

MINUTES FOR SEPTEMBER 21, 2015
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

CONVENE

Chairman Napier called the regular session of the Cherokee County Board of Commissioners (The Board), to order and led all in attendance in the Pledge of Allegiance at 9:00 AM on Monday, September 21, 2015 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 W Maple St., Columbus, Kansas. Commissioners Charles Napier, Pat Collins, Robert Myers, and County Clerk Rodney Edmondson were present.

Members of the press present: Larry Hiatt, Machel Smith, and Jordan Zabel

A motion was made by Commissioner Collins to approve the Minutes of the BOCC Meeting for September 14, 2015. The motion was seconded by Commissioner Myers. The motion carried 3-0.

A motion was made by Commissioner Myers to appoint Commissioner Napier as the Certified Voting Delegate, and Commissioner Collins as the Alternate for Cherokee County at the Annual Meeting of KCAMP to be held on Wednesday, November 4, 2015. The motion was seconded by Commissioner Collins. The motion carried 3-0.

Jeff Scott - Citizen

He appeared before the Board regarding county owned property on Watermelon Ln. that is overgrown and not being taken care of. The property is being leased by a Mr. Winger that has recently been sent to prison. Mr. Scott owns the property next to it and he would like to obtain the lease so he can get the property cleaned up. The Board will have counsel take a look at the lease and do what they can to help. Mr. Scott can be reached at 417-438-4612.

Leonard Vanatta - County Road Supervisor

Gene Langerot - County Lot Supervisor

They appeared before the Board on routine county road business.

Rhonda Herrenbruck appeared before the Board requesting a stop sign at 30th and SE Greenlawn Rd. Her sons were involved in an accident at that intersection recently. This is the second accident at that intersection within the past few months. There are no traffic controls at that intersection. Leonard recommends stopping the east and west traffic. The Board will get with counsel regarding a resolution.

Leonard stated that the bridge letting for the project on 50th and SE Quaker Road is set for this Wednesday.

A motion was made by Commissioner Napier to recess for 10 minutes. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 9:44 AM.

The meeting reconvened at 9:54 AM.

Brad Reams - Columbus City Administrator

He appeared before the Board to propose an Inter-local Agreement between the City of Columbus and Cherokee County for Equipment Maintenance and Repair Service. They do not have a diesel mechanic and currently have to send their heavy equipment out for repairs. Since the county has a diesel mechanic, they would like the Board to consider an agreement to do heavy equipment repairs. The initial agreement would be for two years and estimated at 20 hours per month. He provided a written draft of a proposal.

The Board asked Mr. Reams to provide a list of equipment that would be covered under the agreement. They took the request under advisement and will consult with counsel and with county lot personnel.

Mr. Reams expressed his appreciation for the assistance provided by the county in asphaltting the streets of Columbus, as well as other departmental cooperation that he has received.

A motion was made by Commissioner Collins to enter an Executive Session with the Board for a period of 15 minutes for the purpose of Non/Elected Personnel. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 10:25 AM.

The meeting reconvened at 10:40 AM.

No action was taken as a result of the Executive Session.

Commissioner Myers stated that he has spoken with Mr. Barrett regarding the upcoming tax foreclosure sale that he is researching. Mr. Barrett told him that he will check with the title company regarding their research and report back to the Commissioners directly. At this time Mr. Barrett didn't see a need for any additional assistance with the research.

A motion was made by Commissioner Collins to amend the agenda for Paul Rogers from 11:00 AM to 10:52 AM. The motion was seconded by Commissioner Myers. The motion carried 3-0.

Paul Rogers - Citizen

He appeared before the Board regarding the Senior Services of Southeast Kansas, Inc. and their Notice of Inability to perform in providing meals to qualified citizens. He provided an update on the Columbus area churches program that provides free lunches in the area. He stated that they are trying to get qualified as a distribution site as well. He provided a document from the SEK Area Agency on Aging stating that they will make other arrangements for the meals program after September 30, 2015. Mr. Rogers stated that he would like to submit a proposal for a frozen meal program for area citizens. He would also like to be notified if the SEKAAA is coming before the Board with a program or request for funding.

