

Board of Crawford County Commissioners

Commission Meeting Agenda

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS Tuesday, **August 27, 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 **August 23, 2019** minutes of the Board of County Commissioners.
 - b. **Signing of motions from the previous meeting**

Motion 19	261	That the consent agenda be approved including: Approval of the August 20, 2019 minutes
Motion 19	262	To recess this open session and go into a closed executive session for a period of not more than 20 minutes to discuss Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson and Emergency Management Director Jason VanBecelaere and to reconvene by 10:30 AM
Motion 19	263	To recess this open session and go into a closed executive session for a period of not more than 10 minutes to discuss Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson and Sheriff Danny Smith and to reconvene by 10:30 AM
Motion 19	264	To authorize Shop Foreman Greg Hite and Mr. Archie Moffett, Foley Equipment Sales Representative to move forward with the purchase of 3 Caterpillar Motor Graders
Motion 19	265	To recess this open session and go into a closed executive session for a period of not more than 15 minutes to discuss Non-Elected Personnel and to include the Board of County Commissioners and County Counselor Jim Emerson and to reconvene by 10:46 AM
Motion 19	266	To recess this open session and go into a closed executive session for a period of not more than 20 minutes to discuss Non-Elected Personnel and to include the Board of County Commissioners, County Counselor Jim Emerson and Shop Mechanic Josh Peak and to reconvene by 11:01 AM
Motion 19	267	To adopt Resolution #2019-021, A Resolution Creating a Special Ambulance Reserve Fund

Board of Crawford County Commissioners

Motion 19	268	To approve the Crawford County Conservations District 2020 Operations Fund Budget and authorize the Chairman to sign
Motion 19	269	To approve the 11 th Judicial District Crawford County Annual Budget and authorize the Chairman to sign

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 the public
- e. **Messages from appointed officials**
 - i. Undersheriff Scott Tyrell and Emergency Management Director Jason VanBecelaere presenting tower update and approval.
- f. Messages from other governmental entities
- g. Messages from elected officials
- h. **New Business**
 - i. Mr. Pyle, County Clerk
 - ii. Mr. Emerson, County Counselor
 - iii. Chairman Moody, Commissioner
 - iv. Mr. Johnson, Commissioner
 - v. Mr. Blair, Commissioner

IV. Old Business

- a. **Old Business**
 - i. Mr. Pyle, County Clerk
 - 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. **August 30, 2019 – 8:30 AM** Work Session to review and sign August bills and payroll vouchers.
- b. **Announcements**
 - i. **September 2, 2019** – The Courthouse will be closed in observance of the Labor Day Holiday.
 - ii. **September 17, 2019** – City/County Luncheon beginning at 12:00 Noon at the Girard Civic Center. All three Commissioners will be in attendance.

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.

911 Communications Tower Agenda.

- (1) Project Update: Environmental, Historical, Survey, etc.
- (2) Bid Documents: Approve Advertisement for Proposal
- (3) Discuss Lease-Purchase for the Tower and a Lease with 911 for county owned towers.
- (4) Sexual Harassment Policy.
- (5) Distracted Driver Policy.
- (6) Limited English Proficiency Policy.
- (7) Trafficking.

Crawford County Emergency Management

August 27, 2019

911 Communications Tower and Supporting Infrastructure Request for Proposal

Crawford County Emergency Management
111 E Forest
Girard, KS 66743
FAX 620-724-6007
PHONE 620-724-6115

ADVERTISEMENT FOR PROPOSAL

Responses (hereinafter “Bids”) to this Request for Proposal (hereinafter “RFP”) will be received by the Board of County Commissioners of Crawford County, Kansas (hereinafter “Board”), at the County Clerk’s office at the Crawford County Office Building until 4:30 PM, Wednesday, 18, 2019. The bids will be opened by the Board on Friday, September 20, 2019 at 10:00 AM in the commission meeting room 111 E Forest, Girard, Kansas. Such bids shall include the following:

Crawford County, Kansas, is requesting qualified respondents to submit proposals for the delivery, installation, and construction of a 180 ft. lattice tower, communication shelter, standby generator and additional infrastructure.

