



RENO COUNTY
206 West First Avenue
Hutchinson, Kansas 67501-5245
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TO: ALL INTERESTED PARTIES
FROM: BOARD OF COMMISSIONERS
RE: NOTICE OF MEETINGS
DATE October 28, 2016

The Reno County Board of Commissioners will meet as regularly scheduled at 9:00 a.m. on Tuesday, November 1, 2016, in Commission Chambers to hold their Agenda Session.

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AGENDA SESSION
RENO COUNTY COMMISSION
COMMISSION CHAMBERS OF COURTHOUSE
Tuesday, November 1, 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 _____.
 - b. Letter of Support for the Disability Supports of the Great Plains to receive a grant for the acquisition of an accessible van.

Motion for consent agenda items: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

6. Consider for approval a recommendation by Sheriff Henderson and Sgt. Selby to purchase an x-ray system and walk through scanners from U.S. Testing Equipment, LTD., Vancouver WA, for \$44,650.00. AI

Motion for action: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

7. EMS 2nd Quarter Report by EMS Chief, Terry David. DI
8. Extension Office Quarterly Report by Jan Steen
9. Consider for approval a request from Fire District No. 4 to declare a 1984 Ford Brush Truck and a 1990 Chevrolet Brush Truck as surplus property to be sold on PurpleWave Auction. AI

Motion for action: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

10. Consider for approval a request from Fire District No. 8 to spend \$13,250 for the purchase of 10 new SCBA bottles from Municipal Emergency Services, Fremont, NE. AI

Motion for action: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

11. Consider for approval a request from Fire District No. 9 to spend \$26,500 for the purchase of 20 new SCBA bottles from Municipal Emergency Services, Fremont, NE AI

Motion for action: Approval _____ Disapproval _____

Motion _____ Second _____

Dillon _____ Schlickau _____ Deming _____

12. Consider Supplemental No. 1 to Agreement No. 332-16 between the Kansas Department of Transportation and Reno County, Kansas for Reno County to receive compensation from KDOT for the use of Segro Road as a six mile detour route. DI

13. Discussion of items added to the agenda

14. 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.

AGENDA

ITEM #5b

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



November 1, 2016

To Whom It May Concern:

I understand that Disability Supports of Hutchinson is seeking a new van from the Kansas Department of Transportation to assist in serving client transportation needs in Reno County.

The van will transport mentally and physically disabled residents to a variety of Disability Supports worksites, social programs, community activities, medical appointments, shopping and entertainment opportunities. Our county bus system, R-CAT, is helpful to some clients but does not operate on holidays, Sundays and during hours after 7 p.m. In addition, a client's severity of disability may prevent them from riding on R-CAT vans or busses.

Because of transportation furnished by Disability Supports, their clients are able to be much more independent and enjoy the opportunity of inclusion in activities and events that otherwise would not be possible. The van is being sought to assure that needed transportation remains available.

Since the county is only able to assist in limited ways, we urge K-DOT's approval of the requested van.

The Reno County Commission gave unanimous approval to this support at their regular meeting on November 1, 2016. Disability Supports is a highly respected, highly recognized service organization in Hutchinson that has an excellent record of community service to its residents.

Dan Deming, Chairman
Reno County Commission



AGENDA REQUEST

Approval to purchase Courthouse Security X-ray system and walk through scanners.

PROPOSED AGENDA ITEM: _____

PRESENTED BY: Sheriff Randy Henderson, Sgt. Troy Selby

RECOMMENDED ACTION: Approval

BACKGROUND/DISCUSSION DATE: 10/11/2016

PROPOSED AGENDA DATE: 10/11/2016

FINANCIAL CONSIDERATIONS:

Cost: \$44,650.00 Funding Source: Is it budgeted? Project Fund
Fund/Dept.: Project Fund Effective Date: _____
Revenue: None
Grant Amount: None 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? No

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? No



7201NE 18th Street, Suite A, Vancouver, WA 98661

Quote
Quote 620XR

(360)735-7685 Office / (360)735-7686 FAX

Sales Representative:

