

Board of Crawford County Commissioners

# Commission Meeting Agenda

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM  
Girard, KS, **Friday, May 10, 2019, 10:00AM.**

- I. Meeting called to order**
  - a. Pledge of Allegiance
- II. Business from a previous meeting**
  - a. **Approval of consent agenda**
    - i. Consent agenda additions or deletions
      - 1. Approval of the **May 7, 2019** minutes of the Board of County Commissioners, and
      - 2. Authorizing the Chairman to sign the previous week's vouchers.
  - b. **Signing of motions from the previous meeting**

Motion 19	142	That the consent agenda be approved including: Approval of the May 3, 2019 minutes
Motion 19	143	To approve the Motion of Recommendation to approve a short plat to be known as "Vecino Loco" and to rezone the property from Agriculture to rural Residential and to include a variance of a fifty-foot right of way for the private road as recommended by the Crawford County Planning and Zoning Board
Motion 19	144	To approve the Proclamation proclaiming the week of May 19 <sup>th</sup> , 2019 through May 25 <sup>th</sup> , 2019 as Emergency Medical Services Week in Crawford County

- III. New Business**
  - a. Scheduled public hearings and opening of announced bids
  - b. Proclamations and orders of the Board
  - c. Messages from the Crawford County Local Board of Health
  - d. Messages from other governmental entities
  - e. Messages from elected officials
  - f. **Messages from appointed officials**
    - i. Mr. Troy Graham, Zoning Administrator presenting Resolution #2019-013.
    - ii. Sgt. Scott Tyrell, Crawford County Sheriff's Department presenting KDOT Highway Safety Project Agreement STEP
  - g. **Messages from the public**
    - i. Mr. Casey Brown, Catholic Charities Inc SEKS Program Director presenting a 2019 Kansas Emergency Solutions Grant Application
  - h. **New Business**
    - i. Mr. Pyle, County Clerk
    - ii. Mr. Emerson, County Counselor

## Board of Crawford County Commissioners

- iii. Chairman Moody, Commissioner
- iv. Mr. Johnson, Commissioner
- v. Mr. Blair, Commissioner

### **IV. Old Business**

#### **a. Old Business**

##### **i. Mr. Pyle, County Clerk**

- 1. Requesting approval of the April 2019 Clerk's Report.

- ii. Mr. Emerson, County Counselor
- iii. Chairman Moody, Commissioner
- iv. Mr. Johnson, Commissioner
- v. Mr. Blair, Commissioner

### **V. Future Business and Announcements**

#### **a. Future Business**

- i. **May 14, 2019 – 8:30 AM** Work Session to review and sign May mid-month bills and payroll vouchers.
- ii. **May 14, 2019** – Ms. Rebecca Adamson Crawford County Health Officer discussing measles outbreak.
- iii. **May 17, 2019** – Opening bids on chip & seal oil.

#### **b. Announcements**

- i. **May 16, 2019** – 2019 Pittsburg Area Chamber of Commerce Annual Banquet at 7:00 PM at the Crimson and Gold Ballroom, Overman Student Center, Pittsburg State University. All three Commissioners may be in attendance.
- ii. **June 3, 2019 – 12:00 Noon** Filing Deadline for candidates for the 2019 City/School General Election

### **VI. Motion for adjournment**

Individuals who wish to have their name listed on the official meeting agenda should please call the County Clerk's Office (620-724-6115) by 12:00 p.m. on the day preceding the meeting at which they wish to appear. Individuals are welcome to appear without their name on the agenda. Advance notification simply makes it easier for the County Clerk's Office to prepare the agenda. Thank you. If you are an individual with special needs, please contact the County Clerk's Office in advance of your attendance at the meeting so any necessary arrangements can be made.

**BOARD OF COUNTY COMMISSIONERS  
CRAWFORD COUNTY, KANSAS**

**Resolution 2019-013**

WHEREAS, a petition has been filed by Patrick Crossland, 1161 E. 530<sup>th</sup> Ave, Pittsburg, Kansas to accept and grant the proposed development to be known as "Vecino Loco" and to accept and grant the amendment of Zoning from Agriculture to Rural Residential for the proposed development. This development would be in accordance with the current Subdivision Regulations for Crawford County, Kansas. The legal description of the property would be:

A tract of land located in a portion of the Government Lot 2 of Section 2, Township 31 South, Range 25 East of the 6th P.M., Crawford County, Kansas, being more particularly described as written by Rodney R. Zinn, LS 1559, February 6, 2019: Commencing at the Northwest corner of Government Lot 2 of Section 2; thence N 87°53'04" E, along the North line of Lot 2, a distance of 530.00 feet to the Northeast corner of a tract of land described in Deed Book 586 at Page 113 for the Point of Beginning; thence continuing N 87°53'04" E, along said North line, a distance of 373.59 feet to the East line of a tract of land described in Deed Book 604 at Page 374; thence S 02°06'56" E, along said East line, a distance of 454.99 feet to the Southeast corner thereof; thence N 87°53'05" E, along the South line of a tract of land described in Deed Book 633 at Page 735 a distance of 438.78 feet to the East line of Government Lot 2; thence S 01°48'08" E, along said East line, a distance of 837.52 feet to the Southeast corner thereof; thence S 87°35'16" W, along the South line of Government Lot 2, a distance of 1122.13 feet; thence N 01°55'31" W, along a line parallel to and 220 feet East of the West line of Government Lot 2, a distance of 549.82 feet to the Southeast corner of a tract of land described in Deed Book XXXX at Page XXX; thence S 88°05'45" W, along the South line of the tract, a distance of 45.01 feet to the Southwest corner thereof; thence N 01°55'31" W, along the West line of the tract, a distance of 244.89 feet to the Northwest corner thereof; thence N 87°53'04" E, along the North line and the extension thereof, a distance of 355.03 feet; thence N 01°55'31" W, a distance of 503.44 feet to the Point of Beginning. Containing 25.485 acres, including those portions used for county road right-of-way purposes.

WHEREAS, as a result of the public hearing conducted on April 18, 2019, the Crawford County Planning and Zoning Board did recommend approval for the amended zoning change. The recommendation is based on the following:

- a. The character of the neighborhood.
- b. The zoning uses of nearby properties.
- c. The conformance of the requested change follows the county's comprehensive plan.

WHEREAS, on May 7, 2019, the Crawford County Zoning Administrator presented recommendation for the amended zoning from the Crawford County Planning and Zoning Board to the Board of County Commissioners.

WHEREAS, the undersigned members of the Board of County Commissioners, upon review of the minutes of the aforementioned public hearing, do hereby approve the development to be known as "Vecino Loco."

WHEREAS, the undersigned members of the Board of County Commissioners, upon review of the minutes of the aforementioned public hearing, do approve the zoning change from Agriculture to Rural Residential.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Crawford County, Kansas;

Section 1: Based on a review of the record submitted by the Planning and Zoning Board, the above described property meets the criteria as set forth in the current Subdivision Regulations for a new subdivision to be known as Vecino Loco.

Section 2: Based on a review of the record submitted by the Planning and Zoning Board, the above described property meets the criteria for a zoning change and therefore will be amended from Agricultural to Rural Residential.

Section 3: The official zoning maps and records for Crawford County, Kansas, shall be amended to reflect the change approved in Section 1 and Section 2 above.

Section 4: This resolution will take effect upon its signing and publication in the legal section of the official county newspaper.

ADOPTED, APPROVED AND GIVEN by the Board of County Commissioners, under our hands at the courthouse in Girard, Crawford County, Kansas, on this 10<sup>th</sup> day of May, 2019.

Attest:

\_\_\_\_\_  
Don Pyle, County Clerk

\_\_\_\_\_  
Tom Moody, Chairman

\_\_\_\_\_  
Bruce Blair, Member

\_\_\_\_\_  
Jeremy Johnson, Member

**KANSAS DEPARTMENT OF TRANSPORTATION**  
**HIGHWAY SAFETY PROJECT AGREEMENT WITH A GOVERNMENT AGENCY**  
**Special Traffic Enforcement Program (STEP)**

**PARTIES:**

Richard Carlson, Secretary of Transportation  
 Department of Transportation for the State of Kansas  
 Eisenhower State Office Building  
 700 SW Harrison Street  
 Topeka, KS 66603-3754

Hereinafter, referred to as the "Secretary."

**and:**

**Sheriff Danny Smith**  
**Crawford County Sheriff's Office**

Hereinafter, referred to as the "Project Agency."

Collectively, referred to as the "Parties."

**PURPOSE:**

To promote the reduction of serious and fatal injury on Kansas roads. This highway safety project agreement is identified by the contract number and city or county listed above, and hereinafter referred to as the "Project." The Project is further described in the Special Traffic Enforcement Program (STEP) Fact Sheet, available from KDOT, 785-296-3618.

**EFFECTIVE DATE:**

The Parties shall be mutually obligated to perform in accordance with this Agreement as of: **October 1, 2018**

**TERMS OF THE AGREEMENT**

**Article I - THE SECRETARY AGREES:**

1) To reimburse the Project Agency for the added salary expense incurred in the performance of this Project Agreement. This first year amount is:

**\$6,000**

If this agreement is for two or more years, subsequent annual amounts will be reimbursed to the Project Agency through the annual Notice-to-Proceed letter mailed to the above named official prior to the beginning of the subject year.

