personal vehicle reimbursement. All employee leave types such as vacation, sick, holiday, funeral, civil, and military leave. Call back pay and standby pay if not associated with a project or activity.

Human Resources: Employee meetings, retirement or farewell parties, conferences, interviews and job evaluations, approving time cards, leave slips and equipment tickets, timecard pickup, uniform pickup, drug testing, resolving employee problems, reviewing rules and regulations.

Office Expense: Desks, cabinets, calculators, computers, software, office equipment, maintenance contracts, office supplies, books, publications, postage, general supplies, dues, advertisements, and insurance.

Facility maintenance: Building maintenance, utilities, trash, sanitary facilities, internet access, satellite weather service and delivery service. Yard maintenance, such as cleanup, litter patrol, organizing equipment and supplies, disposal of scrap iron, inventory of equipment and supplies, lockup and opening of yard and shop. General maintenance and cleaning of hand tools and equipment.

Miscellaneous Road Activities: Inspection of roads and bridges; checking complaints, sign inspection, traffic counts; surveying, hauling oil for inventory, mail box repair, dead animal removal, trash pickup, spill cleanup, accidents, fabrication of supplies and equipment. Small tool and equipment purchases.

Snow & Ice Control: Hauling, mixing, and stockpiling salt sand, checking weather, dispatching, putting on salt sand spreaders or snow plows, snow and ice inspection.

Fleet Maintenance: Some fleet maintenance costs could be overhead and administration. Generally agencies charge projects and maintenance activities based on hourly rates for equipment. In that case only costs not charged out would be included in Overhead and Administration.

State of Kansas

**COVER SHEET
FOR COUNTY ENGINEER'S / ROAD SUPERVISOR'S
ANNUAL REPORT**

2018

DOUGLAS County

This is a: [Check one] County-Unit System ☐
County-Township System ☒
County-Rural System ☐

Submitted by KEITH A. BROWNING, P.E. County Engineer / Road Supervisor

Authorization

Volume 5, Section 68-540 and 68-541 of the Kansas Statutes Annotated reads as follows:

68-540. Reports by county engineers or road supervisors. It shall be the duty of the County Engineer or Road Supervisor to make a written report to the Board of County Commissioners of the work accomplished and funds expended upon all the roads and bridges for the current year, which shall close on the thirty-first day of December of each year. This report shall show which roads of the county and township system have been completed or partially completed, and credit to such roads shall be shown by him upon the county road plan not later than April 15, and a copy of the said report shall be immediately forwarded to the State Transportation Engineer upon standard forms.

68-541. Forms for accounts and reports. All forms and blanks necessary to secure uniformity of records and reports in the system herein provided shall be prescribed by the Secretary of Transportation.

(Revised 11/07)

County Engineer's / Road Supervisor's Annual Report

County DOUGLAS Year 2018

General Information

- 1) Type of Road System (CU, CT, or CR) CT
- 2) (a) Annual Road and Bridge Operating Budget \$ 6,353,966.00
(Total of Road and Bridge, Special Bridge, and Special Road and Bridge Funds)
- (b) Extra bonds, revolving funds or federal funds exchange expended \$ 201,437.00
- 3) Number of Road and Bridge Employees 45
(People on the payroll that work for road and bridge-includes shop and office)

- 4) Miles of County Maintained Roads (miles in your road system)

Concrete	Asphalt	Gravel/Rock	Earth	Total
5	193	34	0	232

- 5) Major Maintenance Work

Chip Seals Miles	Overlays Miles	Recycle Miles	*Gravel Replacement Miles
28	1	0	0

*Miles in excess of 400 tons/miles

- 6) Construction (Major construction)

- a. Paved: Miles of gravel upgraded to blacktop and major upgrades of paved roads including shoulders added to blacktop.
- b. Gravel: Miles of complete regrading including ditches or dirt roads graveled.
- c. Bridges: Number of bridges replaced.
- d. Culverts: Number of culverts larger than 25 s.f. of opening (66" pipe minimum)

Paved Road Miles	Gravel Road Miles	Bridges Replaced	Culverts Replaced
0	0	1	3
\$ 2,852,164.41	\$ 0.00	\$ 453,590.07	\$ 484,240.54

Annual County Maintenance Costs

7) Asphalt / Concrete Road Maintenance	\$ <u>4,066,124.53</u>
8) Gravel / Earth Road Maintenance	\$ <u>745,338.85</u>
9) Bridge Maintenance	\$ <u>156,195.88</u>
10) Total Maintenance Costs (total of lines 7,8 & 9)	\$ <u>4,967,659.26</u>

Annual County Construction Costs

(Cost are carried forward automatically from line 6)

11) Road Construction	\$ <u>2,852,164.82</u>
12) Bridge Construction/Rehabilitated	\$ <u>453,590.07</u>
13) Culvert Construction (larger than 25 s.f. opening)	\$ <u>484,240.56</u>
14) Total Construction Costs (Total of lines 11,12 & 13)	\$ <u>3,789,995.45</u>

Total Annual County Costs

15) Total Maintenance Costs (from line 10)	\$ <u>4,967,659.26</u>
16) Total Construction Costs (from line 14)	\$ <u>3,789,995.45</u>
17) Overhead and Administration (if not included above)	\$ <u>2,370,701.59</u>
18) Total County Costs (Total of lines 15,16 & 17)	\$ <u>11,128,356.30</u>

Annual Township Maintenance and Construction Costs

(For County-Township Road System Only)

Total Townships in County	<u>9</u>	Total	
Township Reports	<u>9</u>		
19) Total Miles of Township Maintained Roads		<u>578</u>	mi.
		<u>0</u>	mi.
Concrete Roads		<u>74</u>	mi.
Asphalt Roads		<u>487</u>	mi.
Gravel Roads		<u>18</u>	mi.
Earth Roads			
20) Cost for Township Road Maintenance		\$	<u>5,153,259.00</u>
21) Cost for Township Road Construction		\$	<u>0.00</u>
Miles of Township Road Construction		<u>0</u>	mi.
22) Total Township Costs (Total of lines 20&21)		\$	<u>5,153,259.00</u>

TOWNSHIP DATA

County DOUGLAS Year 2018

Township	Miles					Budget			Const. Miles
	Conc.	Asphalt	Gravel	Earth	Total	Maint.	Const.	Total	
CLINTON			26		26	300,674.00		300,674.00	
EUDORA			67	1	68	512,243.00		512,243.00	
GRANT		3	25	1	29	320,323.00		320,323.00	
KANWAKA			45	1	47	545,385.00		545,385.00	
LECOMPTON			47	1	48	333,083.00		333,083.00	
MARION			79	8	87	594,421.00		594,421.00	
PALMYRA		2	124	4	130	695,855.00		695,855.00	
WAKARUSA		70	1		71	1,553,554.00		1,553,554.00	
WILLOW SPRING			72	2	74	297,721.00		297,721.00	
					0			0.00	
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					0			0.00	
					0			0.00	
					0			0.00	
Totals	0	74	487	18	578	5,153,259.00	0.00	5,153,259.00	0



DOUGLAS COUNTY PUBLIC WORKS

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

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : April 25, 2019

Re : Consent Agenda Acceptance of Low Bid for Supply of Highway De-Icing Salt

Bids were opened April 24, 2019 for the supply of highway de-icing salt for the 2019-2020 snow and ice season. The City of Lawrence, City of Eudora, City of LeCompton, Franklin County, City of Baldwin, City of Ottawa, and Wakarusa Township all participated with Douglas County in the request for bids. Bids for Douglas County are as follows:

Vendor	Quantity (tons)	Unit Cost	Total Cost
Central Salt	3500	\$47.34	\$165,690.00
Independent Salt	3500	\$52.50	\$183,750.00
Hutchinson Salt	3500	\$55.31	\$193,585.00
EnvironTech	3500	\$170.00	\$595,000.00
Compass Minerals	3500	No Bid	No Bid
Cargill	3500	No Bid	No Bid
Morton Salt	3500	No Bid	No Bid

Action Required: Consent Agenda approval of the low bid from Central Salt for the supply of 3500 tons of highway de-icing salt at a total cost of \$165,690.00



DOUGLAS COUNTY, KANSAS

BID DOCUMENTS

FOR

HIGHWAY DE-ICING SALT

BID NO. 19-F-0008

**DOUGLAS COUNTY
DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS
BID NO. 19-F-0008**

Notice is hereby given by the Douglas County Department of Public Works that sealed bids for the purchase of a total of 11,950 (+/-) tons of **Highway De-Icing Salt** to be used for the 2019-2020 winter season will be received in the Office of the Douglas County Clerk, Courthouse, Lawrence, Kansas, 66044 until 3:00 PM, Wednesday, April 24, 2019 and then publicly opened in the presence of the Douglas County Clerk.