Nathan Coleman - County Counselor

He appeared before the Board regarding legal matters concerning Cherokee County.

The Board asked Mr. Coleman to review the Inter-local Agreement from the City of Columbus. They also asked him to prepare a termination notice of the lease on Watermelon Ln. and to prepare a stop sign resolution for 30th & SE Greenlawn Rd. stopping the east and westbound traffic.

A motion was made by Commissioner Collins to enter an Executive Session with the Board and Mr. Coleman for the purpose of Attorney/Client Privilege for a period of 10 minutes. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 11:11 AM.

The meeting reconvened at 11:21 AM.

A motion was made by Commissioner Collins to enter an Executive Session with the Board and Mr. Coleman for the purpose of Attorney/Client Privilege for another 10 minutes. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 11:22 AM.

The meeting reconvened at 11:32 AM.

A motion was made by Commissioner Collins to enter an Executive Session with the Board and Mr. Coleman for the purpose of Non/Elected Personnel for a period of 15 minutes. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 11:33 AM.

The meeting reconvened at 11:48 AM.

No action was taken during the Executive Sessions.

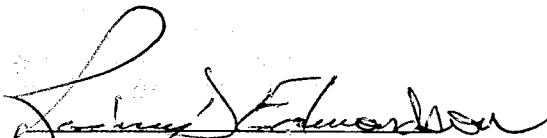
A motion was made by Commissioner Collins to enter an Executive Session with the Board, Ralph Houser, and Kori Thomas for the purpose of Non/Elected Personnel for a period of five minutes. The motion carried 3-0 at 11:50 AM.

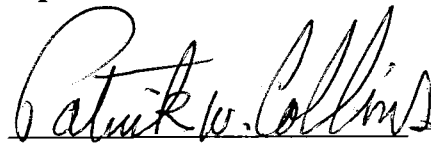
The meeting reconvened at 11:55 AM.

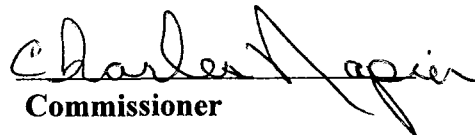
No action was taken during the Executive Session.

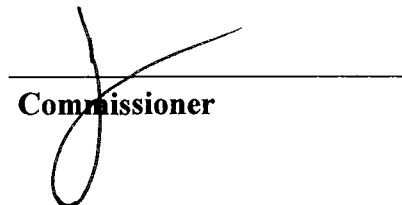
Commissioner Collins made a motion to adjourn until the next regularly scheduled meeting set for September 28, 2015 at 9:00 AM. The motion was seconded by Commissioner Myers. The motion carried 3-0 at 11:56 AM.

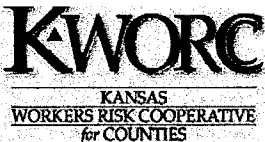
ATTEST: Resolved and ordered this 28th day of September, 2015


Cherokee County Clerk


Commissioner


Commissioner


Commissioner



CERTIFICATION OF VOTING DELEGATE AND ALTERNATE TO KWORCC ANNUAL MEETING

For the upcoming annual meeting on Wednesday, November 4, 2015 at 5:00 PM, we ask that you identify the delegate and alternate for your County. This will enable your County to be represented and to vote at the meeting. **The delegate and alternate must be an elected official from your County.**

Please return this form to the attention of KWORCC Administrator, James W. Parrish, 700 SW Jackson Street, Suite 200, Topeka, Kansas 66603, postmarked by Friday, October 9, 2015. Or FAX the completed form to (785) 233-5440 on or before Friday, October 9, 2015.

If you have questions or otherwise wish to discuss this matter, please call Jim, Dortha or Carl toll-free: 1-877-357-1069. Your participation is needed and greatly appreciated.