Jason Allen

Company:	Reno County Sheriffs Office	Quote #	03.02.16-001 Rev 4
Contact / Phone No:	Troy Selby	Date:	10/21/2016
Address:	206 W. First Ave	RE:	X-Ray Purchase
City, State, Zip Code:	Hutchinson, KS 67501	Email:	troy.selby@renolec.com

Part No.	Description	Qty	Sale Price	Amount
620XRW140	620XR X-ray system, 140kV, 115/230V	1	\$23,850.00	\$23,850.00
21101502	Voltage Kit, Type B, 155V North America / Japan, 3-Pin (Standard) - INCLUDED	1	\$0.00	\$0.00
1310992	Monitor, 19" Widescreen LCD Flat Panel, Color - INCLUDED	1	\$0.00	\$0.00
23100946	Remote Console, Foldable, Single Monitor - Optional Controls can be at the unit shown as an option.	1	\$0.00	\$0.00
21101456	4.0M Umbilical Cable - Optional	1	\$0.00	\$0.00
SW930193	Target	1	\$1,500.00	\$0.00
SW930195	Automatic Image Archiving	1	\$1,200.00	\$0.00
SW930194	Density Threshold Alert (DTA)	1	\$1,200.00	\$0.00
SW930240	Operator Training Program (OTP)	1	\$300.00	\$0.00
2313956	Footmat Kit (includes one footmat and FDA label) - INCLUDED	1	\$0.00	\$0.00
SW930163	TIP - Threat Image Projection	1	\$2,200.00	\$2,200.00
SW930289-1	Single/Dual View TIP Library - Generic Small Tunnel (1,000 Images)	1	\$550.00	\$550.00
2310158	0.5m Rollerbed w/pop-up roller and backstop-plastic rollers	1	\$810.00	\$810.00
23101587	1.0m Rollerbed w/pop-up roller and backstop-plastic rollers	1	\$980.00	\$980.00
Installation	Installation and Training at location (up to 4 hours during install)	1	\$2,400.00	\$2,400.00
Disposal 520	Disposal of 2 - 520 X-Ray Systems	1	\$1,610.00	\$1,610.00
Shipping	Freight to location	1	\$2,750.00	\$2,750.00
Warranty-2	24 months of Warranty - typically this is only 12 months but an additional year is being included at no cost which is normally at a cost of \$4,050.00	2	\$0.00	\$0.00
METOR 6M-30	Standard Metor 6m WTMD, Including Electronics Unit MELS, Transmitter Panel MTXS, Receiver Panel MRXS, 30"/76cm wide Cross Piece MCSS, Control and Display Set MCDS (with keyboard), One Zone Display, Installation Kit, External Power Supply, and Installation and Operating Manual (in English)	2	\$4,750.00	\$9,500.00
3058291	US Power Cord - INCLUDED	2	\$0.00	\$0.00
8100774	Traffic Light Set MTL5 5169	2	\$0.00	\$0.00
23108484	2nd Zone display kit on RX Panel	2	\$0.00	\$0.00
20108470	Crosspiece Extension Set (extends the standard 30"/76cm crosspiece length to 32"/81cm)	2	\$0.00	\$0.00
	Quote Total			\$44,650.00

1. Price not including applicable SALES TAX, and will be included on final invoice.
2. Late fees may be applied to past due invoices.
3. Lease and Extended Warranty options are available upon request.
4. Purchase Orders to be written to: US Testing Equipment, LTD, 8100 NE St Johns Rd Ste A104, Vancouver, WA 98665
5. Subject to export control laws inclusive of but not limited to EAR & ITAR regulations.

*** This quotation supercedes all previous quotations and is valid for 30 days from date of issue, unless otherwise stated. ***

TERMS OF PAYMENT: Net 30 Days from delivery.

SHIP DATE: 4-6 weeks ARO. / ARO while supplies last.

TERMS OF DELIVERY: Available upon request.

RAPISCAN 620XR

Advanced single view checkpoint screening system with outstanding features and innovative options.

Proven Checkpoint Screening Performance

Meets Global Regulatory Requirements

Network Enabled

Performance and Value



The Rapiscan 620XR provides outstanding threat detection and a low total cost of ownership. The 620XR's innovative design allows for bi-directional operation, while ergonomic options such as its adjustable control panel stand make it easy to operate.

