



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

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TO: ALL INTERESTED PARTIES  
FROM: BOARD OF COMMISSIONERS  
RE: NOTICE OF MEETINGS  
DATE October 21, 2016

The Reno County Board of Commissioners will meet as regularly scheduled at 9:00 a.m. on Tuesday, October 25, 2016, in Commission Chambers to hold their Agenda Session.

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**AGENDA SESSION**  
**RENO COUNTY COMMISSION**  
**COMMISSION CHAMBERS OF COURTHOUSE**  
**Tuesday, October 25, 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 \_\_\_\_\_.

6. Consider for approval a recommendation by Treasurer Jan Hull to enter into an agreement with Mail Services, LLC, Des Moines, IA, to provide a unit price for services to mail the 2016 tax statements. AI

Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_Second\_\_\_\_\_

Dillon \_\_\_\_\_Schlickau \_\_\_\_\_Deming\_\_\_\_\_

7. Consider for approval a letter verifying the dollar amount of funds available in the 2017 Reno County Public Transportation budgets as local match for the Kansas Department of Transportation grant application. AI

Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_Second\_\_\_\_\_

Dillon \_\_\_\_\_Schlickau \_\_\_\_\_Deming\_\_\_\_\_

8. Consider for approval a letter authorizing Barbara Lilyhorn, Director of Reno County Public Transportation Department, as signatory for documentation/certifications with the Kansas Department of Transportation. AI

Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_Second\_\_\_\_\_

Dillon \_\_\_\_\_Schlickau \_\_\_\_\_Deming\_\_\_\_\_

9. Discussion of items added to the agenda
10. Department update from Brad Wright, County Appraiser
11. Department update from Aging/Public Transportation Director Barbara Lilyhorn
12. 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.*

# Print-to-Mail and Electronic Document Services Agreement

10/12/2016

AGENDA

ITEM #7

Mail Services, LLC, hereinafter designated "COMPANY", and Reno County Kansas hereinafter designated "CLIENT", agree that the following terms and conditions contained in this Print-to-Mail and Electronic Document Services Agreement ("Agreement") shall govern the working relationship between COMPANY and CLIENT relating to various print-to-mail and electronic document services provided by COMPANY to CLIENT.

Services provided by COMPANY to CLIENT shall include, but are not limited to, the laser printing and mailing of documents and other printed or electronically presented communication as may be added in the future. This Agreement may not be modified or amended in any manner except by a written agreement signed by both parties hereto. If the CLIENT issues a purchase order or memorandum or other instrument covering the services provided for herein, such purchase order, memorandum or instrument shall be for the CLIENT's internal purposes only and none of the terms or conditions contained therein shall vary or add to the terms and conditions of the Agreement.

## 1. Statements – duplex print, custom paper..... \$0.575\_ per envelope mailed

Pricing for this agreement is based on the CLIENT's estimated volume as provided.

Based on approximately 31,000 mailed pieces per year

### Statement Base Processing Includes the following:

#### Materials

- Pre-printed 8.5"x14" custom statement stock
- Outer envelope: #10 Dual Window, Security tint.
- Reply envelope: #9 Single blue with preprint.

#### Processing

- Data preprocessing
- CASS Certified Address Cleansing
- Change of Address Mail Forwarding

#### Production

- Laser imaging
- Mail production including fold, insert, seal, meter, presort, mail
- 1<sup>st</sup> Class, 1 oz. postage

Letter Sized Envelopes in excess of one ounce, or foreign addresses, will incur additional postage in accordance with current U.S. Postal Service regulations and rates.

#### Digital/Electronic Documents

- Digital On-line Document Presentment - preview and edit prior to printing
- Digital Web Archive/Retrieval - Thirty days on-line document access following printing
- Production Reports via Email
  - Move/Update Report if applicable
  - Bad Address Report
  - Submission Verification Report
  - Account Detail Report

## 2. Additional Items

- a. Additional Statement Pages

Simplex Laser Printing – stock paper.....	\$__ / printed page
Duplex Laser Printing – stock paper.....	\$__ / printed page
Simplex Laser Printing – custom statement paper.....	\$__ / printed page
Duplex Laser Printing – custom statement paper.....	\$0.14_____ / printed page

Price includes paper, laser printing, folding, and insert into #10 envelope.