Date: 9/15/15

Pat Collins
Name (please print)

Commissioner
Position

has been named voting delegate for Cherokee County at the KWORCC 2015 annual meeting and any special meeting(s).

And, Charlie Napier
Name (please print)

Commissioner
Position

has been named Alternate for said purposes.

The undersigned hereby certifies that the foregoing delegates have been appointed by the Board of County Commissioners.

Charlie Napier
Chairman of the Board of Commissioners

ATTEST:

[Signature]
County Clerk



MEMO

TO: Cherokee County Commissioners
FROM: David Luke
DATE: September 14, 2015
RE: KCAMP ANNUAL MEETING

The annual meeting of KCAMP will be held Wednesday, November 4, 2015, at 5:30 p.m. at the Hyatt Regency Hotel, Wichita, Kansas, in the Eagle FGH Ballroom.

Enclosed please find:

1. Certified Voting Delegate and Alternate Form for KCAMP
2. Meeting Agenda
3. 2014 Annual Meeting Minutes

In accordance with the Bylaws, the voting delegate and alternate must be an elected county official and must be appointed for a period of not less than one year. Please select a voting delegate and alternate. PLEASE NOTE YOU MUST COMPLETE THE FORM FOR KCAMP. KWORCC WILL MAIL YOU THEIR OWN VOTING FORM.

If this form is not returned the voting delegates from last year will stand.

Please return the Voting Delegate Form to me by October 16, 2015.

If you have any questions please do not hesitate to call me.

Thank you for your prompt attention to the enclosed.

P.O Box J
1 W. Ash
Chanute, Kansas 66720
620-431-2980
Fax 620-431-2988



Serving:

Allen
Bourbon
Cherokee
Crawford
Labette
Montgomery
Neosho
Wilson
Woodson

September 9, 2015

Senior Services of Southeast Kansas, Inc.
ATTEN: Board of Directors
Coffeyville, KS
Re: Title III-C(1) & (2) Meals Program

Dear Mr. Weidert, Chairman:

This letter is in response to the Senior Services of Southeast Kansas, Inc. (SSSEK) August 26, 2015 Notice of Inability to Perform. We understand that SSSEK is financially unable to continue to provide Title III-C(1) & (2) meals to the elderly in PSA-05 pursuant to its grant/contract with the Southeast Kansas Area Agency on Aging, Inc. (SEK-AAA). Consider this letter acceptance of your surrender of the FY-2016 grant/contract. SEK-AAA will make other arrangements for the meals program after September 30, 2015.

In order to minimize disruption to the meals program and harmful impact on the elderly in PSA-05, SEK-AAA requests your assistance and cooperation in closing out the FY-2015 grant/contract. This will include coordinating notice of this change to the elderly, SSSEK staff, and other interested parties, and inventory of all meals program equipment, property and records and turn over of the same to the new meals program provider. It is likely that a substantial number of SSSEK current staff may be asked to continue on a temporary or permanent basis with the meals program with the new provider, and we request that you refrain from simply giving all of your staff termination notice without coordinating the same with SEK-AAA. In addition, SEK-AAA may elect to continue with some current meal site and kitchen locations, and we request that you refrain from giving landlords notice of surrender of such locations without coordinating the same with SEK-AAA.

We look forward to working with SSSEK to promptly close-out the grant/contract.

Cynthia Lane

Cynthia Lane
Executive Director,
SEK-AAA

Cc: Kurt Kluin, Lawyer
Stacy Dickerhoof - Program Manager
Susan Perry - Fiscal Director
Issac Brown - Director of Senior Services

**Board of Directors
Senior Services of Southeast Kansas
Coffeyville, KS**

**SEK Area Agency on Aging
P.O. Box J
Chanute, KS 66720**

August 26, 2015

RE: Notice of Inability to Perform at Current Funding Levels and Notice of Our Intent to Suspend and or Terminate Meal Service Pending our Ability to Liquidate Overdue Debt Obligations on KDADS Meal Service Grant #15-05-3C(1)/3C(2)

The August 18th 2015 Senior Services board monthly review of meal service and transportation operations revealed an accounts payable(A/P) balance of \$186,593.87 as of 31 July 2015 of which \$50,480.56 is more than 90 days past due. \$128,404 is owed to our principal supplier; Springfield Grocers. This report is indicative of a loss greater than \$200,000 on FY2015 operations. Our last audited financial position showed an "Unrestricted Asset Balance of \$98,936.96 as of September 30, 2014.