2) To reimburse the Project Agency for approved expenses not more than 30 days following receipt of required time sheets, invoices, and other accounting documents and activity reports.

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**Article II - THE PROJECT AGENCY AGREES:**

1) To furnish the necessary personnel, facilities, and such other professional services as may be required to perform additional law enforcement activities directed at non-compliance with Kansas traffic laws - especially in the areas of occupant restraint, DUI, speed, and distraction - in accordance with Kansas' current Highway Safety Plan and the STEP requirements detailed in the STEP Fact Sheet referenced above.

2) To promptly begin the Project upon receipt of Secretary's written Notice-to-Proceed.

3) To complete the Project by: **September 30, 2021**

4) That the agency has and operates under, or will have in place within one year, a policy which requires employees to comply with stipulations of the Kansas Safety Belt Use (K.S.A. 8-2503) and Child Passenger Safety (K.S.A. 8-1344) Acts when engaged in official travel by public or private vehicle. A model policy is available from KDOT (785-296-3618) upon request.

5) That it is reasonable for KDOT to expect an average of at least two (2) enforcement contacts (stops) per reimbursed hour of enforcement by the Project Agency over the term of each STEP year (Oct 1-Sep 30).

- 6) To prepare and deliver to the Secretary during and upon completion of the Project all reports as required by the Secretary.
- 7) To pay actual project costs prior to submitting any reimbursement claim to the Secretary. After the added salary costs have been incurred, the Project Agency shall submit reimbursement invoices to the Secretary.
- 8) Funds provided under this Agreement shall not supplant any salary expenditure provided for by the Project Agency's current budget.
- 9) The services to be performed by the Project Agency are personal and cannot be assigned, sublet, or transferred without consent of the Secretary.
- 10) To maintain accounting records, which shall be made available at all times during the agreement period and for five (5) years from the date of the final payment. The Secretary shall have access to the premises to review and inspect the work and related records. Arrangements for all reviews and inspections by the appropriate federal agency shall be made by the Secretary.
- 11) Upon request from the Secretary, the Project Agency shall supply progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- 12) All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). Further, the Project Agency agrees to the following provisions:
  - a) It is the policy of the Secretary to make any final payments to the Project Agency for services related to the Highway program in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and specifically the requirements in Subpart F, 2 C.F.R. §200.500 et seq. require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 et seq.
  - b) The Secretary may pay any final amount due for the authorized work performed based upon the Project Agency's most recent Single or Program Specific Audit Report "(Audit Report)" available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The Project Agency, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The Project Agency agrees to refund payment made by the Secretary to the Project Agency for items subsequently found to be not eligible for reimbursement by audit.
  - c) If the Project Agency is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or NHTSA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or NHTSA for an audit, the Project Agency will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the Project Agency for items considered Non-Participating Costs, the Project Agency shall promptly reimburse the Secretary for such items upon notification by the Secretary.
- 13) If they have not already done so, the Project Agency shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc (D & B) by telephone (currently 866-705-5711) or the Internet (currently <http://fedgov.dnb.com/webform>).
- 14) The Project Agency agrees it shall maintain current registrations in the System for Award Management (<http://www.sam.gov>) at all times during which they have active federal awards.

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### **Article III - THE PARTIES AGREE:**

- 1) Disputed matters arising under this Agreement that are not mutually resolved, shall be decided by the Secretary, whose decision shall be final and binding.
- 2) This Agreement, for any reason, may be terminated upon thirty (30) days written notice by either party; Provided, however, the Project Agency shall not be paid more than that which would be received under the terms of the Agreement for that portion of services rendered to the date of termination.
- 3) The STEP Contract Summary, Attachment 1, is incorporated by reference and made a part of this Agreement.
- 4) Attachment 2, pertaining to the implementation of the Civil Rights Act of 1964, is incorporated by reference and made a part hereof.
- 5) The Certification of the Project Agency, Attachment 3, is incorporated by reference and made a part hereof.

6) The provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto as Attachment 4, are hereby incorporated in this contract and made a part thereof.

7) If the total value of this agreement exceeds \$100,000, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as Attachment 5 to this agreement and be incorporated by reference and made a part thereof.

8) This Agreement shall be binding upon the parties hereto and their successors and assigns.

9) It is expressly agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

10) The goal of this contract is to reduce death and injury on Kansas roads. A strategic combination of education and enforcement plays a vital role in achieving this reduction.

**LOCAL AUTHORIZING OFFICIALS**

X  
0

X   
Sheriff Danny Smith

**KANSAS DEPARTMENT OF  
TRANSPORTATION**

Richard Carlson  
Secretary of Transportation for the  
State of Kansas

Form Approved  
From 11/16/18 to 05/17/19  
By JCF Legal Dept. KDOT

## Special Traffic Enforcement Program: Grantee Info. & Contract Summary

Kansas Department of Transportation, Bureau of Transportation Safety & Technology  
Eisenhower State Office Building, 700 SW Harrison St., 6th Floor South  
Topeka, KS 66603

### General Agency Information

#### Crawford County Sheriff's Office

1. Name of Applicant Agency  
**225 N. Enterprise Dr.**  
2. Mailing Address  
**Girard**  
3. City  
**66743**  
4. Zip Code  
**Same**  
5. Street Address, if Post Office Box entered above  
**0**  
6. Person duly authorized to commit city or county to contracts if other than agency CEO

#### Sheriff Danny Smith

7. Name of Agency Head  
**620-724-8274**  
8. Agency Head Phone #  
**620-724-8290**  
9. Agency Head FAX #  
**dsmith@crsoks.org**  
10. Agency Head E-mail Address

#### Scott Tyrell

11. Name of Project Contact Person  
**620-724-8274 620-238-0338**  
12. Contact phone 13. Cell Phone  
**620-724-8290**  
14. Contact Person Fax #  
**styrell@crsoks.org**  
15. Contact person E-Mail Address

#### Expectations:

- ✓ STEP contractors will make every reasonable effort to participate in at least the *Click It or Ticket* and the *You Drink. You Drive. You Lose.* enforcement campaigns.
- ✓ Over the term of the STEP year (see bottom) an agency will average at least two enforcement contacts/stops per hour of reimbursed enforcement.
- ✓ Agencies will operate under a written safety restraint policy – either departmental or by governing authority – that covers all occupants (adult and child). A model policy is available from KDOT Traffic Safety, 785-296-3618.
- ✓ Agencies will adhere to the dates posted on the STEP schedule (see below) and to the requirements included on the STEP Fact Sheet. Both schedule and fact sheet are available from KDOT Traffic Safety, 785-296-3618.

#### REIMBURSEMENT INSTRUCTIONS

16. Financial Contact Person (optional):	
0	
17. Federal Employee ID No. (FEIN):	<b>48-6042132</b>
18. Data Universal Numbering System (DUNS) Number	<b>096534862</b>
19. System for Award Management (SAM) Expiration Date:	<b>2/21/20</b>
NOTE: If arrangements for direct deposit of grant reimbursements have not been made previously, or you are not sure, contact Ami Fulghum at <a href="tel:785-296-0401">785-296-0401</a> or <a href="mailto:ami.fulghum@ks.gov">ami.fulghum@ks.gov</a> .	

#### KDOT and GRANTEE AWARD INFORMATION

Contract Periods	This Year:	10/1/2018	9/30/2019
	Full Period:	10/1/2018	9/30/2021
Contract Number	<b>PT-</b>	<b>1153</b>	<b>-19</b>
Approved Grant Amt. (Federal Funds Obligated) *	<b>\$6,000</b>		
* Current year amount only; each remaining year TBD September prior.			
Project Number	<b>SP-1300-19</b>		
Federal Funding Source	<b>Section 402</b>		
FAIN and Award Date	<b>69A37518300004020KS0</b>	<b>11/22/2017</b>	
Recipient Match Amt.	<b>None</b>		
Fed. Awarding Agency	<b>National Highway Traffic Safety Admin.</b>		
Research & Dev. Funds	<b>None</b>		
Indirect Cost Rate	<b>NA</b>		
Local Benefit %	<b>100% Local Benefit</b>		
CMS No.	<b>03519</b>	<b>1153</b>	
CFDA #:	<b>20.600</b>	<b>State and Community Highway Safety (A)</b>	

Campaigns (Occasionally, others may be offered.)	FFY 2019	FFY 2020	FFY 2021
November <i>Thanksgiving Safe Arrival</i> , 1 week. Optional.	Nov 19-25, 2018	Nov 25-Dec 1, 2019	Nov 23-Nov 29, 2020
December (Christmas-New Years) Theme: <i>Taking Down DUI</i> , 1-7 days Optional	Dec 26-Jan 1, 2019	Dec 26-Jan 1, 2020	Dec 26-Jan 1, 2021
May-June (Memorial Day) Theme: <i>Click It Or Ticket</i> , 2 weeks.	May 20-Jun 2, 2019	May 18-May 30, 2020	May 24-Jun 7, 2021
Aug.-Sep. (Labor Day) Theme <i>You Drink. You Drive, You Lose.</i> , 2.5 weeks.	Aug 15-Sep 2, 2019	Aug 20-Sep 7, 2020	Aug 19-Sep 6, 2021



**KANSAS DEPARTMENT OF TRANSPORTATION**

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

**NOTE:** Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

**NOTIFICATION**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the non-discrimination clauses, below.

**CLARIFICATION**

Where the term "Consultant" appears in the following seven "Non-discrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

**NON-DISCRIMINATION CLAUSES**

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

**(1) Compliance with regulations:** The Consultant will comply with the regulations of the U. S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.