The Rapiscan 620XR holds the most and the largest number of global regularly approvals, by U.S. Transportation Security Administration (TSA), U.K. Department of Transport (DFT), French civil aviation authority (STAC), Civil Aviation Administration of China (CAAC) and Canadian Transport of Canada.

Tunnel Opening (width x height):
620 x 420 mm (24.4 x 16.5 in)

Standard Features

- Multi Energy Imaging (4 Color)
- View Previous/Next Bag
- Manual Image Archive
- Configurable Image Processing Keys
- Baggage Counter
- Date / Time Display
- Search Indicator
- UPS (Uninterrupted Power Supply)
- Flat Panel Monitor

Standard Image Processing Functions

- Crystal Clear™
- Black and White
- Organic / Inorganic Stripping
- Inverse Video
- High Penetration
- Pseudo Color
- Low Penetration
- Variable Edge Enhancement
- Variable Color Stripping
- Variable Gamma
- Variable Density
- Dynamic Continuous Zoom & Panning
- Fixed Zoom (64x)

Automatic Detection of Explosives

Target™ automatically detects a wide range of explosives in real time during the scanning process by visibly highlighting a potential threat on the X-ray image.

Automatic Detection of Narcotics

NARCSscan™ automatically detects a wide range of narcotics in real time during the scanning process by visibly highlighting a potential threat on the X-ray image.

Industry-Leading Operator Training

Rapiscan Systems offers three comprehensive operator training programs: On-system Operator Training Program (OTP); standalone Computer Based Training software (CBT); and live in-person training with expert trainers in a one-to-one or classroom setting. All Rapiscan CBT programs are in full compliance with U.S. Transportation Security Administration (TSA) and European Union (EU) Commission Regulation 185/2010 requirements.

Greatest Number of Operator-Assist Tools Enables Highest Throughput

With over 13 image processing tools and multiple automatic detection functions, the feature rich software helps the operator easily and accurately detect contraband for the highest throughput and least operator fatigue.

Regulatory Compliance

Rapiscan 620XR image quality performance is in compliance with regulation (EC) No. 300/2008. In addition, Rapiscan 620XR Threat Image Projection (TIP) is in compliance with regulation (EU) No. 185/2010.



www.rapiscansystems.com

Rapiscan[®]
systems
An OSI Systems Company

RAPISCAN 620XR

Physical Specifications

Dimensions: Length: 2,082 mm (82.0 in.)
 Width: 840 mm (33.1 in.)
 Height: 1,382 mm (54.4 in.)

Tunnel Size: 620 mm (W) x 420 mm (H) (24.4 x 16.5 in.)
 Conveyor Speed: 0.20 m/s (39.4 ft./min)
 Conveyor Load: 165 Kg (364 lbs)
 Conveyor Height: 803 mm (31.6 in.)
 Approx Weight: Net: 510 Kg (1,124 lbs)
 System Power: 115/230 VAC ±10%, 60/50Hz

Standard X-Ray Generator and Image Performance*

Steel Penetration: 28 mm guaranteed; 30 mm typical
 Wire Resolution: 38 AWG guaranteed; 40 AWG typical
 Material Separation: Low Z, Medium Z, High Z to 0.5 Z accuracy
 Generator Cooling: Sealed oil bath with forced air
 Anode Voltage: Operating at 140kV
 Tube Current: 0.7 mA
 Orientation: Vertically Upward

High Penetration X-Ray Generator Option and Image Performance*

Steel Penetration: 35 mm guaranteed; 40 mm typical
 Wire Resolution: 38 AWG guaranteed; 40 AWG typical
 Anode Voltage: Operating at 160kV
 Tube Current: 1.0 mA

Operating Environment

Storage Temperature: -20°C to 50°C
 Operating Temperature: 0°C to 40°C
 Relative Humidity: 5 to 95% non-condensing

