

Board of Crawford County Commissioners

Commissioners' Journal

2014, FORTY-FOURTH MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM
Girard, KS Tuesday, June 24, 2014, 10:00 AM

The Crawford County Board of Commissioners met pursuant to Kansas Statutes Annotated Chapter 19, Article 2, Section 18 in due and regular session with open doors.

Commissioner Bob Kmiec served as the presiding officer.

Commissioners Tom Moody and Carl Wood were in attendance.

County Clerk Don Pyle and County Counselor Jim Emerson were seated with the Board.

Chairman Kmiec led the pledge of allegiance.

UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA

On motion (14-162) of Commissioner Moody and the second of Commissioner Wood that the consent agenda be approved including:

1. Approval of the June 20, 2014 minutes of the Board of Commissioners

Yeas: Commissioners Moody, Kmiec and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed and the consent agenda was approved.

SIGNING OF MOTIONS

The County Clerk presented the following motions for Commissioners' signatures:

Motion 14	155	That the consent agenda be approved including: Approval of the June 17, 2014 minutes
Motion 14	156	To Close the Public Hearing on closing and vacating a platted unnamed street in the Original Town of Chicopee
Motion 14	157	To adopt Resolution #2014-020, a Resolution closing and vacating a platted unnamed street in the Original Town of Chicopee, Crawford County, Kansas, according to the recorded plat thereof.
Motion 14	158	To Close the Public Hearing on the nuisance violation for Timothy T. Fritch and Randy D. Fritch
Motion 14	159	To Deny the Appeal on the nuisance violation for Timothy T. Fritch and Randy D. Fritch
Motion 14	160	To approve the Lease Purchase Agreement between Crawford County and Commerce Bank for the purchase of a vehicle by Fire District Number 3 and authorize the chairman to sign

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Motion 14	161	To approve the Order of Fence Viewers To Daniel and Kristi Hance and Ted Hessong and Chuckie Hessong
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UNDER THE HEADING NEW BUSINESS

NEW BUSINESS FOR CRAWFORD COUNTY BOARD OF HEALTH

Item One: Ms. Janis Goedeke and Mr. Rick Pfeiffer presenting renewal of the Early Detection Works Grant. Ms. Goedeke mentioned that she appreciated the cooperation of other county departments and entities on some of the projects that they have recently completed. Ms. Goedeke discussed that this grant helps to pay for services to help detect cancer in the early stages over an area of 18 counties. Ms. Goedeke stated that they help to pair clients with detection service providers in the area and that many of their clients would not have access to these services without this program.

Board of Crawford County Commissioners

CONTRACT BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND THE CRAWFORD COUNTY HEALTH DEPARTMENT

Contract Amount: \$115,906.00 Contract
Contract Period: Upon Signing--06/30/2015

This contract is made upon signatures by and between the Crawford County Health Department, 410 East Atkinson, Suite B, Pittsburg, Kansas 66762, hereinafter referred to as "CCHD" and the Kansas Department of Health and Environment, hereinafter referred to as "KDHE."

RECITALS

KDHE desires to engage the services of CCHD to perform the tasks hereinafter described. CCHD is both capable and desirous of providing the services desired by KDHE.

The parties agree as follows:

CCHD AGREES TO:

1. Serve as regional contractor in Southeast Kansas for the Early Detection Works (EDW) program. The Southeast region has a primary focus on: Allen, Anderson, Bourbon, Chautauqua, Cherokee, Coffey, Crawford, Elk, Geary, Greenwood, Labette, Linn, Lyon, Montgomery, Morris, Neosho, Wilson, and Woodson counties.
2. Employ a full-time Regional Nurse dedicating 100% of time to manage regional EDW activities; with responsibility to:
 - A. Monitor the status of EDW women with abnormal screening results and follow up with contracted providers to ensure timely diagnostic services, referrals, and follow up per EDW guidelines. Assure that EDW women diagnosed with breast or cervical cancer receive timely referral to the Medicaid program.
 - B. Serve as the liaison between EDW and local communities.
 - C. Supervise EDW staff at CCHD including Outreach Worker(s).
 - D. Assist with local coalitions in the Southeast Region that support population and evidence based activities for cancer prevention and control as funding allows.
 - E. Work with local partners to assure public education materials are appropriate for the target population.
 - F. Coordinate EDW services for clients by identifying and recruiting local providers to ensure availability in the region.
 - G. Assist the KDHE Clinical Nurse Manager in quality assurance, professional education, and reporting activities.