Bids must be submitted on forms obtainable at either the Office of the Director of Public Works/County Engineer, 3755 E 25th Street, Lawrence, Kansas 66046, or from Demand Star @ www.demandstar.com. **The bids shall be submitted in sealed envelopes, addressed to the Office of the Douglas County Clerk, Courthouse, 1100 Massachusetts Street, Lawrence, Kansas 66044**, upon which is clearly written or printed "HIGHWAY DE-ICING SALT", and the name and address of the bidder. Any bid received after the closing date and time will be returned unopened. Faxed bids will not be accepted.

The contractor shall purchase and maintain such insurance as will protect the contractor and each governmental entity against any and all claims and demands arising from the execution of this contract. When stated in the Detail Specifications, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.

The awarded bidder shall agree to offer the prices and the terms and conditions herein to other government agencies who wish to participate in a cooperative purchase program with Douglas County. Other agencies will be responsible for entering into separate agreements with the Dealer and for all payments thereunder.

Each governmental entity reserves the right to reject any or all bids, waive technicalities, and to purchase the product which in the opinion of each Board is best suited for the work which it is intended. Award will be contingent upon each entity's approval process.

DOUGLAS COUNTY PUBLIC WORKS
Keith A. Browning, P.E., Director
Dated: April 2, 2019

Published: Friday, April 5, 2019
Sunday, April 14, 2019

cc: Lawrence Journal World
Board of County Commissioners
County Clerk

County Administrator
County Operations Division
County Purchasing Division

**STANDARD TERMS AND CONDITIONS
DOUGLAS COUNTY, KANSAS**

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by contracting agencies within this bid document. We reserve 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 offer or vendor.
 - d. The term "County/City/Township" means Douglas County, Kansas, Franklin County, Kansas, City of Lawrence, City of Baldwin, City of Ottawa, City of Lecompton, City of Eudora, or Wakarusa Township.
 - e. The term "Board of County Commissioners or "BoCC" means the governing body of each respective county, "Board of City Commissioners" means the governing body of each respective city, "Township Board" means the governing body of Wakarusa Township.
3. COMPLETING BID: Bids must be submitted only 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 sheet 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 an envelope clearly marked "**HIGHWAY DE-ICING SALT**" to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid. Do not indicate bid prices on literature.

All bids and supporting bid documents become public information after the bid opening and are available for public inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened in the presence of the Douglas County Clerk. 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.

STANDARD TERMS AND CONDITIONS (continued)

6. **SUBMISSION OF BID:** Bids are to be sealed and submitted to the **Douglas County Clerk's Office, Douglas County Courthouse, 1100 Massachusetts, Lawrence, Kansas 66044**, prior to 3:00 P.M., Wednesday, April 24, 2019
7. **ADDENDA:** All changes in connection with this bid will be issued 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.

Bids may be changed or withdrawn prior to the bid opening. All such transaction 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, the Board of City Commissioners, or Township Board, as appropriate. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County/City/Township of fair competition shall be permitted.
9. **BIDS BINDING:** All bids submitted shall be binding upon the bidder if accepted 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. Bids 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/City/Township.
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, and ready for operation when delivered.
12. **WARRANTY:** Supplies 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/City/Township by any other clause of this bid. The County/City/Township reserves the right to request from bidders a separate manufacturer certification of all statement made in the proposal.

STANDARD TERMS AND CONDITIONS (continued)

13. METHOD OF AWARD AND NOTIFICATION: Each entity will evaluate bids as a separate agency and award their bids independently of the others based solely on the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of the County/City/Township.

The County/City/Township 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 a 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/City/Township.

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/City/Township of a Purchase Order or other contractual document.

14. DELIVERY TERMS: All deliveries shall be F.O.B. destination (as indicated on bid sheet for each entity) and an end dump truck shall be used. All freight charges shall be included in the bid price. Delivery date shall be considered as a cost factor in the determination of award.
15. DAMAGED AND/OR LATE SHIPMENTS: The County/City/Township 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 applicable governmental agency of any late or delayed shipments. The County/City/Township reserves the right to cancel all or any part of an order if the shipment is not made as promised.
16. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.
17. 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, extended totals and date of purchase/order.
18. TAX EXEMPT: The County/City and their agencies are exempt from State and local sales taxes by K.S.A. 1985 Supp. 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.

STANDARD TERMS AND CONDITIONS (continued)

19. **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.
20. **DISCLAIMER OF LIABILITY:** The County/City, or any of their agencies, will not hold harmless or indemnify any bidder for any liability whatsoever.
21. **HOLD HARMLESS:** The contractor agrees to protect, defend, indemnify and hold the Boards of County Commissioners, and the Boards of City 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, 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 allege 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.
22. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
23. **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.

DOUGLAS COUNTY, KANSAS
BID NO. 19-F-0008

HIGHWAY-ROAD SALT BID

ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
Bulk Highway De-icing Salt	3,500	Tons	\$ <u>47.34</u>	\$ <u>165,690.00</u>

Douglas County may make changes to the quantity ordered under this contract making additions thereto, or by omitting quantities therefrom, without invalidating the contract. No adjustment in unit prices will be allowed, provided the net monetary value of such additive and subtractive changes in quantities shall not increase or decrease the original contract amount by more than thirty percent (30%).

Delivered to Douglas County Public Works 3755 E. 25th Street, Lawrence, Kansas 66046 when requested by the County.

Doug Stephens, (785) 331-1334, will notify supplier 48 hours in advance of salt delivery.

Delivery of salt to Douglas County shall be as follows:

2,000 tons to be delivered between October 1, 2019 and November 15, 2019.
The remaining amount will be delivered on an as needed basis through February 28, 2020.

State Time Interval from Order to Delivery: 24-48 hours after receipt of order

Supplier: Central Salt, LLC

By: Stephanie Murphy Stephanie Murphy, Business Manager

Supplier Phone No.: (620)257-5626 ext 505 Supplier Fax No.: (620)257-5052

Recommended:

Keith A. Browning
Keith A. Browning, P.E.
Director of Public Works

Approved:

Michelle Derousseau, Chairman

Nancy Thellman, Member

Patrick Kelly, Member

Date

LAW ENFORCEMENT CENTER
111 E. 11TH STREET
LAWRENCE, KS 66044-2990
PHONE: (785) 841-0007
FAX: (785) 841-5168



KENNETH M. MCGOVERN
SHERIFF

GARY BUNTING
UNDERSHERIFF

CORRECTIONS FACILITY
3601 E. 25TH STREET
LAWRENCE, KS 66046-5616
PHONE: (785) 830-1000
FAX: (785) 830-1085

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

From: Sheriff Kenneth M. McGovern

Date: April 25, 2019

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

On May 25, 2016, the Board of County Commissioners approved the Douglas County Sheriff's Office's to enter into an annual inmate medical services contract with Advanced Correctional Healthcare (ACH) with the option for the Sheriff's Office to extend the contract for up to another four additional one-year terms. The Sheriff's Office extended the second of the four one-year terms in 2018.

The Sheriff's Office is requesting permission to amend and extend this contract. The significant changes to the contract involve personnel hours. Our agency would like to increase the registered nursing coverage by 40 hours per week and reduce the number of licensed practical nursing coverage by 40 hours per week in order to provide a higher level of care. A mid-level practitioner would visit the facility twice a week instead of once per week in order to provide mental health related medical reviews.

The overall cost of the contract will increase due to these personnel changes as well as an increased consumer price index rate as permitted by the original contract. The current total annual contract cost is \$652,097.00. The new annual contract cost will be \$736,634.37. The funding for this increase is available in the Sheriff's Office budget.

The original signed contract has been provided for the Commissioners' reference. The effective date of this amendment and extension will be July 1, 2019 expiring on June 30, 2020.

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

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

The AGREEMENT entered into on July 1, 2016 by and between the County of Douglas, Kansas, through the Douglas County Sheriff (hereinafter "COUNTY"), and Advanced Correctional Healthcare, Inc. (hereinafter "ACH"), is AMENDED as follows, effective July 1, 2019 at 12:01 A.M.

Section 1.21.2 is hereby amended as follows:

- 1.21.2 NURSING. ACH will provide on-site registered nursing coverage for eighty (80) hours per week and licensed practical nursing coverage for one hundred twelve (112) hours per week, all on a schedule approved by the COUNTY. The COUNTY agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular employee). For hours of absence due to HOLIDAYS, paid time off, or sick time, the hours will not be replaced or credited. For other absences, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the COUNTY or designee will negotiate a mutually agreeable remedy. Wages for the nursing staff will be paid for with POOL money.