Health & Safety

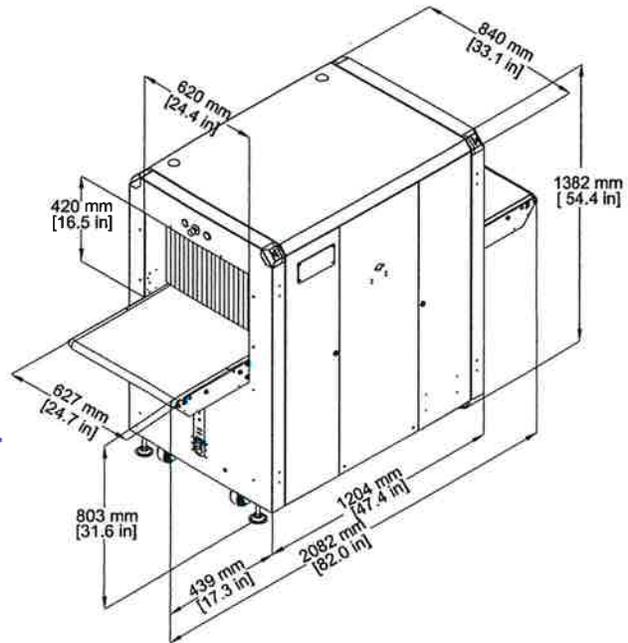
Rapiscan Systems' cabinet X-ray products comply with all applicable US FDA and equivalent international regulatory agency requirements, contained in the cabinet X-ray radiation safety performance standard [21 CFR 1020.40] and the general performance standard [21 CFR Part 1010]. Rapiscan Systems certifies each cabinet X-ray product has a maximum radiation emission leakage of less 1 µSv/hr (0.1 mR/hr) from all external surfaces of the cabinet X-ray system.

Options and Accessories

Target™ / Interactive Target™ (Automatic detection of solid explosives)	Computer Based Operator Training (CBT)
NARCSan™ (Automatic detection of narcotics)	Operator Training Program (OTP)
Density Threshold Alert (DTA)	Manual Scan
Threat Image Projection (TIP)	Operator Pedestal
Threat Image Projection Network (TIPNet)	Foot-mat
NETView™ (Remote network image archive review)	Optical Operator Presence Sensor
NEXLink™ (Advanced network X-ray management automation and link system)	SmartCard Login
Multi-System Alarm Resolution Network Display Station (NDS)	Power Conditioner
Automatic Image Archiving	Conveyor Accessories
Enhanced Image Archiving	Remote Workstation
	Adjustable Height Lift and Tilt Stand
	High Penetration X-ray Generator
	Universal Printer Support

*Stated performance as measured by Rapiscan Imaging Validation Test Kit.

With continual development of our products Rapiscan Systems reserves the right to amend specifications without notice. Product pictures are for general reference. Please note that due to US laws and regulations, not all Rapiscan products are available for sale in all countries without restriction. Please contact your Rapiscan Systems sales representative for more information.



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Rapiscan
 systems

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Rapiscan Systems is
 ISO 9001:2008 Certified

ONE COMPANY - TOTAL SECURITY

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METOR 6M

Enhanced security features integrated for inspection at checkpoints and access controlled entries.

Versatile Applications

Superior Immunity

Automated and Advanced Features for Enhanced Security



The Metor 6M is a multi-purpose multi-zone walk-through metal detector used primarily for weapons detection. Typical applications include passenger screening at airports and seaports, visitor screening at courthouses, federal buildings and prisons, access control in conferences, public buildings, sporting or other special events, stadiums and concerts, employee and visitor screening in power plants or factories, loss prevention in different industrial applications as well as screening in hotels, restaurants, casinos, and night clubs.



Independent Zones Provide for:

- Superior discrimination
- Reliable detection of threat items
- High traffic throughput
- Reliable location of threats

Enhanced Security

The latest features for advanced security are available on the Metor 6M. Calibration guard, power guard and ready-state violation all protect against unwanted tampering to the machine. Fully configurable user levels allow for unprecedented control over who can view and change settings on the Metor 6M.

Enhanced Features for Easier Usability

Automated sensitivity and floor sensitivity functions make the calibration process easy, eliminating the time consuming trial and error method.

Automated frequency function selects the optimum operating frequency for the installation environment or in case of side-by-side use of more than one unit.

