



RENO COUNTY
206 West First Avenue
Hutchinson, Kansas 67501-5245
(620) 694-2929
Fax (620) 694-2928
TDD (800) 766-3777

TO: ALL INTERESTED PARTIES
FROM: BOARD OF COMMISSIONERS
RE: NOTICE OF MEETINGS
DATE July 22, 2016

The Reno County Board of Commissioners will meet as regularly scheduled at 9:00 a.m. on Tuesday, July 26, 2016, in Commission Chambers to hold their Agenda Session.

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AGENDA SESSION
RENO COUNTY COMMISSION
COMMISSION CHAMBERS OF COURTHOUSE
Tuesday, July 26, 2016
9:00 A.M.

1. Roll Call:

Deming _____ Dillon _____ Schlickau _____

2. Pledge of Allegiance to the American Flag and Prayer

3. Determine Additions to the Agenda (Restricted to subject matters that were not known at the time of the agenda publication and to subject matters that require immediate Board discussion and/or action and which cannot be deferred to a later date.)

4. Public Comment on Items not on the Agenda. Please come forward to the podium, state your name and address and limit your remarks to not more than 5 minutes per item.

5. Consent Agenda (items considered routine for approval. If any commissioner or person in the audience would like further discussions or explanation of any item they may ask that it be removed from the consent agenda for additional consideration.

a. Vouchers (bills or payments owed by the county or related taxing units) totaling _____.

Motion for consent agenda items: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

6. **Tabled on 7/5/16:** Consider for approval, designating a voting delegate and alternate at the Kansas Association of Counties (KAC) annual meeting to be held November 15-17, 2016 in Overland Park, KS. AI

Motion for action: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

7. Review of the 2017 County Budget and Special Districts Budget Summaries and set a date for the Budget Hearings. AI

Motion for action: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

8. Consider for approval a contract with VendTech Enterprises for armed security guard services at the courthouse. AI

Motion for action: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

9. Consider a Resolution reclassifying certain roads in the Reno County road system pursuant to K.S.A. 68-506 specifically known as Medora Road Mile 29; Frisco Avenue Mile 35 and 4th Avenue Mile 39 between Victory Road and Buhler Road. AI

Motion for action: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

10. Consider for approval the following end-of-year budgets and budget adjustments for Community Corrections. AI

- a. Juvenile Grant Budget Adjustments
- b. Juvenile FY'17 Carryover Reimbursement Budget
- c. Adult FY'17 Carryover Reimbursement Budget
- d. Adult FY'17 Behavioral Health Revised Budget
- e. Adult Grant Budget Adjustments

Motion for action: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

11. Consider for approval Community Corrections' Adult Year End Outcome Report. AI

Motion for action: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

12. Discussion of items added to the agenda

13. Department update from Public Works Director David McComb

14. Executive Session for privileged legal matters.

15. Adjournment

Items listed on the agenda as "DI" (Discussion Item) will normally be discussed that day and voted on the following week. Items listed as "AI" (Action Item) will normally be voted on that day unless postponed for further discussion or to await additional information. The Commission reserves the right to take a final vote on any agenda item but normally, on items coming up for the first time discussion, will await the following week for a final vote.

CERTIFICATION OF VOTING DELEGATE
KANSAS ASSOCIATION OF COUNTIES
41st ANNUAL CONFERENCE

AGENDA
ITEM #6

Purpose:

The bylaws of the Kansas Association of Counties provide that the county voting delegate be selected and certified in the following manner:

"Each member county shall be allowed one vote, which shall be cast by a chosen delegate designated for the county. Any county elected or appointed official may be selected as the county's voting delegate. The member county shall also appoint two alternates, specifying the order of such alternates, should the voting delegate be unavailable to attend the meeting. Delegates and alternates shall be certified to the KAC at least seven days before the meeting."

Please complete this form and return it at your earliest convenience to:

Kansas Association of Counties
300 SW 8th, Suite 300
Topeka, KS 66603

If you have any questions please contact:

Randall Allen
allen@kansascounties.org
(785) 272-2585 ext. 302 (785) 272-3585 (FAX)

For voting delegates to be certified, your response (and/or any changes or alterations to this form) must be received no later than Friday, October 21, 2016.

Date: _____, 2016

I, _____, County Clerk of
_____ County do hereby certify that the following officers have been designated
as the voting delegate and alternates for the 41st Annual Conference.

Delegate _____ Position _____

1st Alternate _____ Position _____

2nd Alternate _____ Position _____

Signed: _____
County Clerk

NOTICE OF BUDGET HEARING

The governing body of

Reno County

**Agenda
Item # 7**

will meet on at 9:00 a.m. at Reno County Commission Chambers for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of ad valorem tax. Detailed budget information is available at Reno County Clerk's Office and will be available at this hearing.

BUDGET SUMMARY

Proposed Budget 2017 Expenditures and Amount of 2016 Ad Valorem Tax establish the maximum limits of the 2017 budget. Estimated Tax Rate is subject to change depending on the final assessed valuation.

FUND	Prior Year Actual for 2015		Current Year Estimate for 2016		Proposed Budget Year for 2017		
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Budget Authority for Expenditures	Amount of 2016 Ad Valorem Tax	Est. Tax Rate*
General	15,756,372	13.819	16,913,929	14.667	20,758,263	8,199,671	14.523
Bond & Interest	1,268,107	1.536	1,289,577	1.512	1,303,087	1,026,371	1.818
Road & Bridge	5,721,786	7.076	6,300,315	7.284	6,299,530	3,398,041	6.018
Special Road Fund	500,000	0.998	0	1.000	1,285,500	570,011	1.010
Special Bridge	1,439,760	0.999	1,600,000	2.000	1,516,000	1,140,292	2.020
Elderly	1,553,415	0.527	1,957,185	0.549	1,921,837	182,309	0.323
Public Health	2,455,069	1.136	2,733,358	1.446	2,890,797	1,105,295	1.958
Noxious Weed	178,980	0.273	171,850	0.270	134,064	47,748	0.085
Employee Benefits	6,636,117	9.677	7,286,707	8.804	8,409,910	6,110,132	10.822
TECH Center	540,000	0.885	540,000	0.861	540,000	484,726	0.859
Mental Health	410,000	0.672	410,000	0.654	410,000	368,167	0.652
Museum	163,500	0.264	163,500	0.263	163,500	145,355	0.257
Capital Improvement Prgm	530,330	1.031	464,025	1.054	1,354,025	548,417	0.971
Special Equipment Fund	414,264	0.634	452,850	0.533	627,600	328,218	0.581
Solid Waste	3,556,129		5,754,691		5,163,326		
Youth Services	1,777,302		1,906,975		1,962,448		
Solid Waste Postclosure	607,965		507,610		5,806,705		
Special Parks & Recreation	8,362		9,291		8,729		
Special Alcohol & Drug	9,600		10,100		16,741		
Noxious Weed Capital Outlay			20,000		63,353		
Health Capital Outlay	8,068		71,000		297,584		
Internal Services Fund	426,357		742,000		728,122		
Non-Budgeted Funds-A	1,964,421						
Non-Budgeted Funds-B	973,755						
Non-Budgeted Funds-C	702,183						
Non-Budgeted Funds-D	4,755,979						
Totals	52,357,821	39.527	49,304,963	40.897	61,661,121	23,654,753	41.897
Less: Transfers	7,730,173		5,941,969		6,297,956		
Net Expenditure	44,627,648		43,362,994		55,363,165		
Total Tax Levied	21,786,815		23,059,431		XXXXXXXXXXXXXXXXXX		
Assessed Valuation	551,214,881		563,832,889		564,616,335		

