

At this time the Courthouse is open to the public. Anyone wishing to attend will need to call ahead at 913-684-0417 to reserve a seat as the meeting room has limited capacity. We are encouraging everyone to continue to view the meeting live via YouTube.

Leavenworth County
Board of County Commissioners

Regular Meeting Agenda
300 Walnut Street, Suite 225
Leavenworth, KS 66048
April 21, 2021
9:00 a.m.

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE
- III. ROLL CALL
- IV. PUBLIC COMMENT: Public Comment shall be limited to 15 minutes at the beginning of each meeting for agenda items **only** and limited to three minutes per person. Comments at the end of the meeting shall be open to any topic of general interest to the Board of County Commissioners and limited to five minutes per person. There should be no expectation of interaction by the Commission during this time.

Anyone wishing to make comments either on items on the agenda or not are encouraged to provide their comments in writing no later than 8:00 AM the Monday immediately preceding the meeting. These comments will be included in the agenda packet for everyone to access and review. This allows the Commission to have time to fully consider input and request follow up if needed prior to the meeting.
- V. ADMINISTRATIVE BUSINESS:
- VI. CONSENT AGENDA: The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

- a) Approval of the minutes of April 14, 2021
- b) Approval of the schedule for the week April 26, 2021
- c) Approval of the check register
- d) Approve and sign the OCB's

VII. FORMAL BOARD ACTION:

- a) Consider a motion to authorize the chairman to sign the master service agreement between Leavenworth County and NetStandard, Inc.
- b) Consider a motion to approve the Council on Aging to enter a contract with Terry Booker for 2022-2026 Nutrition Services and Catering.
- c) Consider a motion to approve the Council on Aging to enter a contract with Leavenworth Paper Supply for nutrition programs consumable supplies.

VIII. PRESENTATIONS AND DISCUSSION ITEMS: presentations are materials of general concern where no action or vote is requested or anticipated.

- a) CoreCivic presentation
- b) Executive session to discuss potential litigation

IX. ADDITIONAL PUBLIC COMMENT IF NEEDED

X. ADJOURNMENT

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, April 19, 2021

Tuesday, April 20, 2021

12:00 p.m. LCPA meeting via Zoom

Wednesday, April 21, 2021

9:00 a.m. Leavenworth County Commission meeting
• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, April 22, 2021

Friday, April 23, 2021

12:00 p.m. Leavenworth/Lansing Chamber of Commerce meeting via Zoom

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

*****April 14, 2021*****

The Board of County Commissioners met in a regular session on Wednesday, April 14, 2021. Commissioner Mike Smith, Commissioner Doug Smith, Commissioner Stieben, Commissioner Kaaz and Commissioner Culbertson are present; Also present: Mark Loughry, County Administrator; David Van Parys, Senior County Counselor;

Residents: Louis Klemp, John Matthews, John Roper

PUBLIC COMMENT:

There were no public comments.

ADMINISTRATIVE BUSINESS:

Commissioner Mike Smith acknowledged requests from the American Legion and Boy' State indicating there needs to be a better process in addressing these types of requests.

Mark Loughry suggested the creation of an application form that would require background information for organizations or programs requesting funding.

Commissioner Stieben requested information on the vaccines given through the Health Department.

Mr. Loughry indicated the Leavenworth County clinics will not be offering the Johnson & Johnson vaccines.

Commissioner Stieben asked about grandfathering zoning for Paradise Trailer Park and that the owners would like to transition to a RV park.

Mr. Loughry indicated they can remain a trailer park but currently there is no process in place to allow for a dual use in a zoning area.

Commissioner Stieben reported Senate Bill 23, the tornado bill, did not make it in the regular legislative session but will still try to get it through the veto session.

Commissioner Stieben requested the director of Emergency Management to give the Board an update for procedures for severe weather season.

Commissioner Doug Smith requested an update on properties that are illegally hooked up to Ginger Creek sewer district.

David Van Parys indicated notice was given to the property owners to disconnect and requested a plan for the installation of a septic system.

A motion was made by Commissioner Culbertson and seconded by Commissioner Kaaz to accept the consent agenda for Wednesday, April 14, 2021 as presented.

Motion passed, 5-0.

Mr. Van Parys presented a lease agreement between Leavenworth County and Signature Behavioral Hospital for space at the Cushing Building.

A motion was made by Commissioner Kaaz and seconded by Commissioner Culbertson to approve a lease agreement between Leavenworth County and Signature Behavioral Hospital Operations for space at the Cushing Memorial Hospital building.

Motion passed, 5-0.

Louis Klemp commented on a non-agenda item.

A motion was made by Commissioner Culbertson and seconded by Commissioner Doug Smith that this Board recess from open session and go into a closed executive session to discuss personnel matters of non-elected personnel as justified by K.S.A. 75-4319(b)(1) and to protect the privacy interests of the persons involved and that this Board resume open session in this meeting room at 10:05 a.m. Present in the executive session will be Commissioners Jeff Culbertson, Vicky Kaaz, Doug Smith, Mike Smith and Mike Stieben and County Administrator Mark Loughry.

Motion passed, 5-0.

The Board returned to regular session at 10:05 a.m. No action was taken and no decisions were made. The subject was limited to non-elected personnel.

Commissioner Mike Smith indicated he would like to invite the new incoming Garrison Commander of Fort Leavenworth to come to a meeting for an introduction.

Commissioner Kaaz participated via Zoom in the LCDC meeting last week and listened in on the Leavenworth City Commission meeting last night. She will also attend a JCAB meeting tomorrow along with Commissioner Doug Smith.

Commissioner Doug Smith recognized the people approved this morning to serve on the Council on Aging Advisory Boards and thanked them for giving their time to serve on these boards. He will attend the Basehor City Council meeting this evening clarifying it was not last week.

Commissioner Stieben attended the Linwood City Council meeting last week. He expressed appreciation to Commissioner Jeff Culbertson for stepping in to attend a meeting for him.

A motion was made by Commissioner Doug Smith and seconded by Commissioner Stieben to adjourn.

Motion passed, 5-0.

The Board adjourned at 10:11 a.m.

LEAVENWORTH COUNTY COMMISSIONERS MEETING SCHEDULE

Monday, April 26, 2021

Tuesday, April 27, 2021

8:00 a.m. Workforce Partnership meeting via Zoom

12:00 p.m. MARC meeting via GoToMeeting

Wednesday, April 28, 2021

9:00 a.m. Leavenworth County Commission meeting
• Commission Meeting Room, 300 Walnut, Leavenworth KS