**(2) Nondiscrimination:** The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3) Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

**(4) Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

**(5) Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

**(6) Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

**(7) Disadvantaged Business Obligation:**

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
- (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
- (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**(8) Executive Order 12898:** To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with Executive Order 12898.

**(9) Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

(Revised 9/29/11)

**KANSAS DEPARTMENT OF TRANSPORTATION  
Certification of the Project Agency**

I hereby certify that I am **Sheriff Danny Smith** and am the duly authorized representative of the **Crawford County Sheriff's Office** and that neither I, nor the above agency I here represent, has:

- ( a ) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above project agency) to solicit or secure this Agreement; or
- ( b ) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- ( c ) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Project Agency) any fee, contribution, donation, or consideration of any kind for or in connection with, procuring or carrying out this Agreement;

except as here expressly stated (if any):

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I acknowledge that this Certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

**X**  
\_\_\_\_\_  
**Sheriff Danny Smith**  
**Crawford County Sheriff's Office**

\_\_\_\_\_  
Date:

## CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1st day of

October

2018

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

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

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

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

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

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

**6) Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

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

**8) Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

**9) Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

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

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

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

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

March 22, 2019

Dear Emergency Solutions Grant (ESG) Applicant,

Attached you will find the ESG Application for Program year 2019.

The amount of funding for the 2019 ESG is unknown. The expected amount is for the 2019 ESG is funding at 2018 levels of \$1.5 million.

Announcements of ESG awards will not be made until 2019 ESG funding is made available to KHRC.

This application requires that you certify that if awarded a 2019 ESG grant, your agency and your sub recipient agencies are in compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

All agencies must be using a Homeless Management Information System (HMIS) or HUD compliant, comparable database and able to meet all ESG and Continuum of Care reporting requirements.

One (1) original and three (3) copies of the application must be postmarked by; Friday, May 10, 2019. Applications submitted via mail or other delivery system should be sent using that company's return receipt process, as this will be your notice that the application has been received.

For 2019, The ESG grant period will be for twelve (12) months, July 01, 2019 through June 30, 2020. HMIS funds will be capped at 1.5% of the total amount of ESG funds awarded. All shelters must complete the ESG Shelter Habitability Checklist (att. 14).

Submit the application package to:

James Chiselom  
Kansas Housing Resources Corporation  
611 S. Kansas Avenue, Suite 300  
Topeka, Kansas 66603-3803

If you have questions or need additional information, please feel free to contact me at (785) 217-2046.

Sincerely,

James Chiselom  
Program Manager - ESG

Enclosure

**Attachment Checklist**

**These items must be tabbed as attachments and submitted with application in the following order.**

**Applications submitted without tabbing and not in order will not be reviewed.**

1. Program Partnerships
2. 501 (c) (3) Status (must be IRS Letter)
3. Certificate of Good Standing (must be current certificate from Kansas Secretary of State)
4. Certification of Local Unit of Government Approval Statement and Signature Form
5. Match Certification form
6. Documentation of membership to organizations
7. List of Board Members for Sub recipient
8. Organization Chart of Sub recipient
9. Most recent audit for Sub recipient
10. W-9 Form for Sub recipient
11. Copy of program rules and policies
12. Copy of program termination policy and procedures
13. Written Standards certification
14. Performance Outcomes certification
15. ESG Shelter Habitability Checklist (shelters only)

**2019  
KANSAS EMERGENCY SOLUTIONS GRANT APPLICATION**

**SECTION I: SUB RECIPIENT APPLICANT INFORMATION (City, County)**

*Sub Recipient is responsible for the administration of the ESG and coordination of the ESG programs in the geographical jurisdiction.*

**A. APPLICANT INFORMATION**

Sub Recipient Catholic Charities Inc.

Authorized Representative Wendy Glick Title Executive Director

Address 437 North Topeka City Wichita

State Kansas Zip 67202-2413 Federal I.D. Number 48-0543703

Contact to whom questions about this application should be directed: Casey Brown, SEKS Program Director

Telephone 620-235-0633 Fax 620-308-5458

E-mail Address cbrown@catholiccharitieswichita.org

**B. TOTAL ESG REQUEST (all applying agencies)**

ESG Agency	Street Outreach	Shelter	Homeless Prevention	Rapid Re-Housing	HMIS	Totals
Catholic Charities, Inc.	\$ -	\$ -	\$ -	\$ 255,000	\$ 3,000	\$ 258,000
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Sub Totals</b>	\$ -	\$ -	\$ -	\$ 255,000	\$ 3,000	\$ 258,000

**C. COUNTIES OF ESG SERVICES:**

1. Chautauqua
2. Montgomery
3. Labette
4. Cherokee
5. Elk
6. Wilson
7. Neosho
8. Crawford
9. Woodson
10. Allen
11. Bourbon

**D. PERFORMANCE OUTCOME MEASURES**

The U. S. Department of Housing and Urban Development (HUD) is instituting performance measures to gather information to determine the effectiveness of programs funded with CDBG, ESG, HOME and HOPWA. Information obtained on the local level will be reported to HUD which will enable HUD to describe performance results at the National Level. HUD’s outcome performance measurement system has three objectives and three outcomes which are listed below.

**1. Select one of the following that best fits your project objective:**

- Suitable living environment
- Decent affordable housing
- Creating economic opportunity

**2. Select at least one of the following that describes the outcome your project will achieve:**

(NOTE: Outcomes show how programs benefit a community or people served.)

- Availability/Accessibility (Applies to activities that make services, infrastructure, housing, shelter, or employment opportunities available or accessible to low income persons by improving or providing new services, etc.)
- Affordability (This applies to making an activity more affordable for low income persons.)
- Sustainability (Using ESG resources in a targeted area to help make that area more viable or livable.)

**3. Please describe the process to establish and select the above objectives and outcomes. (Must be included)**

**Objective: Suitable Living environment** – Catholic Charities Rapid Rehousing will provide case management, resource navigation and temporary financial assistance to families and individuals experiencing literal homelessness to provide clients with permanent housing opportunities. **Following the housing first model, families and individuals need the stability of a safe, reliable housing solution in order to focus on stabilization and other barriers that have prevented them from obtaining permanent housing in the past. A suitable living environment with wrap around supportive case management and financial assistance will allow the client to identify those barriers to housing stability and plan for and overcome those barriers.**

**Outcomes: Availability/Accessibility** – Catholic Charities Rapid Rehousing will be a new project to coordinate alongside the City of Pittsburg Rapid Rehousing/Homeless Prevention program and other privately/publicly funded programs to ensure that all eligible residents throughout the region have access to a Rapid Rehousing solution to ensure that homelessness is as brief as possible for the clients. **Through discussion with other service providers in the area and data from the HIC/PIT and coordinated entry it was identified that this program is a necessity to the success of our homeless programs throughout the region. As the currently funded program was focusing on a more specific area, this left a gap for these services in other areas of the region.**

**Certification:** To the best of my knowledge and belief, the data in this application are true and correct. This document has been duly authorized by the governing body of the applicant. The applicant will ensure compliance with the ESG regulations of 24 CFR Part 576, the Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200, the ESG grant agreement and federal and state regulations if assistance is approved.

\_\_\_\_\_  
Signature of Authorized Official of Governing Body

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director  
Title



**SECTION II: ESG PROGRAM DESCRIPTION****EMERGENCY SOLUTIONS GRANTS (ESG)****CFDA Number: 14.231****Agency: Department of Housing and Urban Development****Office: Office of Community Planning and Development  
(24 CFR Part 576 – Emergency Solutions Grants Program)****Objectives:**

The Emergency Solutions Grants Program (ESG) program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly re-house homeless individuals and families, and (6) prevent families and individuals from becoming homeless.

**Eligibility Requirements:****Applicant Eligibility:**

Kansas Housing Resources Corporation (KHRC) as a State Recipient must sub grant all of their ESG funds (except for funds for administrative costs and, under certain conditions, HMIS costs) to units of general-purpose local government and/or private nonprofit organizations. KHRC as recipient must consult with the Continuum(s) of Care operating within the jurisdiction in determining how to allocate ESG funds.

**Beneficiary Eligibility:**

The minimum eligibility criteria for ESG beneficiaries are as follows: For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the “homeless” definition under § 576.2. For emergency shelter, beneficiaries must meet the “homeless” definition in 24 CFR 576.2. For essential services related to emergency shelter, beneficiaries must be “homeless” and staying in an emergency shelter (which could include a day shelter). For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103. For rapid re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104. Further eligibility criteria may be established at the local level in accordance with 24 CFR 576.400(e).

**Credentials/Documentation:**

Recipients must certify they will meet program requirements and applicable federal requirements. Government recipients and sub recipients must comply with Uniform Administrative Requirements Cost Principles and Audit Requirements for Federal Awards at 2 CFR part 200.

**Regulations, Guidelines, and Literature:**

The program regulations can be found at 24 CFR Part 576. Guidance on the program can be found at [www.hudexchange.info/esg](http://www.hudexchange.info/esg).

**SECTION III: ESG PROGRAM COMPONENTS AND ELIGIBLE ACTIVITIES**

Emergency Solution Grant Funding can be used for five program activities: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities.