Section 1.21.3 is hereby amended as follows:

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

Sections 3.1 and 3.1.1 are hereby amended as follows:

- 3.1 ANNUAL AMOUNT/MONTHLY PAYMENTS. The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be seven hundred thirty-six thousand six hundred thirty-four dollars and thirty-seven cents (\$736,634.37). The COUNTY will make monthly payments of sixty-one thousand three hundred eighty-six dollars and twenty cents (\$61,386.20), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior to the month in which services are to be rendered. The COUNTY agrees to pay ACH within thirty (30) days of receipt of the bill.
- 3.1.1 ANNUAL AMOUNT UPON RENEWAL. Upon the annual anniversary of the commencement of services under this AGREEMENT, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for hospital and related services – medical care between zero percent (0%) and three percent (3%). The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics. The annual increase will be provided to the COUNTY by ACH no later than April 1 of the year before the commencement of the possible one-year term extension.

Sections 3.2.2.2 and 3.2.2.3 are hereby amended as follows:

- 3.2.2.2 COUNTY INMATES. When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of COUNTY INMATES above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.72 per

inmate per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.72 x 91)

3.2.2.3 NON-COUNTY INMATES. To cover the cost of incidental medical expenses for NON-COUNTY INMATES (such as disposable medical supplies and biomedical waste disposal services), a separate per diem rate of \$0.29 per inmate per day will be assessed for each NON-COUNTY INMATE housed in the FACILITY in excess of the contracted NON-COUNTY INMATE ADP.

REASON FOR CHANGE: Increased practitioner time; moved LPN hours to RN hours; increased price; updated per diems.

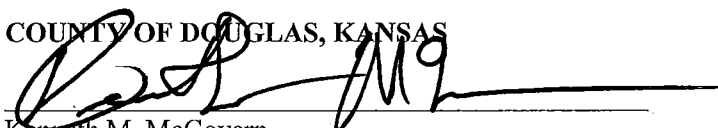
AMENDMENT AGREED TO AND ACCEPTED:

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Jessica Young, Esq, CCHP
President

Date

COUNTY OF DOUGLAS, KANSAS



Kenneth M. McGovern
Sheriff

Date

Michelle Derousseau
Chair of the County Commission

Date

Jameson D. Shew
County Clerk

Date

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

If this contract is not returned to ACH by May 6, the price may be subject to increase.

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

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

RECITALS

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

ARTICLE 1:
DUTIES AND OBLIGATIONS OF ACH

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

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

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

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

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

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

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

1.22 TUBERCULOSIS (TB) TESTING.

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

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

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

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

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

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

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

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

ARTICLE 3: **COMPENSATION/ADJUSTMENTS**

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

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

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

ARTICLE 4: **TERM AND TERMINATION**

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

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

4.2 **TERMINATION.**

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

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

ARTICLE 5:
GENERAL TERMS AND CONDITIONS

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

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

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

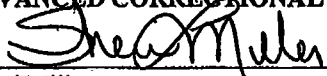
following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the COUNTY (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and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

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

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

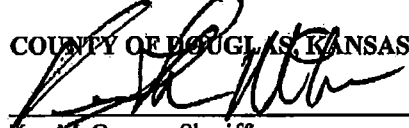
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.

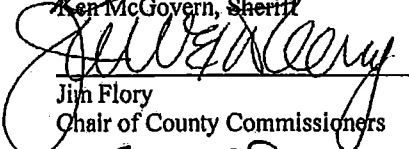

Sherri Miller
President & Chief Operations Officer

6/1/2016
Date

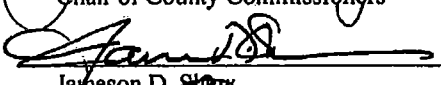
COUNTY OF BOGGLAS, KANSAS


Ken McGovern, Sheriff

5/31/16
Date


Jyn Flory
Chair of County Commissioners

5/25/16
Date


Jameson D. Shaw
County Clerk

5/24/16
Date

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

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



DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : April 25, 2019

Re : Consent agenda
Acquisition of permanent and temporary easement for structure
replacement
Project No. 2017-57 (Str. No. 11.38N-22.00E)

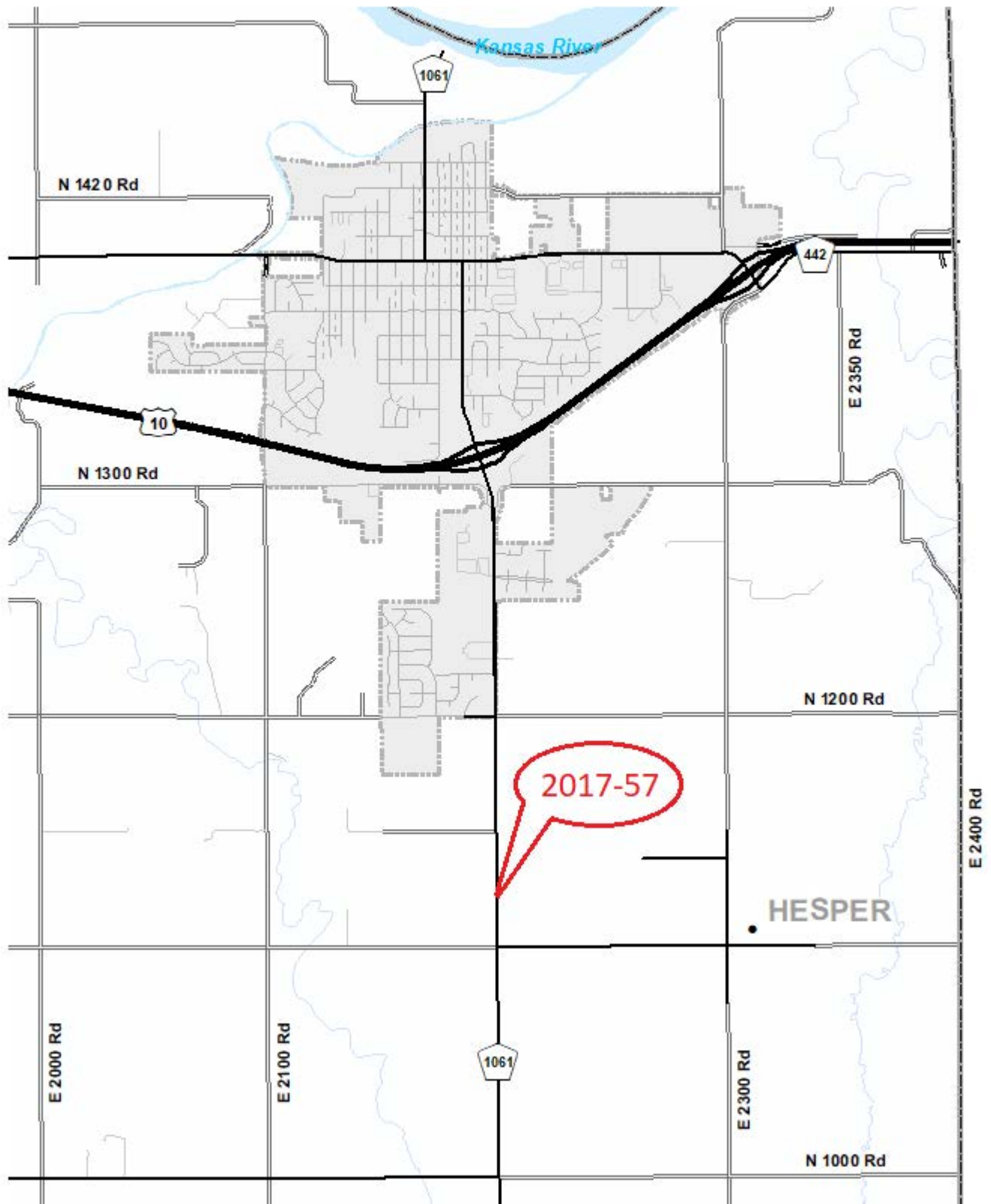
A project has been designed to replace a deficient drainage structure on E 2200 Road (Route 1061) approximately 2 miles south of Eudora. Plans were developed in-house and negotiations with the landowners for permanent easement and temporary construction easement are complete.

Construction is currently planned to begin summer 2019 and will be accomplished using county personnel.