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- H. Participate in EDW evaluation activities including but not limited to: Coordinate with the KDHE Epidemiologist to ensure a system of surveillance, tracking and follow-up. Provide technical assistance to contracted regional service providers regarding program documentation requirements. Assist with EDW reports including logic models, work plans, strategic planning and funder reports as requested.
 - I. Attend meetings, retreats and regional trainings sponsored by EDW. Participate in bi-monthly teleconferences.
 - J. Review Catalyst reports (e.g. Enrollment Summary, Missing Encounters (Pending Approvals and Recent Abnormals) at least monthly for quality assurance.
 - K. Review and assist with the resolution of payment requests per CDC performance standards (e.g., screening guidelines, quality standards, with error messages) at least weekly. Communicate with contracted regional service providers to resolve issues related to performance standards, consulting with the Clinical Nurse Manager if necessary. Notify the EDW Clinical Nurse Manager if assistance is needed to keep current with reviews due to vacation, illness, etc.
 - L. Communicate to the Bureau of Health Promotion (BHP) Contract Specialist any changes in provider information such as address, contact information, phone numbers, etc.
 - M. Schedule monthly calls (minimum) with Bureau of Health Promotion Clinical Nurse Manager to describe progress in meeting contract objectives; local health agency concerns and needs; significant achievements; community/agency networking, pertinent client case examples; special results of program interventions; changes or additions to local policies/procedures; client success stories; and other information deemed important.
 - N. Assist contracted regional service providers unable to comply with web based submission of data (Catalyst) & payment requests.
 - O. Agree to keep log-ins and passwords for the Catalyst system confidential to the user.
3. Employ Outreach Worker(s) per approved budget to:
- A. Provide outreach, enrollment, and education for cancer prevention and control to the community thereby enhancing community networks as funding allows.
 - B. Implement population and evidence-based health education activities using policy, systems, and environment approaches as funding allows.
 - C. Assist the Regional Nurse and the Clinical Nurse Manager with record keeping, client notifications, and follow up, as delegated.
 - D. Work with Cancer Program Public Health Educator to develop a system for tracking outreach and education events, outcomes, and success stories. Assist with outreach and education reports as requested by KDHE staff.
 - E. Attend meetings and retreats and regional trainings sponsored by EDW. Participate in bi-monthly teleconferences.
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4. Provide administrative functions for the program, including submission of required reports and enrollment of eligible women.
5. Submit Affidavits of Expenditures to KDHE reflecting contract expenditures and documentation of matching funds. A final affidavit must be submitted within 30 days of the termination of this contract. Line item amounts up to 10% may be moved across categories without preapproval, provided that the total contract amount does not exceed \$115,906.00.
6. Notify the Clinical Nurse Manager or Program Director of local agency concerns and needs, staff changes and any other information deemed important.
7. Provide all data requested by KDHE for meeting the CDC's required Minimum Data Elements (MDE) within 7 days of request.
8. Assess the individual and household tobacco use status of women screened using EDW funding. Refer those who are tobacco users or who have tobacco users in their household to a tobacco cessation program. A cessation program is available through KDHE. More information can be found at: <http://www.kdheks.gov/tobacco/cessation.html>. The CDC encourages health care providers to offer tobacco cessation information to all applicable patients and members of their household as a standard of practice, whether they are EDW patients or not.

KDHE AGREES TO:

1. Provide a total amount of \$115,906.00 for the project.
2. Provide reimbursement for each quarter upon receipt of approved affidavit of expenditures.
3. Provide orientation, technical assistance, support and educational opportunities to CCHD staff employed through this contract.
4. Notify Vendor of EDW program enrollment guideline changes and/or Catalyst enrollment system enhancements.
5. Provide technical assistance, training, and resources to contracted regional services providers regarding the use of the Catalyst data management system in conjunction with the EDW Data Manager.

THE PARTIES AGREE:

1. The duration of this contract is upon fully signed and executed documents and ending June 29, 2015.
2. The total contract amount shall not exceed \$115,906.00 as itemized in the budget, attached hereto as Exhibit #1 and incorporated by reference.
3. Contract renewal is contingent upon CCHD's satisfactory performance.
4. The provisions found in Appendix A, Contractual Provision Attachment (Form DA-146a), and Appendix B, Compliance with the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," and the "Non-Debarment Certification and Warranty," which are attached hereto, are hereby incorporated into this contract and made a part thereof.