All bids shall be completed and returned on or before **4:30 PM, Wednesday, September 18, 2019.** All bids shall be clearly marked “**911 Communication Tower.**” All bidders shall submit (3) complete copies of their proposal at their own expense.

Copies of the RFP are on file and available for public inspection at the office of the Crawford County Clerk, 111 E Forest, Girard, KS 66743. Interested bidders may secure a set of specifications and a Bid Form from County Clerk, Crawford County, 111 E Forest, Girard, Kansas 66743. Questions can be requested by email until September 6, 2019, and may be addressed to Jason Vanbecelaere, Director of Emergency Management, Crawford County Emergency Communications at ercoksem@ckt.net.

No Bidder may withdraw a bid for a period of 60 days after the date of the opening of the bids.

The Bidder to whom a bid is awarded will be required to deliver a fully constructed tower, communications shelter, emergency generator, grounding system, and additional elements within 6 months of the notice to proceed.

The successful Proposer will enter into a contract with the County which will include the County’s “Contractual Provisions Attachment,” attached hereto, as modified by any requirements from the funding source used by the County.

The right is reserved by the governing body of Crawford County to reject any and all bids and to waive any irregularities therein. Unless all bids are rejected, the governing body will determine the most compliant and responsible bid meeting the needs of Crawford County.

COUNTY CLERK

By _____
Donald P. Pyle, County Clerk

REQUEST FOR PROPOSAL

911 Communications Tower

CRAWFORD COUNTY, KANSAS

8/27/2019

I. GENERAL

A. GENERAL

Crawford County, Kansas, is requesting qualified respondents to submit proposals for the delivery, installation, and construction of a 180 ft. lattice tower, communication shelter and additional infrastructure.

Contractor Responsibilities:

- **Furnish, install foundations and erect 180 ft. lattice tower per city/county loading requirements and manufacturer specifications**
- **Furnish and install 5 antenna mounts, 5 antennas and coax for county's 450 MHz radio system**
- **Provide 2" conduit with pull rope and install appropriate conductors from utility transformer/meter pedestal to shelter per Construction Drawings**
- **Clear, grub, and provide weed barrier for compound per Construction Drawings**
- **Construct shelter, generator and LP tank slabs according to Construction Drawings**
- **Furnish and install complete grounding system per Construction Drawings**
- **Purchase, offload and connect power to a 12 ft. x 16 ft. x 9 ft. equipment shelter**
- **Purchase, install and connect power and alarms to a 35 KW LP Vapor Standby Generator and 200 Amp Automatic Transfer Switch**

Crawford County Responsibilities

- **Contract installation of new electrical service from public right of way to transformer location shown in Construction Drawings**
- **Clear, grade and rock access road from public right of way to compound perimeter**
- **Apply final rock and grading to compound area**
- **Fence compound as specified in Construction Drawings**

B. Qualifications of Respondents

Crawford County Board of County Commissioners (hereinafter "Board") may make such investigations as it deems necessary to determine the ability of the proposer or bidder (hereinafter "bidder") to furnish the required equipment and services. All bidders shall furnish to Board with their bid all such information and data outlining their qualifications. Bidder must be a member of the National Association of Tower Erectors (NATE), and have a NATE Star Initiative standing. During any investigation by Board, bidder will provide any additional information upon request.

C. References

Bidder shall provide three (3) references of similar public safety communications tower projects completed within the past 3 years. Reference information shall

include: name of customer, location, type of tower provided, contact name, telephone number, and email address.

D. Warranty

The bid, and any subsequent contract documents, shall provide to Board a minimum 1-year warranty starting at the time of Final System Acceptance as signified in writing by the County. This warranty details shall be included in the proposal.