Springfield Grocers has offered to extend credit at 6% for the overdue amounts which would permit us to continue operations until FY2016 federal and state funds become available. However, reduction in contract costs is required to stop the growth of debt! On August 26, 2015 our board voted unanimously to suspend meal operations on September 30th, 2015, absent a favorable operating report indicating that cost savings from the Frozen Meal Program commenced on August 3rd, will permit us to operate at currently anticipated funding levels; or, SEK AAA, or other qualified funding source, provides assurance that they will cover current and future contract operating losses. Negotiation of a reduction in contract scope that will permit us to operate at anticipated funding levels will also be considered.

Our Board believes that the above action is both prudent and necessary to avoid incurring costs unauthorized and unanticipated by the SEK-AAA contract, and to avoid burdening our suppliers with bad debt or litigation costs.

We will advise you of our August 2015 operating results as soon as they become available. In the event we are unable to continue, we will be pleased to work with your staff on Grant close-out.

s/L. Weidert, Chairman (Neosho Co.)

s/Gary D Brennecke, Director (Labette Co) s/Glenda J C reason, Director (Allen Co)
s/Delores Albert, Director (Woodson Co) s/Paul D Rogers, Director (Cherokee Co)
s/J. Miller, Director (Montgomery Co)

Cc: Neil Phillips

LEASE AGREEMENT

1. This LEASE AGREEMENT is hereby made between the Board of County Commissioners of Cherokee County, Kansas, (hereinafter referred to as "Lessor"), and Edmond Lee Wininger, (Hereinafter referred to as "Lessees"), wherein Lessor shall lease to Lessees, under the following terms and conditions, the premises located in Cherokee County, Kansas, legally described as follows:

Beginning at the Northwest Corner of said Lot Thirty-one (31) , Amended Scott's Third Addition, being a portion of the Southeast Quarter (SE/4) of Section Twenty-nine (29), Township Thirty-four (34) South, Range Twenty-five (25) East of the Sixth Principal Meridian, Cherokee County, Kansas, according to the United States Government Survey thereof, thence South Seventy-two (72) degrees Twenty-six (26) minutes Thirty-nine (39) seconds East One hundred forty-six and seventy-five hundredths (146.75) feet, thence South Fifty-one (51) degrees Ten (10) minutes Twenty-eight (28) seconds East Ninety-six and sixty hundredths (96.60) feet, thence North Twenty-nine (29) degrees Seventeen (17) minutes Eleven (11) seconds East Three hundred twenty-nine (329.0) feet, thence North Sixty-seven (67) degrees Seven (07) minutes Ten (10) seconds West Two hundred forty and forty-five hundredths (240.45) feet, thence South Twenty-nine (29) degrees Seventeen (17) minutes Eleven (11) seconds West Three hundred sixteen (316) feet to the point of beginning, SUBJECT to a Twelve (12) foot roadway easement as it exists in the South end thereof, EXCEPT, Commencing at the Northwest corner of said Lot Thirty -one (31), being a portion of said Southeast Quarter (SE/4) of said Section Twenty-nine (29), thence South Seventy-two (72) degrees Twenty-six (26) minutes Thirty-nine (39) seconds East One hundred forty-six and seventy-five hundredths (146.75) feet to the point of beginning, thence South Fifty-one (51) degrees Ten (10) minutes Twenty-eight (28) seconds East Ninety-six and sixty hundredths (96.60) feet, thence North Twenty-nine (29) degrees Seventeen (17) minutes Eleven (11) seconds East, Three hundred twenty-nine (329.0) feet, thence North Sixty-seven (67) degrees Seven (07) minutes Ten (10) seconds West One hundred twenty (120) feet, thence Southwesterly to the point of beginning.