Thursday, April 29, 2021

Friday, April 30, 2021

ALL SUCH OTHER BUSINESS THAT MAY COME BEFORE THE COMMISSION

ALL MEETINGS ARE OPEN TO THE PUBLIC

COMMENTS SHOULD BE OF GENERAL INTEREST OF THE PUBLIC AND SUBJECT TO THE RULES OF DECORUM

START DATE: 04/10/2021 END DATE: 04/16/2021

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
2138	ABSOLUTE COMFORT TEC	ABSOLUTE COMFORT TECHNOLOGIES	319187	91838 AP	04/16/2021	1-001-5-32-209	JC PLANNED MAINT INSPECTION	467.50	
20588	ADVANTAGE	ADVANTAGE PRINTING	319189	91840 AP	04/16/2021	1-001-5-04-301	283 REG OF DEEDS - BUSINESS CA	99.00	
20588	ADVANTAGE	ADVANTAGE PRINTING	319189	91840 AP	04/16/2021	1-001-5-19-301	98 DISTRICT COURT LETTERHEAD	112.00	
							*** VENDOR 20588 TOTAL		211.00
1054	ALLIANCE A	ALLIANCE AGAINST FAMILY VIOLEN	319191	91842 AP	04/16/2021	1-001-5-29-204	PER BOCC BUDGET - 2ND QTR	13,750.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	319192	91843 AP	04/16/2021	1-001-5-41-202	BUCHANAN/HUNSECKER - TRAINING	120.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	319192	91843 AP	04/16/2021	1-001-5-41-202	BUCHANAN/HUNSECKER - TRAINING	85.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	319192	91843 AP	04/16/2021	1-001-5-41-202	BUCHANAN/HUNSECKER - TRAINING	75.00	
13088	APPRAISER	APPRAISER'S EDUCATION FUND	319192	91843 AP	04/16/2021	1-001-5-41-202	BUCHANAN/HUNSECKER - TRAINING	90.00-	
							*** VENDOR 13088 TOTAL		190.00
1523	BOB BARKER	BOB BARKER CO INC	319195	91846 AP	04/16/2021	1-001-5-07-359	LEAKS4 JAIL SUPPLIES	115.09	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	319196	91847 AP	04/16/2021	1-001-5-05-215	342-0317B242442103 GAS SVC	366.08	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	319196	91847 AP	04/16/2021	1-001-5-14-220	342-12094264312103 GAS SVC	1,607.81	
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	319196	91847 AP	04/16/2021	1-001-5-32-392	342-12095329382103 GAS SERVICE	2,558.25	
							*** VENDOR 5637 TOTAL		4,532.14
12648	DIV OF ACC	DIR OF ACCOUNTS & REPORTS,OFFI	319201	91852 AP	04/16/2021	1-001-5-14-228	2020 AUDIT FILING FEE	175.00	
2410	FIRST CALL INC	FIRST CALL INC	319203	91854 AP	04/16/2021	1-001-5-13-211	INV 13235 FEBRUARY TRANSPORTS	130.00	
2410	FIRST CALL INC	FIRST CALL INC	319203	91854 AP	04/16/2021	1-001-5-13-211	INV 13235 FEBRUARY TRANSPORTS	130.00	
2410	FIRST CALL INC	FIRST CALL INC	319203	91854 AP	04/16/2021	1-001-5-13-211	INV 13235 FEBRUARY TRANSPORTS	130.00	
2410	FIRST CALL INC	FIRST CALL INC	319203	91854 AP	04/16/2021	1-001-5-13-211	INV 13235 FEBRUARY TRANSPORTS	130.00	
2410	FIRST CALL INC	FIRST CALL INC	319203	91854 AP	04/16/2021	1-001-5-13-211	INV 13235 FEBRUARY TRANSPORTS	130.00	
2410	FIRST CALL INC	FIRST CALL INC	319203	91854 AP	04/16/2021	1-001-5-13-211	INV 13235 FEBRUARY TRANSPORTS	130.00	
2410	FIRST CALL INC	FIRST CALL INC	319203	91854 AP	04/16/2021	1-001-5-13-211	INV 13235 FEBRUARY TRANSPORTS	130.00	
2410	FIRST CALL INC	FIRST CALL INC	319203	91854 AP	04/16/2021	1-001-5-13-211	INV 13235 FEBRUARY TRANSPORTS	130.00	
2410	FIRST CALL INC	FIRST CALL INC	319203	91854 AP	04/16/2021	1-001-5-13-211	INV 13235 FEBRUARY TRANSPORTS	250.00	
2410	FIRST CALL INC	FIRST CALL INC	319203	91854 AP	04/16/2021	1-001-5-13-211	INV 13235 FEBRUARY TRANSPORTS	80.00	
2410	FIRST CALL INC	FIRST CALL INC	319203	91854 AP	04/16/2021	1-001-5-13-211	INV 13235 FEBRUARY TRANSPORTS	125.00	
2410	FIRST CALL INC	FIRST CALL INC	319203	91854 AP	04/16/2021	1-001-5-13-211	INV 13235 FEBRUARY TRANSPORTS	100.00	
							*** VENDOR 2410 TOTAL		1,465.00
2628	IMAGETREND, INC	IMAGETREND, INC	319204	91855 AP	04/16/2021	1-001-5-05-220	ACCT 0805, ANNUAL FEES ELITE E	2,782.26	
2628	IMAGETREND, INC	IMAGETREND, INC	319204	91855 AP	04/16/2021	1-001-5-05-220	ACCT 0805, ANNUAL FEES ELITE E	2,318.54	
							*** VENDOR 2628 TOTAL		5,100.80
236	INTERPRETERS	INTERPRETERS INC	319205	91856 AP	04/16/2021	1-001-5-19-221	INTERPRETER 4/5/21 2021CR146	159.20	
7655	J F DENNEY P	J F DENNEY PLUMBING & HEATING	319206	91857 AP	04/16/2021	1-001-5-31-288	LEAV03 EMS - SINK DRAINS SVC C	846.44	
6636	KANSAS GAS	KANSAS GAS SERVICE	319207	91858 AP	04/16/2021	1-001-5-05-215	510614745 2015657 27 GAS SVC	254.81	
6636	KANSAS GAS	KANSAS GAS SERVICE	319207	91858 AP	04/16/2021	1-001-5-14-711	510614745 1562996 18 GAS TRANS	868.45	
							*** VENDOR 6636 TOTAL		1,123.26
26400	KANSAS GAS	KANSAS GAS SERVICE	319208	91859 AP	04/16/2021	1-001-5-14-220	510614745 1628631 73 GAS TRANS	870.47	
26400	KANSAS GAS	KANSAS GAS SERVICE	319208	91859 AP	04/16/2021	1-001-5-32-392	510614745 1628631 73 GAS TRANS	1,293.06	
							*** VENDOR 26400 TOTAL		2,163.53
19903	LANGUAGE L	LANGUAGE LINE SERVICES INC	319210	91861 AP	04/16/2021	1-001-5-19-221	9020533027 INTERPRETER (PHONE)	97.67	
537	LEAV TIMES	LEAVENWORTH TIMES	319212	91863 AP	04/16/2021	1-001-5-06-218	ACCT267: PLANNING COMM PRESS R	17.10	
537	LEAV TIMES	LEAVENWORTH TIMES	319212	91863 AP	04/16/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES/HEARIN	20.25	
537	LEAV TIMES	LEAVENWORTH TIMES	319212	91863 AP	04/16/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES/HEARIN	18.00	
537	LEAV TIMES	LEAVENWORTH TIMES	319212	91863 AP	04/16/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES/HEARIN	17.55	
537	LEAV TIMES	LEAVENWORTH TIMES	319212	91863 AP	04/16/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES/HEARIN	20.25	
537	LEAV TIMES	LEAVENWORTH TIMES	319212	91863 AP	04/16/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES/HEARIN	17.10	
537	LEAV TIMES	LEAVENWORTH TIMES	319212	91863 AP	04/16/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES/HEARIN	18.90	
537	LEAV TIMES	LEAVENWORTH TIMES	319212	91863 AP	04/16/2021	1-001-5-06-218	ACCT 267 PUBLIC NOTICES/HEARIN	20.70	
							*** VENDOR 537 TOTAL		149.85
17677	LEXISNEXIS RISK DATA	LEXISNEXIS RISK DATA MGMT (ACC	319213	91864 AP	04/16/2021	1-001-5-09-203	MARCH MINIMUM COMMITMENT	50.00	
28640	MID-CONTIN	MID-CONTINENT MICROGRAPHICS	319215	91866 AP	04/16/2021	1-001-5-04-201	C2258 - PRINT PAGE FOR REQUEST	12.00	
397	NICHOLSON	RAE NICHOLSON LAW, LLC	319218	91869 AP	04/16/2021	1-001-5-09-231	COURT APPOINTED ATTORNEY VOUCH	4,389.50	