E. Method of Award

The award of the Request for Proposal (hereinafter "RFP") will be based in part upon, but not limited to, an analysis of the following criteria:

1. Technical evaluation and qualities of the proposed components, including installation, equipment and long term solution for Crawford County's communication needs;
2. Evaluation of the proposal and proposer's understanding of Crawford County requirements, including but not limited to warranty provisions;
3. Cost, responsiveness, and capabilities shown by the proposer including past projects (public safety project references, as requested).
4. Ability of the bidder to produce the system requested in the time frame specified.

The right is reserved by the "Board" to reject any and all bids and to waive any irregularity therein, to determine which bid is the most responsible, most compliant bid, and most suitable to Crawford County needs.

SECTION II: RESPONSE PROCEDURES

A. General Conditions

1. **Pricing Validity**-- The successful bidder shall guarantee pricing for additional purchases of the proposed products by Crawford County for six (6) months from the contract award date.
2. **Signature**--Each bidder shall sign their bid using an authorized signature and giving the bidder's full business address and telephone number. Bids by proprietorships shall be signed by the proprietor or by a person with a certified Power of Attorney to represent the proprietor. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall bear the corporate seal and shall be signed with the name of the corporation

followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing shall be typed or printed below the signature. A bid by a person who has affixed to his signature the word 'president', 'secretary', 'Agent' or other designation without disclosing his principal may be held to be the bid of the individual signing, in the sole discretion of the governing body of Crawford County Kansas. When requested by the Board or its agents, evidence of the authority of the person signing shall be furnished.

3. **Default**--In case of default by the selected bidder, the Board may, after notice has been given in writing, procure the articles or services from other sources, and hold the selected bidder responsible for any damage resulting from the default; provided that, if public necessity requires the use of materials or supplies not conforming to the RFP requirements, those materials or supplies may be accepted and payment therefore shall be made at a reduction in price, to be determined by mutual agreement between the selected bidder and the Board.

B. Instructions to Bidders

1. **BIDS.** Each bid with separate prices for options, shall be legibly written or printed in ink on Bid forms provided in this bound copy. No alterations in bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be accepted for consideration by the Board unless each such alteration is signed or initialed by the bidder; if initialed, the Board may require the bidder to identify any alteration so initialed. No alteration in any bid, or in the form on which it is submitted, shall be made after the bid has been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the bid when submitted.
 1. Bidders may submit more than one bid. Any additional bids will need to be submitted in separate packages and the reason for submission of the additional bid shall be provided.
 2. In submitting a proposal, bidders must certify that they have read the entire RFP, thoroughly examined all Plans and Specifications, and that they fully understand all requirements of this project. Bidder shall satisfy himself as to all the conditions requiring his considerations and shall make no claim against the County for added remuneration or compensation by reason of encountering difficulties not anticipated during the performance of the work.
 3. All questions should be provided in email form and must be submitted by COB, September 6, 2019. Answers will be returned no later than by Tuesday, September 10, 2019 via Email.

4. Bids shall be complete and include all equipment, labor, manufacturer drawings/engineering documents and/or manufacturer cut-sheets, installation costs, and warranties, as specified in these requirements.

5. The RFP process will be as follows:

- RFP Published August 30th, 2018
- RFP Published September 1st, 2019
- Register intent to bid September 6th, 2019
- Questions due COB September 6th, 2019
- Questions answered September 10th, 2019
- RFP due September 18th, 2019
- RFP opened September 20th, 2019
- Selection Upon approval of BOCC
- Completion 6 months from executed contract

2. **FAILURE TO MEET SPECIFICATIONS.** The failure to meet specifications after the award of the bid, up to and including delivery, and proper installation, will constitute a breach of contract

3. **WITHDRAWAL OF BID.** No bidder may withdraw a bid for 90 days after the date and hour set for the opening. A bidder may withdraw a bid any time prior to expiration of the period during which bids may be submitted by a written request signed and delivered to the Board in the same manner and by the same person who signed the original bid, and such request to withdraw bid shall be submitted in the same manner as the original bid.