2. The term of this lease shall be for three (3) years. Upon the lease expiration, the Lessees shall return to Lessor all keys to the premises. The lease hereunder will be terminated upon Lessor providing notice to Lessees to vacate such premises, and in such event, Lessees shall have no more than 30 days to

vacate the premises, unless such period allowed to Lessees to vacate is extended by Lessor, in writing. Lessor need not show cause to terminate this lease, and may so terminate this lease with its sole discretion.

3. Lessees shall pay the Lessor annual rent of \$1.00 payable in advance upon the execution of this lease. Payment shall be made to: Cherokee County, Kansas.

4. Any utilities to the premises shall be paid promptly by Lessees. Lessor shall not be responsible for the payment of any utilities contracted for by Lessees. Utilities may be supplied to the lease premises only after written consent of the Lessor. Lessees shall be solely responsible for the costs of the supplying of any such utility.

5. Lessees shall make no alterations to any building or land leased herein without the prior written consent of Lessor. In the event written permission is given by Lessor, no alteration, addition, modification, or other attachment shall thereafter be removed by Lessees upon termination of this lease.

6. In the event the Lessor defaults in any of the terms and conditions of this lease, the Lessees shall give the Lessor a notice to cure and the Lessor shall have 10 days from the receipt of such notice to effect a cure. But upon the Lessor's failure to cure, the Lessees shall have no right to bring a proceeding for specific performance, and shall be entitled to only the return of a prorated share of the annual lease paid for the existing lease term. Such prorated payment to be returned to the Lessees by the Lessor shall be determined by dividing the number of days passed during the current lease term by 365, and applying such percentage, rounded to tenths, to the total lease payment.

7. It is agreed that all notices to cure shall be deemed given at the time the notice is placed in the United States Mail, and all calculation of time within which a party has to cure shall be made from the time of placing such notice in the mail. Such notice shall be sent by certified mail properly addressed to the Board of County Commissioners of Cherokee County, Kansas, when Lessees shall send notice.

8. The Lessees who sign this lease agreement shall be entitled to usage of the property. Lessees shall not be permitted charge any person or entity a fee or rent related to the usage of the property.

The premises are also leased subject to the following conditions:

a. All conditions stated in the deed exhibiting current ownership of the Property in Cherokee County, Kansas, recorded in the office of the Cherokee County, Kansas, Register of Deeds. These conditions include, but are not limited to the following: 1.) the premises shall remain in public ownership; 2.) the premises shall only be used for purposes consistent with sound land management and use, as these terms are defined in Title 44, Code of Federal Regulation, Section, 206, as it now appears or may be hereafter amended; 3.) the premises will only be used for open space purposes.

b. No structure or improvement shall be erected upon the premises by the Lessees. Lessees shall erect no structure or improvement in violations of any deed restrictions in the deed or deeds from which Lessor derived its title of ownership.

Failure to do abide by these conditions shall constitute a breach of this lease agreement.

9. The Lessees agree to do the following:

a. Keep that part of the premises that such Lessees occupy and use as clean and safe as the condition of the premises permits;

b. Remove from the leased premises all ashes, rubbish, garbage, and other waste in a clean and safe manner and promptly after the usage thereof;

c. Be responsible for any destruction, defacement, damage, impairment or removal of any part of the premises caused by an act or omission of the Lessees or by any person or animal or pet on the premises at any time with the express or implied consent of the Lessees;

d. Obey all laws and ordinances of the United State, the State of Kansas, and the local governmental authorities with respect the possession and usage of the premises;

e. Lessees shall notify the Lessor promptly of any damage caused by the Lessees, Lessees's invitees, family, pets, or animals, to the lease premises.