- b. Upcharge for processing flat mail or parcels ..... **\$.70 per envelope or parcel mailed**  
Postage for flat mail or Parcels will be passed through in accordance with the current USPS rates.
- c. Special Inserts–Supplied by CLIENT (pre-folded) ..... **\$.005 per insert**
- d. Special Inserts–Supplied by CLIENT (unfolded)..... **\$.010 per insert**

This refers to those instances where you supply us with a piece to be inserted into the envelope along with statement pages. This may be a “flier”, notice, 1/3 sheet (“buck slip”), newsletter, folded marketing piece, etc.

Note that the insert must conform to specifications existent at the time of the request for service and must be made available for COMPANY review at least three full business days prior to inclusion in a mailing.

- e. Special Inserts – COMPANY created, simplex laser printed ..... **See “Additional Statement Pages”**
- f. Special Inserts – COMPANY created, duplex laser printed ..... **See “Additional Statement Pages”**

We create, compose, and print the piece to be inserted into the envelope. Again, this may be a “flier”, formal notice, 1/3 sheet ad (“buckslip”), newsletter, folded marketing piece, etc. This includes the cost of the paper unless non-stock paper is required in which additional costs may apply.

Note that we must receive all necessary insert specifications and artwork at least three full business days prior to inclusion in a mailing.

- g. Cycle/Processing fees assessed per mailing..... **12.50 per cycle**
- h. CASS Certified Address Correction ..... **No Charge**
- i. NCOALink Move Update Mail List Correction..... **No Charge**
- j. NCOALink Move Update Notification per verified move ..... **\$.25 per verified move**  
Includes Move/Update Report.
- k. Production Reporting via Internet..... **No Charge**  
Move/Update Report if applicable  
Bad Address Report  
Submission Verification Report  
Account Detail Report

Custom reporting or special requests that fall outside of our standard reports as defined above may be subject to additional charges.

**I. Setup/Initial Programming, Ongoing Changes**

Initial Programming ..... **No Charge (\*)**

We typically do not charge for initial programming on long term print-to-mail contracts. If the Setup/Initial Programming fall within the base parameters as defined in section (l) below. However, if such initial programming requirements are especially complex or extensive in nature, programming fees may be assessed at the then current hourly rate. No work will be performed without full knowledge of and approval from CLIENT.

\*Base parameters for "No Charge" initial programming:

- Single Production File submission
- Data File with record layout provided
- Data Placement only. Field calculations and/or conditional programming may result in additional charges
- Custom reporting may result in additional charges

If the initial programming falls outside of the base parameters, COMPANY will provide written estimate for implementation. Implementation time-frame will be provided prior to work commencing and can only be defined after review of project scope requirements, specifications and data files.

Initial project scope document must be created by CLIENT that defines file format, output samples and all specifications of the job. If CLIENT makes changes to initial scope document, once programming has started, additional charges may result in accordance with the current hourly rate.

Ongoing Programming Changes (current hourly rate)..... **\$125 per hour**

Requested programming changes following completion of the Setup/Initial Programming will be assessed on a per request basis and charged at the then current hourly rate. No work will be performed without full knowledge of and approval from CLIENT.

**m. Postage Deposit:**

CLIENT will be assessed a postage deposit equal to an estimated one month's postage of which is due prior to the first production cycle. The client will be billed actual postage used for each production cycle, thereafter. Upon termination of service, providing all invoices have been paid in full, COMPANY will return the initial postage deposit to the client. Postage deposits will be reviewed quarterly and may be adjusted based on customers volumes.

**n. Digital Online Document Presentment and Archive - Staff Access to Digital Documents**

Digital Online Document Presentment -Web View/Edit (Code1820) **No Charge**

Enables CLIENT staff to preview, then release jobs for printing. This is especially helpful during the initial programming phase as well as reviewing ongoing changes performed after the fact. This function is not functional with PDF file submissions.

Digital Web Archive/Retrieval (Code 1810)

- Initial 30 days access..... **No Charge**
- Additional 30 days online access (\$50 minimum charge). **\$.015 per statement/document**
- CD archive monthly ..... **\$100.00/CD**

Enables staff to access documents online following each mailing. Provides online search, review, re-print, and PDF generation on an on-demand basis.

**3. Turnaround**

Turnaround will, under usual circumstances, not exceed three business days for data received by 10am CST.

Exceptions to this turnaround include individual CLIENT mail pieces that contain undeliverable, unreadable, or otherwise rejected addresses. These pieces may be re-dated, held over, and subsequently mailed the following business day.

All parties understand and agree that acts of God, or other problems beyond COMPANY's direct control may adversely affect this time-frame.