Outstanding Indebtedness,

	2014	2015	2016
January 1,			
G.O. Bonds	34,863,400	32,481,800	28,855,000
Revenue Bonds	0	0	0
Other	1,645,000	1,245,000	1,498,000
Lease Pur. Princ.	3,916,198	3,507,486	2,986,898
Total	40,424,598	37,234,286	33,339,898

*Tax rates are expressed in mills

Donna Patton

Clerk

Reno County

2017

NOTICE OF BUDGET HEARING

Other District Funds	Prior Year Actual 2015		Current Yr Estimate 2016		Proposed Budget Year 2017			
	Expenditures	Actual Tax Rate*	Expenditures	Actual Tax Rate*	Expenditures	2016 Ad Tax	Est. Tax Rate*	July 1 Est. Valuation
Fire District No. 1 General	0		0		0	0		
Fire District No. 2 General	1,529,208	21.83500	1,618,050	17.46800	1,867,053	1,498,945	21.559	69,526,644
Fire Dist. No. 3 General	145,354	4.75900	159,400	4.94600	173,997	141,832	5.176	27,400,173
Fire Dist. No. 4 General	147,532	4.72600	165,675	4.55100	177,191	159,567	5.187	30,761,964
Fire Dist. No. 6 General	42,147	4.73500	46,400	4.89100	55,075	44,740	7.003	6,388,758
Fire Dist. No. 6 Bond & Int	17,116	1.65500	16,425	1.77400	17,320	14,823	2.320	6,388,758
Fire Dist. No. 7 General	54,868	4.55800	63,691	4.41800	63,691	54,182	5.209	10,401,446
Fire Dist. No. 8 General	94,189	4.99300	115,400	4.80000	115,400	99,528	5.184	19,200,099
Fire Dist. No. 8 Bond & Int	23,240	1.13800	22,940	1.12300	24,330	20,185	1.051	19,200,099
Fire Dist. No. 9 General	119,695	4.89100	150,000	4.73800	150,000	128,422	5.012	25,622,941
Fire Dist. No. 9 Bond & Int	68,615	2.77500	66,765	2.21100	66,465	56,036	2.187	25,622,941
Fire Dist. Jt. No. 1 Rn-Km General	100,599	4.87600	109,375	4.02600	113,125	91,722	5.016	18,284,616
Fire Dist. Jt. No. 1 Rn-Km Bond Int	4,148		0		2,757	0		18,284,616
Fire Dist. Jt. No. 2 Rn-Hv General	105,377	4.23300	115,395	4.54200	121,145	100,094	5.013	19,966,329
Special Equipment Funds	529,596							
Sewer Districts:								
Sewer District No. 1	5,227	20.99000	4,432	20.92900	6,395	3,760	23.522	159,852
Sewer District No. 3 & 10	11,256	5.56400	19,046	5.65800	44,534	14,074	5.606	2,510,407
Sewer District No. 201	14,135	13.60200	14,724	12.38500	34,724	12,366	12.759	969,191
Sewer District No. 202	28,276	18.31400	22,079	19.21800	33,064	20,575	19.734	1,042,614
Sewer District No. 8	54,690		50,118		93,784	0		4,208,269
Replacement Reserves	0							
Water Districts:								
Water District No. 8	75,672		94,690		271,290	0		4,514,274
Water District No. 8 Bond & Int	63,420	1.57000	61,800	1.89700	20,100	0		4,514,274
Water District No. 101	16,296		26,111		84,684	0		1,718,151
Totals	3,250,656	125.21400	2,942,516	119.57500	3,536,124	2,460,851	131.538	

*Tax rates are expressed in mills



CONTRACT AWARD

AGENDA ITEM #8

Date of Award:

Contract ID:

Procurement Officer:

Telephone:

E-Mail Address:

Web Address:

Item: Armed Security Guard Services

Agency/Business Unit: Reno County

Period of Contract: December 01, 2016 through December 31, 2016
(With the option to renew for three additional 12 month periods)

Contractor: VENDTECH ENTERPRISE LLC
250 N ROCK RD STE 360
WICHITA, KS 67206-2243

FEIN: 26-4106871

Contact Person: Darrius L Wright
E-Mail: dwright@vendtechenterprise.com
E-Mail 2: info@vendtechenterprise.com
Local Telephone: 316-689-6850
Cell Phone Number: 316-308-6688
Fax: 316-689-0662

Amendments: (1) Attached

Payment Terms: Net 15

1. Terms and Conditions

1.1. Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- The State of Kansas Cash-Basis law, and all other applicable state and federal laws
- Reno County Purchase Policy
- The RFP and any amendments

1.2. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

1.3. Definitions

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

1.4. Contract Formation

No contract shall be considered to have been entered into by the County until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

1.5. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Reno County
206 W. First Ave
Hutchinson, Kansas 67501
RE: Contract Number _____

or to any other persons or addresses as may be designated by notice from one party to the other.

1.6. Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

1.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Hutchinson, Reno County, Kansas.

1.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Reno County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment

1.9. Mandatory Provisions

The provisions found in Section 4 "Contractual Provisions Attachment" (pg. 16-17) are incorporated by reference and made a part of this contract.