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EXHIBIT #1 BUDGET

Regional Nurse Patient Navigator
Crawford County Health Department (CCHD)
Contract Period: Upon signing – 06/29/2015

Personnel:

Regional Nurse Case Manager	\$ 41,201.00
Outreach Worker	\$ 26,607.00
Fringe:	\$ 46,993.00
Total Personnel and Fringe	\$ 114,801.00

Travel:

Within region expenses:	
Mileage 600 miles x .55 per mile	\$ 330.00
Hotel \$100 per night x 2 nights x 2 people	\$ 400.00
Per Diem @ 50.00/day	\$ 200.00
Total travel	\$ 930.00

Supplies:

Office supplies	\$ 0.00
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Other:

Telephone landline/cell/internet	\$ 175.00
Postage	\$ 0.00
Total Other	\$ 175.00

Indirect Costs	(10% Maximum)
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<u>CONTRACT TOTAL</u>	<u>\$ 115,906.00</u>
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5. This contract is contingent upon the availability of federal funds.
6. This contract may be terminated by either party upon written notice at least 30 days in advance of the effective date of termination.
7. If this contract is terminated, CCHD will be paid for those costs incurred prior to the date of termination. KDHE shall receive all materials and products produced prior to the date of termination.
8. This contract supersedes all prior understandings and contracts between KDHE and CCHD, and contains the entire contract between the parties. Any alteration, changes or amendments shall require the written consent of both parties.

IN WITNESS WHEREOF, said parties have hereunto set their hands.

Robert Moser MD, Secretary
Kansas Department of Health & Environment

Date


CCHD Administrator

Janis Goedeke
Printed Name


Chair, Crawford County Commission

Bob Kmiec
Printed Name

6/24/14
Date

Board of Crawford County Commissioners

Appendix A

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

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

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

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

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

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

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

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

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

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

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

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

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

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

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

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

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Appendix B

COMPLIANCE WITH THE "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS"

Congress has enacted a law, found at 41 U.S.C. 4712, that encourage employees to report fraud, waste, and abuse. This law applies to all employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, "Recipient of Funds"]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS".

This program requires all grantees, their subgrantees and subcontractors to:

- Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
- Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
- Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants contracts, subgrants, and subcontracts through January 1, 2017.

The Recipient of Funds acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies of the pilot program.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that KDHE is required to verify that the Recipient of Funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the Excluded Parties List System (EPLS) maintained by the General Services Administration; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

The Recipient of Funds, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas.

On motion (14-163) of Commissioner Moody and the second of Commissioner Kmiec to approve the agreement between the Kansas Dept. of Health and Environment and the Crawford County Health Dept. for the Early Detection Works Grant and authorize the Chairman to sign.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

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The motion prevailed.

Item Two: Ms. Janis Goekeke requesting an appointment to the Eat Well Committee from the 2nd Commission District. Ms. Goedeke stated that a vacancy had appeared on the Eat Well Committee from the Second Commission District. Mr. Moody stated that he had discussed this with Shelly Hipfl and he would like to appoint her to this committee.

On motion (14-164) of Commissioner Moody and the second of Commissioner Wood to approve the appointment of Shelly Hipfl to the Crawford County Eat Well Committee from the 2nd Commission District of Crawford County.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS MESSAGES FROM THE PUBLIC MESSAGES FROM OTHER GOVERNMENTAL ENTITIES MESSAGES FROM ELECTED OFFICIALS

Item One: Sheriff Dan Peak addressing 911 Center issues and Road Surveys. Sheriff Peak distributed some information to the Commissioners about some roads in the county. He discussed 530th Avenue just west of U.S. Highway 69 running from the south end of Pittsburg to Chicopee. He recommended that some better warning signs for the curves on this road be installed and he felt that the speed limit was appropriate. The Commissioners discussed and felt that the curve warning signs would be sufficient and that they could review this again later if it is needed. Sheriff Peak also discussed 80th Street South of K-126 Highway and he felt that the speed limit did not need to be changed. He also discussed the intersection of 590th Avenue and 70th Street and a request that a 4 way stop be instituted. Sheriff Peak was concerned that the traffic on 590th would take a while to adjust to the stop on that road and that the change could cause accidents. It was discussed that the traffic on 70th Street can have some vision problems at the intersection and that some additional signage that this is a dangerous intersection could help to make drivers more cautious at this intersection. Sheriff Peak and the Commissioners did not feel that a 4 way stop was needed at this intersection. The Commissioners thanked Sheriff Peak for this information and they would discuss this with the County Road Sign Manager.

