Board of Crawford County Commissioners

Commission Meeting Agenda

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM Girard, KS Friday, September 11, 2020 10:00 AM

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 September 4, 2020 minutes of the Board of County Commissioners, and
 - 2. Authorizing the Chairman to sign the previous week's vouchers.

b. Signing of motions from the previous meeting

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Motion 20	371	That the consent agenda be approved including: Approval of the
		September 1, 2020 minutes
Motion 20	372	To approve Local Health Officer Order No. 3 on Restricted Activities
		issued September 4, 2020 and authorize the Vice Chairman to sign
Motion 20	373	To recess this open meeting for a period of 5 minutes

III. New Business

- a. Proclamations and orders of the Board
- b. Messages from the Crawford County Local Board of Health
 - i. County Health Officials presenting COVID-19 update
- c. Scheduled public hearings and opening of announced bid
- d. Messages from the public
- e. Messages from appointed officials
- f. Messages from other governmental entities
- g. Messages from elected officials
- h. New Business
 - i. Mr. Pyle, County Clerk
 - ii. Mr. Emerson, County Counselor
 - 1. Presenting Emergency Shelter Grant
 - iii. Chairman Blair, Commissioner
 - iv. Mr. Moody, Commissioner
 - v. Mr. Johnson, Commissioner

IV. Old Business

- a. Old Business
 - i. Mr. Pyle, County Clerk
 - ii. Mr. Emerson, County Counselor
 - iii. Chairman Blair, Commissioner

Board of Crawford County Commissioners

- iv. Mr. Moody, Commissioner
- v. Mr. Johnson, Commissioner

V. Future Business and Announcements

- a. Future Business
 - i. **September 15, 2020 8:30 AM** Work Session to review and sign September mid-month bills and payroll vouchers.

b. Announcements

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.

FFY2020

ESG-CV - CDFA# 14.231

NOTIFICATION OF GRANT AWARD

State of Kansas

Kansas Housing Resources Corporation
2015 Department of Housing and Urban Development Grant Award Date DUNS# -137043662 - FEIN# - 71-0950729 - Not R&D Indirect cost rate NA

Sub Recip	oient Name	Sub Recipient Address		
Crawford County				
Sub Recipient Federal Tax ID#	Sub Recipient Grant Number	Sub Recipient Grant Period	Sub Recipient Grant Sub Award	
	ESG CV-FFY2020	From: 07/01/2020 To: 06/30/2021	\$ 44,333.00	
EMERGENCY SO	DLUTIONS FUNDS	PR	ROJECT BUDGET	
Street Outreach			,	
Emergency Shelter		\$ 42,000.00		
Homeless Prevention	n			
Rapid Re-Housing				
HMIS				
Local Government	Administration (2.5%)		\$ 2,333.00	
TOTAL GRANT A	AWARD	\$ 44,333.00		
We the undersigned as	onrove this grant sub av	ward and the provisions	s set forth in the Grant Award Conditions	
	ns Grant Program statut			
Authorized State Office	<u>vial</u>	<u>Authoriz</u>	eed Grantee Official	
Signature	Date	Signature	e Date	
Ryan Vincent, Executiv	ve Director			
Printed Name :		Printed Name ;		

Grant Award Conditions

Kansas ESG - CV Program

- 1. 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 ESG CV FY2020 Certifications" contained in the Kansas Emergency Solutions Grant Application before any funds will be distributed.
- 2. The Sub Recipient requests for grant funds shall only be for reimbursement of activities, as specifically agreed to in the "Notification of Grant Sub Award" and "Budget Itemization". Any request for changes must be submitted to the Kansas Housing Resources Corporation (KHRC) in writing.
- 3. When salaries are included in the State's grant Sub Award, concurrent with the first reimbursement of salaries, the Sub Recipient shall submit the name, title, beginning date, and qualifications of the employee(s).
- 4. The State will de-obligate and recapture from the Sub Recipient, any unexpended grant funds after the ending date of grant sub award, unless an extension is agreed to for completion of activities specified in the "Notification of Grant Sub Award" and "Budget Itemization."
- 5. The Sub Recipient, and Sub Awardee to which it distributes Emergency Solutions Grant funds, shall maintain program and fiscal records, and retain such records for a minimum of five 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.
- 6. Authorized representatives of KHRC, 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 Sub Recipient 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. 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, Sub Awardee, contractor, or subcontractor.
- 7. The Sub Recipient shall submit the Progress and Final Performance Report to the State, as required by the U.S. Department of Housing and Urban Development. The Sub Recipient shall submit any other reports, containing such information, and at such times as may be required by the Kansas Housing Resources Corporation & 24 CFR 576.500.
- 8. The Sub Recipient and Sub Awardee's funded under this grant sub award, shall acknowledge support of the Kansas Housing Resources Corporation in all public relations materials describing local Emergency Solutions Grant activities.

- 9. 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.
- 10. No Sub Recipient or Sub Awardee may participate in the ESG funded project in any capacity or be a recipient of Federal funds designated for this project if the organization has been debarred or suspended or otherwise found to be ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- 11. Sub Recipient with Grant Sub Awards of amounts in excess of \$150,000 shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
- 12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Sub Recipients that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 13. KHRC may terminate this Agreement or any Grant Sub Award upon written notice if Sub Recipient materially breaches this Agreement and fails to correct the breach within 30 days following written notice specifying such material breach.
 - Grant Sub Awards for more than the simplified acquisition threshold currently set at\$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 14. Termination for Cause and for Convenience (contracts of \$10,000 or more). (a) KHRC may terminate this contract in whole, or from time to time in part, for KHRC's convenience or the failure of the Sub Recipient to fulfill the contract obligations (cause/default). KHRC shall terminate by delivering to the Sub Recipient a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Sub Recipient shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to KHRC all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process. (b) If the termination is for the convenience of KHRC, KHRC shall be liable only for payment for services rendered before the effective date of the termination.
 - (c) If the termination is due to the failure of the Sub Recipient to fulfill its obligations under the contract (cause/default), KHRC may (1) require the Sub Recipient to deliver to

it, in the manner and to the extent directed by KHRC, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Sub Recipient shall be liable for any additional cost incurred by KHRC; and (3) withhold any payments to the Sub Recipient for the purpose of set-off or partial payment, as the case may be, of amounts owned by KHRC by the Sub Recipient. In the event of termination for cause/default, KHRC shall be liable to the Sub Recipient for reasonable costs incurred by the Sub Recipient before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

15. Sub Recipient will disclose any consultants and interested parties and certify that current KHRC employees, for a period up to 2 years after their employment ends, won't financially gain from the funding received through KHRC.

Signature	Date	
Title		