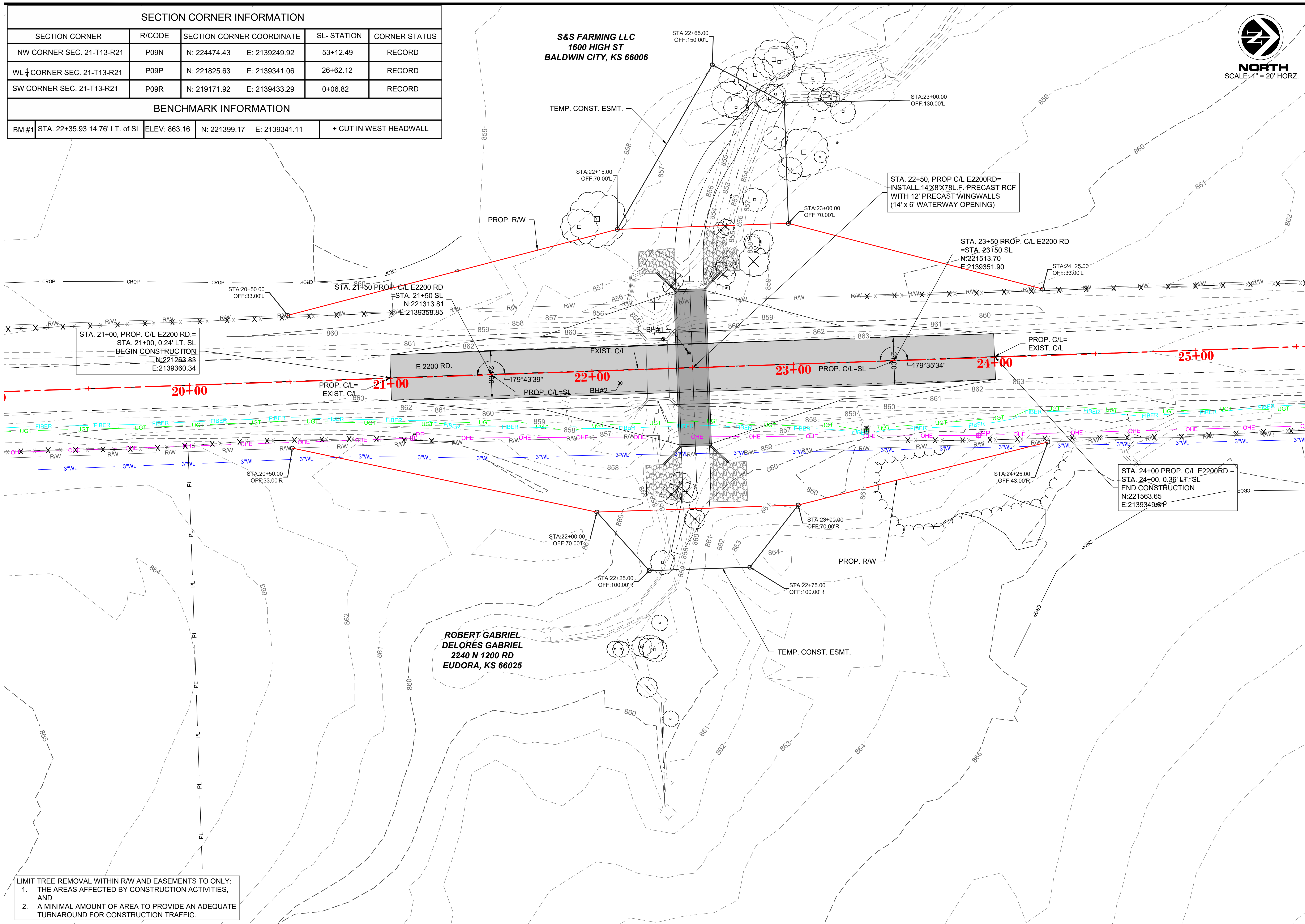
To ensure the proper completion of a necessary construction project, approval is recommended for the attached CONTRACTS FOR HIGHWAY PURPOSES.

ACTION REQUIRED: Consent agenda approval of CONTRACTS FOR HIGHWAY PURPOSES for Project No. 2017-57 (Str. No. 11.38N-22.00E)

General Location Map for Project No. 2017-57



SECTION CORNER INFORMATION						
SECTION CORNER		R/CODE	SECTION CORNER COORDINATE		SL- STATION	CORNER STATUS
NW CORNER SEC. 21-T13-R21		P09N	N: 224474.43	E: 2139249.92	53+12.49	RECORD
WL $\frac{1}{4}$ CORNER SEC. 21-T13-R21		P09P	N: 221825.63	E: 2139341.06	26+62.12	RECORD
SW CORNER SEC. 21-T13-R21		P09R	N: 219171.92	E: 2139433.29	0+06.82	RECORD
BENCHMARK INFORMATION						
BM #1	STA. 22+35.93 14.76' LT. of SL	ELEV: 863.16	N: 221399.17	E: 2139341.11	+ CUT IN WEST HEADWALL	





DOUGLAS COUNTY PUBLIC WORKS

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

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

MEMORANDUM

To : Board of County Commissioners

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

Date : April 25, 2019

Re : Consent agenda
Acquisition of permanent easement for intersection improvements
Project No. 2019-20

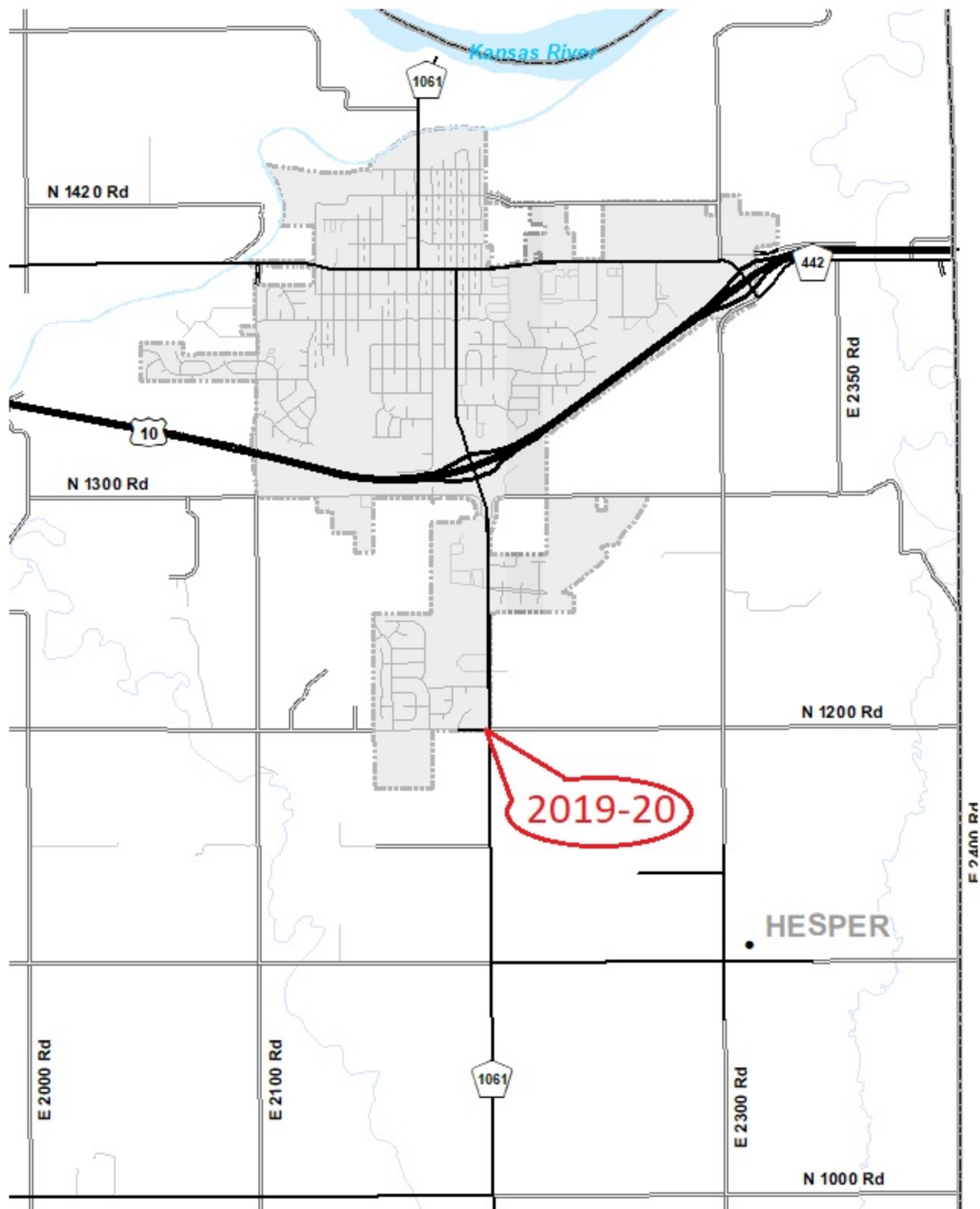
A project has been designed to improve the intersection of E 2200 Road (Route 1061) and N 1200 Road near the southeast corner of Eudora. N 1200 Road has numerous large trucks driving on it between Route 1061 and a quarry about 1.75 miles to the east, and the intersection needs to be improved to withstand the heavy loads. Plans were developed in-house and negotiations with the landowners for permanent easement are complete.