1.10. Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The County Administrator shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as County may authorize in writing), the Administrator shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

1.11. Termination for Convenience

The County Administrator may terminate performance of work under this contract in whole or in part whenever, for any reason, the Administrator shall determine that the termination is in the best interest of Reno County. In the event that the Administrator elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

1.12. Rights and Remedies

If this contract is terminated, the County, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the County in the manner and to the extent directed, any completed materials. The County shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by County subject to any offset by County for actual damages including loss of federal matching funds.

The rights and remedies of the County provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

1.13. Antitrust

If the Contractor elects not to proceed with performance under any such contract with the County, the Contractor assigns to the County all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the County pursuant to this contract.

1.14. Hold Harmless

The Contractor shall indemnify the County against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The County shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to County property. The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

1.15. Force Majeure

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

1.16. Assignment

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the County. County may withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the County.

1.17. Third Party Beneficiaries

This contract shall not be construed as providing an enforceable right to any third party.

1.18. Waiver

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

1.19. Injunctions

Should Reno County be prevented or enjoined from proceeding with the contract before or after contract execution by reason of any litigation or other reason beyond the control of the County, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

1.20. Staff Qualifications

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

1.21. Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, worker's compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

1.22. Worker Misclassification

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

1.23. Immigration and Reform Control Act of 1986 (IRCA)

The contractor is expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

1.24. Proof of Insurance

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the County Administrator.

1.25. Conflict of Interest

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this contract or services similar in nature to the scope of this contract to the County. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any county employee who has participated in the making of this contract until at least two years after his/her termination of employment with the County.

1.26. Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

1.27. Confidentiality

The Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render it unreadable.

1.28. HIPAA Confidentiality

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement.

1.29. Environmental Protection

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

1.30. Care of County Property

The Contractor shall be responsible for the proper care and custody of any county owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the County for such property's loss or damage caused by the Contractor, except for normal wear and tear.

1.31. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any County employee at any time.

1.32. Retention of Records

Unless the County specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

1.33. Off-Shore Sourcing

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Administrator and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Administrator with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain this approval may be grounds to terminate the contract for cause.

1.34. On-Site Inspection

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the County any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

1.35. Indefinite Quantity Contract

This is an open-ended contract between the Contractor and the County to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

1.36. Prices

Prices, outlined on page 15 of this document shall remain firm for each year of the contract with the option to request equitable adjustment during subsequent renewals. Prices shall be net delivered, including all

trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the County. Failure to provide available price reductions may result in termination of the contract for cause.

1.37. Financial Commitment

Should the County's current or future financial situation not make it possible for the County to make firm, unalterable financial commitments; and in the event the County determines lack of funding requires a modification of this agreement, it reserves the right to renegotiate terms and conditions of the agreement with the Contractor. The contractor agrees to cooperate with the County in renegotiating this agreement should the County determine that such modification is necessary to manage the resources available to the County. In the event the County is subject to a formal funding reduction or allotment, the County reserves the right to alter or adjust the payment amounts or terms of this agreement to meet funding reductions or allotments by sending a written notice of such alterations or adjustments to the contractor 15 days before such alterations or adjustments become effective. Should the contractor believe there is a need to modify other terms or conditions of the agreement, the County will, in good faith, negotiate regarding the terms of the agreement.

1.38. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires similar state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the county. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

1.39. Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the County of Reno, State of Kansas, municipality, or the federal government, agency payments to the Contractor may be intercepted / setoff by the County. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the agency owes Contractors against debts owed by the Contractors to the agency, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

1.40. Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The County is exempt from sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the County shall provide to the Contractor a certificate of tax exemption.

The County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

1.41. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its

work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a county contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.42. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of County said issue is due to imperfection in material, design, workmanship or Contractor fault.

1.43. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.44. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

1.45. Inspection

The County reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

1.46. Acceptance

No contract provision or use of items by the County shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

1.47. Ownership

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

1.48. Information/Data

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the County.

1.49. Certification of Materials Submitted

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the

County of Reno. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.50. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to County to allow for a functional transition to another vendor.

1.51. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.52. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

1.53. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

2. Specifications

The primary purpose of the services requested is to provide Reno County with uniformed, armed and trained Security Guards in order to ensure the safety of, while affording maximum protection to, Reno County employees, members of the public, Reno County buildings, grounds and premises, personal property, and to any user of the Courthouse facilities and services.

It is anticipated that the uniformed Armed Security Guard force will act as a deterrent to anyone who may plan to commit an act of violence against persons and property in the Reno County Courthouse.

2.1 Background/History

The County intends to construct a security entrance at the front door of the Reno County Courthouse, and the project is expected to be completed on or before September 1, 2016. The plans are to use private armed security guards at the entrance to operate a walk-through scanner and a magnetometer, and to monitor security cameras. A sworn Deputy Sheriff will be designated as the County's Contact Person for the purpose of overseeing the execution of this Contract.

2.2 Location and Hours of Operations

The Security Guard services will be performed at the Reno County Courthouse at 206 West First Avenue, Hutchinson, KS 67501

Normal Operating Hours: Monday through Friday, from 7:00 a.m. to 5:00 p.m.

Exceptions to Normal Operating Hours: Reno County reserves the right to reduce or increase the hours of operation as necessary in order to serve Courthouse and Hutchinson Municipal Court operations.

Reno County Observed Holidays: The Courthouse will be closed during the following observed holidays:

- (a) New Year's Day
- (b) Martin Luther King's Birthday
- (c) Memorial Day
- (d) Independence Day
- (e) Labor Day
- (f) Veteran's Day
- (g) Thanksgiving Day
- (h) Friday after Thanksgiving Day
- (i) Commission Reprieve Day
- (j) Christmas Day

2.3 Scope of Work

Contractor will provide one armed security guard for each of three (3) work stations located at the Courthouse entrance during all Normal Operating Hours except as directed by the County.

The Armed Security Guard services include, but are not limited to the following:

Provide surveillance of all persons entering and exiting the Reno County Courthouse.

Inspect packages, briefcases, purses, duffel bags, and other items being brought into or being removed from the Courthouse, in order to prevent introduction into the Courthouse of firearms, explosive devices, and other weapons not allowed in a secure facility in accordance with Kansas law, or any other illegal contraband.

Conduct magnetometer screening.

Deter and report unauthorized personnel entry to the Reno County Sheriff's Department.

Provide monitoring of security cameras.

Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In case of such an event, Contractor will summon appropriate response agencies and then notify the Reno County Sheriff and County Administrator in accordance with applicable and standing orders and policies; assist in minimizing the effects thereof; and assist in restoring the area to a safe condition.