TYPES OF CHECKS SELECTED: * ALL TYPES

			P.O.NUMBER	CHECK#					
196	OLSSON	OLSSON, INC	319219	91870 AP	04/16/2021	1-001-5-06-206	019-28310 ON-CALL ENGINEERING	3,577.50	
7098	QUILL CORP	QUILL CORP	319221	91872 AP	04/16/2021	1-001-5-04-301	3309088 TONER CARTRIDGES	652.46	
7098	QUILL CORP	QUILL CORP	319221	91872 AP	04/16/2021	1-001-5-04-301	3309088 TONER CARTRIDGES	234.99	
7098	QUILL CORP	QUILL CORP	319221	91872 AP	04/16/2021	1-001-5-28-301	5643954 OFFICE SUPPLIES HR	13.59	
7098	QUILL CORP	QUILL CORP	319221	91872 AP	04/16/2021	1-001-5-28-301	5643954 OFFICE SUPPLIES HR	239.44	
							*** VENDOR 7098 TOTAL		1,140.48
223	RIVERSIDE	RIVERSIDE RESOURCES	319222	91873 AP	04/16/2021	1-001-5-25-210	PER 2021 BOCC BUDGET	31,640.00	
1793	ST JOHN 956430	ST JOHN HOSPITAL	319224	91875 AP	04/16/2021	1-001-5-07-219	INMATE MEDICAL BILL	639.86	
829	THOMSON REUTERS	THOMSON REUTERS - WEST	319225	91876 AP	04/16/2021	1-001-5-09-307	1000090351 MARCH21-FED CIV JUD	209.15	
41	UNDERGROUN	UNDERGROUND VAULTS & STORAGE	319226	91877 AP	04/16/2021	1-001-5-19-214	100492 FILE RETRIEVAL,PALLET R	272.27	
2144	VAN TUYL JOELLEN	JOELLEN M VAN TUYL	319228	91879 AP	04/16/2021	1-001-5-11-255	TRANSCRIPTS FOR CO ATTORNEY'S	180.50	
2144	VAN TUYL JOELLEN	JOELLEN M VAN TUYL	319228	91879 AP	04/16/2021	1-001-5-19-251	TRANSCRIPT FEES - DIST CT	399.50	
							*** VENDOR 2144 TOTAL		580.00
2	WATER DEPT	WATER DEPT	319229	91880 AP	04/16/2021	1-001-5-05-215	WATER SVC EMS ADMIN, HEALTH DE	84.71	
100	WITNESS LIST								
							*** VENDOR 100 TOTAL		212.32
							TOTAL FUND 001		73,354.27

648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	319197	91848 AP	04/16/2021	1-108-5-00-213	CHARGES REMOVED FROM EARLIER P	15.99	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	319197	91848 AP	04/16/2021	1-108-5-00-213	CHARGES REMOVED FROM EARLIER P	15.99	
							*** VENDOR 648 TOTAL		31.98
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	319198	91849 AP	04/16/2021	1-108-5-00-280	HEALTH DEPT APRIL	1,200.00	
22543	COMPLETE FAMILY CARE	COMPLETE FAMILY CARE	319198	91849 AP	04/16/2021	1-108-5-00-280	HEALTH DEPT APRIL	300.00	
							*** VENDOR 22543 TOTAL		1,500.00
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	319209	91860 AP	04/16/2021	1-108-5-00-280	C-10180 PRENATAL CLINICAL SVCS	1,800.00	
1629	KU PHYSICIANS	KANSAS UNIVERSITY PHYSICIANS I	319209	91860 AP	04/16/2021	1-108-5-00-280	C-10180 PRENATAL CLINICAL SVCS	1,800.00	
							*** VENDOR 1629 TOTAL		3,600.00
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	319211	91862 AP	04/16/2021	1-108-5-00-301	HELATH DEPT OFFICE SUPPLY	3.98	
2666	MISC REIMBURSEMENTS	VIOLET GOMES	319216	91867 AP	04/16/2021	1-108-5-00-301	REIM SUPPLIES - VACCINE CLINIC	35.84	
6539	MTI SECURITY	MTI SECURITY	319217	91868 AP	04/16/2021	1-108-5-00-219	2465/17026274 MONITORING	60.00	
12204	PROPIO LANGUAGE	PROPIO LANGUAGE SERVICES LLC	319220	91871 AP	04/16/2021	1-108-5-00-606	3129 TELEPHONE INTERPRETING SV	25.00	
12204	PROPIO LANGUAGE	PROPIO LANGUAGE SERVICES LLC	319220	91871 AP	04/16/2021	1-108-5-00-606	3129 TELEPHONE INTERPRETING SV	100.60	
							*** VENDOR 12204 TOTAL		125.60
2	WATER DEPT	WATER DEPT	319229	91880 AP	04/16/2021	1-108-5-00-219	WATER SVC EMS ADMIN, HEALTH DE	63.52	
2	WATER DEPT	WATER DEPT	319229	91880 AP	04/16/2021	1-108-5-00-606	WATER SVC EMS ADMIN, HEALTH DE	21.18	
							*** VENDOR 2 TOTAL		84.70
							TOTAL FUND 108		5,442.10

24553	ATCHISON	ATCHISON CO COMMUNITY CORRECTI	319194	91845 AP	04/16/2021	1-121-5-00-2	4TH QTR STATE JISP/CCMA	35,182.55	
24553	ATCHISON	ATCHISON CO COMMUNITY CORRECTI	319194	91845 AP	04/16/2021	1-121-5-00-2	4TH QTR STATE JISP/CCMA	11,642.66	
							*** VENDOR 24553 TOTAL		46,825.21
1216	COURT SERVICES	LEAVENWORTH COUNTY COURT SERVI	319199	91850 AP	04/16/2021	1-121-5-00-216	4TH QTR - STATE REIMB	125.00	
							TOTAL FUND 121		46,950.21

