Commissioners' Journal

2018, THIRTIETH MEETING

CRAWFORD COUNTY COURTHOUSE, COMMISSIONERS' BOARD ROOM

Girard, KS Friday April 27, 2018, 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 Jeff Murphy 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 Murphy led the pledge of allegiance.

UNDER THE HEADING BUSINESS FROM A PREVIOUS MEETING CONSENT AGENDA

On motion (18-145) of Commissioner Moody and the second of Commissioner Wood that the consent agenda be approved including:

- 1. Approval of the April 24, 2018 minutes of the Board of County Commissioners, and
- 2. Authorizing the Chairman to sign the previous week's vouchers.

Yeas: Commissioners Moody, Murphy 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 18	142	That the consent agenda be approved including: Approval of the April 20, 2018 minutes
Motion 18	143	To approve the Fiscal Year 2019 11 th Judicial District Community Corrections Comprehensive Plan Grant Application and Budget and Authorize the Chairman to sign
Motion 18	144	To approve the 11 th Judicial District Community Corrections Behavioral Health Grant Application for FY 2019 and Authorize the Chairman to sign

UNDER THE HEADING NEW BUSINESS PUBLIC HEARINGS AND OPENING OF ANNOUNCED BIDS

Item One: Public Hearing on vacating platted alleys in the Original Town of Litchfield, Crawford County, Kansas.

On motion (18-146) of Commissioner Murphy and the second of Commissioner Moody to open the public hearing on vacating platted alleys in the Original Town of Litchfield, Crawford County, Kansas. Yeas: Commissioners Moody, Wood, and Murphy Nays: Present but not voting: Absent or not voting: **The motion prevailed.**

No one was present that wished to comment regarding the proposed vacation.

On motion (18-147) of Commissioner Murphy and the second of Commissioner Moody to close the public hearing on platted alleys in the Original Town of Litchfield, Crawford County, Kansas. Yeas: Commissioners Moody, Wood, and Murphy Nays: Present but not voting: Absent or not voting: **The motion prevailed.**

County Counselor Jim Emerson stated that all the adjacent lands are owned by the same party and no opposition was received. Mr. Emerson presented Resolution #2018-007, a Resolution Closing and Vacating Platted Alleys in the Original Town of Litchfield, Crawford County Kansas.

BOARD OF COUNTY COMMISSIONERS CRAWFORD COUNTY, KANSAS GIRARD, KANSAS

RESOLUTION NO. 2018-007

A RESOLUTION CLOSING AND VACATING PLATTED ALLEYS IN THE ORIGINAL TOWN OF LITCHFIELD, CRAWFORD COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

WHEREAS, there is laid out and established in Crawford County, Kansas certain alleys under the jurisdiction of the County, lying over and across the following described real estate:

An unnamed alley located adjacent to and East of Lots Sixteen (16) through Thirty (30) in Block Eight (8) and West of Lots One (1) through Fifteen (15) in Block Eight (8) in the Original Town of Litchfield, Crawford County Kansas, according to the recorded plat thereof; and

An unnamed alley located adjacent to and East of Lots Sixteen (16) through Thirty (30) in Block Two (2) and West of Lots One (1) through Fifteen (15) in Block Two (2) in the Original Town of Litchfield, Crawford County Kansas, according to the recorded plat thereof.

WHEREAS, a public hearing concerning said alley closings was held on Friday, April 27, 2018 and all interested parties were given an opportunity to present arguments for and against said closing;

WHEREAS, notice of the public hearing was published one time in the official County newspaper.

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

Section 1: The Board of County Commissioners finds that notice has been given as required by K.S.A. § 58-2613 and that the public will suffer no loss or inconvenience by such vacation and that no private rights will be injured or endangered thereby.

Section 2: Pursuant to K.S.A. § 58-2614, the abovedescribed platted alleys are hereby formally closed and vacated and the land comprising said alleys shall and does hereby revert

to the adjoining landowners in the same proportion as it was originally taken, subject and reserving unto the County and any public utilities, however, any right-of-way and easements for public service facilities and utilities which are in existence and in use across said roadway and right-of-way.