Safeguard and deter the commission of crimes against persons and property; summon the appropriate response forces; and assist those response forces as required.

Report all smoke and fire alarm conditions and any other indications of suspicious activities within the courthouse.

Maintain the scene of an incident or crime to protect evidence in accordance with established procedures.

Check all floors as staff leave for the day to insure that no unauthorized persons remain in the building.

Report immediately to the County Maintenance Department any potentially hazardous conditions and items in need of repair, including inoperative lights, slippery floor surfaces, and other safety-related issues that are reported or observed.

Maintain order within the assigned areas consistent with Armed Security Guard training and equipment so as not to unreasonably endanger property and/or persons.

Prepare required incident reports, including reports on accidents and fire alarms; maintain and make available all records in connection with the duties and responsibilities of the assignment.

When authorized, receive, safely keep, and turn over to appropriate persons, official mail, messages, and/or correspondence.

Receive and safely store lost and found articles pending return to owner or for appropriate safekeeping of, in accordance with Reno County procedures.

Summon professional medical assistance and/or call 911 in the event of injury or illness to Reno County employees or others while in the buildings or on Courthouse property.

In the event of emergency or unusual occurrence adversely affecting the interest of Reno County, summon appropriate assistance such as the local fire and/or law enforcement departments and immediately notify the Sheriff and County Administrator.

Perform other functions as necessary in the event of situations or occurrences such as disturbances or criminal acts adversely affecting the security and/or safety of the Reno County, its employees, property, and the general public lawfully in the buildings or on property of Reno County consistent with security force training and equipment so as not to endanger persons and property.

Observe and enforce posted rules and regulations covering the Reno County Courthouse.

Be helpful and, within reason, provide information or services requested.

Each guard has access to a logbook. All Armed Security Guards shall enter the following information into the logbook:

- (a) Accurately log all security activities during each shift.
- (b) Sign in and out before and after each shift.
- (c) Record at the beginning of each shift the condition of all items found on the check list (check list located at each security desk).
- (d) All Armed Security Guards shall indicate they have reviewed the log entries from previous shifts to be informed of all past activities, since their last shift at the Courthouse.

2.3 Supervision of Security Guard Force

At all times, a Deputy Sheriff shall be assigned to be the County's contact person for the purpose of overseeing execution of this Contract.

2.4 General Requirements:

The Contractor shall have been licensed as a security services company for at least three (3) consecutive years prior to execution of the contract.

Upon being awarded the bid and before the contract is signed, the Contractor shall employ Armed Security Guards employees licensed by the City of Hutchinson, Kansas.

Contractor shall maintain and provide attendance and vacation schedules of Security Guard personnel to the Reno County Sheriff and the Reno County Administrator.

Contractor is responsible for verifying Security Guard attendance at all posts and positions; and for maintaining all posts and positions fully manned at all times.

Contractor shall establish a notification system within ten (10) days of the signing of the Contract by both Parties, to process and respond to requests by authorized Reno County personnel for contingency support outside the normal operating hours. This plan shall be acceptable and approved by Reno County.

Contractor shall maintain a current roster of its employees assigned to the Reno County Courthouse premises. Contractor is responsible for ensuring that all its employees are promptly and correctly out-processed upon resignation, termination, or completion of employment, including sending an email to the Sheriff and County Administrator notifying and confirming to them of the same.

2.5 Qualification Requirements of Contractor's Personnel:

2.5.1 General:

Contractor's personnel shall be qualified, efficient, and bonded.

Contractor's personnel must have integrity and shall conduct themselves at all times in a courteous, respectful, attentive, and trustworthy manner.

With respect to all security guard personnel to be assigned by Contractor to the Reno County Courthouse detail, Contractor shall provide to the Reno County Sheriff a complete criminal history report of all arrests and convictions for violations of all criminal statutes and ordinances and any other violations of law other than minor traffic code violations. Reno County retains the right in its sole discretion to object to the assignment of personnel based upon the information provided.

2.5.2 Legal Status

Contractor's personnel shall be citizens of the U.S.A. or legal U.S.A. residents who have been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card Form 1-151, or who present other evidence from the Immigration and Naturalization Service that he/she is authorized to engage in employment as a permit for work.

All of Contractor's personnel assigned pursuant to the Contract shall have reached the age of 21 years at the time of employment under the Contract.

2.5.3 **Education, Experience, and Skills**

Reno County expects Contractor's personnel assigned to the Reno County Courthouse to demonstrate the following qualities:

- (a) Ability to greet and tactfully deal with the general public, diplomats, delegates, and Reno County staff, as well as all other persons on Reno County premises.
- (b) Clear capability for reading understanding, communicating, and applying written and verbal orders, rules, and regulations, in English. Must be able to write clear and concise reports.
- (c) Use of good judgment, the possession of courage, alertness, and an even temperament.
- (d) The ability to maintain poise and self-control during situations that involve mental stress; this entails being able to withstand the accompanying excitement of emergencies and building evacuations.
- (e) Being perceptive, dependable, tactful, and punctual, and must have the ability to work and deal with people effectively.

2.5.4 **Appearance and Conduct of Contractors Personnel**

2.5.4.1 **Appearance of Contractor's Personnel:** Security Guards are expected to maintain a well-groomed, clean-shaven, clean appearance. Uniforms shall be clean and neatly pressed; hair and mustaches shall be neatly trimmed (no beards or long side burns are allowed); shoes shall be shined and in good condition.

2.5.4.2 **Conduct of Contractor's Personnel:**

Armed Security Guards are expected to conduct themselves in accordance with the rules, regulations, and the demeanor expected and required of persons performing services in the Courthouse.

Inappropriate conduct includes, but is not limited to:

- (a) Theft in any form or any other illegal activity while on duty.
- (b) Offensive, profane, or inappropriate language; loud, boisterous conduct; and horseplay.
- (c) Opening of desks, files and cabinet drawers in the private offices of Courthouse personnel.
- (d) Any form of gambling.
- (e) The consumption of intoxicating beverages within eight hours before shift, while on duty, or at any time on Reno County property.
- (f) The use of illegal drugs or controlled substances.
- (g) Sleeping while on duty.
- (h) Damaging or misappropriating Reno County property.
- (i) Submitting false official documents or false statements.
- (j) Smoking in any smoking area not specifically authorized for vendor personnel.
- (k) Any other act which has caused or could cause Reno County embarrassment as determined by Reno County.
- (l) The opening of any envelopes or reading any material contained in publications marked "Confidential" which come into a guard's possession while on duty.
- (m) The unauthorized disclosure of confidential information that guard is made aware of as part of the job requirements.
- (n) Sexual Harassment and Workplace Harassment

Armed Security Guards are expected to conduct themselves in accordance with the rules, regulations, and the demeanor expected and required of persons performing services in the Courthouse.