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Road Surveys:

530 Avenue (Baseline) west of US 69:

Survey regarding potential need for placement of guard rails at curves.

Observations: Speed limit 35 mph. No excessive speed noted. No curve sign for eastbound traffic. No serious accidents or injuries in recent years. Less than 10 accidents reported and worked there in the last 10 years.

Recommendations: Post one or more "S" curve signs on each end of curves; Consider placing directional markers at the curves in lieu of guard rails.

^{80th} **90th Street south of K-126 Highway:**

Survey regarding speed limit

Observations: No excessive speeds. Good road condition. No past complaints to the Sheriff's Office.

Recommendation: No changes.

590th Avenue and 70th Street:

Survey regarding need for 4 way stop

Observations: Paved road on 590th east of 70th. Stop signs for north and south bound traffic. Complaints to commissioners, Sheriff's Office and Road and Bridge. Traffic travels at a higher rate on the paved portion of 590th than on the other roadways from that intersection.

Recommendation: Would be cautious of placing 4 way stop sign, especially for westbound traffic. If placed, would recommend placing extra stop ahead signs until drivers become accustomed to the change.

Sheriff Peak mentioned that the improvements to the 911 Center are progressing well and they are nearing completion of the project. He stated that the dispatchers are excited about the changes in the center and how it will impact their ability to do their jobs. Sheriff Peak discussed some issues they have been working on with their backup power supply at the 911 center. He stated that he had some individuals look at their system and they recommended that the 911 Committee purchase an Eaton 9170+ UPS system to be the backup power supply for all of the computers and other equipment in the dispatch and 911 center. Commissioner Wood asked about the levels of backup capability in this unit and how well it will function down the road. Sheriff Peak was going to arrange a visit between Commissioner Wood and Mr. Green of Craw-Kan.

On motion (14-165) of Commissioner Moody and the second of Commissioner Wood to approve the Purchase of an Eaton 9170 Plus UPS System for the 911 system for \$18,500.
Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

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MESSAGES FROM APPOINTED OFFICIALS PROCLAMATIONS AND ORDERS OF THE BOARD NEW BUSINESS:

Item One: Mr. Jim Emerson, County Counselor presenting Kansas Housing Resources Corporation Emergency Solutions Grant FFY 2014 Notification of Grant Award for Safehouse Crisis Center, Inc. Mr. Emerson stated that the county is a pass through for this grant for the Safehouse Crisis Center.

EMERGENCY SOLUTIONS GRANT – FFY2014 NOTIFICATION OF GRANT AWARD

Kansas Housing Resources Corporation

State of Kansas

Grantee's Name		Grantee's Address	
Crawford County		PO Box 249 Girard, KS 66743	
Federal Tax ID#	Grant Number	Grant Period	Grant Award
48-6042132	ESG-FFY2014	From: 07/01/2014 To: 06/30/2015	\$13,806.00

EMERGENCY SOLUTIONS FUNDS	PROJECT BUDGET
Street Outreach	\$0.00
Emergency Shelter	\$13,443.00
Homeless Prevention	\$0.00
Rapid Re-Housing	\$0.00
HMIS	\$0.00
Local Government Administration	\$363.00
TOTAL GRANT AWARD	\$13,806.00
 LOCAL MATCHING FUNDS	 \$13,443.00
TOTAL PROJECT COST	\$27,249.00

We, the undersigned, approve this grant and the provisions set forth in the Grant Award Conditions and Emergency Solutions Grant Program rules and regulations.