Preset Detection Programs – The Metor 6M is delivered with multiple preset detection programs based on international standards, ready to use immediately.

Random Alarm Function

The Metor 6M has a random alarm function that enables security personnel to randomly choose individuals for an additional security check. With the new dual random alarm feature, people who cause a normal alarm are also subject to a random alarm.

Intelligent Traffic Counters for Reliable Statistics

Metor 6M is built with intelligent and virtually invisible traffic counters which are integrated inside the coil panels. Counters are bi-directional with a decrease mode. Alarms, passengers and alarm rates can all be counted.

Easy to Install and Operate

With its immunity to electromagnetic interference and vibration, the Metor 6M is easy to install in the most demanding environments. Several units can be placed in close proximity to one another, increasing the level of flexibility when planning an installation site.

Markets

- Critical Infrastructure
- Customs and Border Control
- Defense
- Law Enforcement
- Courthouses
- School Security

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systems

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METOR 6M

Conformity

Safety Standards The Metor 6M meets with the limits set by international standards for human safety. Safe for wearers of heart pacemakers, pregnant women and magnetic recording materials.

CE Compliant Conforms to the applicable international standards for electrical safety and EMC.

Other Standards EU Aviation Compliant

Specifications

Ambient Operating Temperature From -20° C to + 60° C (From -4° F to +140° F)

Humidity 0 to 95%, no condensation

Protection IP 55 (EN 60529)

Power Supply
Mains: 90-264V AC/50-60Hz
Battery: 12V DC
Consumption: 50W (AC), 40W (DC)
Fuse: T1A 5x20 mm
Power cord length: 2.5 m (8.2 ft).

Alarm Audible/visible alarm.
Alphanumeric display and Zone Display. Relay contact for remote alarm (SPDT)

Sensitivity 100 sensitivity steps in each program. Separate horizontal zones with independently adjustable sensitivity from 0-200%.

Calibration Automatic or manually set.

Interference Suppression Digital filtering by signal processor. Several operating frequencies to suppress local electrical noise.

Warranty Two (2) years, parts

Network Connections MetorNet Remote Security Monitoring System compatible (Ethernet)

Dimensions Interior: 760 mm (29.9") Width x Interior: 2050 mm (80.7") Height
Exterior: 900 mm (35.4") Width x 2240 mm (88.2") Height x 700 mm (27.6") Depth

Shipping Weight & Volume
Total: shipping weight: 75.5 kg (166.4 lbs)
shipping volume: .47 m³ (16.5 cu ft)
Net Weight: 59 kg (130 lbs)
Coils: shipping weight: 55.5 kg (122.4 lbs)
shipping volume: .35 m³ (12.37 cu ft)
Cross bars + electronics: shipping weight: 20 kg (44.1 lbs)
shipping volume: .12m³ (4.2 cu ft)

Options and Accessories

Battery Backup: Up to 8 hours of runtime when no power is available.

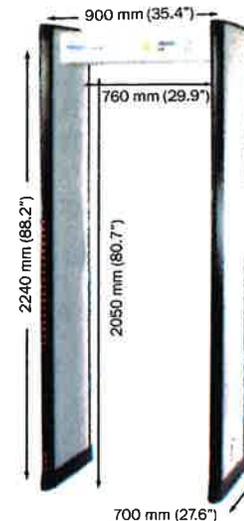
Remote Control Unit: A bi-directional remote control unit enables easy programming as well as copying of the parameters from one unit to other units. This control unit, unique only to the Metor brand of walk-through metal detectors, makes programming several detectors fast and easy. The operation of the control unit is secured with passwords and a code-hopping encryption algorithm to prevent unauthorized access.

ADA Compliant Crosspiece: 32 in. crosspieces are available to meet ADA compliance for wheelchair accessibility.

Test Pieces: To assist in calibration and testing.

MetorNet 3 Pro Web: A Remote Security Management System that collects the statistics on traffic flow and alarm data of up to 255 Metor walk-through metal detectors and generates easy-to-read reports.

Traffic Lights: to assist in the smooth flow of people through the machine.