196	OLSSON	OLSSON, INC	319219	91870 AP	04/16/2021	1-133-5-00-213	4-18 019-28310 ON-CALL ENGINEE	954.20	

warrants by vendor

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#					TOTAL FUND 133	954.20
20588	ADVANTAGE	ADVANTAGE PRINTING	319189	91840 AP	04/16/2021	1-145-5-00-303	ACCT 104 COA - ENVELOPES	160.00	
27570	ALL SEASON	ALL SEASONS CAR WASH	319190	91841 AP	04/16/2021	1-145-5-00-213	CUST 2011 CO ON AGING FLEET WA	16.50	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	319211	91862 AP	04/16/2021	1-145-5-00-301	COA - OFFICE SUPPLIES	106.33	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	319211	91862 AP	04/16/2021	1-145-5-00-345	CO ON AGING C1&C2 DELIVERY BAG	89.82	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	319211	91862 AP	04/16/2021	1-145-5-00-345	CO ON AGING C1&C2 DELIVERY BAG	319.98	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	319211	91862 AP	04/16/2021	1-145-5-05-301	CO ON AGING C1&C2 DELIVERY BAG	43.51	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	319211	91862 AP	04/16/2021	1-145-5-06-301	CO ON AGING C1&C2 DELIVERY BAG	42.10	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	319211	91862 AP	04/16/2021	1-145-5-06-321	CO ON AGING C1&C2 DELIVERY BAG	29.47	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	319211	91862 AP	04/16/2021	1-145-5-07-302	CO ON AGING C1&C2 DELIVERY BAG	7.02	
4755	LEAV PAPER	LEAVENWORTH PAPER AND OFFICE S	319211	91862 AP	04/16/2021	1-145-5-07-321	CO ON AGING C1&C2 DELIVERY BAG	29.47	
								*** VENDOR 4755 TOTAL	667.70
2	WATER DEPT	WATER DEPT	319229	91880 AP	04/16/2021	1-145-5-00-246	WATER SVC CO ON AGING	143.38	
								TOTAL FUND 145	987.58
26195	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION	319188	91839 AP	04/16/2021	1-160-5-00-213	670030 EQUIP MAINT-TRANSFER ST	3.00-	
26195	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION	319188	91839 AP	04/16/2021	1-160-5-00-213	670030 EQUIP MAINT-TRANSFER ST	34.98	
26195	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION	319188	91839 AP	04/16/2021	1-160-5-00-213	670030 EQUIP MAINT-TRANSFER ST	65.97	
26195	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION	319188	91839 AP	04/16/2021	1-160-5-00-213	670030 EQUIP MAINT-TRANSFER ST	73.70	
26195	ADVANCE AUTO PARTS	GENERAL PARTS DISTRIBUTION	319188	91839 AP	04/16/2021	1-160-5-00-213	670030 EQUIP MAINT-TRANSFER ST	13.38	
								*** VENDOR 26195 TOTAL	185.03
								TOTAL FUND 160	185.03
1737	AT&T-CAROL STREAM IL	AT&T	319193	91844 AP	04/16/2021	1-174-5-00-210	913A38-0682-421-2 PHONE SVC	326.81-	
1737	AT&T-CAROL STREAM IL	AT&T	319193	91844 AP	04/16/2021	1-174-5-00-210	913A38-0682-421-2 PHONE SVC	35.05-	
1737	AT&T-CAROL STREAM IL	AT&T	319193	91844 AP	04/16/2021	1-174-5-00-210	913A38-0682-421-2 PHONE SVC	38.22-	
1737	AT&T-CAROL STREAM IL	AT&T	319193	91844 AP	04/16/2021	1-174-5-00-210	913A38-0682-421-2 PHONE SVC	173.14	
1737	AT&T-CAROL STREAM IL	AT&T	319193	91844 AP	04/16/2021	1-174-5-00-210	913A38-0682-421-2 PHONE SVC	81.37	
1737	AT&T-CAROL STREAM IL	AT&T	319193	91844 AP	04/16/2021	1-174-5-00-210	913A38-0682-421-2 PHONE SVC	2,712.47	
								*** VENDOR 1737 TOTAL	2,566.90
6377	SHERIFF	LEAV CO SHERIFF	319223	91874 AP	04/16/2021	1-174-5-00-210	FIRSTNET EQUIPMENT E911 FUND	1,450.00	
								TOTAL FUND 174	4,016.90
5637	CLEARWATER ENTERPRIS	CLEARWATER ENTERPRISES,LLC	319196	91847 AP	04/16/2021	1-195-5-00-290	342-0305A864302103 GAS SVC	72.50	
26400	KANSAS GAS	KANSAS GAS SERVICE	319208	91859 AP	04/16/2021	1-195-5-00-290	510614745 1628631 73 GAS TRANS	98.17	
11982	UNIFIED GO	UNIFIED GOVERNMENT OF WYANDOTT	319227	91878 AP	04/16/2021	1-195-5-00-208	HOUSED JUVENILES 76 DAYS	11,400.00	
								TOTAL FUND 195	11,570.67
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	319197	91848 AP	04/16/2021	1-198-5-16-300	CHARGES REMOVED FROM EARLIER P	249.46	
								TOTAL FUND 198	249.46
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	319197	91848 AP	04/16/2021	1-212-5-00-2	FLUID EQUIPMENT - CHGS MISSED	1,355.07	
648	COMMERCE BANK-COMMER	COMMERCE BANK-COMMERCIAL CARDS	319197	91848 AP	04/16/2021	1-212-5-00-2	FLUID EQUIPMENT - CHGS MISSED	117.57-	
								*** VENDOR 648 TOTAL	1,237.50
17551	DIGGER JIM	DIGGER JIM'S	319200	91851 AP	04/16/2021	1-212-5-00-2	REPAIRED SEWER LINE - TIMBER L	1,140.00	
86	EVERGY	EVERGY KANSAS CENTRAL INC	319202	91853 AP	04/16/2021	1-212-5-00-2	ELEC SVC SEWER DIST 2	237.72	
86	EVERGY	EVERGY KANSAS CENTRAL INC	319202	91853 AP	04/16/2021	1-212-5-00-2	ELEC SVC SEWER DIST 2	47.47	
86	EVERGY	EVERGY KANSAS CENTRAL INC	319202	91853 AP	04/16/2021	1-212-5-00-2	ELEC SVC SEWER DIST 2	28.49	
86	EVERGY	EVERGY KANSAS CENTRAL INC	319202	91853 AP	04/16/2021	1-212-5-00-2	ELEC SVC SEWER DIST 2	89.04	
								*** VENDOR 86 TOTAL	402.72
								TOTAL FUND 212	2,780.22

TYPES OF CHECKS SELECTED: * ALL TYPES

		P.O.NUMBER	CHECK#						
86	EVERGY	EVERGY KANSAS CENTRAL INC	319202	91853 AP	04/16/2021	1-218-5-00-2	ELEC SVC SEWER DIST 5	134.23	
								TOTAL FUND 218	134.23
268	LIFELOCK	NORTONLIFELOCK INC	319214	91865 AP	04/16/2021	1-510-2-00-941	1247233 MARCH 2021 PREMIUMS	1,525.60	
								TOTAL FUND 510	1,525.60
								TOTAL ALL CHECKS	148,150.47

TYPES OF CHECKS SELECTED: * ALL TYPES

FUND SUMMARY

001	GENERAL	73,354.27
108	COUNTY HEALTH	5,442.10
121	JUVENILE JUSTICE AUTHORITY	46,950.21
133	ROAD & BRIDGE	954.20
145	COUNCIL ON AGING	987.58
160	SOLID WASTE MANAGEMENT	185.03
174	911	4,016.90
195	JUVENILE DETENTION	11,570.67
198	SPECIAL GRANTS	249.46
212	SEWER DISTRICT 2: TIMBERLAKES	2,780.22
218	SEWER DIST #5	134.23
510	PAYROLL CLEARING	1,525.60
	TOTAL ALL FUNDS	148,150.47

Consent Agenda 4/21/2021

Checks dated 4/10-4/16

Leavenworth County Request for Board Action

Date: April 14, 2021

To: Board of County Commissioners

From: Larry Malbrough, Director of Information Systems

Additional Reviews as needed:

Administrator County Counselor

Action Requested: Authorize Commission Chairman to sign the "Master Service Agreement" between Leavenworth County and NetStandard, Inc. (NSI)

Recommendation: Approve Chairman to sign

Background: On April 7, 2021, the commission award two contracts to NSI. A "Master Service Agreement" document should have been included with the contracts for the Commission's review and signature.

Analysis: This is a base document that contains terms and stipulations that affect other contracts and services the County might enter into with NSI, such as the two contracts approved on April 7th. Counsel has reviewed the document.

Alternatives:

Budgetary Impact:

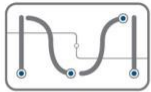
None

- Not Applicable
- Depreciation items with available depreciation funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Total Amount Requested: None

Additional Attachments:

Master Service Agreement with NetStandard, Inc.



This Master Services Agreement (“Agreement”) is made _____ (“Effective Date”) between NetStandard, Inc. (“NSI” or “Company”), with a principal office at 10300 W 103rd Street, Overland Park, KS 66214, and _____ (may also be referred to as “Customer”) with a principal office at _____ (Company and Customer are collectively referred to as the “Parties”).

WHEREAS, Company is engaged in the business of providing a range of information technology services; and

WHEREAS, Customer desires to retain Company to perform information technology services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the Parties have agreed and do agree as follows:

AGREEMENT

1. **Contracted Services.** This Agreement shall apply to the delivery of information technology services, support, functions and/or products as further described in one or more Service Attachment(s), Statement(s) of Work or Product Order(s) that may be proposed and approved in writing by the Parties. Any such approved Service Attachment(s), Statement(s) of Work or Product Order(s) shall be attached hereto and incorporated herein by reference (the services and functions described in any Service Attachment and/or Statement of Work shall be referred to as the “Services;” the products described in any Product Order shall be referred to as the “Products”). The term “Agreement” shall include this Master Service Agreement as well as any and all Service Attachment(s), Statement(s) of Work, and Product Order(s) incorporated herein by reference. Absent the execution of a Service Attachment, Statement of Work or Product Order, this Agreement does not, in and of itself, represent a commitment by Company to provide any Services or Products to Customer or a requirement that Customer pay any fees to Company.

2. Term of Agreement

(a) This Agreement shall commence on the Effective Date set forth above and will continue in full force and effect until terminated by either Party as provided herein, or until Company is no longer obligated to provide any Services or Products to Customer pursuant to an attached Service Attachment, Statement of Work or Product Order. In the event that a Service Attachment provides for a different term, the Service Attachment term will control for that specific Service Attachment only.

(b) In the event that there is a continuing need for the provision of any Services or Products identified in a Service Attachment, Statement of Work or Product Order after the expiration or termination of this Agreement, and Customer requests in writing to have Company complete the Services or provide Product, this Agreement will automatically renew for the period of time that it takes for the completion of such Services or delivery of such Products. Customer acknowledges that it will be responsible for all fees, costs, and expenses incurred by Company for Services rendered or Products delivered after expiration or termination of this Agreement.