10. Lessees shall not sublease nor assign this lease agreement or any rights thereunder.

11. Lessor shall have the right to enter the leased premises at any time with or without notice to the Lessees in order to inspect the premises, make necessary repairs, decorations, alterations, or improvements. Lessor may further enter the dwelling unit without the consent of Lessees in the event of an extreme hazard involving the potential loss of life or severe property damage to property of Lessor, Lessees or other person residing in or upon the premises.

12. No oral agreements or representations by the Lessor or Lessees shall be binding on either party. This written LEASE AGREEMENT constitutes the full agreement of the parties, and there are no other agreements.

13. At the expiration of the terms or any extensions thereto, Lessees shall surrender the premises in as good a condition as it was at the beginning of the term, reasonable wear and tear, damage not occasioned by the act or omission of Lessees, its agents, employees, and invitees, excepted.

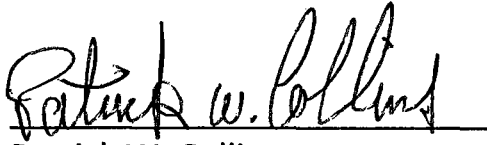
14. Lessor shall not be liable for injury or damage to person or property occurring on the lease premises unless caused by or resulting from the negligence from the Lessor or its agents in the operation or maintenance of the leased property.

15. In the event that the leased property or any part thereof is taken by eminent domain, the lease shall be deemed to terminate on the date of the taking. Rent shall be prorated as of said date.

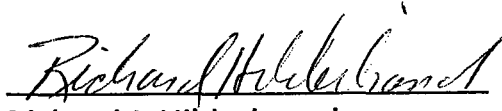
16. The laws of the state of Kansas shall govern the validity, performance, and enforcement of this lease. The parties agree that this lease is the entire agreement between the parties and no earlier statements or prior written matter have any force and effect. Neither party is relying on any representations or agreements other than those contained in the lease. In the event that any portion of this lease shall be declared invalid by a court of competent jurisdiction, the parties agree that the remaining terms and provisions of this lease shall remain in full force and effect. "Lessees" is hereby substituted for the term "Lessee" whenever this lease is signed below by more than one person or entity leasing the

premises described herein, and all necessary subject-verb agreement between Lessees and the subject verb is to be implied and substituted into this document. This lease shall be effective upon the date of the last signature thereto.

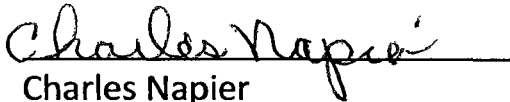
By their signatures below the Lessor and Lessees acknowledge that they have read this contract and all of its terms and conditions were explained to their satisfaction. This contract shall be binding on the heirs and assigns of the parties hereto.



Patrick W. Collins
County Commissioner

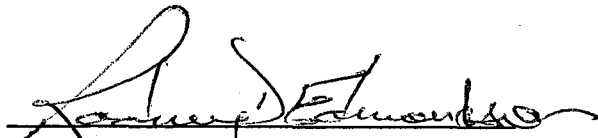


Richard J. Hilderbrand
County Commissioner



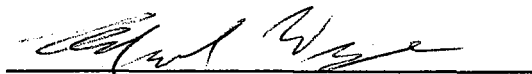
Charles Napier
County Commissioner

ATTEST:



Rodney Edmondson
County Clerk of Cherokee County,
Kansas

Lease approved by the Board of
County Commissioners on
Date: 9-15-2014



Edmond Lee Winger, Lessee
Address: 7040 SE Waterman Ln
Galena KS 66739
Date: 9-3-14

**INTERLOCAL AGREEMENT FOR
EQUIPMENT MAINTENANCE AND REPAIR SERVICE**

THIS AGREEMENT is entered into by and between CHEROKEE COUNTY, a political subdivision of the State of Kansas (hereinafter referred to as the "County"), and the City of Columbus, a municipal corporation of the State of Kansas (hereinafter referred to as the "Agency"). In consideration of the mutual promises contained in this Agreement and the mutual benefits to result there from, the parties agree as follows:

1. Purpose and Scope of Services. The purpose of this Agreement is to make available to the Agency equipment maintenance/repair service performed by the County, or under contracts entered into by the County, pursuant to the authority contained in K.S.A. 12-2904. The County shall provide mechanical maintenance/repair service for vehicles/construction equipment owned by the Agency as listed in Exhibit "A", which is attached hereto and incorporated herein by this reference. Additional Agency equipment may be repaired by the County as agreed in writing by the Administrators of this Agreement identified below.
2. Scheduling Work. Whenever the Agency desires to use the County services to undertake repair of Agency vehicles, the Agency shall notify the County's Shop Supervisor for scheduling the work. To the extent the Agency vehicles are in need of scheduled maintenance or unscheduled repair, such maintenance and/or repair will be provided on an "as needed" basis at the County's Shop Supervisor's discretion with emergent repairs being undertaken as soon as reasonably possible. The Agency is guaranteed 20 hours of repair time minimum per month.
3. Transportation. The Agency shall provide for transportation of vehicles/construction equipment to and from the County service location. In situations where the vehicle/equipment is inoperative, the County's Shop Supervisor will determine whether the vehicle/equipment shall be towed to the County location or repaired at the Agency location.
4. Maximum Cost For Repairs--Extent of Work. The cost for each repair work order shall not exceed Two Hundred and no/100 Dollars (\$200.00) without consultation by the County with the Agency. The Agency Administrator, named below, will advise the County whether or not to proceed with specified repairs identified for

particular vehicle/equipment when charges exceed the above amount. Equipment repair estimates provided by the County are exactly that, estimates; if repair costs are estimated to exceed the original estimate provided by over \$100, the County will contact the Agency for permission to proceed with repairs.

5. Standard Specifications and Preventive Maintenance Schedule. Whenever the County has standard specifications in place for supplies or services requested by the Agency, the County shall use such specification in replacing parts and/or performing services requested. The County's Preventive Maintenance schedule shall be used for Agency equipment.
6. Service Location. Services on Agency vehicles shall be performed at the County's Everett location unless specific circumstances warrant the use of other necessary locations.
7. Wage Requirements. The County shall conduct the service in compliance with County wage requirements. Rates may vary in years subsequent to the initial year of this Agreement based upon the actual cost to the County and as provided in a written annual letter of notification to the Agency issued pursuant to subsection 7.1.d. of this Agreement.

7.1. Compensation. Compensation for services rendered during the initial and extension terms of this Agreement shall be based on rates approved annually through the Cherokee County Council budget process and formally distributed by December 1st of the calendar year.

a. County inventory parts shall be supplied at cost + 10% for services provided in calendar year 2016 to 2018, and, if applicable, any extended term.

b. During calendar year 2016, County labor shall be provided at a cost of Seventeen Dollars (\$17.00) per hour for passenger car/light-duty vehicle repair services provided in calendar years 2016 to 2018; Seventeen and 50/100 Dollars (\$17.50) per hour for heavy truck and equipment repair services provided in calendar years 2016 to 2018; and Seventeen and 00/100 Dollars (\$17.00) per hour for small power equipment repair provided in calendar years 2016 to 2018.

Equipment categories are further defined as follows:

- "Small Power Equipment" = small gasoline or diesel powered equipment; portable equipment such as chainsaws, weed-eaters, backpack blowers, water pumps, generators, and lawn mowers. This class would typically include small garden tractors and riding lawn mowers.

- "Light Equipment" = Automotive/Light Duty – Passenger cars, police cars and pickup trucks up to 1-ton category (Ford F350 equivalent).
- "Heavy Equipment" = Trucks above 1-ton category (F450 equivalent and above) and including dump trucks, vactor trucks, street sweepers, backhoes, aerial lift "bucket" trucks, road graders, snow removal equipment, and other municipal heavy equipment, usually diesel powered.

c. Vendor repairs shall be provided at County cost plus labor for transporting to and from vendor at the light equipment County labor rate, and direct purchase parts shall be supplied at cost +5%.

d. Rates for years 2016 - 2018, and any extended term, based on rates approved annually through the Cherokee County Commissioners budget process. Cherokee County Fleet Management will submit a letter of notification to the Agency by December 1st of the year preceding the year for which the rates apply, notifying it of any changes in rates of compensation for parts, labor and vendor repair costs. Such new rates shall apply to all work performed for the Agency in the subsequent year.