Construction is currently planned to begin fall 2019 and will be a contracted project.

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

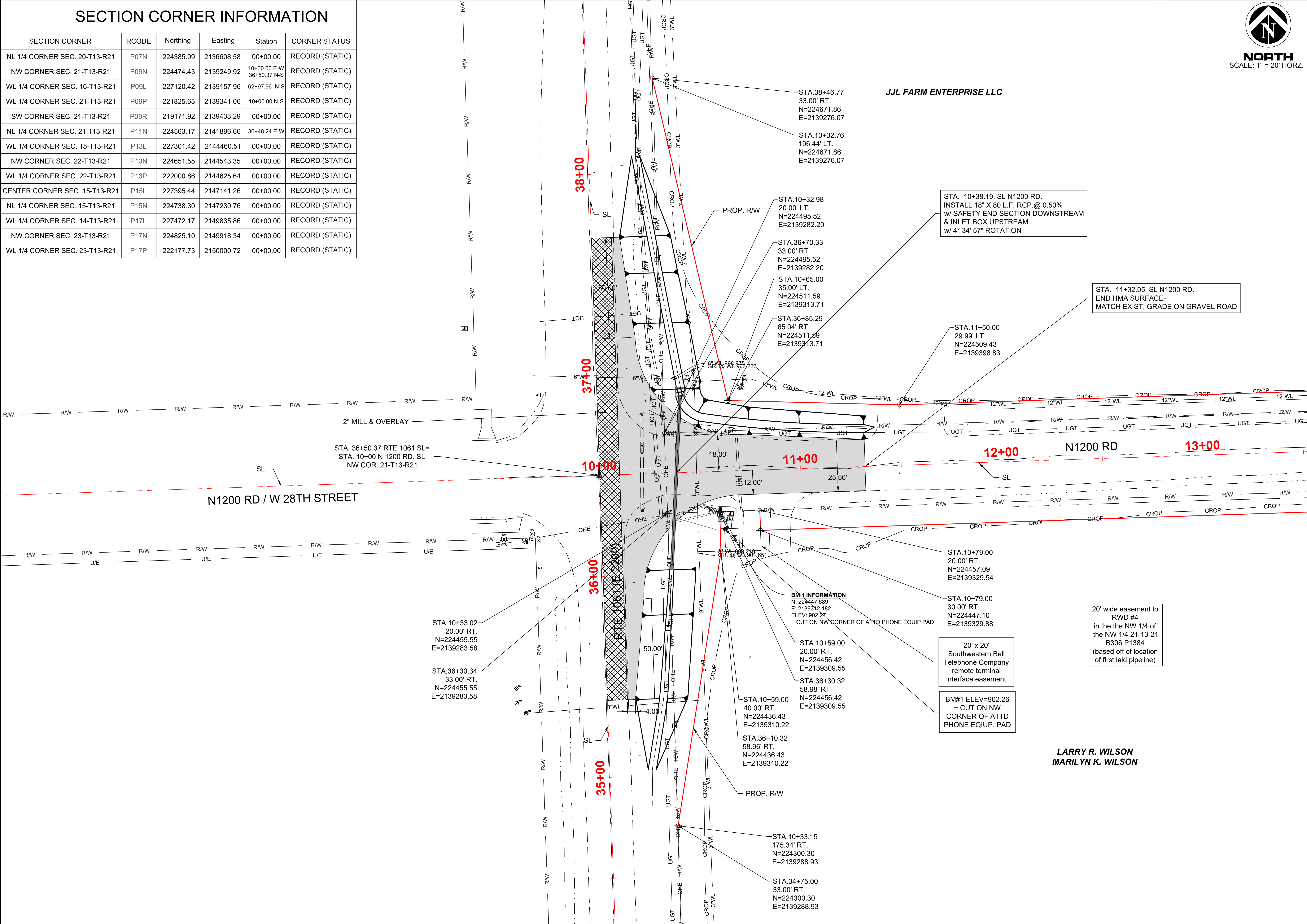
ACTION REQUIRED: Consent agenda approval of CONTRACTS FOR HIGHWAY PURPOSES for Project No. 2019-20.

General Location Map for Project No. 2019-20

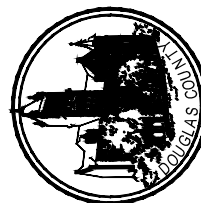


SECTION CORNER INFORMATION					
SECTION CORNER	RCODE	Northing	Easting	Station	CORNER STATUS
NL 1/4 CORNER SEC. 20-T13-R21	P07N	224385.99	2136608.58	00+00.00	RECORD (STATIC)
NW CORNER SEC. 21-T13-R21	P09N	224474.43	2139249.92	10+00.00 E-W 36+50.37 N-S	RECORD (STATIC)
WL 1/4 CORNER SEC. 16-T13-R21	P09L	227120.42	2139157.96	62+97.96 N-S	RECORD (STATIC)
WL 1/4 CORNER SEC. 21-T13-R21	P09P	221825.63	2139341.06	10+00.00 N-S	RECORD (STATIC)
SW CORNER SEC. 21-T13-R21	P09R	219171.92	2139433.29	00+00.00	RECORD (STATIC)
NL 1/4 CORNER SEC. 21-T13-R21	P11N	224563.17	2141896.66	36+48.24 E-W	RECORD (STATIC)
WL 1/4 CORNER SEC. 15-T13-R21	P13L	227301.42	2144460.51	00+00.00	RECORD (STATIC)
NW CORNER SEC. 22-T13-R21	P13N	224651.55	2144543.35	00+00.00	RECORD (STATIC)
WL 1/4 CORNER SEC. 22-T13-R21	P13P	222000.86	2144625.64	00+00.00	RECORD (STATIC)
CENTER CORNER SEC. 15-T13-R21	P15L	227395.44	2147141.26	00+00.00	RECORD (STATIC)
NL 1/4 CORNER SEC. 15-T13-R21	P15N	224738.30	2147230.76	00+00.00	RECORD (STATIC)
WL 1/4 CORNER SEC. 14-T13-R21	P17L	227472.17	2149835.86	00+00.00	RECORD (STATIC)
NW CORNER SEC. 23-T13-R21	P17N	224825.10	2149918.34	00+00.00	RECORD (STATIC)
WL 1/4 CORNER SEC. 23-T13-R21	P17P	222177.73	2150000.72	00+00.00	RECORD (STATIC)

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Douglas County Public Works
3755 East 25th Street
Lawrence, Kansas 66046



INTERSECTION IMPROVEMENT	
Project:	
Project No.:	2019-20
Designed By:	A.S.
Checked By:	
Date:	

SHEET X OF X

INTERSECTION LAYOUT

INTERSECTION IMPROVEMENT
FOR RTE 1061 / N1200
PROJECT# 2010-20



DOUGLAS COUNTY PUBLIC WORKS

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

MEMORANDUM

To : Board of County Commissioners

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

Date : April 25, 2019

Re : Consent agenda
Acquisition of permanent, drainage, and temporary easement for road improvements
Project No. 2019-12