With continual development of our products Rapiscan Systems reserves the right to amend specifications without notice. Product pictures are for general reference. Please note that due to US laws and regulations, not all Rapiscan products are available for sale in all countries without restriction. Please contact your Rapiscan Systems sales representative for more information.

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ONE COMPANY - TOTAL SECURITY

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Rapiscan Systems is
ISO 9001:2008 Certified

2016—Q3 (July, August, September)

AGENDA
ITEM #8

Agriculture & Natural Resources/Horticulture

Hosted three Pork Quality Assurance classes.

Processed wheat entries for the Kansas State Fair.

Received and provided advice for multiple soil samples (field and yard/garden).

Planning and early marketing for the Kansas Cattle Drive in February.

Worked with Buhler FFA on their Ag Day.

Master Gardeners continued to work with the demonstration garden at Hutchinson Community College, and with the Garden for Good program at the Hutchinson Correctional Facility. Master Gardener volunteers judged at the Reno County Fair, presented programs at the Farmer's Market, and held educational programs relating to music in the garden and Prairie Star flowers at the HCC demo garden.

Training for the new class of Master Gardeners began.

Held a pesticide safety presentation and horticulture team practices.

Answered questions relating to yards, insects, fertilizing, pruning, grasses, gardens, weed identification.

Assisted New Beginnings with creating landscape plans for a new housing project.

Held horticulture team practices.

4-H

Held Summer Fun Day and Summer Splash events.

Held the Reno County Fair in conjunction with the Reno County Fair Board. This year we had 268 exhibitors who entered 2816 exhibits.

Assisted with the Kansas State Fair.

Completed 2016-17 school enrichment catalog and online registration system.

Worked with Kansas E-Partners, The Quest Center, and Hutchinson Community College to plan a youth entrepreneurship competition.

Achievement Night planning. Achievement Night will be at Memorial Hall in Hutchinson on November 12, 2016 at 7:00 PM.

Community Development & Technology

Worked with Reno County Food Policy Council at the South Hutchinson Farmer's Market.

Hosted a grant writing workshop with 20 attendees from various organizations in the county.

Worked with area Tax Aide tax assistance coordinator to plan volunteer training sessions and technology updates.

Hosted citizenship class visit from South Hutchinson Elementary.

Worked with mobile grocery store to schedule a visit to Tulsa to view the store as a possible model for food access in certain areas of Reno County.

Compiled state results for Board Leadership Series evaluations.

Answered questions from individuals about laptops, smart phones, secure access to financial websites, wireless internet, Google calendars, email attachments, finding information online, and spreadsheets.

Family & Consumer Science

Saw multiple individuals for Medicare counseling.

Prepared for the start of Medicare Part D open enrollment with marketing, materials, and training.

Attended SHICK training and a Department of Aging board meeting.

Attended training for foods and nutrition, aging, and family finance programming in Manhattan.

Answered individuals' questions regarding insurance, water safety, cooking, insects.

All Departments—

Reno County Fair, State Fair in various areas, districting meetings and discussions, board meetings, yearly reports and evaluations, newsletter articles.

Upcoming Program Notes & Announcements:

Reno County Extension Council Annual Meeting is Thursday, November 3, 2016 at 6:30 PM. The location is the South Hutchinson Community Building.

4-H Achievement Night is Saturday November 12, 2016 at Memorial Hall starting at 7:00 PM.

Medicare Open Enrollment for Part D continues at our office, and in communities throughout Reno County.

- **Estimated Educational Client Contacts (Q3): 27,434**
- **Visit Us Online for More:** <http://reno.ksu.edu> & <http://www.facebook.com/renoksre>

Agents and Staff: *Darren Busick, Agriculture/Natural Resources Agent; Joan Krumme, 4-H/Youth Development Agent; Pam Paulsen, Horticulture Agent; Jennifer Schroeder, Family & Consumer Sciences Agent; Jan Steen; Community Development/Technology Agent & Director; Cindy Gehring, Office Professional; Donna Phillips, Office Professional/4-H Program Assistant.*



AGENDA REQUEST

**AGENDA
ITEM #12**

Consider Supplemental No. 1 to Agreement No. 332-16 between the Kansas Department of Transportation (KDOT) and Reno County, Kansas for Reno County to receive compensation from KDOT for use of Seago Road

PROPOSED AGENDA ITEM: as a 6 mile detour route.