7.2. Records. The County shall keep reasonably itemized and detailed records covering such costs, including all categories of items listed in this section, and shall render to the Agency at the close of each calendar month an itemized statement covering all categories of items.

7.3. Payment. The Agency shall pay the County for services rendered within thirty (30) days after receipt of the statement.

8. Term/Termination/Extension. This Agreement shall govern services rendered from January 1, 2016, through December 31, 2018 (initial term), PROVIDED, HOWEVER, that the term of this Agreement may be extended for one (1) additional five (5) year term, at the sole discretion of the County, by written notice from the County to the Agency, FURTHER PROVIDED, HOWEVER, that the County's obligations after December 31, 2015, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law].

9. Indemnification. The Agency shall hold harmless, indemnify, and defend, at its own expense, the County, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the City's or Agency's performance of this Agreement, including claims by the City's or Agency's employees, or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the County, its elected and appointed officials, officers, employees, or agents.

The County shall hold harmless, indemnify, and defend, at its own expense, the Agency, its elected and appointed officials, officers, employees, and agents from any loss or claim for damages of any nature whatsoever arising out of the County's performance of this Agreement, including claims by the County's employees or third parties, except for those losses or claims for damages solely caused by the negligence or willful misconduct of the Agency, its elected and appointed officials, employees, or agents.

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the COUNTY and the AGENCY, their officers, employees, and agents, each party's liability hereunder shall be only to the extent of their respective negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes both the County's and the City's or Agency's waiver to each other only, solely for purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

10. Insurance. The Agency is a member of a self-insured pool of municipal corporations that has at least \$1 million per occurrence combined single limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

The County maintains a fully-funded self-insurance program as defined in Cherokee County Code for the protection and handling of the County's liabilities, including injuries to persons and damage to property. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. The County agrees to be responsible for Agency vehicles while in the County's care, custody and control.

11. Warranty. The County will repair or replace without additional charge any defective workmanship or parts provided to Agency vehicles under general daily usage by Agency employees for up to ninety (90) days after the date the work order is closed.
12. Notices. All notices required to be given by any party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed as provided in this paragraph.

AGENCY:
City of Columbus Attn:
City Clerk

COUNTY:
Cherokee County
Fleet Management Division

13. Administrators. Administrators of this Agreement shall be (i) Cherokee County Fleet Manager _____; and (ii) Columbus Public Works Superintendent, Jim Burton
14. Jurisdiction. This Agreement has been made and shall be construed according to the laws of the State of Kansas. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Kansas in and for Cherokee County. The prevailing party in any litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.
15. Independent Contractor. The parties agree and understand that the County is acting hereunder as an independent contractor and no separate legal or administrative entity is created hereby. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be the employees and agents of the County and not the Agency. The County shall be solely liable to its personnel for salaries, wages, compensation and taxes arising out of the performance of this Agreement. The County's standards of performance and County personnel policies shall govern the performance of all persons performing work or services under this Agreement.
16. Severability. If any provision of the Agreement or its application to any person or circumstance is held to be invalid, such decision shall not affect the validity of the remaining portions of this Agreement or its application to other persons or circumstances.
17. Amendment. This Agreement may only be modified or amended in writing, signed by both parties hereto.

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18. Entire Agreement. This Agreement represents the entire agreement between the County and the Agency, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed by their official representatives this _____

CHEROKEE COUNTY

CITY OF COLUMBUS

By: _____

Approved As To Form:

ATTEST:

City Clerk

City Attorney

EXHIBIT A

AGENCY VEHICLE/EQUIPMENT LIST

2015 vehicle maintenance/repair service agreement

ID#	Equipment Description	VIN/Serial#	License
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