#### **4. Holidays and Weekends**

COMPANY currently has the following six official holidays and its offices will not be open for business: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Weekend availability can be arranged on an as needed basis and may result in additional billable charges if at the special request of Client. Any additional charges must be mutually agreed in advance of such weekend work. Weekend work is not guaranteed and will be available based on capacity available.

#### **5. Duration and Termination**

If, prior to the first mailing, COMPANY is unable to produce an initial proof as defined by the scope document, satisfactory to CLIENT, this Agreement may be terminated by either party.

This agreement shall remain in effect for a term of one year from the date hereof and shall be renewable upon written notice from the CLIENT.

Upon termination of this agreement, CLIENT agrees to reimburse COMPANY for any unused materials purchased for CLIENT, on CLIENT's behalf, by COMPANY.

Early termination by CLIENT of this agreement within the initial term or renewal term is not allowed unless mutually agreed by both parties and will be subject to an early termination penalty equal to 50% of the average monthly service fees for the previous 3 months for the duration of the term or renewal term except as provided in section 16.

## **6. Pricing Stability**

Pricing as stated herein is subject to change in accordance with the U.S. Postal Service.

COMPANY reserves the option to review the non-postage costs (paper, envelopes, etc.) utilized in the fulfillment of this Agreement and adjust prices accordingly. Such adjustments, if any, shall occur no more frequently than once during any one year period.

## **7. Charges**

For the services to be provided hereunder, the CLIENT agrees to pay COMPANY those fees and charges set forth in this Agreement. COMPANY will bill for services on a weekly basis. All amounts owed by the CLIENT shall be due and payable within Thirty (30) days from the date of invoice. The CLIENT shall be responsible for the payment of all sales, use or other like taxes, if applicable. COMPANY reserves the options to suspend all processing if CLIENT account is past due and fails to be paid within terms. Notwithstanding anything in the agreement to the contrary, Kansas Cash-Basis Law, K.S.A. 10-1016b et seq shall apply to this agreement

## **8. Limitation of Liability for Services Performed**

COMPANY's sole liability hereunder is limited to COMPANY's re-performance of services rendered. COMPANY's liability, if any, for any loss, damage, or injury, regardless of the nature thereof, including but not limited to liability arising out of contract, negligence, warranty, or strict liability in tort, shall not exceed and shall be limited to the payments made hereunder for the individual performance of the particular service which gave rise to the claim.

COMPANY will not be responsible for any claims by CLIENT relating to the quality of services that are not received by COMPANY within thirty (30) days of the rendition of the Services. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST PROFITS, OR LOST GOODWILL, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## **9. Indemnification**

COMPANY shall be defended, indemnified and held harmless by CLIENT against any and all claims, losses, damages, expenses or judgments for any claimed acts of alleged libel, copyright infringement, plagiarism, invasion of privacy or civil rights, or for any other claim which results from the subject matter to be printed according to this Agreement as relates to the tax statements mailed in the 2016 tax year. COMPANY shall indemnify, hold harmless and defend CLIENT from any similar claims which arise out of unauthorized deletions, changes, and additions made by COMPANY to CLIENT's forms.

## **10. Choice of Law**

Interpretation and enforcement of this Agreement are governed by the laws of the State of Kansas.

## **11. Notice**

All notices, requests, demands or other communications required to be given pursuant to the Agreement shall be in writing and shall be deemed to have been given, if sent by U.S. mail, registered or certified mail, return receipt requested, postage prepaid, addressed to the parties at their place of business or to such other addresses as the parties direct in writing.

## **12. Severability**

In the event that a court of competent jurisdiction determines that any portion of this Agreement is unenforceable, said unenforceability shall not affect any other provision of this Agreement.

### **13. Attorney's Fees**

The parties agree that in the event any dispute arises in any way related to or arising out of this Agreement, the prevailing party in any arbitration or court proceedings will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

### **14. No Third Party Beneficiary**

The parties agree to look solely to each other with respect to the performance of this Agreement. This Agreement and each and every provision hereof are for the exclusive benefit of the CLIENT AND COMPANY and not for the benefit of any third party, and no third party shall be entitled to rely upon or enforce the terms of this Agreement, or to be a third party beneficiary thereof, except to the extent expressly provided in this Agreement.

### **15. Joint Venture**

Nothing in this Agreement shall be deemed or construed by any third party as creating a relationship of principal and agent, joint venture, or partnership between the parties hereto, and neither shall so hold itself out to the public.