Inappropriate conduct includes, but is not limited to:

- Theft in any form or any other illegal activity while on duty.
- Offensive, profane, or inappropriate language; loud, boisterous conduct; and horseplay.
- Opening of desks, files and cabinet drawers in the private offices of Courthouse personnel.
- Any form of gambling.
- The consumption of intoxicating beverages within eight hours before shift, while on duty, or at any time on Reno County property.
- The use of illegal drugs or controlled substances.
- Sleeping while on duty.
- Damaging or misappropriating Reno County property.
- Submitting false official documents or false statements.
- Smoking in any smoking area not specifically authorized for vendor personnel.
- Any other act which has caused or could cause Reno County embarrassment as determined by Reno County.
- The opening of any envelopes or reading any material contained in publications marked "Confidential" which come into a guard's possession while on duty.
- The unauthorized disclosure of confidential information that guard is made aware of as part of the job requirements.
- Sexual Harassment and Workplace Harassment

Contractor shall furnish Security Guards with:

Uniforms shall be of standard design and manufacture and of suitable quality and appearance. This includes seasonal uniforms.

Identification badges or metal security badges for each security officer.

A duty firearm for which the guard has been trained to carry and is proficient in its use.

One set of handcuffs

2.6 GENERAL NOTES

Contractor will limit the use of the Courthouse for work and operations only. Except when at the Courthouse on personal business, off-duty Security Guards are prohibited from loitering within the Courthouse. Telephones, computers, and other office equipment are for official use only.

Contractor's personnel on break or at lunch are authorized to eat only in designated break rooms.

3. Costing Sheet

\$ 20.67 per hour for Armed Security Guard

4. Contractual Provisions Attachment

4.1. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

4.2. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

4.3. Termination Due To Lack Of Funding Appropriation

If, in the judgment of the County Administrator, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, County may terminate this agreement at the end of its current fiscal year. County agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided County under the contract. County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by County, title to any such equipment shall revert to contractor at the end of the County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4.4. Disclaimer Of Liability

No provision of this contract will be given effect that attempts to require the County or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of Reno County is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

4.5. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the County

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting organization.

4.6. Acceptance Of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

4.7. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the County or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the County and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the County or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

4.8. Representative's Authority To Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

4.9. Responsibility For Taxes

The County and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

4.10. Insurance

The County and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

4.11. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

4.12. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

4.13. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Amendment 1



RENO COUNTY
Administration
206 West First Ave.
Hutchinson, KS 67501-5245
620-694-2929
Fax: 620-694-2928

June 23, 2016

Mr. Darrius Wright
VP Director Business Development
Vend-Tech Enterprise, LLC
250 N. Rock Rd. STE 360
Wichita, KS 67206-2243

Mr. Wright:

I want to follow up on our meeting from last week by informing you that we are requesting two amendments to the RFP for the Reno County Courthouse Security Entrance.

The first amendment is a result of the change in hours that the entrance will be open to the public. The RFP originally stated the hours would be from 7:00 am to 6:00 pm, Monday through Friday, except on designated holidays. We would like to amend the entrance hours to be from 7:00 am to 5:00 pm, Monday through Friday, except on designated holidays.

The second amendment is a change in the start date of the contract. Since the security entrance remodel project is running behind schedule, we are requesting to begin the contract on December 1, 2016.

If you have questions or concerns about these amendments, please contact me at your earliest convenience. Thank you for your consideration.

Sincerely,

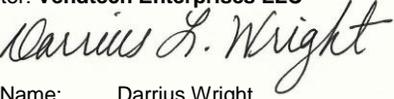
A handwritten signature in black ink, appearing to read "G. Meagher". The signature is written in a cursive style with a long horizontal stroke at the end.

Gary Meagher

In accordance with all contractual requirements set forth in these documents the two parties due enter into agreement on this _____ day of _____, 2016.

Contractor: **Vendtech Enterprises LLC**

Organization: **Reno County**

By: 

By:

Printed Name: Darius Wright

Printed Name:

Title: VP, Director of Business Development

Title:

I hereby certify that the competitive bid/procurement laws of Reno County have been followed.

Reno County

By: _____

Gary Meagher
County Administrator



AGENDA REQUEST

**AGENDA
ITEM #9**

Consider for approval a resolution reclassifying certain roads in the Reno County road system pursuant to K.S.A. 68-506 specifically known as Medora Road Mile 29; Frisco Avenue Mile 35 and 4th Avenue Mile 39 between Victory Road and Buhler Road.

PROPOSED AGENDA ITEM: between Victory Road and Buhler Road.

PRESENTED BY: David McComb

RECOMMENDED ACTION: Approval and Signatures

BACKGROUND/DISCUSSION DATE: Tuesday, July 26, 2016

PROPOSED AGENDA DATE: Tuesday, August 2, 2016

FINANCIAL CONSIDERATIONS:

Cost: n/a Funding Source: Is it budgeted? n/a

Fund/Dept.: n/a Effective Date: n/a

Revenue: n/a

Grant Amount: n/a Local Match: n/a

LEGAL CONSIDERATIONS: If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? Yes

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?
If Yes, please explain:** n/a

OTHER: n/a

OPTIONS/ALTERNATIVES: If not approved, are there other options alternatives available? n/a

RESOLUTION NO. 2016-_____

**A RESOLUTION RECLASSIFYING CERTAIN ROADS IN THE
RENO COUNTY ROAD SYSTEM PURSUANT TO K.S.A. 68-506**

WHEREAS, the realignment of K-61 Highway has changed the traffic patterns for Medora Road at Mile 29 and Frisco Avenue at Mile 35, so that said roads no longer function as a part of the rural secondary road system as County major or minor collector roads; and

WHEREAS, on August 9, 2006, in anticipation of the development of Cottonwood Hills Subdivision as originally platted, the Board of County Commissioners adopted County Resolution No. 2006-40 which, in part, designated 4th Avenue at Mile 39 (from Victory Road to Buhler Road) as a primary arterial highway (a County minor collector road) for the purpose of funding the acquisition of additional right of way and constructing improvements of the same; and

WHEREAS, said portion of 4th Avenue at Mile 39 was never improved as planned due to the failure of the developer of Cottonwood Hills Subdivision to provide required infrastructure improvements within the subdivision, and anticipated future development in the area will not create sufficient traffic requiring the designation of said portion of 4th Avenue as a primary arterial highway or a County minor collector road; and

WHEREAS, K.S.A. 68-506(b) allows the County Engineer and the Board of County Commissioners to shift road or highway mileage from one County road or highway classification to another by reason of changing traffic needs.