A) **Street Outreach** – Funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing or an appropriate health facility.

B) **Emergency Shelter** – Funds may be used for costs of providing essential services to families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

Eligible Activities:

C) **Homeless Prevention** – Funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter and prevent incidences of homelessness.

D) **Rapid Re-Housing** – ESG funds may be used to provide housing relocation and stabilization services and short- or medium-term rental assistance necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing.

E) **HMIS** – ESG funds may be used to pay the costs of contributing to the HMIS designated by the Continuum of Care for the area including the costs of purchasing hardware, software licenses or equipment, obtaining technical support, completing data entry and analysis, monitoring and reviewing data quality, training, reporting, and coordinating and integrating the system. The HMIS funds will be limited to 1.5% of the total funds awarded.

Assistance to Eligible Persons/Households funded through the Emergency Solutions Grant cannot exceed 24 months of rental assistance, 24 months of utility payment assistance or 6 months of arrears (utility/rent) during any three-year period. Evaluation and documentation of client eligibility for financial assistance shall be reassessed at least every three months for program participants receiving homelessness prevention assistance and not less than once annually for program participants receiving rapid re-housing assistance (576.401 (b)) to ensure they meet the eligibility criteria, review program and appropriateness standards and to re-evaluate the continuation of services.

F) **ADMINISTRATION** - KHRC as the recipient may use up to 7.5 percent of its ESG grant for the payment of administrative costs related to the planning and execution of ESG activities. This does not include staff and overhead costs directly related to carrying out activities eligible under ESG, because those costs are eligible as part of those activities. As such KHRC will provide 2.5% of ESG awarded funds as administrative costs to all ESG Sub recipients. (576.108. (4) (B))

**SECTION IV: ESG APPLICATION (completed by each agency providing ESG services)**

**A) SUB RECIPIENT AGENCY**

*Sub recipient agency is required to be an existing Emergency Shelter, Homeless Services Provider or Other Program that provides services to homeless clients. It is also required to be a Local Government or nonprofit 501 (c) (3).*

Agency's Legal Name: Catholic Charities Inc. Federal ID#: 48-0543703

Street/P.O. Box: 437 North Topeka Phone # (316) 264-3844

City: Wichita State: KS Zip: 67202-2413 County: Sedgwick

Chief Executive Officer: Wendy Glick CEO Email: wglick@catholiccharitieswichita.org

Chief Financial Officer: Lisa Scott CFO Email: lscott@catholiccharitieswichita.org

ESG Contact Person: (name and title): Casey Brown, SEKS Program Director

Email of ESG Contact Person: cbrown@catholiccharitieswichita.org Phone # (620)235-0633

Alt. ESG Contact Person (required): (Name and Title): Jodie Beeson

Email of Alt. ESG Contact Person (required): jbeeson@catholiccharitieswichita.org Phone # (316) 264-3844 ext. 1264

**B. AGENCY TYPE:**

- Day Shelter
- Emergency Shelter – 90 days or less
- Homeless Services Provider (Homeless Prevention or Rapid Re Housing)
- Street Outreach
- Other (Provide Description) \_\_\_\_\_

Please identify the **primary at risk** homeless category the program will serve. Please check the appropriate categories below:

- Chronically homeless Persons or families
- HIV/AIDS
- Elderly
- Veterans
- Mental Health
- Youth
- Domestic Violence Victims
- Substance abuse
- Other any family or individuals who is experiencing literal homelessness

**C. PROGRAM PARTNERSHIPS**

Please ***identify and describe*** all partnerships with other agencies related to service delivery to your identified program beneficiaries needs. Agency contact (name of person, email and phone) information *must* be included. **(att. 1)**

**D. PROPOSED PROJECT ACCOMPLISHMENTS**

Please list expected program accomplishment(s) if funding is awarded:  
(*Accomplishments must be described in terms of households served, people served, etc.*)

**PROPOSED ACCOMPLISHMENTS:**

Total number of households to be served: 50

Total unduplicated individuals to be served: 150

Indicate the number of unduplicated adults to be served: 60

Indicate the number of unduplicated children to be served: 90

**Prior ESG (if previous grantee) accomplishments: YES \_\_\_ NO \_\_\_**

Total number of households to be served: \_\_\_\_\_

Total unduplicated individuals to be served: \_\_\_\_\_

Indicate the number of unduplicated adults to be served: \_\_\_\_\_

Indicate the number of unduplicated children to be served: \_\_\_\_\_

**E. Attach 501 (C) 3 status letter (must be IRS letter) (att. 2)**

**F. Attach Certificate of Good Standing (must be copy of current certificate from Kansas Secretary of State) (att. 3)**

**G. Attach Certification of Local Unit of Government Approval Statement and Signature Form. (att. 4)**

**Agency Certification:** To the best of my knowledge and belief, the data in this agency’s portion of this ESG application are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Executive Director  
\_\_\_\_\_  
Title

**SECTION V: ESG ACTIVITY FUNDING**

Please provide details on EACH activity your agency will provide if funded.

**A. Street Outreach**

Street Outreach	Amount Requested
Engagement Activities	
Case Management	
Emergency Health Services	
Emergency Mental Health Services	
Transportation	
<b>TOTAL</b>	

**Street Outreach:** Please provide a *detailed description* of your program and service delivery.

**B. Emergency Shelter**

<b>Emergency Shelter</b>	<b>Amount Requested</b>
Essential Services	
Renovation Activities	
Shelter Operations	
Vouchers (Hotel or Motel where ES unavailable)	
<b>TOTAL</b>	

**Emergency Shelter:** Please provide a *detailed description* of your program and service delivery

**C. Homeless Prevention**

<b>Homeless Prevention</b>	<b>Amount Requested</b>
Rental Assistance (Short-Term / Medium-Term)	
Utility Assistance	
Rental Arrears (1-time payments of up to 6 months)	
Security Deposits (up to 2 months)	
Moving Costs	
Services Costs	

**Homeless Prevention:** Please provide a detailed description of your program and service delivery

**D. Rapid Re-Housing**

<b>Rapid Re-Housing</b>	<b>Amount Requested</b>
Rental Assistance (Short-Term / Medium-Term)	\$100,000
Utility Assistance	\$50,000
Rental Arrears (1-time payments of up to 6 months)	
Security Deposits (up to 2 months)	\$25,000
Moving Costs	\$5,000
Services Costs	\$75,000
	\$255,000

**Rapid Re-Housing:** Please provide a detailed description of your program and service delivery

Projection of 50 households (individuals and families) will qualify for Rapid Re-Housing Services due to meeting the eligibility of being literally homeless as defined by HUD:

- (1) Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - Has a primary nighttime residence that is a public or private place not meant for human habitation;
  - Is living in a publicly or private operated shelter designed to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or
  - Is exiting and institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution
- (2) Any individual or family who:
  - Is fleeing, or is attempting to flee, domestic violence;
    - Has no other residence; and
    - Lacks the resources or support networks to obtain other permanent housing

These households will receive housing relocation & stabilization services, along with medium-term rental assistance and supportive services to access employment and mainstream benefits. We estimate all households will need financial assistance with rental deposit, utility deposit, along with up to 12 months of rental assistance in order to achieve stabilization. Utility assistance will also be available for up to twelve (12) months, based on average monthly use. Supportive services will be available on an as needed basis for purposes of accessing mainstream benefits and employment.

The Rapid Rehousing Resource Navigator will provide eligible households with referrals and coordination of other services such as health care, employment, education and youth programs, to other community providers based upon needs identified during the initial consultation and subsequent monthly visits.

Assistance with applications to mainstream benefits such as Medicaid, SSI, TANF and SNAP will also be provided.

Each household will develop a Housing Stabilization Plan with the Rapid Rehousing Resource Navigator to establish goals and timelines in achieving housing stability. All required documentation to support household eligibility and services rendered by the agency will be maintained by the Rapid Rehousing Resource Navigator and updated during the required monthly meeting for all enrolled households

See agency policies setting forth how eligible households will assist in prioritizing assistance, determining share of costs,



length of rental assistance and type, amount and duration of housing stabilization or relocation services. Under Rapid Re-Housing (RRH), Catholic Charities, Inc. will provide medium-term rental assistance (up to 12 months), payment of rental arrears (including late fees for up to 6 months). All households must have a legally, binding written lease in order to receive assistance and the household cannot be receiving rental assistance from another public source for the same time period.

Households are to select a housing unit in which to live and receive rental assistance (tenant – based rental assistance). The U.S. Department of Housing & Urban Development (HUD) Fair Market Rates for 2019 will be utilized, along with rent reasonableness and minimum habitability standards.

**E. HMIS**

<b>HMIS – up to 1.5% of the total ESG funds requested</b>	<b>Amount Requested</b>
Hardware / Software	\$3,000
Equipment Costs	
Data Entry / Analysis	
Data Quality	
Training	
Reporting	
<b>TOTAL</b>	\$3,000

**HMIS:** Please provide a *detailed description* of your program and service delivery

The Catholic Charities Rapid Rehousing Resource Navigator needs a laptop that is capable of accessing the HMIS database and the functionality to use the Catholic Charities telecommunications software. This laptop would be integral in the intake and assessment of clients as well as on-going case management.

## F. MATCH REQUIREMENTS

ESG requires a 100% match. The sub recipient must make matching contributions to supplement the ESG program in an amount that equals the amount of ESG funds provided by KHRC. The sub recipient must identify the source of match at the time of applying for ESG.