Authorized State Official

Authorized Grantee Official

Signature

Date

Bob Kmiec
Signature

6-24-14
Date

Dennis L. Mesa, Executive Director

Printed Name Title

Bob Kmiec Chairman

Printed Name Title

Board of Crawford County Commissioners

Grant Award Conditions Kansas Emergency Solutions Grant Program

1. The Local Government must match the amount of the State's grant dollar-for-dollar, except for the "Local Government Administration" allocation. Matching funds must be provided *after* the date of the grant award to the grantee. If a hardship would occur in meeting the match, exemptions may be requested in writing.
2. The terms of the State's grant award, the required local match, and the Local Government's expenditure of grant funds are subject to Federal "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 24 CFR Part 85.
3. All ESG Sub Recipients must have signed the "Certification of Local Approval for Nonprofit Organizations" and the, "Local Unit of Government Emergency Solutions Grant Program FY2014 Certifications" contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
4. The Local Government's requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the "Notification of Grant Award" and "Budget Itemization". Any request for changes must be submitted to the Kansas Housing Resources Corporation (Corporation) in writing.
5. When salaries are included in the State's grant award, concurrent with the first reimbursement of salaries, the local Government shall submit the name, title, beginning date, and qualifications of the employee(s).
6. The State will de-obligate and recapture from the Local Government, any unexpended grant funds after the ending date of grant award, unless an extension is agreed to for completion of activities specified in the "Notification of Grant Award" and "Budget Itemization."
7. The Local Government, and nonprofit organizations to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of four years after completion of the State's Final Report to the U.S. Department of Housing and Urban Development or until completion of a State Audit Report.
8. Authorized representatives of the Corporation, the Division of Legislative Post Audit, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these funds and the receipt of assistance under the ESG Program as may be necessary to make audits, examinations, excerpts, and transcripts.

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Any contract or agreement entered into by the Recipient shall contain language comparable to this section so as to assure access by authorized parties to the pertinent records of any sub recipient, contractor, or subcontractor.

9. The Local Government shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Local Government shall submit any other reports, containing such information, and at such times as may be required by the Kansas Housing Resources Corporation.
10. The Local Government and nonprofit organizations funded under this grant award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Solutions Grant activities.
11. Special Conditions: The specific provisions found in "Contractual Provisions Attachment" (Form DA-146a), attached hereto to be executed by parties to this agreement, and are hereby incorporated into this agreement and made a part hereof.

Bella Kmiec
Signature

6-24-14
Date

Title

Board of Crawford County Commissioners

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), 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 July 2014.

- 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.
- Agreement with Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
- 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.
- Disclaimer of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
Parties to this contract understand that 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.
- Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- Arbitration, Damages, and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-8403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
- 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.
- Responsibility for Taxes:** The State of Kansas 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.
- Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
- 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.
- 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."

Signature and Title

Date

Board of Crawford County Commissioners

BUDGET ITEMIZATION
KANSAS EMERGENCY SOLUTIONS GRANT PROGRAM
KANSAS HOUSING RESOURCES CORPORATION

Sub Recipient's Name	Sub Recipient's Address
Safehouse Crisis Center, Inc.	409 N. Walnut Pittsburg, Kansas 66762

APPROVED ESG EXPENSES

FOR

Safehouse Crisis Center, Inc.

STATE ESG FUNDS (See ESG Eligible Amount Activities.)

Street Outreach (*List standard sub items with planned expenses.*)

Emergency Shelter (*List standard sub items with planned expenses.*) \$13,443.00
Salaries and benefits, utilities (electric, gas, water, trash), telecommunications,
Insurance, pest control, fire & security alarms, and maintenance/repairs.

Homeless Prevention (*List standard sub items with planned expenses.*)

Rapid Re-Housing (*List standard sub items with planned expenses.*)

HMIS (*List standard sub items with planned expenses.*)

TOTAL APPROVED ESG EXPENSES - \$13,443.00
363.00 - Administration

Board of Crawford County Commissioners

BUDGET ITEMIZATION PAGE 2

LOCAL MATCHING FUNDS	AMOUNT
Donated Materials or Buildings	
Value of Lease	
Staff Salaries	
Volunteer Time	
Other Non-ESG Sources - Appraised Value of Shelter Building	\$144,900.00
TOTAL MATCHING FUNDS (Must equal Total Approved ESG Expenses.)	\$13,443.00

I, the undersigned, approve this Budget Itemization.

Financial Officer of Local Government Responsible for ESG Account

Signature

Bob Kmiec

Date 6-24-14

Name Bob Kmiec

Title Chairman
Crawford County Commission

(620) 724-6390
Area Code Telephone #

(620) 724-6841
Area Code Fax #

On motion (14-166) of Commissioner Moody and the second of Commissioner Wood to approve the Kansas Housing Resources Corporation Emergency Solutions Grant FFY 2014 Notification of Grant Award for Safehouse Crisis Center, Inc in the amount of \$13,806 and authorize the Chairman to sign.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Two: Mr. Jim Emerson, County Counselor presenting two agreements with BNSF Railroad for crossings on railroads in Crawford County. The first agreement was for the crossing on 640th Avenue approximately 1.5 miles north of Girard on Highway 7 and

Board of Crawford County Commissioners

approximately .75 miles east of the highway. The second agreement was for the crossing on 510th Avenue just north of Cherokee and approximately .75 miles east of Highway 7.