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

The following roads, to wit:

1. Medora Road – Mile 29:

Beginning at the Northwest right of way of Old K-61 Highway North along the East Line of Section 10, Township 22, Range 5 West of the 6th P.M., Reno County, Kansas; thence North along said line to the South right of way of K-61 Highway;

2. Frisco Avenue – Mile 35:

Beginning at the intersection of the Northwest right of way of Old K-61 Highway North and Frisco Avenue in the town site of Medora Junction; thence Northwesterly to the West line of Section 10, Township 22, Range 5 West of the 6th P.M., Reno County, Kansas;

3. 4th Avenue between Victory Road and Buhler Road – Mile 39:

Beginning at the East right of way of Buhler Road along the South line of Section 9, Township 23, Range 4 West of the 6th P.M., Reno County, Kansas; thence East along said line to the West right of way of Victory Road;

are hereby classified as "township or local service roads"; and maintenance of said roads shall become the responsibility of the townships in which the same are located from and after the effective date of this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date of its adoption.

ADOPTED in regular session this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF RENO COUNTY KANSAS

DAN DEMING, Chairman

JAMES SCHLICKAU, Member

BRAD DILLON, Member

ATTEST:

Reno County Clerk



AGENDA REQUEST

**AGENDA
ITEM #10a**

PROPOSED AGENDA ITEM: Juvenile Grant Budget Adjustments

PRESENTED BY: Randy Regehr

RECOMMENDED ACTION: Budget Adjustment Approval

BACKGROUND/DISCUSSION DATE: _____

PROPOSED AGENDA DATE: July 26, 2016

FINANCIAL CONSIDERATIONS:

Cost: _____ Funding Source: Is it budgeted? _____

Fund/Dept.: _____ Effective Date: _____

Revenue: _____

Grant Amount: _____ Local Match: _____

LEGAL CONSIDERATIONS: If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? _____

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?
If Yes, please explain:** _____

OTHER: **These are the end of the year budget adjustment requiring approval for the Kansas Department of Corrections.**

OPTIONS/ALTERNATIVES: If not approved, are there other options alternatives available? _____

**KANSAS DEPARTMENT OF CORRECTIONS-DIVISION OF JUVENILE SERVICES
FY 2016 QUARTERLY BUDGET ADJUSTMENT REPORT**

Agency: 27th JD
Period: 4th Quarter

*BUDGET ADJUSTMENTS				
Date Received	From Line # and Budget Category Title	To Line # and Budget Category Title	Amount	JIAS, JISP, CM, PREV, Carryover Reimb, or Unexpended Fund Award Worksheet?
	18 Fuel	56 Insurance	20.80	JISP
	18 Fuel	65 KCCA Dues	39.16	JISP
	18 Fuel	6 Admin Salary	383.74	JISP
	20 Vehicle Maintenance	6 Admin Salary	141.43	JISP
	21 Vehicle Insurance	6 Admin Salary	41.64	JISP
	26 Training Per Diem	6 Admin Salary	136.00	JISP
	27 Training Registration	6 Admin Salary	192.50	JISP
	34 Land Line	6 Admin Salary	32.10	JISP
	40 Misc. Equipment	6 Admin Salary	200.00	JISP
	46 Misc. Supplies	6 Admin Salary	135.91	JISP
	47 Postage	6 Admin Salary	18.66	JISP
	73 Drug Testing Supplies	6 Admin Salary	2,111.00	JISP
	74 Drug Testing Services	6 Admin Salary	47.50	JISP
	81 Academic Education Services	6 Admin Salary	25.23	JISP
	82 Vocational Educational Services	6 Admin Salary	20.60	JISP
			TOTAL: \$ 3,546.27	

IF BUDGET ADJUSTMENTS TOTAL \$5,000 OR ONE PERCENT OF THE CURRENT YEAR GRANT AWARD, WHICHEVER IS HIGHER, THE FOLLOWING SIGNATURES ARE REQUIRED:

I certify that any budget adjustment listed above, has been approved by the Corrections Advisory Board.

Kathleen Carter
Corrections Advisory Board Chair

7/12/16
Date

I certify that any budget adjustment listed above, has been approved by the County Commission.

County Commission Chair (Sponsoring County)

Date

Agency Comments: - *Explanation for adjustments is required
Personnel costs exceeded the budgetted amounts both in CASM and JISP. We were conservative in expending other budget lines due to the projected shortfall and are now transferring from the other budget lines to cover this shortfall. The Facility and Contractual categories in JISP were also overbudget by small amounts which will be resolved by transfers.

**KANSAS DEPARTMENT OF CORRECTIONS-DIVISION OF JUVENILE SERVICES
FY 2016 QUARTERLY BUDGET ADJUSTMENT REPORT**

Agency: 27th JD
Period: 4th Quarter

*BUDGET ADJUSTMENTS				
Date Received	From Line # and Budget Category Title	To Line # and Budget Category Title	Amount	JIAS, JISP, CM, PREV. Carryover Reimb. or Unexpended Fund Award Worksheet?
	83 Transportation Assistance	6 Admin Salaries	11.44	JISP
	18 Fuel	11 Non-Admin Salaries	1,874.20	CM
	20 Vehicle Maintenance	11 Non-Admin Salaries	306.46	CM
	26 Training Per Diem	11 Non-Admin Salaries	280.00	CM
	27 Training Registration	11 Non-Admin Salaries	48.50	CM
	34 Land Line	11 Non-Admin Salaries	106.96	CM
	40 Misc. Equipment	11 Non-Admin Salaries	200.00	CM
	46 Misc. Supplies	11 Non-Admin Salaries	335.47	CM
	48 Printing	11 Non-Admin Salaries	18.66	CM
	54 Rent	11 Non-Admin Salaries	496.56	CM
	54 Rent	6 Admin Salaries	144.34	CM
	62 Copier Maintenance	6 Admin Salaries	75.73	CM
	73 Drug Testing Supplies	6 Admin Salaries	250.00	CM
	74 Drug Testing Services	6 Admin Salaries	10.00	CM
	81 Academic Education Services	6 Admin Salaries	102.03	CM
TOTAL:			\$ 4,260.35	

IF BUDGET ADJUSTMENTS TOTAL \$5,000 OR ONE PERCENT OF THE CURRENT YEAR GRANT AWARD, WHICHEVER IS HIGHER, THE FOLLOWING SIGNATURES ARE REQUIRED:

I certify that any budget adjustment listed above, has been approved by the Corrections Advisory Board.