Matching contributions may be obtained from any source, including any federal source other than the ESG program, as well as state, local, and private sources. However, the following requirements apply to matching contributions from a federal source of funds:

- The sub recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match Emergency Solutions Grant (ESG) funds.
- If ESG funds are used to satisfy the matching requirements of another federal program, then funding from that program may not be used to satisfy the matching requirements under this section.

The sub recipient may count as match the value specified in 2 CFR 200.306(d) for any building the recipient or subrecipient donates for long-term use in the recipient's ESG program, provided that depreciation on the building is not counted as match or charged to any Federal award. If a third party donates a building to the recipient or subrecipient, the recipient may count as match either depreciation of the building and fair rental charges for the land for each year the building is used for the recipient's ESG program or, if the building is donated for long-term use in the recipient's ESG program, the fair market value of the capital assets, as specified in 2 CFR 200.306(h)(2), (i), and (j). To qualify as a donation for long-term use, the donation must be evidenced by a recorded deed or use restriction that is effective for at least 10 years after the donation date. If the donated building is renovated with ESG funds, the minimum period of use under §576.102(c) may increase the period for which the building must be used in the recipient's ESG program.

(d) *Eligible types of matching contributions.* The matching requirement may be met by one or both of the following:

**(1) Cash contributions.** Cash expended for allowable costs, as defined in OMB Circulars A-87 (2 CFR part 225) and A-122 (2 CFR part 230), of the recipient or subrecipient.

**(2) Noncash contributions.** The value of any real property, equipment, goods, or services contributed to the recipient's or subrecipient's ESG program, provided that if the recipient or subrecipient had to pay for them with grant funds, the costs would have been allowable. Noncash contributions may also include the purchase value of any donated building.

(e) *Calculating the amount of noncash contributions.* (1) To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated to establish the fair market value.

(2) Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work in the recipient's or subrecipient's organization. If the recipient or subrecipient does not have employees performing similar work, the rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

(3) Some noncash contributions are real property, equipment, goods, or services that, if the recipient or subrecipient had to pay for them with grant funds, the payments would have been indirect costs. Matching credit for these contributions must be given only if the recipient or subrecipient has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of those contributions.

(f) *Costs paid by program income.* Costs paid by program income shall count toward meeting the recipient's matching requirements, provided the costs are eligible ESG costs that supplement the recipient's ESG program.

**Match Certification form (att. 5)**

Sub Recipient Agency: Catholic Charities Inc.	Sub Recipient Agency DUNS #: 119770428	
Address: 437 North Topeka	City/State/Zip: Wichita, KS 67202-2413	
Executive Director: Wendy Glick	Executive Director Email: wglick@catholiccharitieswichita.org	Executive Director Phone: (316)264-8344 ext. 1270

**MATCH CERTIFICATION:**

- The ESG applicant completing this Match Certification has verified the eligibility of the match item(s) to which this certification relates;
- The ESG applicant has reviewed the Federal Guidelines regarding the match requirement **(24 CFR 576.201 and 2 CFR 200.306)**
- The ESG applicant has verified that the funds used to Match the ESG Program are not being used to match any other grant;
- The ESG applicant has / will collect valid documentation of Match for which this certification relates; and,
- The ESG applicant Executive Director has reviewed the Match documentation to which this Match Certification relates and has verified that all the representations made in this Match Certification are true and correct.

Requested Activity	Amount Requested	Amount of Match	Match Description
Street Outreach			
Emergency Shelter			
Homeless Prevention			
Rapid Re Housing	\$255,000	\$255,000	SAFE Project providing case management and direct financial assistance for domestic violence survivors.(In-Kind Match of Salaries/Assistance Funds) SEKS Emergency Services offering direct financial assistance and case management. (In-Kind Match of Salaries/Assistance Funds)
HMIS	\$3,000	\$3,000	
Total	\$258,00	\$258,000	

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**SECTION VI: AGENCY CAPACITY**

**A.** How long has your organization served homeless populations?

- 10 or more years  
 5-9 years  
 Less than 5 years

**B.** Is your organization an active member of any of the following? Please check those that apply.

- Balance of State Continuum of Care:  
 Regional/Local Planning Meetings  
 State/Local Consolidated Plan Process  
 Regional/Local Homeless Committees

- 1. Please provide documentation of membership to organizations (letter signed by organization chair). (att. 6)**

**C.** How does sub recipient agency staff participate in these meetings/groups? Please describe level of involvement.

The Southeast Kansas Program Director is active in participating with the SE regional meetings faithfully whether in person or via the go-to-meeting software.

The Southeast Kansas Program Director serves as a member at large on the COC NOFA committee and the Short-Term Strategic Planning committee; He is also currently serving as the COC HMIS User Committee Chair.

The SSVF Coordinator is currently serving on the KS BOS COC Strategic Planning committee.

**D.** Briefly describe the organization's board of director's fiscal oversight committee. How many members does it have, how often does it meet, and what are its responsibilities? Are there policies and procedures?

If so, what entity is responsible for oversight?

The board governs and manages the affairs of the agency and performs all acts and functions not limited by the bylaws. The board consists of no fewer than nine (9) members and no more than twenty-one (21) members. The executive director serves as an ex-officio non-voting Director, but may be excused from meetings with a majority vote. The directors are elected for a term of three years and may serve one additional term. If a board member is off of the board for a period of at least one year, he or she may be re-elected to the board. Regular meetings are held at least once per quarter and written notice of meeting times and places are distributed at least five days prior to the meeting. The board shall review, revise and approve the agency budget and fiscal plan.

- 1. Attach List of Board Members for sub recipient agency (att. 7)**
- 2. Attach an Organization Chart of sub recipient agency (att. 8)**

**E.** What type of financial management system does the organization have? Describe the organization's system of checks and balances in its fiscal management. What is the division of responsibilities to ensure good fiscal oversight? Explain who maintains the organization's accounting records and if there is a software system utilized, please be specific as to the type and capabilities of the software or accounting system.

Catholic Charities, Inc. has formalized and written policies that are specific to Grants Management as a subset of its financial policies and procedures. As a recipient of substantial grant and contractual funding annually, the agency must exercise best practice standards and compliance in the management of funds and attainment of outcomes set forth in each grant and contract agreement. Catholic Charities has over 20 written accounting policies and procedures, which are reviewed, updated, and approved annually.

In addition to stipulated management and reporting requirements that accompany each grant and contract, the agency adheres to Generally Accepted Accounting Principles (GAAP) and Government Auditing Standards, often referred to as OMB Circular A-133. All grant and contracts are included in the agency annual audit and Continuous Quality Assurance program. The agency exercises compliance to all local, state, and federal government published Grants Policies, including the U.S. Department of Health & Human Services (HHS) Grants Policy Statement (a 127-pages grant management guidance for recipients of federal awards).

The accounting staff are responsible for all payroll, revenue and expenditure activities at the agency, including filing of financial reports for all grants. The Director of Finance is responsible for overall agency budgets, financial reporting, and internal controls. In our accounting software, Sage/Mass90, there are separate general ledger codes with each grant account and matching funds to make sure each funding stream and related expenditures are distinct from one another. The current system, Sage/Mass90, was implemented in the early 1990s and all upgrades and updates have been maintained. Sage/Mass90 is an automated electronic system and data is entered manually.

All expenses are reviewed, properly coded, and approved by the Program Director responsible for the program before being entered into the accounting system. The Program Director also verifies that expenditures are allowable under the grant terms. All expenses are compared to the general ledger before submission of the grant financial reports to ensure that expenses are have been properly recorded (to the correct grant). The Director of Finance signs off on all Financial Grant Reporting upon its completion and also reviews grant draw-downs.

- 1. Attach a copy of the agency's most recent audit. (att. 9)**
- 2. Attach a completed W-9 Form for Sub recipient. (att. 10)**

- F.** Does your agency have pending civil or criminal proceedings filed or being processed currently or have been processed over the past three years? If the answer is “yes” an explanation must be provided with official documentation or court record that demonstrates the status of the issue: No
- G.** Provide an address and physical description of the shelter and/or service delivery site.  
Domestic Violence providers provide only physical description: 411 East 12st Street, Pittsburg, KS 66762. The Rapid Rehousing Case Manager will be located at the outreach office in Pittsburg but will have remote capabilities through a HIPPA/SAMSHA compliant telecommunications platform as well as being able to be hosted in various counties with collaborating agencies. The home office in Pittsburg is located inside of Wesley House which acts as a day shelter for homeless individuals as well as the largest food pantry in Crawford County. The Rapid Rehousing Resource Coordinator with share office space with the SEK Program Director and the Intake Specialist.
- H.** Explain how your agency will identify and document homeless status of a client. Per 576.500 Recordkeeping and reporting requirements (b) Homeless Status:. Clients requesting homeless assistance will be able to apply in person or through a referral process from a partnering agency. Third party verification is the preferred method for documenting the homeless status of the client. Case managers will assist the client(s) in obtaining third party verification from law enforcement, mental health providers, other homeless service providers, etc. In the rare instances, that third party verification is not possible all applicants for the program will be required to complete the Self-Certification form regardless of if a third party verification was completed.
- I.** Are there any current HUD findings against the agency? If yes, please explain: No
- J.** Attach a copy of all program rules and policies. **(att. 11)**
- K.** Attach agency termination / grievance policy and procedures - Per 576.402 Terminating assistance. **(att. 12)**