4. **ACCEPTANCE AND REJECTION OF BIDS.** The Board reserves the right to accept the bid which, in its judgment, is the most compliant and best meets the needs of Crawford County; to reject any or all proposals; and to waive irregularities and informalities in any bid. Bids received after the specified time of closing will be returned unopened.

1. The Board accepts no responsibility for any expense incurred in proposal preparation and presentation. Such expense is to be borne exclusively by the proposer.

2. Proposals must be submitted by 4:30 PM, Wednesday, September 18th, 2019 to: Crawford County Clerk's Office, 111 E Forest, Girard, KS 66743. RFP's received after this time and date will not be considered. The Board will not be responsible for any delay in the proposal delivery by the US Mail, or any other package carrier. All proposals shall be clearly marked "**911 Communications Tower**". All

proposers shall submit Three (3) complete copies of their proposal.
Proposals will not be accepted via Email!

5. **EXCEPTIONS.** Any bidder taking exception to any part(s) or section(s) of this RFP shall indicate such exceptions in a separate section of their bid attached to the bid form. Failures to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with all RFP requirements as written. Explanation must be made for each item for which exception is taken, and the reason for which it is taken, in order for appropriate consideration to be given.
6. **INTERPRETATION OF CONTRACT DOCUMENTS.** If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the drawings, specifications, or other proposed contract documents, they shall submit to Crawford County a written request for an interpretation thereof. The person submitting such request shall be solely responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by written addendum. A copy of each written addendum will be emailed to all vendors who register to bid. The Board shall not be contractually responsible for any explanations or interpretations of the proposed contract documents which are not both set out in writing and formally appended to the contract and signed by the Board.
7. **KANSAS LEGAL REQUIREMENT.** If the successful bidder is a corporation organized outside the State of Kansas, it will be necessary to qualify with the Secretary of State of Kansas to do business within the State (K.S.A. 17-7301 et seq.). Written proof acceptable to the Board shall be provided within 30 days of notice of award, upon the Board's request.
8. **BOUND COPY OF CONTRACT DOCUMENTS.** No pages shall be removed from the bound copy of contract documents. The copy of contract documents filed with each bid shall be complete and shall include all items listed in the Table of Contents and all addenda.
9. **METHOD OF PROCUREMENT.** The successful bidder will be notified by email that they were awarded the bid. A payment schedule shall be included in the proposal. No later than 2 months after the acceptance of the proposed 911 communications tower, resolution of punch list issues, and delivery of all system documentation, the Crawford County Clerk will issue payment of the remainder of bid price.

APPENDIX C

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

- 1. All Executive Branch department and agency heads shall have available and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature Date Printed Name



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Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The following award condition is incorporated by reference into many OJP awards, starting in calendar year 2016. (Please refer to the terms and conditions that accompany the award document.) These requirements also may be addressed in (and encompassed by) certifications and assurances provided by recipients of OJP awards made in 2016 or earlier years.

Award Term and Condition:

Prohibited conduct by recipient and subrecipients related to trafficking in persons

Section A. Provisions applicable to a recipient that is a private entity

1. During the period of time that this award is in effect, the recipient, the recipient's employees, any subrecipient ("subgrantee"), and the employees of any subrecipient may not engage in--

- a. Severe forms of trafficking in persons;
- b. Procurement of a commercial sex act;
- c. Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
- d. Acts that directly support or advance trafficking in persons, including acts such as:
 - i. Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
 - ii. Without legally-sufficient justification as determined by OJP, failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
 - iii. Using materially false or fraudulent pretenses, representations, or promises regarding the employment to soliciting a person for employment, or in an offer of employment;
 - iv. Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
 - v. Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.