### **16. Termination of Agreement for Breach**

Either party may terminate this Agreement upon at least thirty (30) days' written notice to the other party should the other party commit a material breach of its obligations or be in default under any of the provisions of this Agreement if: (a) the party in breach has failed to cure the breach or default within the same thirty (30)-day notice period; (b) if such breach or default cannot be cured within the thirty (30)-day period, the party in breach has not taken reasonable steps to cure the breach or default. If the breach or default can not be cured within the thirty (30)-day period, the party in breach shall notify the non-breaching party of the steps taken toward curing such default or breach and the plans to totally cure such default or breach as soon as reasonably possible. If the party in breach fails to provide such notice, the non-breaching party shall be free to terminate with immediate effect by notice to the party in breach.

### **17. Confidentiality**

Each Party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other Party, including, but not limited to, client lists, technical processes and formulas, product designs, sales, cost and other unpublished financial information, product and business plans, projections, marketing data, and confidential customer financial information ("**Confidential Information**"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than those who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Notwithstanding anything in the agreement to the contrary, the Kansas Open Records Act, K.S.A. 45-221 et seq shall apply to this agreement.

**18. Entire Agreement**

This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and proposals, oral or written. The parties expressly acknowledge that they have not relied on any prior or contemporaneous oral or written representations or statements by the other party in connection with the subject matter of this Agreement except as expressly set forth herein. This Agreement may be amended or modified only by a subsequent agreement in writing signed by each of the parties and may not be modified by course of conduct.

**For COMPANY**

**For CLIENT**

\_\_\_\_\_  
By (Sign)

\_\_\_\_\_  
By (Sign)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Mail Services, LLC  
4100 121<sup>st</sup> Street  
Des Moines, Iowa 50323

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**AGENDA REQUEST**

**AGENDA  
ITEM #7**

Sign a letter verifying the dollar amount of funds available in the 2017 Reno County Public Transportation budget as local match for the Kansas Department of Transportation grant application.

**PROPOSED AGENDA ITEM:** \_\_\_\_\_

**PRESENTED BY:** Barbara Lilyhorn

**RECOMMENDED ACTION:** Approve

**BACKGROUND/DISCUSSION DATE:** October 25

**PROPOSED AGENDA DATE:** October 25

**FINANCIAL CONSIDERATIONS:**

Cost: na Funding Source: Is it budgeted? na

Fund/Dept.: na Effective Date: na

Revenue: na

Grant Amount: na Local Match: na

**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: No**

**OTHER:** \_\_\_\_\_

**OPTIONS/ALTERNATIVES:** If not approved, are there other options alternatives available? \_\_\_\_\_



RENO COUNTY COMMISSION  
206 West First Avenue  
Hutchinson, Kansas 67501  
620-694-2929

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Kansas Department of Transportation  
Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3754

October 25, 2016

To Whom It May Concern:

The Board of Reno County Commissioners has allocated \$134,900.00 from the dedicated mill levy for elderly services, \$364,650.00 from the County General Fund and \$145,000 from the County Employees Benefit Fund to use as local match for the capital, administration and operating assistance budgets for the Kansas Department of Transportation application for Financial Assistance Public Transportation Programs SFY 2018. These funds will be available to the 2017 Reno County Department of Aging and Public Transportation budget on and after January 1, 2017.

Sincerely,

Dan Deming, Chairman  
Reno County Board of Commissioners



**AGENDA REQUEST**

**AGENDA  
ITEM #8**

Sign a letter authorizing Barbara Lilyhorn, Director of Reno County Public Transportation Department as signatory for documentation/certifications with the

**PROPOSED AGENDA ITEM:** Kansas Department of Transportation

**PRESENTED BY:** Barbara Lilyhorn

**RECOMMENDED ACTION:** Approve

**BACKGROUND/DISCUSSION DATE:** October 25

**PROPOSED AGENDA DATE:** October 25

**FINANCIAL CONSIDERATIONS:**

Cost: na Funding Source: Is it budgeted? na

Fund/Dept.: na Effective Date: na

Revenue: na

Grant Amount: na Local Match: na

**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:** No

**OTHER:**       

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



RENO COUNTY COMMISSION  
206 West First Avenue  
Hutchinson, Kansas 67501  
620-694-2929

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Kansas Department of Transportation  
Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3754

October 25, 2016

To Whom It May Concern:

The Reno County Board of Commissioners has authorized Barbara Lilyhorn, Director of the Reno County Public Transportation Department as signatory for documentations/certifications with the Kansas Department of Transportation.

Sincerely

Dan Deming, Chairperson  
Reno County Board of Commissioners

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Dan Deming  
District 1

James D. Schlickau  
District 2

Brad D. Dillon  
District 3