(c) The Agreement can be terminated for cause, as defined in paragraph 14(a) herein, at any time provided: (1) the alleged breaching Party is notified in writing and given an opportunity to cure the alleged breach in the manner set forth in paragraph 14(a) below; and (2) the alleged breach was not caused by a condition described in paragraph 18(e).

3. Fees and Payment Terms

(a) In exchange for the Services performed or Products delivered by Company, as set forth in any Service Attachment(s), Statement(s) of Work or Product Order(s), Customer agrees to compensate Company at the rates identified in the fee schedule set forth in the Service Attachment(s), Statement(s) of Work or Product Order(s). Customer shall also be

responsible for payment of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with, any of the Services or Products provided pursuant to this Agreement. Customer will pay all invoices within thirty (30) days of receipt thereof. Customer's failure to remit payment due within thirty (30) days of receipt of an invoice shall be considered a material breach of this Agreement subject to accelerated termination pursuant to paragraph 14(a) of this Agreement. Customer shall be responsible for reimbursing Company for any actual costs, including attorney's fees, related to resolving any unpaid balance.

- (b) Company reserves the right to charge a late payment fee of one and one-half percent (1.5%) per month on all unpaid balances.
- (c) In addition, Customer shall reimburse Company its actual out-of-pocket expenses as reasonably incurred by Company in connection with the performance of Services or delivery of Products. Additional expenses for materials, services, training and hardware may only be incurred by Company and charged to Customer if prior written approval from Customer has been obtained.

4. **Additional Products and Services**

- (a) NSI shall perform the Services set forth in the Service Attachment(s) in accordance with the Service Level Agreements identified in the respective Service Attachment(s) and other terms and conditions of this Agreement and any attached Service Attachment(s).
- (b) Company and Customer may from time to time mutually agree to additional products and/or services not covered by an existing Service Attachment, Statement of Work or Product Order. In the event Customer desires to add products or services not covered by an existing Service Attachment, Statement of Work or Product Order, Company and Customer shall execute a new Service Attachment, Statement of Work or Product Order regarding the desired additional products and/or services. Such Service Attachment Statement of Work or Product Order shall be attached hereto and incorporated fully herein by reference.
- (c) In the event Customer desires to make changes to Services provided pursuant to an existing Service Attachment, Customer shall notify Company in writing of its proposed changes. Company shall have five (5) days from the receipt of Customer's request to either accept or reject the proposed changes. If Company accepts Customer's proposed changes to a Service Attachment, Company shall notify Customer in writing of the acceptance, and the proposed changes shall automatically become an addendum to the affected Service Attachment. If Company rejects Customer's proposed changes, this Agreement and any attached Service Attachment shall remain unchanged.
- (d) Customer acknowledges that Company may, from time to time and without notice, make nominal or incidental changes to the Services provided in order to conform to Customer's use of the Services.

5. **Products.** Company may from time to time, in connection with the provision of Services to Customer, offer certain Products for sale to Customer. This paragraph 5 shall set forth the terms and conditions for the purchase of any Products by Customer.

- (a) **Invoicing and Payment.** Products will be invoiced to Customer upon Company's acceptance of a Product Order. Company's invoice will include all Products available at the time of order acceptance. Back-ordered items will be separately invoiced on the date shipped. Shipping, handling and insurance charges will be added to the invoice amount. If Customer has entered into an agreement for Services to be provided by Company, those Services will be separately invoiced to Customer. Payment is due thirty (30) days from invoice date. In no event shall the due date of a Product invoice be extended on account of back-ordered items or status of Service completion. Company reserves the right to charge a late payment fee of one and one-half percent (1.5%) per month on all unpaid balances.
- (b) **Title.** Company shall retain title and ownership in and to Products sold to Customer until full payment of the purchase price is received by Company, whereupon both shall automatically pass to Customer. Until title and ownership passes to Customer, Customer agrees to maintain Products in good operating condition.

- (c) **Delivery.** Shipping dates are approximate, and deliveries are subject to unavoidable delays. Company shall not be liable for damages caused by delay in delivery, installation or furnishing of Services.
- (d) **Returns.** All returns must be accompanied by a Company assigned Return Merchandise Authorization (RMA) number. Customer must provide Company with an invoice number and Product serial number when requesting an RMA number. No returns on memory after 15 days from date of invoice; no returns on other Products after 30 days from date of invoice. All returns subject to a 15% restocking fee. Returned Products must be in new and working condition in original package, including all manuals. Special ordered items will not be accepted for return. No returns on software or memory that has been opened. All returns are subject to the terms and conditions of the manufacturer's return policy.
- (e) **Taxes.** Customer shall pay all federal, state and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Products.
- (f) **Risk of Loss.** Risk of loss or damage to Product(s) purchased by Customer shall pass to Customer upon signed acceptance of delivery.
- (g) **Warranty Disclaimer.** CUSTOMER ACKNOWLEDGES THAT ANY PRODUCTS PURCHASED FROM COMPANY ARE SUBJECT ONLY TO THE MANUFACTURER'S ORIGINAL WARRANTY. ALL PRODUCTS ARE PURCHASED "AS IS" AND "WITH ALL FAULTS." SOFTWARE IS SUBJECT TO SUCH WARRANTIES AS THE MANUFACTURER MAY MAKE UNDER THE LICENSE AGREEMENT ACCOMPANYING SUCH SOFTWARE. IT IS THE RESPONSIBILITY OF THE CUSTOMER TO ENSURE THAT ALL ITS DATA FILES ARE ADEQUATELY DUPLICATED AND DOCUMENTED. COMPANY WILL NOT BE RESPONSIBLE FOR CUSTOMER'S FAILURE TO DO SO, NOR FOR THE COST OF RECONSTRUCTING DATA STORED ON FIXED DISKS, MAGNETIC TAPES, MEMORIES, OR ANY OTHER STORAGE MEDIA AND/OR DEVICES. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF FITNESS FOR A PARTICULAR USE OR MERCHANTABILITY. COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONJUNCTION WITH THE SALE OF PRODUCTS TO CUSTOMER. THE PRICES AND DISCOUNTS APPLICABLE UNDER THIS AGREEMENT TAKE INTO ACCOUNT THIS LIMITED WARRANTY AND LIMITATION OF LIABILITY.

6. **Protection of Rights**

- (a) Customer acknowledges that, pursuant to this Agreement, no right, title, or interest in or to any copyrights, trademarks, or other proprietary or intellectual property rights owned or held by NSI are transferred to Customer. Further, NSI acknowledges that, pursuant to this Agreement, no right, title, or interest in or to any copyrights, trademarks, or other proprietary or intellectual property rights owned or held by Customer are transferred to NSI.
 - (b) Unless otherwise agreed in writing by the Parties, any hardware or software optionally purchased by Customer shall be the sole property of Customer. Customer agrees to be bound by all vendor-specific software licenses and/or end-user license agreements for all software modules sold, installed and/or managed by NSI. NSI is not responsible for any damages to Customer resulting from Customer's violation of or failure to comply with any vendor-specific licenses or end-user license agreements. Customer may not grant to any third party a sub-license, lease, or sub-lease of equipment, hardware, or software serviced by NSI without the express written consent of NSI.
 - (c) NSI provides some of its Services under this Agreement via the Internet. Customer acknowledges that the Internet is not owned, operated, managed by, or in any way affiliated with NSI, but is instead a separate network of computers independent of NSI. Customer's use of the Internet is solely at Customer's own risk and is subject to all applicable local, state, national and international laws and regulations. Customer's ability to access the Internet or NSI Services via the Internet is beyond NSI's control. Unless agreed otherwise in writing by the Parties, Customer assumes all risk and responsibility for the content of information transferred across the Internet by Customer.
7. **Independent Contractor.** The Parties enter into this Agreement, including any attached Service Attachment(s), Statement(s) of Work or Product Orders, as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the Parties. All Company employees who are

assigned to perform services at any Customer-owned or leased facility shall be considered to be an employee of Company only and will not be considered an agent or employee of Customer for any purpose. Company will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Company employee be eligible for or entitled to any benefits of Customer.