**SECTION VII: PERFORMANCE OUTCOMES**

**A. Written Standards for Provision of ESG Assistance**

1. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG). The policies and procedures must be consistent with the recordkeeping requirements and definitions of "homeless" and "at-risk of homelessness" in the federal ESG regulations at: 24 CFR 576.2 and 24 CFR 576.500 (b-e).
2. Standards for targeting and providing essential services related to street outreach.
3. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, (e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest).
4. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter.
5. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers. The required coordination may be done over an area covered by the Continuum of Care or a larger area.
6. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance. For homeless prevention, include the risk factors used to determine who would be most in need of this assistance to avoid becoming homeless.
7. Standards for determining what percentage or amount (if any) of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance. If the assistance will be based on a percentage of the participant's income, specify this percentage, and how income will be calculated.
8. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time. One-year lease required for project-based assistance. Annual participant evaluations required with rapid re-housing assistance; three-month evaluations required with homeless prevention assistance. Individual assistance cannot exceed 24 months in a three-year period.
9. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant may receive assistance, or the maximum number of times the program participant may receive assistance. Note: ESG regulations limit this assistance to no more than 24 months in a three-year period. Housing stability case management is limited as specified on pp. 75979-80 of the [federal regulations](#).
10. *Participation in HMIS.* The recipient must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

**Please certify you have established applicable Written Standards for ESG.**

**(Do not attach at this time, agencies will be required to submit standards before receiving an award). (att.13)**

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**B. ANTICIPATED PROJECT OUTCOMES**

The chart below describes two significant outcome(s) for each activity funded by ESG. These outcomes will apply to all projects funded for the 2019 ESG period.

**Outcomes:** An outcome represents a specific result a program is intended to achieve. An outcome can also be defined as the specific objective of a specific program.

**Performance Measurement:** Performance measurement is generally defined as regular measurement of outcomes and results, which generates reliable data on the effectiveness and efficiency of programs.

**Please certify you understand the performance outcomes and measurements for your ESG activities. (att. 14)**

ESG ACTIVITY	EXPECTED OUTCOME	PERFORMANCE MEASUREMENT
Shelter	75% of clients with more than 90 days in shelter exit to permanent destinations.	data quality report (submitted quarterly)
Shelter	75% of clients with less than 90 days in shelter exit to destination other than the streets.	data quality report (submitted quarterly)

Street Outreach	50% of clients will access housing (ES, TH, SH, PH or PSH)	data quality report (submitted quarterly)	
Street Outreach	75% of clients will access Essential Services	Service Summary (submitted quarterly)	
Homeless Prevention	75% of clients will maintain Permanent Housing for six (6) months.	Agency follow up procedure (submitted quarterly)	
Homeless Prevention	75% of clients will access permanent housing	data quality report (submitted quarterly)	
<b>Rapid Re Housing</b>	<b>75% of clients will maintain Permanent Housing for six (6) months.</b>	<b>Agency Follow up procedure (submitted quarterly)</b>	
<b>Rapid Re Housing</b>	<b>75% of clients will access permanent housing</b>	<b>data quality report (submitted quarterly)</b>	
1 <sup>st</sup> Quarter 7/01/18 – 9/30/18 Report due 10/20/ 18	2 <sup>nd</sup> Quarter 10/01/18 – 12/31/18 Report due 01/20/19	3 <sup>rd</sup> Quarter 01/01/19 – 3/31/19 Report due 4/20/19	4 <sup>th</sup> Quarter 4/01/19 – 6/30/19 Report due 7/20/19

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**MINIMUM HABITABILITY STANDARDS FOR EMERGENCY SHELTERS: CHECKLIST****2019 ESG: (att. 15)**

The Emergency Solutions Grants (ESG) Program Interim Rule establishes different habitability standards for emergency shelters and for permanent housing (the Rapid Re-housing and Homelessness Prevention components).

- **Emergency Shelter Standards.**
  - Emergency shelters that receive ESG funds for renovation or shelter operations must meet the minimum standards for safety, sanitation, and privacy provided in §576.403(b).
  - In addition, emergency shelters that receive ESG funds for renovation (conversion, major rehabilitation, or other renovation) also must meet state or local government safety and sanitation standards, as applicable.
- **Permanent Housing Standards.** The recipient or subrecipient cannot use ESG funds to help a program participant remain in or move into housing that does not meet the minimum habitability standards under §576.403(c). This restriction applies to all activities under the Homelessness Prevention and Rapid Re-housing components.

Recipients and subrecipients must document compliance with the applicable standards. Note that these checklists do not cover the requirements to comply with the Lead-Based Paint requirements at §576.403(a). For more discussion about how and when the standards apply, see *ESG Minimum Standards for Emergency Shelters and Permanent Housing*, located at <http://OneCPD.info/esg>.

The checklists below offer an optional format for documenting compliance with the appropriate standards. These are intended to:

1. Provide a clear summary of the requirements and an adaptable tool so recipients and subrecipients can formally assess their compliance with HUD requirements, identify and carry out corrective actions, and better prepare for monitoring visits by HUD staff.
2. Provide a tool for a recipient to monitor that its subrecipient is in compliance with HUD requirements. Where non-compliance is identified, the ESG recipient can use this information to require or assist the subrecipient to make necessary changes.

Prior to beginning the review, the subrecipient should organize relevant files and documents to help facilitate their review. For instance, this may include local or state inspection reports (fire-safety, food preparation, building/occupancy, etc.), or policy and procedure documents related to emergency shelter facility maintenance or renovations.

**Carefully read each statement and indicate the shelter’s or unit’s status for each requirement (Approved or Deficient). Add any comments and corrective actions needed in the appropriate box. The reviewer should complete the information about the project, and sign and date the form. This template includes space for an “approving official,” if the recipient or subrecipient has designated another authority to approve the review. When the assessment is complete, review it with program staff and develop an action plan for addressing any areas requiring corrective action.**

**MINIMUM STANDARDS FOR EMERGENCY SHELTERS**

**Instructions:** Place a check mark in the correct column to indicate whether the property is approved or deficient with respect to each standard. A copy of this checklist should be placed in the shelter’s files.

Approved	Deficient	<b>Standard</b> <i>(24 CFR part 576.403(b))</i>
		1. <i>Structure and materials:</i> a. The shelter building is structurally sound to protect the residents from the elements and not pose any threat to the health and safety of the residents. b. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance uses Energy Star and Water Sense products and appliances.
		2. <i>Access.</i> Where applicable, the shelter is accessible in accordance with: a. Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; b. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFR part 100; and c. Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35.
		3. <i>Space and security:</i> Except where the shelter is intended for day use only, the shelter provides each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
		4. <i>Interior air quality:</i> Each room or space within the shelter has a natural or mechanical means of ventilation. The interior air is free of pollutants at a level that might threaten or harm the health of residents.
		5. <i>Water Supply:</i> The shelter’s water supply is free of contamination.
		6. <i>Sanitary Facilities:</i> Each program participant in the shelter has access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.
		7. <i>Thermal environment:</i> The shelter has any necessary heating/cooling facilities in proper operating condition.
		8. <i>Illumination and electricity:</i> a. The shelter has adequate natural or artificial illumination to permit normal indoor activities and support health and safety. b. There are sufficient electrical sources to permit the safe use of electrical appliances in the shelter.
		9. <i>Food preparation:</i> Food preparation areas, if any, contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.
		10. <i>Sanitary conditions:</i> The shelter is maintained in a sanitary condition.
		11. <i>Fire safety:</i> a. There is at least one working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors are located near sleeping areas. b. All public areas of the shelter have at least one working smoke detector. c. The fire alarm system is designed for hearing-impaired residents. d. There is a second means of exiting the building in the event of fire or other emergency.
		12. If ESG funds were used for renovation or conversion, the shelter meets state or local government safety and sanitation standards, as applicable.
		13. Meets additional recipient/subrecipient standards (if any).

**CERTIFICATION STATEMENT**

I certify that I have evaluated the property located at the address below to the best of my ability and find the following:

- Property meets all of the above standards.
- Property does not meet all of the above standards.

**COMMENTS:**

ESG Recipient Name:   **Kansas Housing Resources Corporation**  

ESG Subrecipient Name (if applicable): \_\_\_\_\_

Emergency Shelter Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Evaluator Signature: \_\_\_\_\_ Date of review: \_\_\_\_\_

Evaluator Name: \_\_\_\_\_

Approving Official Signature (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Approving Official Name (if applicable): \_\_\_\_\_

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of an cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form III "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**STATEMENT REGARDING DISCRIMINATION**

The applicant agrees and warrants that in the performance of an executed third party contract with the state that it will not discriminate or permit discrimination against religious creed, age, marital status, national origin, sex, mental retardation or physical disability including, but not limited to, blindness, unless it can be shown by the applicant that such disability prevents performance of work involved in any manner prohibited by the laws of the United States or of the State of Kansas, and the applicant further agrees to provide the Commission on Equal Opportunities with such information requested by the Commission concerning the employment as they relate to the provisions of this section.