Section 3: The County Clerk is hereby directed to enter a record of these proceedings, as reflected in this Resolution, on the Journal of the Board of County Commissioners and to record a certified copy of this Resolution in the Register of Deeds office.

Section 4: The County Clerk is directed to send a copy of this Resolution to each owner of the adjoining real estate to whom the property is being transferred, at the address where the owner's tax statement is sent.

UNANIMOUSLY ADOPTED AND GIVEN under our hands at the Courthouse in Girard, Crawford County, Kansas, this 27th day of April, 2018.

Jeff Muk Chairman Tom Moody

K DI W

ATTEST:

Donald P. Pyle, County Clerk

On motion (18-148) of Commissioner Murphy and the second of Commissioner Moody to adopt Resolution #2018-007, a Resolution Closing and Vacating Platted Alleys to wit: an unnamed alley located adjacent to and East of Lots Sixteen (16) through Thirty (30) in Block Eight (8) and West of Lots One (1) though Fifteen (15) in Block Eight (8) in the Original Town of Litchfield, Crawford County Kansas according to the recorded plat thereof; and an unnamed alley located adjacent to and East of Lots Sixteen (16) though Thirty (30) in Block Two (2) and West of Lots One (1) through Fifteen (15) in Block Two (2) in the Original Town of Litchfield, Crawford County Kansas, according to the recorded plat thereof.

Yeas: Commissioners Moody, Wood, and Murphy

Nays:

Present but not voting:

Absent or not voting:

The motion prevailed.

Item Two: Opening of Chip & Seal Oil bids. County Clerk Don Pyle stated that there were 3 bids received. He opened the bids and read the bids as follows:

Wright Asphalt	CRS-TR \$1.78 per gallon delivered TR-Fog Seal \$1.68 per gallon delivered 2 free hours of unloading time then \$80.00 per hour
	2 nee nours of unroading time then \$60.00 per nour
Vance Brothers	CRS-1HP 1.85 per gallon CRS-TR no bid Freight \$0.13 per gallon 1.5 free hours of unloading time then \$70.00 per hour
Coastal Energy Corp.	CRS-1HP \$1.78 per gallon delivered 2 free hours of unloading time then \$75.00 Short freight for loads less that 5,550 gallons \$300.00

Crawford County Highway Dept.

111 East Forest

2nd Floor, Courthouse

Girard, Ks..

Asphalt Bids for the 2018 season

WRIGHT ASPHALT PRODUCTS CO.

Marvin Rutschman

Wright Asphalt Bid

Sealing Emulsion with 5% Tire Rubber

Completely Digested in the Asphalt.

CRS-TR---\$1.78 per Gallon Delivered to

Any point in Crawford Co.

TR-Fog Seal \$1.68 per Gallon Delivered.

These prices are good for the entire 2018 sealing season. Two free hours of unloading time. After the two free hours of unloading time the trucker charges are \$80.00 per hour. Wright Asphalt Products Co Sales Representive

> Marvin Rutschman Morving (Gutschman Phone # 620-408-7670

E-Mail Address mrutschman@wrightasphaltproducts.com

April 25, 2018

Ms. Liz Hart Crawford County Highway Department 111 E Forest Girard, KS 66743

Email: Phone No:

lizh@ckt.net 620-742-8215

Re: 2018 Chip Seal Oil Bid Expires 12-31-18

Dear Ms. Hart

Vance Brothers, Inc. is pleased to quote the following:

PRODUCT/SERVICE	PRICE
CRS-1HP	\$1.85/gallon FOB Vance Brothers
CRS-TR	No Bid
Freight	\$0.13/gallon
Pump	\$65.00 (if requested)
Demurrage	\$70.00/hr after first 1.5 hours free

Delivery terms are as follows:

- > MINIMUM FREIGHT CHARGE FOR LOADS LESS THAN 46,000 POUNDS.
- > DELIVERIES CANCELLED WHILE TRUCK IS ENROUTE SHALL BE SUBJECT TO A MINIMUM FREIGHT CHARGE.
- RETURNED PRODUCT MAY BE SUBJECT TO A \$100.00 UNLOADING CHARGE AND A RESTOCKING CHARGE OF \$.20 PER GALLON.
- > PRICES DO NOT INCLUDE ANY APPLICABLE SALES TAX.