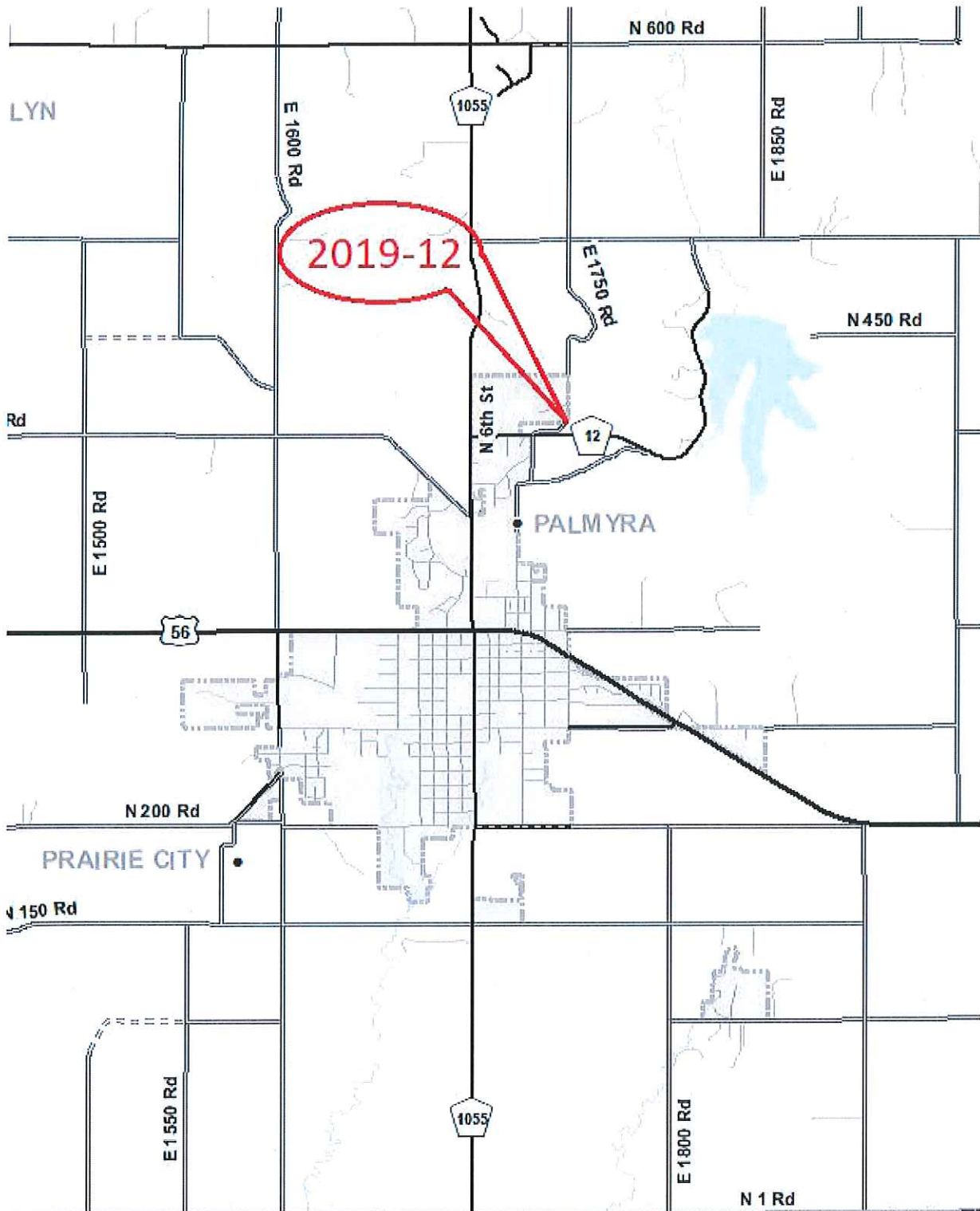
A project has been designed to improve E1750 Road at the northeast corner of the Baldwin City city limits. This is a joint project between Douglas County, Baldwin City, and Palmyra Township, as well as being partially funded by a benefit district. Plans were developed in-house and negotiations with the landowners outside of the city limits for permanent easement, drainage easement, and temporary construction easement are complete.

Construction is currently planned to begin summer 2019 and will be a contracted project.

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

ACTION REQUIRED: Consent agenda approval of CONTRACTS FOR HIGHWAY PURPOSES for Project No. 2019-12.

General Location Map for Project No. 2019-12



Project No. 2019-12

E 1750 Road Improvements (Baldwin)

R/W Negotiation Details

last updated: 4/9/2019

Brown

Approx. **0.3669** acres = R/W Easement
Approx. **0.0186** acres = Easement for Drainage
Approx. **0.1804** acres = Temporary Easement for Construction
Approx. **0** feet = Fence
Approx. **0** feet = Temporary Fence
Other improvements and buildings: (Describe) **-- None --**
Other considerations: (Describe) **-- None --**

In exchange for the R/W Easement, Easement for Drainage, and Temporary Easement for Construction, Douglas County agrees to complete one full treatment of 400 linear feet of roadway at 405 E. 1750 Road, Baldwin City, Kansas, with magnesium chloride as part of the 2019 Dust Palliative Program at no cost to Owner.

TEMPORARY CONSTRUCTION EASEMENT

Description:

That portion of the Southeast Quarter of Section 27, Township 14 South, Range 20 East of the Sixth Principal Meridian, Douglas County, Kansas, described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence North 0 degrees 0 minutes 0 seconds East along the west line of said Southeast Quarter a distance of 1330.00 feet; thence North 90 degrees 0 minutes 0 seconds East a distance of 33.00 feet to the point of beginning of the land to be described; thence North 0 degrees 0 minutes 0 seconds East a distance of 330.00 feet; thence North 90 degrees 0 minutes 0 seconds East a distance of 7.00 feet; thence South 0 degrees 0 minutes 0 seconds East a distance of 330.00 feet; thence North 90 degrees 0 minutes 0 seconds West a distance of 7.00 feet to the point of beginning, containing a total of 0.0530 acres, more or less. This description was prepared on April 5th, 2019 by Kevin R. Sontag, PS1640.

The above described Temporary Construction Easement shall terminate immediately upon completion of Project No. 2019-12.

Douglas County Commission:

Last year the Douglas County Fair Board sought your permission to look into having a beer garden during the Douglas County Fair. The board asked several local establishments in Lawrence if they would be willing to present a proposal to the board to manage this. Due to the fact that it is move in weekend for KU students none of the local business felt they wanted to send us a proposal.

The board was then contacted by Scott Robinson, of the Abdallah Shriners, who said the Shriners might be interested in presenting a proposal. You will see their proposal attached. A few of the facts of this proposal are:

- They will have all the licensing through their organization as they do beer gardens at several other events.
- They will provide all security for the beer garden areas and their personnel will be trained.
- They will provide all supplies that they will need, except for fencing (to secure the area), tables and chairs. Tables and chairs are available on the fairgrounds.

The Fair Board has been in contact with Sheriff Ken McGovern and Captain Steve Buchholz of the Sheriff's Department. They have stated that they are in favor of this and even suggested that we do this multiple evenings instead of the original one night as proposed last year.

The Fair Board feels that this could be a good fundraiser for the fair allowing the board to make improvements in our events and continue the great tradition of the Douglas County Free Fair.

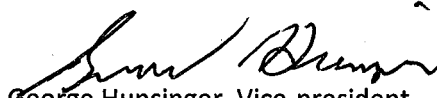
Thank you for your consideration of this proposal.

Sincerely,

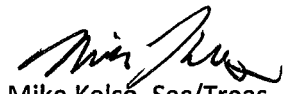
Douglas County Fair Board



David Metsker, President



George Hunsinger, Vice-president



Mike Kelso, Sec/Treas



Brandon Falley



Renee Edmonds



Charlie Thomas



Becky Bentley



Brian Lang

Bryce Schumann



Craig Shultz

3/27/19

PROPOSAL

TO: Douglas County Fair Board
2110 Harper St
Lawrence KS 66046
785-843-7058 ext 115
Margaret Kalb, Executive Secretary

From: Abdallah Shriners – Tin Lizzie Unit
5300 Metcalf
Overland Park KS 66202
Jim Rush 913-481-3559

Dear Sir / Madam,

We would like to thank you for the opportunity to work with you on this project at the Douglas County fair selling beer. We are a Unit with Abdallah Shriners in Overland Park, KS. We do fundraisers throughout the year to earn money for our unit to pass on to our Shrine and other charitable organizations.

We would like to submit the following proposal per the discussion we had with you last month. If this is acceptable, then we would like to have a formal 3 year contract signed by our Potentate and your designated person. We have to provide our insurance with manager training and certificate and written guidelines to protect ourselves and you. We both need to understand that all this is pending city, state and county approvals of beer sales at your fair and their approval of licensing. I have talked to ABC, the State of Kansas and the City and the County. I am waiting on the County to respond. We sell beer at some of our main fundraisers yearly so this is not new to us but we are usually in Leavenworth or Johnson County where our main license is issued. It is just a matter of us getting a temporary permit, but we may need a letter of authorization from your board.

We will be present on four nights from July 31 to August 3, and as discussed we will work one or two areas as needed. They will be as follows:

7/31/19 – Sales in designated beer garden area south of performance stage

8/01/19 – Sales in designated beer garden area south of performance stage

8/02/19 – Sales in designated beer garden area south of performance stage and inside fenced arena during Demolition Derby

8/03/19 – Sales in designated beer garden area south of performance stage and inside fenced arena during Betsworth Bull Bash

We will include the following:

- 1) Initiate the paperwork to the City and/or State to sell beer on your premises.
- 2) We will provide the insurance for our sales and liability of our workers.
- 3) Labor to sell beer in up to 2 locations as discussed and outlined above.
- 4) Labor to walk area and guard up to 2 entry points into the beer gardens.
- 5) Provide 16 oz. cans of Bud, Bud Light and maybe Bud Lime (pending discussion).
- 6) Provide a 40 ft. refrigerated semi-trailer to hold ice and beer products.
- 7) We will provide kiosks and troughs.