2. OJP as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that the recipient or a subrecipient ("subgrant") that is a private entity--

- a. Violated a prohibition in section A.1 of this award condition; or
- b. Has an employee who violated a prohibition in section A.1 of this award condition through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the recipient or the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

Section B. Provisions applicable to a recipient other than a private entity

1. During the period of time that the award is in effect, any subrecipient ("subgrantee") that is a private entity, and the employees of any subrecipient that is a private entity, may not engage in--

- a. Severe forms of trafficking in persons;
- b. Procurement of a commercial sex act;
- c. Use of forced labor in the performance of the award or any subaward ("subgrant") under the award;
- d. Acts that directly support or advance trafficking in persons, including acts such as:
 - i. Denying an employee access to the employee's own identity or immigration documents (including by destroying or confiscating such documents);
 - ii. Without legally-sufficient justification as determined by OJP, failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;

- iii. Using materially false or fraudulent pretenses, representations, or promises regarding the employment to solicit a person for employment, or in an offer of employment;
- iv. Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
- v. Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.

2. OJP as the federal awarding agency may unilaterally terminate this award, without penalty, if the agency official authorized to terminate the award determines that a subrecipient ("subgrantee") under this award that is a private entity--

- a. Violated a prohibition in section B.1 of this award condition; or
- b. Has an employee who violated a prohibition in section B.1 of this award condition through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient ("subgrantee") using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.






Section C. Provisions applicable to any recipient

1. The recipient must inform OJP promptly, and without delay, of any information the recipient receives from any source alleging a violation of a prohibition in section A.1 or B.1 of this award condition.
2. OJP's authority to terminate this award unilaterally (without penalty), described in section A.2 and B.2 of this award condition:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) (22 U.S.C. 7104(g)), and
 - b. Is in addition to any and all other remedies for noncompliance that are available to OJP with respect to this award, whether under the TVPA (see, e.g., 22 U.S.C. 7104b) or other applicable law.
3. The recipient must include and incorporate all applicable provisions of this award condition in any subaward ("subgrant") the recipient makes to a private entity.

Section D. Definitions.

For purposes of this award condition:

1. "Employee" means either:
 - a. An individual employed by the recipient or by a subrecipient ("subgrantee") who is engaged in the performance of the project or program under this award; or
 - b. Another person engaged in the performance of the project or program under this award, whether or not compensated with award funds, including, but not limited to, a volunteer, an individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements, or an agent (including a labor recruiter or broker).
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjecting to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - a. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. 175.25.
 - b. Includes:
 - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. 175.25(b).
 - ii. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA (22 U.S.C. 7102).

<p>BUREAUS AND OFFICES</p> <ul style="list-style-type: none"> ◆ Bureau of Justice Assistance ◆ Bureau of Justice Statistics ◆ National Institute of Justice ◆ Office for Victims of Crime ◆ Office of Juvenile Justice and Delinquency Prevention ◆ Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking 	<p style="text-align: center;">Office of Justice Programs 810 Seventh Street, NW · Washington, DC 20531</p> <table style="width: 100%;"> <tr> <td>◆ Accessibility</td> <td>◆ Privacy Policy</td> </tr> <tr> <td>◆ Reasonable Accommodation Manual</td> <td>◆ FOIA</td> </tr> <tr> <td>◆ Archives</td> <td>◆ Legal Policies and Disclaimers</td> </tr> <tr> <td></td> <td>◆ Notice to Former OJP Employees</td> </tr> </table>	◆ Accessibility	◆ Privacy Policy	◆ Reasonable Accommodation Manual	◆ FOIA	◆ Archives	◆ Legal Policies and Disclaimers		◆ Notice to Former OJP Employees	<p style="text-align: center;">STAY CONNECTED</p> <div style="text-align: center;">    </div> <div style="text-align: center;">   </div>
◆ Accessibility	◆ Privacy Policy									
◆ Reasonable Accommodation Manual	◆ FOIA									
◆ Archives	◆ Legal Policies and Disclaimers									
	◆ Notice to Former OJP Employees									

CRAWFORD COUNTY DISTRACTED DRIVER POLICY

PURPOSE

The operation of motor vehicles is a necessary part of Crawford County business. The operation of motor vehicles exposes our county to the risk of loss – through injury to employees or the general public, damage to property, and damage to our overall reputation and public image. Therefore, as a part of the Crawford County Commissioner’s commitment to operate all aspects of county business in a safe and responsible manner, we have created the following policy.