8. Confidential Information

- (a) The parties understand and acknowledges that they may, from time to time, disclose “Confidential Information” to each other. For purposes of this Agreement, the term “Confidential Information” shall include but not be limited to any nonpublic and/or proprietary information or materials relating to promotional and/or marketing strategy and activity, pricing information (including but not limited to rates, margins, and budgets), financial and budget information, customer lists, information about the education, background, experience, and/or skills possessed by employees, employee compensation information, service and/or sales concepts, service and/or sales methodology, service and/or sales techniques, customer satisfaction data or sales information, or any information which are marked or identified as “confidential” at the time of disclosure or confirms in writing as confidential within a reasonable time (not to exceed thirty (30) days) after disclosure. The parties will not disclose Confidential Information to any third party at any time without the prior written consent and shall take reasonable measures to prevent any unauthorized disclosure of Confidential Information by its employees, agents, contractors, or consultants. Further, Confidential Information shall include the terms set forth in this Agreement, all of which shall remain the property of the parties and shall in no event be transferred, conveyed, or assigned as a result of the services provided pursuant to this Agreement. The foregoing duty shall survive for a period of three (3) years following the termination or expiration of this Agreement.
- (b) Company also understands and acknowledges that Customer may, from time to time, disclose to Company proprietary ideas, concepts, expertise, and technologies developed by Customer relating to computer application programming, installation, and operation (collectively “Customer’s Confidential Information”). Customer may further provide to Company documentation, reports, memoranda, notes, drawings, plans, papers, recordings, data, designs, materials, or other forms of records or information relating to Customer’s business operations (collectively “Confidential Trade Information”). Company agrees (i) not to use any Customer Confidential Information or Confidential Trade Information for its own use or for any purpose other than the specific purpose of completing the Services; (ii) not to voluntarily disclose any Customer Confidential Information or Confidential Trade Information to any other person or entity; and (iii) to take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Customer Confidential Information and/or Confidential Trade Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized by this Agreement to have such Customer Confidential Information and/or Confidential Trade Information. The foregoing duty shall survive for a period of three (3) years following the termination or expiration of this Agreement.
- (c) The following shall not be considered Confidential Information for purposes of this Agreement: (a) Information which is or becomes in the public domain through no fault or act of the receiving Party; (b) Information which was independently developed by the receiving Party without the use of or reliance on the disclosing Party's Confidential Information; (c) Information which was provided to the receiving Party by a third party under no duty of confidentiality to the disclosing Party; or (d) Information which is required to be disclosed by law with no further obligation of confidentiality, provided, however, prompt prior notice thereof shall be given to the Party whose Confidential Information is involved.
- (d) The Parties agree that the disclosure of any of the foregoing Confidential Information by either Party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the non-disclosing Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.

9. Nonsolicitation

- (a) **Nonsolicitation of Company Personnel.** Customer may not, either directly or indirectly, solicit, hire, contract with or endeavor to entice away any Company employee during the Term of this Agreement and for a one (1) year period following its termination (the "Nonsolicitation Term"). If Customer hires a Company employee without first obtaining the written consent of Company, Customer shall pay Company as liquidated damages an amount equal to 100% of the employee's annual fair market salary, as determined by Company in its sole discretion. This provision is considered a material term that allows for accelerated termination rights under paragraph 14 of this Agreement.
- (b) **Nonsolicitation of Company Clients.** During the Term of this Agreement and for a one (1) year period following its termination, Customer shall not solicit, interfere with, endeavor to entice away, or enter into a contract with any existing or prospective client of NSI for the purposes of supplanting services provided by or to be provided by NSI. For purposes of this Agreement, "existing client" is defined as any client of NSI to whom Customer was introduced or made aware of by virtue of Customer's business relationship with NSI. For the purposes of this Agreement, "prospective client" is defined as any business prospect NSI has actively pursued and to whom Customer was introduced during the course of Customer's relationship with NSI. Customer acknowledges that a violation of this paragraph 9(b) may give rise to irreparable injury to Company, inadequately compensable in monetary damages. Accordingly, Company may seek and obtain injunctive relief against Customer's breach of this paragraph 9(b).

10. **Limited Warranty.** Any warranty offered by Company for Services provided herein shall be set forth in the Service Attachment. In the absence of any warranty language in the Service Attachment, Company warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the Services are being performed. Security services performed will not guarantee a level of security for the system being assessed. IN THE EVENT THAT THERE IS NO WARRANTY SET FORTH IN THE SERVICE ATTACHMENT(S), THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.

11. **Limitation of Liability.** CUSTOMER AGREES THAT COMPANY SHALL NOT BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY, FOR: (1) ANY LIABILITY CLAIMS, LOSS, DAMAGES OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY OUT OF SERVICES PROVIDED HEREIN; (2) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND CUSTOMER AGREES TO INDEMNIFY AND HOLD COMPANY HARMLESS AGAINST SUCH LIABILITIES, CLAIMS, LOSSES, DAMAGES (CONSEQUENTIAL OR OTHERWISE) OR EXPENSES, OR ACTIONS IN RESPECT THEREOF, ASSERTED OR BROUGHT AGAINST COMPANY BY OR IN RIGHT OF THIRD PARTIES; OR (3) ANY PUNITIVE DAMAGES. FOR PURPOSES OF THIS AGREEMENT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED REVENUES, INCOME, PROFITS OR SAVINGS; LOSS OF OR DAMAGE TO BUSINESS REPUTATION OR GOOD WILL; LOSS OF CUSTOMERS; LOSS OF BUSINESS OR FINANCIAL OPPORTUNITY; OR ANY OTHER INDIRECT OR SPECIAL DAMAGES OF ANY KIND CATEGORIZED AS CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THE LAW OF THE STATE OF KANSAS. CUSTOMER'S SOLE REMEDY FOR COMPANY'S NON-CONFORMING PERFORMANCE OF SERVICES OR DELIVERY OF PRODUCTS SHALL BE, IN COMPANY'S ABSOLUTE DISCRETION, RE-PERFORMANCE OF THE NON-CONFORMING SERVICES OR A REFUND OF THE AMOUNT PAID BY CUSTOMER FOR THE NON-CONFORMING SERVICE OR PRODUCTS. COMPANY'S LIABILITY FOR ANY DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT BILLED OR BILLABLE TO CUSTOMER FOR SERVICES PROVIDED BY COMPANY DURING THE PRECEDING TWO (2) MONTHS FROM THE DATE THE ALLEGED DAMAGES WERE INCURRED.

12. **Equal Opportunity Employer.** Company is an Equal Opportunity Employer and does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, or termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws. Customer likewise represents that it will not discriminate in the referral or acceptance of Company employees hereunder on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws.

13. **Indemnification.** Each Party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal

property directly caused solely by the negligence or willful conduct of the indemnifying Party, its personnel or agents in connection with the performance of the Services hereunder. To the extent that such claim arises from the concurrent conduct of Customer, Company and/or any third party, it is expressly agreed that Company's liability shall be limited by the terms and provisions of paragraph 11 herein and that, with respect to any remaining obligations to pay any third-party claims, demands, losses, damages or expenses that are not limited by the terms and provisions of paragraph 11 herein, each Party's obligations of indemnity under this paragraph shall be effective only to the extent of each Party's pro-rata share of liability. To receive the foregoing indemnities, the Party seeking indemnification must promptly notify the other in writing of a claim or suit and provide reasonable cooperation (at the indemnifying Party's expense) and full authority to defend or settle the claim or suit. The indemnifying Party shall have no obligation to indemnify the Party seeking indemnification under any settlement made without the indemnifying Party's written consent.