We will also need to work out where the 2 areas are and how we will secure them during beer sales to keep people inside the designated areas. Anyone sold beer will provide current I.D. and then a wristband will be placed on them. We reserve the right to recheck anyone drinking or purchasing beer at any time and we reserve the right to refuse sale of beer to persons who are showing signs of being intoxicated.

You will need to provide:

- 1) Electricity
- 2) Secured semi-trailer and box truck parking
- 3) Authority to admit up to 25 workers each night and 5 staff members.
- 4) Staff parking close to our work areas for up to 25 vehicles (some will carpool)
- 5) Fencing acceptable by the city/state for the two beer garden areas.
- 6) Tables and chairs.
- 7) Daily use of a uniloaders with forks to move kiosks to work areas and return to reefer units at night.
- 8) At least one golf cart from 3pm to close each night
- 9) Phone numbers or radio access to your security/law enforcement
- 10) Trash cans and disposal for paper products and trash

We discussed a 20% fee based on the profit at the last meeting. After talking to a few groups that provide these types of services in small towns throughout Kansas and Iowa I would like to propose that we make a donation of the following:

Sale price of 16 oz. cans @ \$5.00 each

- 1) 0 to 1250 cans = \$.25 per can sold
- 2) 1251 to 2500 = \$.50 per can sold
- 3) 2501 to 4000 = \$1.00 per can sold

Examples:

Over the four nights of sales if we sell 1800 beers you will receive \$900.00

2500 beers you will receive \$1250.00

2501 beers you will receive \$2501.00

My best guess and estimate was based on up to 4000 units being sold along with all the necessary materials, equipment, materials and ice. If we run over that then we may need to hire more help to keep up and any additional costs after the 4000 units will be split between us.

This is an easier way for both of us to keep track of all the monies paid out. We will just pay you off the invoiced beer receipt we get from the distributor after any returns.

If, for some reason, this partnership does not work as stated above, either party may terminate the contract with a 90 day notice.

If you have any questions please feel free to call me at 913-481-3559.

Sincerely,

Jim Rush

Abdallah Tin Lizzies Unit

P.S. I took a look at the arena where we talked about putting the garden. I am sure we can make it all work but why not use the Arena fencing as the beer garden area?

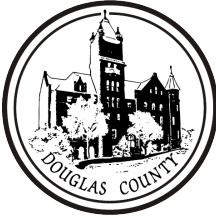
If we could get permission to use the permanent fences as our garden area we can set up a couple of different kiosk locations within the confines of the main fenced in area:

- 1) Would consist of 2 sale areas in between each set of concrete bleachers at the west corners.
- 2) Would be to add 2 more sale points to the east of each side bleacher. This may add more labor but sell more products. We will have to discuss this at our next meeting but would be an added option to get prior approval by the county commissioners.

These options would keep the upper sidewalk area a little clearer of people standing around in a fenced off beer garden. The people can get a beer and return to their seats and watch the show with their families. I don't think you would want to have beer in the pit area so it would require you to have another security point where the alley is entering the arena which you may already have.

We would either have to have a path from both the north and south gates to the sale points to keep supply maintained. If a golf cart can run by the inside of the fence without much traffic problems would be the easiest way. If we have to improvise we can load from golf cart or utility vehicle at the gates to a smaller pull carts but we would have to use the sidewalk due to the weight of product and small tires.

Again, these are just some options we have used at our events.



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

MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator

SUBJECT: Respite housing agreement with Artists Helping the Homeless

DATE: May 1, 2019

Attached for your consideration and approval is a Memorandum of Understanding (MOU) with Artists Helping the Homeless (AAH) and Douglas County to provide respite housing services to homeless or precariously housed Douglas County residents with a mental illness and/or substance use disorder. The scope of services entailed in this agreement are consistent with the project proposal discussed with the Board of Commissioners at a study session on April 17, 2019. A copy of this document is attached for reference.

At the April 17 study session Commissioner Kelly requested follow up information regarding where homeless individuals released from the jail are referred to in terms of temporary/transitional housing, or what options are available. According to Mike Brouwer of Douglas County Sheriff's Office Reentry Services, there were approximately 5,300 inmates released in 2018, 30% of which are released in 3 hours, 60% in 3 days, and the remaining 30-40% of folks that are there longer than 3 days are clients assigned to work with Reentry. Of these clients, Reentry refers about 40 people a year to the homeless shelter when they leave jail. That is approximately half the Intensive Case Management clients, of which they average 70 per year. For the mental health case managed clients (40-50 clients annually), 90% of these clients are presumed to be homeless when they leave jail. These individuals are also referred to the homeless shelter, although several are permanently banned from the shelter for past behavior. Sometimes the shelter will give those clients another chance, sometimes not.

If Reentry does send someone to the shelter, they do try to get them into sober living as soon as possible (ex. Oxford House). Because clients can be resistant to this transition, or due to the wait time for a bed, which is often a couple of weeks, it is difficult for them to maintain stability. Reentry also estimates that 50% of the people referred to the shelter spend less than two nights before they find a seek shelter through other less than ideal means, often returning to old habits. This has always been a major hurdle for Reentry clients, even though they are not a large portion of the jail population (approximately 2,000 clients annually), they are the ones who struggle the most, which is why they are Reentry clients. Over the years Reentry Services have tried to develop a better relationship with the Oxford Houses, improve the speed of processing applications at the Housing Authority and partnerships with Bert Nash's Bridges program to address the challenges faced by these clients.

By partnering with AAH, clients will not only be housed, but also receive the comprehensive support, programming, or access cognitive behavioral and addiction programming services through community partners.

Additional follow up information was provided by Jason Hess of Heartland RADAC, who indicated that roughly 40% of the clients referred for Intensive Care Coordination (ICC) services in Douglas County via the Lawrence Memorial Hospital ER, Bert Nash, DCCCA, and increasingly the Shelter are homeless. These clients would also be appropriate for referral to AAH depending on their needs and willingness to participate.

Funding to support this program for the initial 3-year term of the engagement with AAH can be provided through existing budget authority available in the Behavioral Health Projects budget (\$1.9 million). The 2019 budget was initially developed with an estimated \$400,000 capital match commitment for the Tier 2 housing project, and a \$400,000 capital match in 2020 for transitional housing expansion on the DCCCA First Step campus. Beyond 2020 there are no additional commitments for the \$400,000 that was designated for behavioral health housing support. It is now anticipated that the one-time capital match commitments for the Tier 2 housing and transitional housing at DCCCA First Step can be accomplished through accumulation of one-time funds available in the equipment reserve fund. In addition, one-time funds will accumulate in the sales tax fund as the result of the behavioral health sales tax beginning in 2019, which will be available until 2021 when the Crisis Center comes online.

Recommended Motion: “Approve agreement with Artists Helping the Homeless to provide respite housing for Douglas County residents.”

MEMORANDUM OF UNDERSTANDING

This *Agreement* is effective this ____ day of _____, 2019, by and between Douglas County, a political subdivision of the State of Kansas (“**County**”), and Artists Helping the Homeless, Inc. (“**AHH**”), a Missouri not-for-profit corporation authorized to do business in the State of Kansas.

WHEREAS, County desires to reduce the need and cost of care for homeless individuals in the community, especially frequent utilizers of services and/or the chronically homeless;

WHEREAS, County has funds available to initiate a program to address the housing, programmatic, and high utilization needs of its homeless population;

WHEREAS, AHH endeavors to reduce homelessness through reintegration, facilitate access to existing services (advocacy/transportation), and to decrease high utilization by providing aid, advocacy, and assistance in accessing resources to those seeking to leave the street; and

WHEREAS, AHH renders such services through its Bodhi House and “Be the Change” programs, which provide respite housing, transportation, and/or advocacy services.

NOW THEREFORE, County and AHH desire to work together in accordance with the terms and conditions set forth herein:

ARTICLE I—TERM

Section 1.1. Term. The term of this Agreement is three (3) years beginning on the ____ day of _____ 2019 and ending on the ____ day of _____ 2022. This shall constitute the “Initial Term.” This Agreement will automatically renew at the end of the Initial Term and remain in effect until terminated by either party by giving not less than ninety (90) calendar days’ written notice of the termination.

ARTICLE II—DUTIES

Section 2.1 Duties of AHH. In order to fulfill its duties under this Agreement, AHH agrees to:

- a. Employ three full-time Peer Support Specialists, two part-time Peer Support Specialists, two drivers, and one Program Director. One case manager may also be brought on board, either as an employee or an independent contractor.
- b. Provide orientation and staff training to AHH personnel rendering services under this Agreement regarding policies, processes, and procedures of AHH related to this program.