Kathleen Carter
Corrections Advisory Board Chair

7/12/16
Date

I certify that any budget adjustment listed above, has been approved by the County Commission.

County Commission Chair (Sponsoring County)

Date

Agency Comments:

*Explanation for adjustments is required

Personnel costs exceeded the budgetted amounts both in CASM and JISP. We were conservative in expending other budget lines due to the projected shortfall and are now transferring from the other budget lines to cover this shortfall. The Facility and Contractual categories in JISP were also overbudget by small amounts which will be resolved by transfers.



AGENDA REQUEST

**AGENDA
ITEM #10b**

PROPOSED AGENDA ITEM: Juvenile FY'17 Carryover Reimbursement Budget

PRESENTED BY: Randy Regehr

RECOMMENDED ACTION: Budget Approval

BACKGROUND/DISCUSSION DATE: _____

PROPOSED AGENDA DATE: July 26, 2016

FINANCIAL CONSIDERATIONS:

Cost: _____ Funding Source: Is it budgeted? _____

Fund/Dept.: _____ Effective Date: _____

Revenue: _____

Grant Amount: _____ Local Match: _____

LEGAL CONSIDERATIONS: If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? _____

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?
If Yes, please explain:** _____

**The Kansas Department of Corrections requires a budget for
carryover reimbursements and that the budget be approved by the
County Commission.**

OTHER:

OPTIONS/ALTERNATIVES: If not approved, are there other options alternatives available? _____



AGENDA REQUEST

**AGENDA
ITEM #10c**

PROPOSED AGENDA ITEM: Adult FY'17 Carryover Reimbursement Budget

PRESENTED BY: Randy Regehr

RECOMMENDED ACTION: Budget Approval

BACKGROUND/DISCUSSION DATE: _____

PROPOSED AGENDA DATE: July 26, 2016

FINANCIAL CONSIDERATIONS:

Cost: _____ Funding Source: Is it budgeted? _____

Fund/Dept.: _____ Effective Date: _____

Revenue: _____

Grant Amount: _____ Local Match: _____

LEGAL CONSIDERATIONS: If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? _____

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?
If Yes, please explain:** _____

**The Kansas Department of Corrections requires a budget for
carryover reimbursements and that the budget be approved by the
County Commission.**

OTHER:

OPTIONS/ALTERNATIVES: If not approved, are there other options alternatives available? _____

FY 2017
CARRYOVER REIMBURSEMENT BUDGET SUMMARY
Reno County Community Corrections

Please attach a Budget Narrative to this document

		Current Allocation
PERSONNEL SECTION		Cells auto fill-Verify amounts against Narrative
1A ADMIN PERSONNEL CATEGORY		
Salary		0.00
Benefits		0.00
1B AISP PERSONNEL CATEGORY		
Salary		40,892.80
Benefits		14,968.89
TOTAL PERSONNEL SECTION		55,861.69
AGENCY OPERATIONS SECTION		Cells auto fill-Verify amounts against Narrative
2A TRAVEL CATEGORY		2,500.00
2B TRAINING CATEGORY		2,500.00
2C COMMUNICATIONS CATEGORY		1,600.00
2D EQUIPMENT CATEGORY		2,500.00
2E SUPPLIES/COMMODITIES CATEGORY		2,500.00
2F FACILITY CATEGORY		2,600.00
2G CONTRACTUAL CATEGORY		600.00
TOTAL AGENCY OPERATIONS SECTION		14,800.00
CONTRACTS/CLIENT SERVICES SECTION		Cells auto fill-Verify amounts against Narrative
3A CONTRACTS/CLIENT SERVICES CATEGORY		
Drug Testing Supplies		4,000.00
Drug Testing Services		1,500.00
Substance Abuse Evaluations		2,000.00
Substance Abuse Treatment		0.00
Mental Health Evaluations		0.00
Mental Health Treatment		0.00
Sex Offender Evaluations		500.00
Sex Offender Treatment		500.00
Academic Education Services		500.00
Vocational Education Services		500.00
Transportation Assistance		1,500.00
Housing Assistance		3,500.00
Subsistence		1,000.00
Cognitive Skills		0.00
Client Incentives		0.00
Electronic Monitoring Services		0.00
Surveillance Services		0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
	0	0.00
TOTAL CONTRACTS/CLIENT SERVICES CATEGORY		15,500.00
TOTAL CONTRACTS/CLIENT SERVICES SECTION		15,500.00
TOTAL NON-RESIDENTIAL FY15 BUDGET SUMMARY		86,161.69



AGENDA REQUEST

**AGENDA
ITEM #10d**

PROPOSED AGENDA ITEM: Adult FY'17 Behavioral Health Revised Budget

PRESENTED BY: Randy Regehr

RECOMMENDED ACTION: Budget Approval

BACKGROUND/DISCUSSION DATE: _____

PROPOSED AGENDA DATE: July 26, 2016

FINANCIAL CONSIDERATIONS:

Cost: _____ Funding Source: Is it budgeted? _____

Fund/Dept.: _____ Effective Date: _____

Revenue: _____

Grant Amount: \$216,257.74 Local Match: \$0

LEGAL CONSIDERATIONS: If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? _____

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?
If Yes, please explain:** _____

The Kansas Department of Corrections did not fully fund our Behavioral Health Grant request so and amended budget was required and that the budget be approved by the County

OTHER: Commission.