14. **Termination**

- (a) **Termination for Material Breach.** If either Party believes that the other Party has failed in any material respect to perform its obligations under this Agreement (including any Service Attachment(s), Statement of Work or Product Order attached hereto), then the non-breaching Party shall provide written notice to the other Party's representative identified in Exhibit 1 attached hereto describing the alleged breach in reasonable detail. If the alleged breach relates to Customer's failure to pay any sum due and owing under this Agreement, or if Customer makes an unauthorized solicitation of a Company employee under the provisions of paragraph 9 herein, Customer shall have ten (10) business days after notice of such failure to cure the breach. If Customer fails to cure the breach within ten (10) business days, then Company may immediately terminate this Agreement, in whole or in part, for cause, by providing written notice to Customer. With respect to all other breaches of this Agreement, the non-breaching Party must provide the breaching party notice in writing clearly identifying the breach. Unless the Parties agree in writing to a longer time, the breaching Party shall have fifteen (15) days from its receipt of the written notice of breach to cure the breach. If the breaching Party fails to cure the breach within fifteen (15) days of receipt of the written notice of breach, then the non-breaching Party may terminate this Agreement, in whole or in part, for cause by providing written notice to the authorized contact identified in Exhibit 1 attached hereto and fully incorporated herein. If the breach is one that cannot reasonably be cured within fifteen (15) days of receiving notice, the parties shall mutually agree in writing to a time schedule and plan for curing the breach. If the breach is not cured by the mutually agreed-upon deadline, the non-breaching Party may terminate this Agreement, in whole or in part, for cause by providing written notice to the authorized contact identified in Exhibit 1 to this Agreement.
- (b) **Termination of Individual Services.** If Customer is receiving Services under multiple Service Attachments, the Termination of one Service Attachment does not affect any other Service Attachment or this Agreement. If Company terminates any Service Attachment due to Customer's material breach, Customer shall not be relieved of its obligation to remit payment for any unpaid, undisputed balance, or compensate Company its actual costs incurred as a result of Company's reasonable reliance upon Customer's promise to honor its obligations under the Service Attachment.
- (c) **Termination for Bankruptcy.** Company shall have the immediate right to terminate this Agreement, by providing written notice to Customer, in the event that (i) Customer becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of Customer's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- (d) **Payments Due.** The termination of this Agreement shall not release Customer from the obligation to make payment of all amounts then or thereafter due and payable.
- (e) **License Fees.** Upon termination of this Agreement or any Service Attachment for any reason, Customer shall be responsible for the unpaid balance of any license fees or similar use fees incurred by Company on behalf of Customer.
- (f) **Discontinued Services.** Company reserves the right, in its absolute discretion, to discontinue offering any Service(s) identified in any Service Attachment or Statement of Work, in whole or in part, upon sixty (60) days written notice to Customer. Company shall not be in breach of this paragraph 14(f) or any other provision of this Agreement if one or any of Company's vendors provides less than thirty (30) days' notice to Company that a particular service will no longer be available to its customers.

(g) **Termination due to Inactivity** – Paragraph 2.(a) notwithstanding, in the event that no Service Attachments, Product Orders or Statements of Work are in effect, Company shall have the option to terminate this Agreement, without cause, by providing thirty (30) days' notice of its intent to terminate the Agreement without cause.

15. **Acceptable Use Policy.** Customer, its employees and agents, and any person or entity authorized by Customer to utilize Company's network shall be bound by Company's Acceptable Use Policy (the "Use Policy") published on its website, available at netstandard.com/acceptable-use-policy. Violations of this Use Policy may result in a demand for immediate removal of offending material, immediate temporary or permanent filtering, blocked access, suspension or termination of service, or other action appropriate to the violation, as determined by Company in its sole discretion. When feasible, Company shall give notice of the violations and allow reasonable time for them to be cured, not to exceed ten (10) days; however, Company reserves the right to act without notice when necessary, as determined by Company in its sole discretion. Company may involve, and will cooperate with, law enforcement if criminal activity is suspected. Violators may also be subject to civil or criminal liability under applicable law. Refunds or credits are not issued in connection with actions taken for violations of this Use Policy.

16. **Exigent Circumstances.** When exigent circumstances arise, which threaten violation of existing laws, Company's Acceptable Use Policy or Privacy Policy, compromise of Company's network, or compromise of Customer's network, Company reserves the right, in its sole and absolute discretion, to take appropriate action without Customer consent. In such circumstances, Company will make reasonable efforts to contact Customer and to resolve the exigency. Examples of exigent circumstances include, but are not limited to, denial of service attacks, hijacking of a Customer website or application for unlawful use by an unauthorized third party, or infection of a resource within Customer's network by harmful malware.

17. **Customer Responsibilities**

(a) Customer shall promptly notify Company of any changes to billing and contact information. Company is not responsible for any incorrect or inaccurate information provided by the Customer.

(b) During the Initiation of Services Period, as this term is further defined in the attached Service Attachment(s), Customer will provide Company reasonable access to Customer's network and Customer's facilities in order for Company to timely complete its initiation of services. Customer's failure to provide reasonable access to Company may result in delays in completing the initiation of services. Any such delay described in this paragraph 17(b) shall not be grounds for termination by Customer. In the event Company terminates this Agreement due to a delay described in this paragraph 17(b), Customer shall be responsible for all actual costs and expenses incurred by Company in reliance on this Agreement.

18. **Miscellaneous Provisions**

(a) **Non-Restrictive Relationship.** Company may provide the same or similar services to other customers.

(b) **Waiver.** The rights and remedies provided to each of the Parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either Party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other Party shall not prejudice such Party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.

(c) **Privacy.** Company is committed to protecting the privacy of all of its customers, and Company has enacted policies to protect certain information from disclosure to third parties (the "Privacy Policy"). A copy of Company's Privacy Policy may be accessed via Company's website at netstandard.com/privacy.

(d) **Force Majeure.** Neither Party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

- (e) **Notices.** All notices required under or regarding this Agreement, including any Service Attachments, must be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt), sent by e-mail (confirmed by read-receipt) or sent by courier (confirmed by receipt) addressed to the parties listed above.
- (f) **Contact and Billing Information.** Customer's designated contact for Notices described above and billing information is identified in Exhibit 1 of this Agreement.
- (g) **Assignment.** Customer may not assign this Agreement without the prior written consent of Company.
- (h) **Facility Rules and Safety Requirements.** The employees and agents of each Party, while on the premises of the other Party, shall be bound by any and all rules and regulations in effect, including safety and security requirements.
- (i) **Survival.** Any provision of this Agreement that contemplates performance or observance following termination or expiration of this Agreement, or that by its nature should continue to be effective following termination or expiration of this Agreement, will survive termination or expiration of this Agreement and continue in full force and effect until the natural termination of the particular provision.
- (j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument. A signature transmitted by facsimile or scanned from the original shall be considered an original signature for purposes of this Agreement.
- (k) **Severability.** If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
- (l) **Captions.** The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- (m) **Entire Agreement.** This Agreement and any Service Attachment(s) incorporated herein constitute the entire agreement between the Parties and supersede any prior or contemporaneous communications, representations or agreements between the Parties, whether oral or written, regarding the subject matter of this Agreement.
- (n) **Modification.** Except as otherwise provided in an Service Attachment, this Agreement and any Service Attachment(s) may be modified only by an instrument in writing executed by the Parties hereto. Any written work order or request for additional services submitted by Customer shall not modify the terms of this Agreement and will only be considered an offer to modify the Agreement.
- (o) **Supremacy.** This Master Service Agreement shall replace and supersede all prior Master Service Agreements entered into by and between the Parties. Any Service Attachment(s) executed by the Parties after execution of this Master Service Agreement shall be governed only by this Master Service Agreement. The Parties acknowledge that some inconsistencies may exist between this Master Service Agreement and Service Attachments executed prior to this Master Service Agreement. The Parties agree that any inconsistencies or ambiguities that may arise between an existing Service Attachment and this Master Service Agreement shall be construed in favor of the existing Service Attachment.
- (p) **Applicable Law.** This Agreement is made under and will be construed in accordance with the law of Kansas without giving effect to that state's choice of law rules. The forum for any dispute or litigation arising out of this Agreement shall be in the Wyandotte County District Court or in the Federal District Court for the state of Kansas.
- (q) **Successors and Third-Party Beneficiaries.** This Agreement shall inure to the benefit of Company and Customer and any successors or assigns of Company and Customer. No third party shall have any rights hereunder.

(r) **Audit Attestation.** Company is committed to protecting the data hosted in Company's data center, both physically and logically. Detailed controls regarding the security of hosted data are available in Company's control audit attestation report. Company maintains an attestation report (i.e. SSAE16, SSAE18) that may be reviewed by Customer upon request.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement as of the Effective Date above.