- c. Agree that each employee assigned to AHH programs meets minimum health, supervision, and licensing requirements of the assignment and provide verification of applicable licensure of any assigned personnel.
- d. Pay all wages to its personnel for services performed by them; be responsible for withholding federal and state income taxes; pay social security taxes and unemployment insurance; and maintain worker's compensation insurance coverage in an amount and under such terms as required by state law.
- e. Accept client referrals from community agencies and health care providers, including (but not limited to): Lawrence Memorial Hospital's Intensive Care Team, the Lawrence Police Department, the Douglas County Sheriff's Office, Bert Nash Community Mental Health Center, DCCCA, and the Lawrence Community Shelter.
- f. Meet with the County to engage in regular program review; and to establish plans for safety issues and referral processes. To this end, AHH shall provide County reports with the content, and on the intervals, mutually-agreed upon by the parties.
- g. Complete the following Scope of Work for transportation/advocacy services:
 - i. Furnish transportation for clients for medical/dental appointments, behavioral health services, social services, court-required appointments, employment-related appointments, and/or for other services as necessary to facilitate transition from homelessness.
 - ii. Engage in outreach with homeless persons, or potential homeless persons, in Douglas County to provide transition support and other natural community support resources.
 - iii. Deliver "Be the Change" programming, advocacy, encouragement, and support focused on helping homeless individuals address issues that led to, or resulted from, being homeless, including identifying and accessing substance abuse and behavioral health services.
- h. Complete the following Scope of Work for respite housing services with a maximum of 12 participants:

- i. Provide respite housing to deliver shelter to unsheltered individuals and create a seamless continuum of services. The housing shall include 24/7 client monitoring.
 - ii. Furnish transportation for clients for medical/dental appointments, behavioral health services, social services, court-required appointments, employment-related appointments, and/or for other services as necessary to facilitate transition from homelessness.
 - iii. Engage in outreach with other community agencies or health care providers to enable client access to proactive medical and dental care.
 - iv. Engage in outreach with homeless persons, or potential homeless persons, in Douglas County to provide transition support and other natural community support resources (Recovery Oriented Systems of Care).
 - v. Engage in outreach with homeless persons, or potential homeless persons, in Douglas County. Such outreach will be centered on providing meals and transportation, as well as on building rapport with homeless individuals.
 - vi. Deliver “Be the Change” programming, advocacy, encouragement, and activities in accordance with the program’s mission. Support shall include the provision of food, shelter, medication, legal support, education and job training support, and recovery services.
 - vii. Offer comprehensive wrap-around and case management services to identified members of the Bodhi House program.
 - viii. Facilitate placement in permanent/long-term housing within Douglas County or, as available, within a larger urban area such as the greater Kansas City metropolitan area.
- i. After the first three (3) months of the Term, AHH shall provide services to a minimum of six (6) participants at all times during the Term. Should AHH fail to provide services to a minimum of six (6) participants the County may terminate this agreement with ninety (90) days notice.

Section 2.2 Duties of County. In order to fulfill its duties under this Agreement, County agrees to distribute funds in accordance with the schedule set forth in this Section, which may be altered by mutual agreement of the parties. The parties have mutually agreed to the following

disbursement schedule: (a) \$364,000 in program costs on or before May 1, 2019; (b) \$ 370,280 in program costs and on or before February 11, 2020; and (c) \$376,686 in program costs on or before February 9, 2021.

Section 2.3. Duties of Both Parties. In order to fulfill their duties under this Agreement, both parties agree:

- a. To communicate regularly and timely with each other's supervisors regarding changes or challenges in implementing this Agreement.
- b. To execute a *Business Associate Agreement* and *Qualified Service Organization Agreement*, as necessary, and maintain the confidentiality and privacy of client information during the course of, and subsequent to, any services rendered pursuant to this Agreement in accordance with all applicable state and federal statutes and regulations. This includes, but is not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations, the regulations set forth at 42 C.F.R. Part 2, FERPA, and Kansas' medical privacy laws.
- c. To indemnify and hold harmless each other (and all agents and employees) from any claim or liability arising by virtue of any alleged negligence or malpractice on the part of each party's personnel to the fullest degree such indemnification is allowed by law.
- d. To provide general liability, workers' compensation, professional liability, and other applicable insurance policies to cover the acts and omissions of each party's personnel performing, or omitting to perform, this agreement.
- e. To consult and cooperate on a continuing basis with each other in the establishment of mutually-acceptable standards and procedures for carrying out the provisions and purpose of this Agreement.
- f. That nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or similar relationship between the parties, it being specifically agreed that the relationship is and shall remain that of independent parties to a contractual relationship. In no event shall either party be liable for the debts or obligations of the other, except as otherwise specifically provided in this Agreement.
- g. During the term of this Agreement and for a period of one (1) year after the expiration or termination of this Agreement for any reason, to not induce, or attempt

to induce, any employee, agent or former employee or agent of the other party to leave the employ of the other party, or hire any such employee, agent or former employee or agent in any business or capacity.

- h. That Kansas law applies to this Agreement. Jurisdiction for any dispute arising from this Agreement shall be the District Court of Douglas County, Kansas.
- i. That the failure of either party to insist at any time upon the strict observance or performance of any provision of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any right or remedy of such party or be construed as a waiver or relinquishment thereof with respect to subsequent defaults or breaches. Every right and remedy given by this Agreement to the parties hereto may be exercised from time to time and as often as may be deemed expedient by the appropriate party.
- j. That this Agreement may be executed in counterparts, all of which shall constitute an agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart. Each party shall become bound by this Agreement immediately upon signing and independently of the signature of any other party.
- k. That if, for any reason, any provision of this Agreement shall be determined by a court of competent jurisdiction to be legally invalid or unenforceable, the validity and unenforceability of the remainder of the Agreement shall not be affected, and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be valid, enforceable, and enforced.
- l. That each party will make such disclosures as may be required by any federal, state, or county requirements with respect to this Agreement. If either party is requested to disclose books, documents, or records relevant to this Agreement for audit by such programs, it shall notify the other party of the nature and scope of the request and each party shall make available, upon written request of the other, all such relevant books, documents, or records during such party's regular business hours.
- m. That this Agreement supersedes all prior negotiations and agreements between the parties hereto relative to the transaction contemplated by this Agreement. This Agreement contains the entire understanding of the parties hereto and any earlier agreement or understanding shall be of no effect.

- n. Except as otherwise set forth herein, all provisions of this Agreement shall be deemed to be binding upon the parties hereto, their successors and assigns. Neither party may assign that party's rights, privileges, duties, or obligations hereunder to any person or entity without the prior written consent of the other party.

ARTICLE III—TERMINATION

Section 3.1. Material Breach. Either party may terminate this Agreement for material breach, including nonperformance of any term or condition of this Agreement. Each party shall give the other party written notice of any act or failure to act that it believes constitutes a material breach or nonperformance of this Agreement. Each party shall have a period of thirty (30) calendar days after receipt of such notice to correct the act, or failure to act, to the reasonable satisfaction of the other party. In the event such act, or failure to act, is not remedied and corrected to the reasonable satisfaction of the other party within such thirty (30) calendar day period, then the non-breaching party may terminate this Agreement immediately upon the expiration of the thirty (30) day period.

Section 3.2. Termination by Mutual Agreement. The parties may terminate, revise, or amend this Agreement at any time, and for any reason, by a mutual written agreement executed with the same formality as this Agreement.

Section 3.3. Jeopardy. Notwithstanding anything to the contrary herein contained, in the event the performance by either party hereto of any term, covenant, condition or provision of this Agreement jeopardizes: (a) the licensure of any party to this Agreement; (b) the tax-exempt status of any party, any of its property, or financing (or the interest income thereon, as applicable); (c) any party's compliance with any statute, regulation, ordinance, or applicable law; or (d) any party's compliance with the ethical principles of any recognized body, agency, or association, then either party may initiate negotiations to resolve the matter through amendments to this Agreement. If the parties are unable to resolve the matter within thirty (30) calendar days after the initiation of negotiations, either party may, at its option, terminate this Agreement immediately.

ARTICLE IV—NOTICES

Section 4.1. Notices. Any written notice required by this Agreement shall be provided as follows:

To County:

Douglas County
Attn: County Administrator
1100 Massachusetts Street

Second Floor
Lawrence, Kansas 66044

To AHH:

Kar Woo, President
Artists Helping the Homeless, Inc.
11412 Knox Drive
Overland Park, Kansas 66210

IN WITNESS WHEREOF, the authorized representatives of each party sign this Agreement as follows:

By: _____

Title: _____

Douglas County Kansas

By: _____

Title: _____

Artists Helping the Homeless, Inc.