OPTIONS/ALTERNATIVES: If not approved, are there other options alternatives available? _____

**FY2017
BEHAVIORAL HEALTH BUDGET SUMMARY
Reno County Community Corrections**

Please attach a Budget Narrative to this document

		Current Allocation
	PERSONNEL SECTION	Cells auto fill-Verify amounts against Narrative
1A	PERSONNEL CATEGORY	
	Salary	40,892.80
	Benefits	21,114.94
	TOTAL PERSONNEL SECTION	62,007.74
	AGENCY OPERATIONS SECTION	Cells auto fill-Verify amounts against Narrative
2A	TRAVEL CATEGORY	0.00
2B	TRAINING CATEGORY	650.00
2C	OFFICE SETUP CATEGORY	0.00
2D	GROUP SUPPLIES CATEGORY	600.00
	TOTAL AGENCY OPERATIONS SECTION	1,250.00
	CONTRACTS/CLIENT SERVICES SECTION	Cells auto fill-Verify amounts against Narrative
3A	MENTAL HEALTH CATEGORY	900.00
3B	SUBSTANCE ABUSE CATEGORY	1,575.00
3C	SEX OFFENDER CATEGORY	400.00
3D	CONTRACT PERSONNEL CATEGORY	147,500.00
3E	OTHER SERVICES CATEGORY	2,625.00
	TOTAL CONTRACTS/CLIENT SERVICES SECTION	153,000.00
	TOTAL BEHAVIORAL HEALTH BUDGET SUMMARY	216,257.74



AGENDA REQUEST

**AGENDA
ITEM #10e**

PROPOSED AGENDA ITEM: Adult Grant Budget Adjustments

PRESENTED BY: Randy Regehr

RECOMMENDED ACTION: Budget Adjustment Approval

BACKGROUND/DISCUSSION DATE: _____

PROPOSED AGENDA DATE: July 26, 2016

FINANCIAL CONSIDERATIONS:

Cost: _____ Funding Source: Is it budgeted? _____

Fund/Dept.: _____ Effective Date: _____

Revenue: _____

Grant Amount: _____ Local Match: _____

LEGAL CONSIDERATIONS: If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? _____

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?
If Yes, please explain:** _____

OTHER: These are the end of the year budget adjustment requiring approval for the Kansas Department of Corrections.

OPTIONS/ALTERNATIVES: If not approved, are there other options alternatives available? _____



AGENDA REQUEST

**AGENDA
ITEM #11**

PROPOSED AGENDA ITEM: Adult Year End Outcome Report

PRESENTED BY: Randy Regehr

RECOMMENDED ACTION: Report Approval

BACKGROUND/DISCUSSION DATE: _____

PROPOSED AGENDA DATE: July 26, 2016

FINANCIAL CONSIDERATIONS:

Cost: _____ Funding Source: Is it budgeted? _____

Fund/Dept.: _____ Effective Date: _____

Revenue: _____

Grant Amount: _____ Local Match: _____

LEGAL CONSIDERATIONS: If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? _____

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?
If Yes, please explain:** _____

**This report outlines the progress on FY'16 Comprehensive Plan
Grant goals and requires approval for the Kansas Department of
Corrections.**

OTHER:

OPTIONS/ALTERNATIVES: If not approved, are there other options alternatives available? _____

Kansas Department of Corrections

Community Corrections Services



Kansas Department of Corrections Community Corrections Comprehensive Plan Quarterly and Year End Outcome Report Format

Community Corrections Agency: Reno County Community Corrections

Fiscal Year 2016 Report Period

<input type="checkbox"/> 1 st Quarter	July 1 st - September 30 th
<input type="checkbox"/> 2 nd Quarter	October 1 st - December 31 st
<input type="checkbox"/> 3 rd Quarter	January 1 st - March 31 st
<input checked="" type="checkbox"/> Year End	July 1 st - June 30 th

Process Goals

Goal: Improve quality assurance measures.

Objective #1: Develop and implement a schedule for auditing Officers' contacts with offenders and data entry.

Target Date: 06/30/2016

Progress: A schedule was developed and initiated during the first quarter. This includes quarterly LSIR paper audits for each officer and LSIR inter-rater reliability. Quarterly paper file audits and monthly TOADS contacts are completed for each officer. This is in addition to running the Caseload Report, Current Status Report, LSIR Supervision Level Report, and Employment Status Report for officers each week.

Discussion / Current Activities: Most auditing is completed by the Director, but the ISO II's do the motivational interviewing and EPICS training and auditing. Officers are given either written feedback or through meeting one on one with a supervisor.

Challenges: Developing the schedule wasn't as difficult as actually being able to keep up with the auditing. The two major barriers have been staff turnover and an increasing ADP. The ADP has increased by 24% over the past year. The agency also had a new officer start in June 2015 only to have her leave in January 2016. With these two issues staff have been very busy and supervisors are having to spend less time on auditing and more time focused on clients and training new staff.

Modifications: None

Outcome Goals

Goal: Reduce revocations to prison.

Objective #1: To have 75% of case terminations end successfully.

Target Date: 06/30/2016

Progress: In FY'16 there were 172 offenders who successfully completed supervision and 40 offenders were revoked to prison. This gives the agency an 81% success rate.

Target	1 st Quarter	2 nd Quarter	3 rd Quarter	Year End
75%	82%	82%	86%	81%

Discussion / Current Activities: Fewer than two thirds the number of offenders were revoked to prison than in FY'15, a reduction of 22 offenders going to prison. This results in a significant savings to the State.

Challenges: The increased average daily population and staff turnover have made it more difficult for officers to spend the time needed to assist offenders. As newer staff become trained and more skilled in delivering services long term offender success should continue.

Modifications: None

Objective #2: To have 60 offenders successfully complete in-house cognitive behavioral groups using the Thinking for Change or Substance Abuse program curriculum.

Target Date: 06/30/2016

Progress: During the fourth quarter 2 women and 2 men completed the Substance Abuse Program group. An additional 14 offenders have graduated from the Cognitive Behavioral Interventions, CBI, class.

Target	1 st Quarter	2 nd Quarter	3 rd Quarter	Year End
60	1	1	8	14

Discussion / Current Activities: All new offenders being assigned to Community Corrections are now being referred to the CBI class at intake. If the supervising officer or group facilitator don't

feel the person is appropriate they can be referred to other resources. Likewise offenders can be transitioned into SAP or T4C as needed once they complete the CBI class.

Challenges: These are high risk high needs offenders so they struggle to complete programs successfully.

Modifications:

Objective #3: To serve 50 offenders through the employment group.

Target Date: 06/30/2016

Progress: The employment group has been discontinued.

Target	1 st Quarter	2 nd Quarter	3 rd Quarter	Year End
50	22	5	0	0

Discussion / Current Activities: The employment group was discontinued to focus on groups using the SAP, CBI, and T4C curriculums. Clients are currently being referred to the Workforce Development Center for employment assistance.

Challenges:

Modifications: The employment club was discontinued early in the second quarter. The program provider and State Parole's Workforce Development Specialist determined clients should be referred to the local Workforce Development Center instead. The Workforce Center has been working very well with our client population and it was determined they could provide much more comprehensive services to meet clients' needs than Community Corrections and State Parole could provide.