I, \_\_\_\_\_ (the duly authorized representative of the applicant) do hereby certify that all the facts, figures and representations made in this application are true and correct, to the best of my knowledge and belief.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**STATEMENT ASSURING COMPLIANCE WITH APPLICABLE ENVIRONMENTAL REGULATIONS**

The use of federal funds triggers the requirement of compliance with federal environmental regulations developed by the Department of Housing and Urban Development (HUD). These regulations, contained in 24 CFR Part 50 and Part 58 "Environmental Review Procedures for Recipients Assuming HUD Responsibilities", require compliance with the National Environmental Policy Act (NEPA), as well as several related federal laws, regulations and Executive Orders. In order to ensure compliance with these environmental regulations, the state shall require a complete description of all physical work to be undertaken, including specifications and drawings where applicable. This information is necessary to ensure that all environmental reviews and paperwork can be completed by the state in order to satisfy HUD requirements. No funds will be released, or vouchers paid for physical activities unless environmental clearance has been obtained from HUD. NO construction activities may occur without formal notification from the City that the release of environmental conditions has occurred.

All physical projects must comply, where applicable, with environmental requirements, guidelines and statutory obligations in the following areas, as outlined in 24 CFR Parts 50 and 58, Historic Properties Protection; Flood plain Management and Wetland Protection; Coastal Zone Management Requirements; Sole Source Aquifer Protection; Wildlife, Endangered Species, and Wild and Scenic River Protection; Water Quality Regulations; Air Quality; Solid Waste Management Regulations; Farmland Protection; and other HUD Environmental Standards.

All work plans will be reviewed to ensure compliance with applicable environmental standards. The following sections briefly outline the statutory compliance areas which will affect most physical activities undertaken with CDBG funds.

**Historic Properties:** All properties to be rehabilitated, renovated, demolished or physically changed in any manner will be reviewed to determine if they are contained on the State of Kansas Historic List. If a structure is contained on the Historic List, rehabilitation or renovation activities must adhere to the National Secretary of the Interior's Standards for Rehabilitation. Any proposed activity which does not adhere to the Secretary of the Interior's Standards must be reviewed by the Kansas State Historic Preservation Office (SHPO) prior to commencement of the activity. All requirements outlined by SHPO and, where necessary, the Advisory Council on Historic Preservation, must be met before funds can be released. These requirements also pertain to demolition activities.

**Air Quality/Asbestos Abatement:** Prior to any rehabilitation, demolition or heating and ventilation improvement activity, all areas to be disturbed must be inspected for the presence of asbestos containing materials (ACM's). If asbestos is found in areas to be disturbed, all asbestos-containing materials must be completely removed by a NESHAP certified asbestos removal contractor and disposed of in accordance with all local, state and federal laws and requirements prior to the commencement of any construction or demolition work. All records documenting compliance with local, state and federal laws and regulations must be presented to the state prior to the commencement of any construction activity to obtain the release of funds. If the inspection determines that no asbestos is present in the areas to be disturbed, a signed letter stating the date of inspection and the absence of asbestos must be presented to the state.

**Lead-Based Paint Abatement:** Prior to the rehabilitation of any residential structure or non-dwelling facility commonly used by children under seven years, all applicable surfaces of units constructed prior to 1978 shall be inspected to determine if lead-based paint surfaces exist. If defective lead-based painted surfaces are present, notification and abatement, in accordance with all local, state and federal laws and regulations must occur prior to the release of funds. If no lead-based paint is present, a signed letter, stating the date of inspection, the name of the inspector, and the absence of lead-based paint, must be presented to the state.

**Other Applicable Statutory Requirements:** If a property to be rehabilitated is located within a flood zone, wetland area or coastal zone, the proposed project must be reviewed to ensure consistency with applicable local, state and federal regulations. If the subject property is located in an airport clear zone or within an industrial/commercial area, the project must be reviewed to ensure that any potential site safety hazards are addressed.

To the best of your knowledge:

**Does the proposed project area contain lead-based paint?**

\_\_\_\_\_ Yes  No \_\_\_\_\_ Unsure

**Does the proposed project area contain asbestos containing materials?**

\_\_\_\_\_ Yes  No \_\_\_\_\_ Unsure

As the applicant, the undersigned assures the commitment to compliance with the environmental Regulations outlined by HUD.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**CERTIFICATION OF LOCAL GOVERNMENT APPROVAL  
FOR NONPROFIT ORGANIZATIONS RECEIVING  
2019 EMERGENCY SOLUTIONS GRANT (ESG)**

I, \_\_\_\_\_ (*name and title*), duly authorized to act on behalf of  
the \_\_\_\_\_ (*name of jurisdiction*), hereby approve the following emergency solutions  
grant activities proposed by Catholic Charities Inc. (*name of nonprofit organization*), which are to be located in  
\_\_\_\_\_ (*name(s) of jurisdiction(s)*):

By: \_\_\_\_\_  
Signature and Date

\_\_\_\_\_  
Typed or Written Name of Signatory Local Official

\_\_\_\_\_  
Title

Presentation of County Clerk's Report to the Board of County Commissioners confirmation of the same report, the allowance of claims and audit authorizing the issuance of orders (warrants) in payment of the claims allowed including the approval of county payroll.

As provided by Chapter 19-608, K.S.A. 1963, the foregoing report and decision of the County Clerk of claims against Crawford County is hereby presented to your Board of County Commissioners for confirmation, and all claims specified in said report, listed in the County Warrant Register for 2019. The funds listed are all inclusive and are submitted to the Board of County Commissioners on 04/30/2019 as provided by law.

Dept. #	Dept. Name	Net Pay	Deductions Employee + Employer	Total Payroll	End of Month Accounts Payable	Monthly total Account Payable	Total Expenses For Month
30	Ambulance Service	\$80,743.90	\$33,799.01	\$114,542.91	\$15,929.20	\$40,039.37	\$154,582.28
31	Comm. Corrections	\$20,624.70	\$16,328.31	\$36,953.01	\$9,895.84	\$9,895.84	\$46,848.85
35	Co Attny Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
59	Clerk Tech Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
60	Treasurer Tech Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$120.20	\$120.20
61	Reg Deeds Tech	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
62	Land Records Tech	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100	General Fund	\$345,935.85	\$171,284.76	\$517,220.61	\$100,846.61	\$227,780.80	\$745,001.41
107	Lower Eight Preparation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
108	PHAP BC Pathways Grant	\$1,995.53	\$1,728.23	\$3,723.76	\$0.00	\$0.00	\$3,723.76
109	PHAP Grant	\$5,996.71	\$6,641.80	\$12,638.51	\$0.00	\$0.00	\$12,638.51
110	Health Dept.	\$49,969.84	\$54,010.39	\$103,980.23	\$6,926.14	\$19,672.34	\$123,652.57
111	Health & Family	\$2,199.43	\$736.40	\$2,935.83	\$0.16	\$361.56	\$3,297.39
114	Free To Know	\$5,135.88	\$4,209.13	\$9,345.01	\$11.23	\$152.38	\$9,497.39
116	HERR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
117	Early Intervention	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
118	Case Management	\$3,328.56	\$2,421.13	\$5,749.69	\$1,009.97	\$1,043.16	\$6,792.85
119	Cancer Prevention	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
121	Family Connections	\$777.92	\$397.48	\$1,175.40	\$0.00	\$0.00	\$1,175.40
122	TCM Teen Pregnancy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
140	R&B, Spec Brg, Weed	\$98,375.47	\$44,462.25	\$142,837.72	\$20,128.28	\$107,794.58	\$250,632.30
141	Special Bridge Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
142	710th Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
145	Equipment Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
179	Driver Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
197	Wireless Phone Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
198	Consolidated 911	\$0.00	\$0.00	\$0.00	\$2,514.39	\$12,514.07	\$12,514.07
200	Employee Benefits	\$0.00	\$400,716.10	\$400,716.10	\$653.25	\$14,173.60	\$414,889.70
202	Operating Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
203	Office Remodel	\$0.00	\$0.00	\$0.00	\$4,990.00	\$4,990.00	\$4,990.00
215	Fire District #1	\$3,241.74	\$655.03	\$3,896.77	\$8,648.32	\$15,811.89	\$19,708.66
216	Fire Equipment Fund	\$0.00	\$0.00	\$0.00	\$9,446.46	\$9,446.46	\$9,446.46
220	Fire District #2	\$593.85	\$103.47	\$697.32	\$0.00	\$276.58	\$973.90
222	Fire District #3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
223	Fire District #4	\$0.00	\$0.00	\$0.00	\$867.84	\$8,355.64	\$8,355.64
241	Historical Museum	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
253	RJA reinvestment	\$1,556.62	\$3,191.87	\$4,748.49	\$45.00	\$45.00	\$4,793.49
257	Fiscal Clerk JJA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
260	JJ RJA 11th Judicial	\$16,259.38	\$12,559.30	\$28,818.68	\$1,620.51	\$2,783.55	\$31,602.23
261	Juvenile Justice JIAS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
262	Environmental LEPP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
263	Juvenile Justice	\$0.00	\$0.00	\$0.00	\$682.08	\$682.08	\$682.08
264	Local Envrmntl. Prot.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
355	Parks & Rec	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
398	Tourism & Convention	\$5,473.08	\$7,611.04	\$13,084.12	\$0.00	\$34,699.19	\$47,783.31
399	Viol. Against Women	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
505	Sewer District #2	\$0.00	\$0.00	\$0.00	\$0.00	\$3,962.22	\$3,962.22
516	Sewer District #4	\$172.70	\$47.08	\$219.78	\$0.00	\$22.40	\$242.18
520	Sewer District #5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
702	Sewer Franklin Oper #3	\$0.00	\$0.00	\$0.00	\$52.56	\$3,034.94	\$3,034.94
991	Mental Health Payroll	\$206,123.53	\$208,799.92	\$414,923.45	\$0.00	\$0.00	\$414,923.45
992	Motor Vehicle Payroll	\$10,030.85	\$5,316.52	\$15,347.37	\$0.00	\$0.00	\$15,347.37
		\$858,535.54	\$975,019.22	\$1,833,554.76	\$184,267.84	\$517,657.85	\$2,351,212.61