"COUNTY'S ORIGINAL"

Agmt. No. 006143043

AGREEMENT

BNSF Railway Company
Crossing Signals and Gates

Project No. 19 X-2878-01
HSIP-X287(801)
Crawford County, Kansas

Agreement between the BNSF Railway Company, the County of Crawford, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

* * * * *

This agreement, made and entered into this _____ day of _____, _____, by and between the BNSF Railway Company, a corporation, hereinafter referred to as the "Company", the County of Crawford, Kansas, hereinafter referred to as the "County", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

WITNESSETH:

WHEREAS, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light straight post type and gates at a grade crossing (DOT #669864Y) on 640 Avenue, Crawford County, Kansas, said project to be known and designated as Project No. 19 X-2878-01; HSIP-X287(801) and more particularly described as follows:

at the intersection of 640 Avenue and the Company's tracks approximately 900 feet east of the Southwest Corner of Section 6, Township 29 South, Range 24, East, in Crawford County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

WHEREAS, the locations for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the County, and the Secretary, and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds, including preliminary engineering, construction, sales tax, users tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

- 1 -

On motion (14-167) of Commissioner Moody and the second of Commissioner Wood to approve the agreements between Crawford County and BNSF Railroad for Crossing Signals on 640th Avenue in Crawford County.

Yeas: Commissioners Kmiec, Moody and Wood

Nays:

Board of Crawford County Commissioners

Present but not voting:

Absent or not voting:

The motion prevailed.

"COUNTY'S ORIGINAL"

Agmt. No. 006143046

AGREEMENT

BNSF Railway Company
Crossing Signals and Gates

Project No. 19 X-2881-01
HSIP-X288(101)
Crawford County, Kansas

Agreement between the BNSF Railway Company, the County of Crawford, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

* * * * *

This agreement, made and entered into this _____ day of _____, _____, by and between the BNSF Railway Company, a corporation, hereinafter referred to as the "Company", the County of Crawford, Kansas, hereinafter referred to as the "County", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

WITNESSETH:

WHEREAS, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light straight post type and gates at a grade crossing (DOT #669892C) on 510 Avenue, Crawford County, Kansas, said project to be known and designated as Project No. 19 X-2881-01; HSIP-X288(101) and more particularly described as follows:

at the intersection of 510 Avenue and the Company's tracks approximately 1500 feet west of the Southeast Corner of Section 7, Township 31 South, Range 24 East, in Crawford County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

WHEREAS, the locations for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the County, and the Secretary, and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds, including preliminary engineering, construction, sales tax, users tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

- 1 -

On motion (14-168) of Commissioner Moody and the second of Commissioner Kmiec to approve the agreement between Crawford County and BNSF Railroad for Crossing Signals on 510th Avenue in Crawford County.

Yeas: Commissioners Kmiec, Moody and Wood

Board of Crawford County Commissioners

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Three: Commissioner Tom Moody regarding a possible tour of the Camptown building north of Frontenac on Highway 69. Commissioner Moody stated that George Wingert, the lobbyist for Phil Ruffin and Camptown, wanted to take the Commissioners on a tour of this facility to show how easy it would be to have it ready as a casino. The Commissioners asked Mr. Emerson to see if they could tour the facility on Friday after the commission meeting.

UNDER THE HEADING OLD BUSINESS

EXECUTIVE SESSION

UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS

FUTURE BUSINESS:

Item One: June 27, 2014 – 8:30 AM – Work Session for the signing of the June, 2014, end of month bills and payroll vouchers.

Item Two: June 27, 2014 – All three Commissioners could be touring the Camptown Building after the Regular Commission Meeting.

ANNOUNCEMENTS:

Item One: July 4, 2014 – The courthouse will be closed in observance of the Independence Day Holiday and the Commission Meeting is cancelled.

UNDER THE HEADING MOTION TO ADJOURN

MOTION TO ADJOURN

Item One: Adjournment

On the motion of Commissioner Moody and the second of Commissioner Wood to adjourn the [June 24, 2014](#) meeting of the Board of Crawford County Commissioners at 10:54 [AM](#) and to reconvene at the next regularly scheduled time with open doors.

Yeas: Commissioners Moody, Kmiec and Wood

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

In Testimony whereof, I have hereunto set my hand and caused to be affixed my official seal and submitted these minutes for the approval of the Board of Crawford County Commissioners:

Board of Crawford County Commissioners

Don Pyle
County Clerk



This submission completed at the Crawford County Courthouse in Girard.

Taken by DPP 6/24/2014 at 10:54 AM, Amended by DPP 6/26/2014 at 11:15 AM/amended BKW 06/26/2014 3:17 PM