The purpose of which is to detail the policies and procedures Crawford County will take to minimize the frequency and severity of vehicle accidents. All employees are required to follow the procedures outlined in this policy. Any deviations from this policy must be immediately brought to the attention of the department head or supervisor.

SCOPE

This policy applies to all drivers of county-owned, leased, rented, or borrowed vehicles and all drivers of non-owned vehicles while being operated on Crawford County business, regardless of the amount of time spent in the vehicle.

PROCEDURE

All motor vehicle operators must obey all state laws and posted signs when operating vehicles. In addition, the following rules must be followed at all times.

Cell/Mobile Phones and Other Distractions. The use of cell/mobile phones, other than placing or receiving phone calls, or other devices that take attention away from the driving task, are prohibited when driving county vehicles or driving non-owned vehicles on Crawford County business. Passengers may use devices only if the use will not be distracting to the driver. Cell/mobile phone calls are encouraged to be made prior to or at the completion of a trip. If a call must be made during a trip, drivers should pull into a safe location and stop while making the call. If the driver receives an incoming call while driving, they should pull into a safe location and stop until the completion of the call. Any form of texting while operating a county vehicle or non-owned vehicle used to conduct Crawford County business is strictly prohibited. All Crawford County employees are highly encouraged to follow this practice in their own vehicles. See K.S.A. 8-15,111.

Seat Belts. Seat belts must be properly worn by all drivers and passengers while the vehicle is in operation. Children being transported in a county vehicle, or non-owned vehicle on Crawford County business, must remain properly secured in a child safety seat or booster seat according to state law. See K.S.A. 8-2503, 8-1344, and 8-1345.

Drugs and Alcohol. Drivers will not operate a motor vehicle at any time when his/her ability is impaired, affected or influenced by alcohol, illegal drugs, medication, illness, fatigue or injury. The sale, purchase, transfer or possession of any controlled substance (except medically prescribed drugs) is strictly prohibited while using a county vehicle, while on county premises, or while engaged in Crawford County business.

Severe Weather. Extreme caution must be exercised when driving in severe weather conditions. If a driver has any doubt about the safety of travel, they should contact their supervisor or the department head for guidance.

Radar Detectors. The use of radar detectors or any other device, with the purpose of detecting or interfering with police radar, is prohibited.

EXEMPTIONS

Using Hands Free devices will not be a violation. In addition, radio communications such as two-way radios will be allowed. Drivers will be able to use hand-held devices to contact emergency services and this policy would not interfere with the official duties of emergency service personnel including enforcement, emergency medical services, and fire services. An emergency vehicle includes enforcement services, emergency medical services, and fire response. The drivers of these emergency vehicles will be able to use communication devices or other electronic devices when acting within the scope of their employment. Per K.S.A. 8-15,111, a law enforcement officer or emergency service personnel are only exempt while acting within the course and scope of the law enforcement officer's or emergency service personnel's employment.

DISCIPLINE

Enforcement of this policy will be the responsibility of managers, supervisors and forepersons as this keeps the accountability within the specific departments. Employees who violate this policy shall be subject to disciplinary action as follows: first violation is one day off without pay; second violation is three days off without pay; a third violation will result in termination.

Crawford County Sheriff's Office

225 N. Enterprise Drive
Post Office Box 157
Girard, Kansas 66743



SHERIFF
DANNY SMITH

UNDERSHERIFF
SCOTT TYRELL

Main: 620-724-8274
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August 26, 2019

Crawford County Commissioners
111 E. Forest Avenue
Girard, Kansas 66743

Dear Commissioners:

In our effort to reach compliance with the requirements of the Federal Edward Byrne Memorial Justice Assistance Grant Program, for the Greenbush Tower Project, Award # 19-JAG-04, we are currently working on grant assurance #30, Limited English Proficiency. This assurance reads, "The Subgrantee (Crawford County Sheriff's Office) assures that procedures have been or will be developed to ensure meaningful access by persons with limited English proficiency that are eligible for assistance or services from any Subgrantee program assisted under JAG." (Further guidance in complying with the Limited English Proficiency (LEP) assurance is located in the U.S. Department of Justice *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons* at 67 C.F.R. 41455 (June 18, 2002).