**Add-On Checks - See Detail on Monthly Reports**

Dept. #	Dept. Name	Net Pay	Deductions Employee + Employer	Total Payroll	End of Month Accounts Payable	Monthly Total Accounts Payable	Total Expenses For Month
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Add-ons - See Detail on Reports	\$0.00	\$0.00	\$0.00	\$2,913.07	\$2,913.07	\$2,913.07
Add On Total	\$0.00	\$0.00	\$0.00	\$2,913.07	\$2,913.07	\$2,913.07

**Unposted Checks - See Detail on Montly Reports**

Unposted - See Detail on Reports				\$12,433.07	\$12,589.46	\$12,589.46
					\$0.00	\$0.00
Unpost Total	\$0.00	\$0.00	\$0.00	\$12,433.07	\$12,589.46	\$12,589.46

**GRAND TOTALS for Warrant Account**

**\$2,341,536.22**

**Disbursements**

Dept #	Dept. Name	Accounts Payable	Total Expenses
			\$0.00
<b>Total Disbursements</b>			<b>\$0.00</b>

The following warrant numbers are inclusive in the amounts expended above:

04/15/2019	Accounts Payable Numbers	589863-590139	
04/15/2019	Payroll Numbers		0
04/15/2019	Disbursement Numbers		0
04/15/2019	Account Payable Add-on Numbers		0
04/15/2019	Payroll Add-on Numbers		0
4/29/2019	Accounts Payable Numbers	590140-590423	
4/29/2019	Payroll Numbers	590426-590569	
4/29/2019	Disbursement Numbers		0
4/29/2019	Account Payable Add-on Numbers	590424-590425	
4/29/2019	Payroll Add-on Numbers		0

The above listed report of the County Clerk of Crawford County, Kansas dated April 30, 2019 and all the claims listed and is submitted to the Board of County Commissioners. It is hereby moved by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_ that the said report be confirmed and listed in the County Warrant Register for 2019. The amounts are inclusive on this date submitted to the Board of County Commissioners and the County Clerk hereby authorized and ordered to issue a county order (warrant), on said claims to be payable out of the fund designated in the County Warrant Register for 2019, and listed in the said record book.

Motion carried by the following roll call vote:  
 Ayes: Commissioners: Johnson, Moody, and Blair  
 Nays:

Dated at Girard, Kansas this 7th Day of May, 2019

Chairperson \_\_\_\_\_

Member \_\_\_\_\_

Member \_\_\_\_\_

Attest \_\_\_\_\_

March 2019 to April 2019 Clerk's Report Change in Expenditures

Dept. #	Dept. Name	Total Payroll	Monthly Total Accounts Payable	Total Expenses For Month	02/28/2019	Difference	Notes
30	Ambulance Service	\$114,542.91	\$40,039.37	\$154,582.28	\$152,910.62	\$1,671.66	
31	Comm. Corrections	\$36,953.01	\$9,895.84	\$46,848.85	\$46,521.84	\$327.01	
35	Co Attny Training	\$0.00	\$0.00	\$0.00		\$0.00	
59	Clerk Tech Fund	\$0.00	\$0.00	\$0.00		\$0.00	
60	Treasurer Tech Fund	\$0.00	\$120.20	\$120.20	\$7,717.91	-\$7,597.71	Items for Remodeling paid for in April
61	Reg Deeds Tech	\$0.00	\$0.00	\$0.00		\$0.00	
62	Land Records Tech	\$0.00	\$0.00	\$0.00		\$0.00	
100	General Fund	\$517,220.61	\$227,780.80	\$745,001.41	\$719,573.62	\$25,427.79	Treasurer Postage \$6,0000, Appraiser Vehicle \$18,500, Cyber Ins. \$5,512 Coroner Autopsy Exp. \$13,200, Em. Mgmt Everbridge \$8,900
107	Lower Eight Preparation	\$0.00	\$0.00	\$0.00		\$0.00	
108	PHAP BC Pathway Grant	\$3,723.76	\$0.00	\$3,723.76	\$3,723.76	\$0.00	
109	PHAP Grant	\$12,638.51	\$0.00	\$12,638.51	\$12,638.51	\$0.00	
110	Health Dept.	\$103,980.23	\$19,672.34	\$123,652.57	\$128,289.54	-\$4,636.97	Opoind Grant to Mental Health Dept Paid in March
111	Health & Family	\$2,935.83	\$361.56	\$3,297.39	\$3,756.42	-\$459.03	
114	Free To Know	\$9,345.01	\$152.38	\$9,497.39	\$9,478.00	\$19.39	
116	HERR	\$0.00	\$0.00	\$0.00		\$0.00	
117	Early Intervention	\$0.00	\$0.00	\$0.00		\$0.00	
118	Case Management	\$5,749.69	\$1,043.16	\$6,792.85	\$6,966.62	-\$173.77	
119	Cancer Prevention	\$0.00	\$0.00	\$0.00		\$0.00	
121	Family Connections	\$1,175.40	\$0.00	\$1,175.40	\$1,175.40	\$0.00	
122	TCM Teen Pregnancy	\$0.00	\$0.00	\$0.00		\$0.00	
140	R&B, Spec Brg, Weed	\$142,837.72	\$107,794.58	\$250,632.30	\$233,475.58	\$17,156.72	Increase in Fuel & Rock Purchases in April
141	Special Bridge Fund	\$0.00	\$0.00	\$0.00		\$0.00	
142	710th Maintenance	\$0.00	\$0.00	\$0.00		\$0.00	
145	Equipment Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
179	Driver Improvement	\$0.00	\$0.00	\$0.00		\$0.00	
197	Wireless Phone Tax	\$0.00	\$0.00	\$0.00		\$0.00	
198	Consolidated 911	\$0.00	\$12,514.07	\$12,514.07	\$7,678.95	\$4,835.12	Cerdant, Inc. Maint Agmt \$5,415
200	Employee Benefits	\$400,716.10	\$14,173.60	\$414,889.70	\$401,320.66	\$13,569.04	Quarterly Benefits Payments
202	Operating Reserve Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
203	Office Remodel	\$0.00	\$4,990.00	\$4,990.00	\$4,893.02	\$96.98	
215	Fire District #1	\$3,896.77	\$15,811.89	\$19,708.66	\$24,557.47	-\$4,848.81	
216	Fire Equipment Fund	\$0.00	\$9,446.46	\$9,446.46	\$5,977.62	\$3,468.84	
220	Fire District #2	\$697.32	\$276.58	\$973.90	\$2,780.26	-\$1,806.36	
222	Fire District #3	\$0.00	\$0.00	\$0.00	\$2,286.16	-\$2,286.16	
223	Fire District #4	\$0.00	\$8,355.64	\$8,355.64	\$2,612.53	\$5,743.11	
241	Historical Museum	\$0.00	\$0.00	\$0.00		\$0.00	
253	RJA reinvestment	\$4,748.49	\$45.00	\$4,793.49	\$4,793.49	\$0.00	
257	Fiscal Clerk JJA	\$0.00	\$0.00	\$0.00		\$0.00	
260	JJ RJA 11th Judicial	\$28,818.68	\$2,783.55	\$31,602.23	\$30,953.73	\$648.50	
261	Juvenile Justice JIAS	\$0.00	\$0.00	\$0.00		\$0.00	
262	Environmental LEPP	\$0.00	\$0.00	\$0.00		\$0.00	
263	Juvenile Justice	\$0.00	\$682.08	\$682.08		\$682.08	
264	Local Envrmntl. Prot.	\$0.00	\$0.00	\$0.00		\$0.00	
355	Parks & Rec	\$0.00	\$0.00	\$0.00		\$0.00	
398	Tourism & Convention	\$13,084.12	\$33,699.19	\$46,783.31	\$40,794.42	\$5,988.89	Professional Services
399	Viol. Against Women	\$0.00	\$0.00	\$0.00		\$0.00	
505	Sewer District #2	\$0.00	\$3,962.22	\$3,962.22	\$3,854.97	\$107.25	
516	Sewer District #4	\$219.78	\$22.40	\$242.18	\$539.18	-\$297.00	
520	Sewer District #5	\$0.00	\$0.00	\$0.00		\$0.00	
702	Sewer Franklin Oper #3	\$0.00	\$3,034.94	\$3,034.94	\$871.42	\$2,163.52	Repairs to Lift Station \$2,077
991	Mental Health Payroll	\$414,923.45	\$0.00	\$414,923.45	\$425,716.39	-\$10,792.94	
992	Motor Vehicle Payroll	\$15,347.37	\$0.00	\$15,347.37	\$15,090.73	\$256.64	
		\$1,833,554.76	\$516,657.85	\$2,350,212.61	\$2,300,948.82	\$49,263.79	