PRESENTED BY: David McComb

RECOMMENDED ACTION: Approval and Signatures

BACKGROUND/DISCUSSION DATE: Tuesday, November 1, 2016

PROPOSED AGENDA DATE: Tuesday, November 8, 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?

This is Supplemental Agreement No. 1 to Agreement 332.16 dated August 15, 2016. The Supplemental Agreement reflects updated Federal Audit Language that was

If Yes, please explain: **erroneously left off the original agreement.**

OTHER: n/a

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

PROJECT NO. 61-78 KA-3105-01
BRIDGE REPLACEMENT
RENO COUNTY, KANSAS
DETOUR ROUTE AGREEMENT

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Agreement, made and entered into effective the date signed by the Secretary or designee, is by and between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **Reno County, Kansas** (“City”), collectively, the “Parties.”

RECITALS:

- A. The Parties entered into an Agreement dated August 15, 2016 for detouring traffic from K-61 onto County roads to construct Project No. 61-78 KA-3105-01, a Bridge Replacement Project (the “Original Agreement”).
- B. The Parties mutually desire to supplement the Original Agreement to reflect updated Federal Audit Language that was erroneously left off the Original Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. On page 2 of the Original Agreement, Article 2, is revised to add new paragraph 4, to read as follows:

4. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”) Further, the County agrees to the following provisions:

(a) **Audit.** It is the policy of the Secretary to make any final payments to the County for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. §200.500 *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 *et seq.*

(b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the County’s most recent Single or Program Specific Audit Report “(Audit Report)” available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The County, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the

reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The County agrees to refund payment made by the Secretary to the County for items subsequently found to be not eligible for reimbursement by audit.

(c) Agency Audit. If the County is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the County will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the County for items considered Non-Participating Costs, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

COPY

ATTEST:

RENO COUNTY, KANSAS

COUNTY CLERK (Date)

CHAIRPERSON

(SEAL)

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

By: _____
Catherine M. Patrick, P.E. (Date)
State Transportation Engineer

PROJECT NUMBER: 61-78 KA-3105-01
BRIDGE REPLACEMENT
RENO COUNTY, KANSAS
DETOUR ROUTE AGREEMENT

AGREEMENT

THIS AGREEMENT, entered into this 15 day of August, 2016, by and between the Secretary of Transportation of the State of Kansas, Kansas Department of Transportation (KDOT), (the "Secretary") and Reno County, Kansas, (the "County"), collectively referred to as the "Parties."

RECITALS:

- A. The Secretary will close a portion of State Highway No. K-61 to construct Project No. 61-78 KA-3105-01, a Bridge Replacement project, (the "Project").
- B. The Secretary desires to detour traffic from State Highway No. K-61 onto County roads or streets described here: six miles of Sego Road in Reno County (the "Detour Route").
- C. Use of the Detour Route, will require improvements to the road surface due to the increased vehicular traffic.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

SECRETARY RESPONSIBILITIES:

1. **Compensation.** The Secretary agrees to pay the County a monthly amount of \$16,976.17 for as long as the Project is active, not to exceed a total of twelve months, starting on the first of the month after the notice to proceed is issued for the Project. The total compensation will not exceed \$192,020.01.

ARTICLE II

COUNTY RESPONSIBILITIES:

1. **Consideration.** The County agrees to accept the compensation identified above in Article I as full payment and consideration for use of the Detour Route for the duration of the State Highway No. K-61 closure; and to allow the Secretary to detour State Highway No. K-61 traffic onto the Detour Route during prosecution of the Project.

2. **Road maintenance.** Through itself or a third party, the County will maintain the Detour Route. Nothing in this Agreement is intended to modify the County's existing and continuing obligations for its roadways.

3. **Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the County will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits,

judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the County, the County's employees, agents, or subcontractors. The County shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

ARTICLE III

GENERAL PROVISIONS:

1. **Term.** This Agreement shall be in full force and effective the date written above and shall continue until such time as the Project no longer restricts the flow of traffic on State Highway No. K-61. The expiration of this Agreement does not relieve the County of its rights and obligations to the Secretary existing at the time of expiration and any representations, warranties, covenants, and indemnities made by the County in this Agreement will survive the termination of this Agreement.