Our office has drafted a LEP Policy and submitted it to Jim Emerson for review. In order to provide a complete procedure for this policy it will be necessary for us to have access to an interpreter service. We have researched three (3) companies which provide such services: Language Line Solutions, Stratus Video, and Voiance. All three (3) companies provide the service we would require, yet some have enhanced features. We did not find any local references for Language Line Solutions but it appears that Kansas City Missouri Police Department uses them. Stratus Video is currently used by Via Christi and has been for approximately 10 years. Voiance is contracted with the Kansas Highway Patrol.

Based on our evaluation of the three (3) companies, our recommendation would be Voiance. This recommendation is based upon their services which are provided for 9-1-1/State Governments. As a PSAP account, we would receive Priority Connect. They claim to handle these calls in under 10 seconds for all languages. Secondly, their pricing is the lowest. It is the same pricing for emergent

and non-emergent public safety accounts. High volume accounts that they have include Miami-Dade, Palm Beach County, San Francisco 911, Denver, Houston, Fort Worth, and the Kansas Highway Patrol. In total, they service about 1,150 PSAP's, PD's and SO's.

In discussing this policy with Jim Emerson, we felt that this would be a service that could be implemented county wide. The Crawford County Sheriff's Office, Crawford County EMS, Crawford County Mental Health, Crawford County Health, and possibly other departments would benefit.

We have included information on all three (3) companies for your review. We look forward to working with you in order to gain approval on one of the companies and move forward with the development of a Limited English Proficiency program. Our office feels that it is our legal obligation as well as the right thing to do.

Thank you in advance for your consideration concerning this matter.

Sincerely,


Scott T. Tyrell
Undersheriff

SUBJECT: LIMITED ENGLISH PROFICIENCY SERVICES

INTRODUCTION

Language barriers can sometimes inhibit or even prohibit limited English proficient (LEP) individuals from meaningfully accessing and/or understanding important rights, obligations, and services, or from communicating accurately and effectively in difficult situations.

DEFINITIONS

Definitions related to this policy include:

Bilingual – The ability to use two languages proficiently.

Interpretation – The act of listening to a communication in one language (source language) and orally converting it to another language (target language), while retaining the same meaning.

Limited English Proficient (LEP) – Individuals whose primary language is not English, and who have a limited ability to read, write, speak or understand English. LEP individuals may be competent in certain types of communication (e.g., speaking or understanding), but still be LEP for other purposes (e.g., reading or writing).

Primary Language – The native tongue or language in which an individual most effectively communicates.

Translation – The replacement of written text from one language (source language) into an equivalent written text (target language).

Vital Document – Any document that is used for official Crawford County purposes.

POLICY

It is Crawford County policy to take every reasonable step to ensure timely and accurate communication and access to all individuals regardless of national origin or primary language (Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d; Executive Order No. 13166, 65 Fed. Reg. 50121 (August 16, 2000).)

PROCEDURE

Four-factor Analysis

Since there are potentially hundreds of languages Crawford County personnel could encounter, we will utilize the four-factor analysis outlined in the U.S. Department of Justice LEP Guidance to Federal Financial Assistance Recipients in determining which measures will provide reasonable and meaningful access to various rights, obligations, services, and programs to

everyone. It is recognized that certain types of contacts and circumstances will vary considerably. This analysis must remain flexible and requires an ongoing balance of the following four factors:

1. The number or proportion of LEP individuals eligible to be served or likely to be encountered by Crawford County personnel or who may benefit from programs or services within the jurisdiction of Crawford County or a particular geographic area.
2. The frequency with which LEP individuals are likely to come in contact with Crawford County personnel, programs, or services.
3. The nature and importance of the contact, program, information, or service provided.
4. The cost of providing LEP assistance and the resources available.