NetStandard, Inc.

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Leavenworth County Request for Board Action

Date: April 15, 2021
To: Board of County Commissioners
From: Council on Aging

Department Head Approval: *Connie Harmon*

Additional Reviews as needed:

Budget Review **Administrator Review** **Legal Review**

Action Requested: Approval for the *Council on Aging* to enter a contract with Terry Booker (The Café) for FY 2022-2026 Nutrition Services & Catering.

Recommendation: Approval

Analysis: Every five years the Council on Aging conducts a bid process for nutrition services and catering. This contract includes the procurement and preparation of food for the Meals on Wheels program, following meal pattern requirements set forth by the Kansas Department for Aging and Disability Services (KDADS).

The request for bids was published on March 3rd, 2021 with bids due April 7th, 2021 at 10:00 am. The contracted services are for FY 2022-2026, beginning October 1, 2021 and continuing through September 30, 2026. A yearly modification clause is included to amend the current contract.

One bid for Nutrition Services & Catering was submitted by Terry Booker (The Café). This bid is \$5.25 for bulk meals and \$5.25 for individual meals, an increase of 3% since FY 2017. Terry Booker (The Café) has the current contract (FY 2017-2021) for services at \$5.10 for bulk meals and \$5.10 for individual meals.

Alternatives: Table, Deny, Approve

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Total Amount Requested: Additional funds were requested in January 2021 grant revision to accommodate an increase in per meal costs. If additional grant funds are not awarded, the total increase is \$15,873.75 for FY2022.

Additional Attachments: Bid Worksheet

Form II: BID WORKSHEET

DATE: 4/6/21

BID SUBMITTED BY:

Name: Terry Booker (The Cook)

Address: 213 A Delaware St.
Leavenworth, KS 66048

Phone: 913-680-1300(w) 913-702-5499(c)

FOR:
Leavenworth County Council on Aging
Nutrition Services
1830 S. Broadway
Leavenworth, KS 66048
(913) 684-0777

CONGREGATE MEAL UNIT PRICE: \$5.25

HOME-DELIVERED MEAL UNIT PRICE: \$ 5.25

Prices Valid Until: 10/1/23

1. Leavenworth County reserves the right to reject any and all bids.
2. Products that do not fit within guidelines of specifications will not be considered for purchase.
3. Unless bidder states otherwise on the returned bid, prices quoted on the bid sheets shall be valid for one year.

Leavenworth County Request for Board Action

Date: April 15, 2021
To: Board of County Commissioners
From: Council on Aging

Department Head Approval: *Connie Harmon*

Additional Reviews as needed:

Budget Review **Administrator Review** **Legal Review**

Action Requested: Approval for the *Council on Aging* to enter a contract with Leavenworth Paper Supply for Nutrition program consumable supplies.

Recommendation: Approval

Analysis: Every five years the Council on Aging conducts a bid process for consumable supplies for the nutrition programs. This contract includes the procurement of all consumable supplies necessary for the packaging and serving of home-delivered meals and meals served at congregate meal sites.

The request for bids was published on March 3rd, 2021 with bids due April 7th, 2021 at 10:00 am. The contracted services are for FY 2022-2026, beginning October 1, 2021 and continuing through September 30, 2026. A yearly modification clause is included to amend the current contract.

The Council on Aging received two (2) bids, one (1) of which was not a complete bid. Leavenworth Paper submitted the remaining bid, and currently holds the contract. The current bid represents an average cost increase of 22% from 2017.

Alternatives: Table, Deny, Approve

Budgetary Impact:

- Not Applicable
- Budgeted item with available funds
- Non-Budgeted item with available funds through prioritization
- Non-Budgeted item with additional funds requested

Total Amount Requested: Additional funds were requested in January 2021 grant revision to accommodate an increase in consumable materials costs. If additional grant funds are not awarded, the total increase is approximately \$4900.00 for FY2022.

Additional Attachments: Bid Tabulation



COUNTY OF LEAVENWORTH
NUTRITION CONSUMABLE MATERIALS BID OPENING (04/09/2021)
BID TABULATION - FINAL



QUANTITY	DESCRIPTION	UNIT PRICE 2017	UNIT PRICE 2022	TOTAL 2017	TOTAL 2022	% increase
25/40/1000	DA 08J8 Dart Cup	0.59	0.73	\$ 23.10	\$ 29.00	26%
100/10/1000	DA X 08JL Lid	1.564	2.10	\$ 15.64	\$ 21.00	34%
50/20/1000	DA A 04J6 Dart Cup	1.253	1.80	\$ 25.06	\$ 29.50	18%
100/10/1000	DA X 06JL Lid	1.564	1.96	\$ 15.64	\$ 19.60	25%
50/20/1000	DA A 08SJ20 Dart Bowl	2.163	2.48	\$ 42.06	\$ 49.50	18%
100/10/1000	DA X 20JL Lid	2.439	2.96	\$ 24.39	\$ 29.60	21%
200/cs	SN 223 Carryout Food Tray	0.1445	14.45	\$ 28.90	\$ 28.90	0%
500/cs	61405 Clearshield/Polar Wrapped KFS	0.073	0.073	\$ 36.50	\$ 36.50	0%
6000/cs	W.S. 2042 Wisco Tissue Napkin, Lunch	3.0833	3.5833	\$ 37.00	\$ 43.00	16%
6/1000/cs	(704) 320004 McNairn Sandwich Bag	20.186	20.00	\$ 121.12	\$ 120.00	-1%
500/bale	NA 08 Duro #8 Brown Bag	13.94	22.50	\$ 13.94	\$ 22.50	61%
1000/cs	NA 6PWC 6in. Foam Plate (Dart)	3.0375	3.5625	\$ 24.30	\$ 28.50	17%
200/cs	BB 47X Trash Liner Waverly Plastics	0.1904	0.4464	\$ 38.08	\$ 44.64	17%
250/cs	S334022 Trash Liner Waverly Plastics	1.56	0.4464	\$ 39.02	\$ 44.64	14%
16/250	4307 Multi-fold Towels	1.59375	1.59375	\$ 25.50	\$ 25.50	0%
30/cs	40TAO16 Max Dri Paper Towel	0.859	1.00	\$ 25.77	\$ 30.00	16%
6/cs	AG 120 Bleach	1.48	2.766	\$ 8.88	\$ 16.60	87%
96 rolls	150-500 DL 2-ply Toilet Tissue	0.4531	0.45927	\$ 43.50	\$ 44.09	1%
12,000/cs	CO 1282 Clearshield Wrapped Straws	1.9792	2.489	\$ 47.50	\$ 59.75	26%
10/1000/cs	IP 8600-M Impact Plastics Gloves	0.78	1.05	\$ 7.80	\$ 10.50	35%
10/1000/cs	IP 8600-L Impact Plastics Gloves	0.78	1.05	\$ 7.80	\$ 10.50	35%
10/1000/cs	IP 8600-XL Impact Plastics Gloves	0.78	1.05	\$ 7.80	\$ 10.50	35%
250	Aluminum Tray with Lid	0.28956	0.56	\$ 71.38	\$ 140.00	96%
4/250	Standard coffee filters	2.245	13.76	\$ 8.98	\$ 13.76	53%
2000	Sugar packets	14.50	15.12	\$ 14.50	\$ 15.12	4%
1000	Creamer packets	16.50	16.75	\$ 16.50	\$ 16.75	2%
800	Equal packets	12.50	14.00	\$ 12.50	\$ 14.00	12%
1500	Sweet-n-Low packets	16.50	16.75	\$ 16.50	\$ 16.75	2%
1000	Splenda packets	24.98	26.92	\$ 24.98	\$ 26.92	8%
1000	Salt packets	3.84	3.84	\$ 3.84	\$ 3.84	0%
1000	Pepper packets	5.55	4.50	\$ 5.55	\$ 4.50	-19%
4 gal	Dish Soap		8.00	\$ 20.00	\$ 32.80	64%
Materials total:				\$ 854.03	\$ 1,038.76	23%