2. **Contractual Provisions.** The provisions found in the Contractual Provisions Attachment (Form DA-146a, Special Attachment No. 1, Rev. 06-12), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office.

4. **Claim Preclusion.** It is further agreed this Agreement precludes County claims for any other costs incurred on the County roads and streets, including the Detour Route.

5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction of the provisions herein.

6. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized officers on the date first above written.

RENO COUNTY, KANSAS

RECOMMENDED FOR APPROVAL:

David R. Inghel
City Engineer/Public Works Director/Supervisor

[Signature]
CHAIRPERSON

ATTEST:

Donna Patton
Reno County Clerk
(SEAL)

[Signature]
MEMBER
[Signature]
MEMBER

Kansas Department of Transportation
Secretary of Transportation

BY: [Signature]
Benny Tarverdi, P. E. (Date)
District Engineer, District 5

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 15 day of August, 2016.

- 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.
- 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.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State 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 State under the contract. State 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 State, title to any such equipment shall revert to contractor at the end of the State'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. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 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 contracting state agency or the Kansas Department of Administration.

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 State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 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.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas 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 State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 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.
- 9. Responsibility For Taxes:** The State of Kansas 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.
- 10. Insurance:** The State of Kansas 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.
- 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.
- 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."
- 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.

DTCO008

Kansas Department Of Transportation
Contract Info - 1 Non C

PAGE - 1

Run Date: 08 16 16
Run Time: 08:00 AM

Contract: 051613105 E Status: CONAP Proj Id: K061 078 KA 3105 - 01 \$ Critical: Y
Work Type: N NEGOT NEGOTIATED CONTRACT Length: 0.0 mi
Location: Bridge #043 (North Fork Ninnescah River) on K-61 in Reno County,
Dist: 05 Area: 02 Office: 12 HUTCHINSON-CONST Co:
Contractor: 07078 RENO COUNTY

Tied Contract:

Vendor Proj Id:

FPN: NHPP-A310(501)

Work Desc:

Orig Contract Amt \$: 192,020.01 Curr Contract Amt \$: 192,020.01

DBE Goal Amount \$: 0.00

Electronic Deposit: Y Oversight: NONE Downloaded: Master PCID:

Vend Let Date: 08 15 16 Actl Suspension: Work Complete To Date
Agreement Date: 08 15 16 Actl Work Resume: Pct: 0.00
Actl NTP Date: Calendar Comp: Date:
Actl Start Date: Work Comp: Pct \$ Expended: 0.00
Notice of Accept:
Final Payment:

Remarks:

Work Days Orig: 0 Work Days Current: 0 Work Days Charged: 0

C.O. Approval \$: 0.00 Encumbrance:
C.O. Pending \$: 0.00 Unexpended Funds \$: 0.00
Retainage \$: 0.00 Voucher Item Total \$: 0.00
Deductions \$: 0.00 Paid to Date Total \$: 0.00

DTC0102
Run Date: 08 16 16
Run Time: 08:00 AM

Kansas Department Of Transportation
Contract Line Item Maintenance

PAGE - 1

Contract: 051613105 E Status: CONAP Proj Id: K061 078 KA 3105 - 01 \$ Critical: Y
Cont Type: N Work Type: NEGOT NEGOTIATIONS

Dist: 05 Area: 02 Office: HUTCHINSON-CONST Co: 000 000 000 Wage Area:

Contractor: 07078 RENO COUNTY

Line Item Code
1 040150 DETOUR

Non Std	Curr	Cont	Qty	Unit Meas	Unit Price \$	Total Amount \$	Paid Qty	Paid Amt \$
			1.00	LSUM	192,020.0100	192,020.02	0.000	0.00

Section:

NON - PARTICIPATING INFORMATION				
Proj Id	Type	Quantity	Percent	Total Amount \$
	F	0.000	0	0.00
	S	0.000	0	0.00
	O	0.000	0	0.00

COPY