Qualifying Individuals

While Crawford County will not discriminate against or deny any individual access to services, rights, or programs based upon national origin or any other protected interest or right, the above analysis will be utilized to determine the availability and level of assistance provided to any LEP individual or group.

Types of LEP Assistance Available

Crawford County personnel will make every reasonable effort to provide meaningful and timely assistance through a variety of services. LEP individuals may choose to accept Crawford County-provided LEP services at no cost or they may choose to provide their own. When considering the need for interpreting/translating services, Crawford County personnel will assess the seriousness of the matter. Further, the use of such services will be documented in any related reports, specifying the types of interpretation or translation services provided to any LEP individual.

- a. **Interpretation and Translation Services:** Crawford County personnel will utilize all reasonably available tools, such as smartphone App iTranslate, Voiance, or other translator/interpreter services when attempting to determine an LEP individual's primary language and to provide interpretation and translation services. Voiance may be utilized for telephone calls as well as assisting LEP individuals in person using speakerphone or handing the phone back and forth.
- b. **Bilingual Staff:** Bilingual Crawford County employees sufficiently qualified to communicate in a non-English language may volunteer to be utilized for LEP services. Crawford County does not require certifications nor does it test it's volunteers on their language fluency, but need only have a competent understanding of the language involved either through their own family heritage or training.

- c. **Family, Friends and Bystanders:** When competent bilingual Crawford County personnel are unavailable to assist, responsible family, friends, or bystanders may be called upon to interpret in very informal, non-confrontational situations, and only to obtain basic information. Using family, friends, or bystanders to interpret could result in a breach of confidentiality, a conflict of interest, biased assistance, or an inadequate interpretation. Barring exigent circumstances, Crawford County personnel should not use minor children to provide interpreter services. Crawford County personnel shall make case-by-case determinations on the appropriateness of using such individuals.

Written Forms and Guidelines

Crawford County will endeavor to provide frequently used and critical forms and guidelines in languages most commonly represented within the community or a particular area. These forms will be available upon request.

Receiving and Responding to Requests for Assistance

To provide LEP individuals with meaningful access to law enforcement, emergency medical services, fire services when they are victims of, or witnesses to, alleged criminal activity or other emergencies, Crawford County personnel will make every reasonable effort to promptly accommodate such LEP individuals through any or all of the above resources. While emergency situations receive top priority, it is also important that reasonable efforts be made to accommodate LEP individuals seeking more routine access to services and information from this county.

Field Contact

Field contact will generally include such contacts as traffic stops, pedestrian stops, serving warrants and restraining orders, crowd/traffic control, ambulance calls, fires, and other routine field contacts that may involve LEP individuals. The scope and nature of these activities and contacts will inevitably vary. Crawford County personnel must assess each situation to determine the need and availability for interpretation services to all involved LEP individuals and utilize the methods outlined above to provide appropriate language assistance. Although not every situation can be addressed in this policy, it is important that department personnel are able to effectively communicate with an LEP individual the reason for a contact, the need for information, and the meaning or consequences of any enforcement action taken.

Complaints

Any LEP individual who wishes to file a complaint with Crawford County regarding language access or the discharge of official duties shall be provided assistance in their primary language through a bilingual staff member, Voiance, or other authorized language assistance service.

Investigation into such complaints shall be handled in accordance with Crawford County policy. Written notice of the disposition of any LEP complaint will be provided in the complainant's primary language.

Training

In an effort to ensure that all Crawford County employees in public contact positions are properly trained, Crawford County will provide periodic training to personnel utilizing Special Meeting Trainings, Training Bulletins, and annual mandated training concerning LEP policies and procedures, including how to access Crawford County-authorized telephonic and in-person interpreters and other available language resources.