NOTE: Buyer hereby accepts the conditions of sale accompanying this agreement. This quotation must be signed and returned via facsimile to 816-922-8073 or digitally signed and returned via email to <u>mbrost@vancebrothers.com</u> within five (5) days of the above date.

By signing this quote, the buyer is not required to purchase the material and quantity quoted, however, Vance Brothers reserves the right to not honor the quoted price without a returned quotation in the allotted time frame. NO EXCEPTIONS.

Thank you for allowing Vance Brothers to submit this quotation. Please contact me if you have any questions or concerns.

Sincerely, ANDE BROTHERS, INC. Robert A. Vance

Vice President, Sales

RAV/mb

Accepted By Crawford County Highway Department

(Signature)

Date:



Ship To

111 E Forest 2nd Floor Courthouse Girard, KS 66743

Crawford County Hwy Dept



Coastal Energy Corporation

Willow Springs, MO 65793

Estimate

Date	Estimate #
4/25/2018	1503

Name / Address	
Crawford County Hwy Dept 111 E Forest 2nd Floor Courthouse Girard, KS 66743	

Terms	Customer PO #	Rep	Completion D	ate	Project Name/Lo	ocation
Net 10		Jon	12/31/18		Road Oil	
Item	Description		Qty	U/M	Rate	Amount
CRS-1HP DEMURRAGE SHORT FREIG PUMP-CHARGE	CRS-1HP Del to Crawford Coun Hourly unloading rate after two (SHORT FREIGHT FOR LOADS 5,500 GALLONS Pump Charge	2) hours	1	gal	1.78 75.00 300.00 75.00	1.78 75.00 300.00 75.00
				Total		\$451.78

Mr. Randy Chiartano, Asphalt Foreman stated that the bids went up approximately \$.13 per gallon from last year.

The Commissioners requested that Mr. Chiartano and Ms. Alyssa Edwards, Road and Bridge Coordinator review the bids and return with a recommendation.

MESSAGES FROM OTHER GOVERNMENTAL ENTITIES

Item One: Ms. Angie Hadley, Program Coordinator, Restorative Justice Authority presenting KDOC FY19 Comprehensive Plan and Reinvestment Renewal Summary grant. Ms. Hadley stated that is this year is very simple and she is just needing the Commissioners signatures. She explained that RJA is being funded the same amount as last year, \$311,233.69. Ms. Hadley stated that there are 2 grants, one is the comprehensive plan and intervention program and the second is the reinvestment grant. She informed the Commissioners of some statistics for RJA. She explained Senate bill 367 and how it affects the offender population.

- I. Notify KDOC-JS in writing, within ten (10) days of appointment, of administrative changes of the Chairperson for the Board of County Commissioners or Juvenile Corrections Advisory Board, the Administrative Contact, or the Director(s) of Juvenile Intake and Assessment, Community Case Management and Juvenile Intensive Supervised Probation programs operated under this grant.
- J. Adhere to all applicable Federal and State laws and regulations, the Interstate Compact for Juveniles, K.S.A. 38-1008 *et seq.*, as well as KDOC-JS standards, policies and procedures. GRANTEE shall be responsible for any and all costs associated with non-compliance under this section.
- K. Expend KDOC-JS funds, including, but not limited to, prevention and/or graduated sanctions in accordance with GRANTEE's Juvenile Justice Comprehensive Plan State Block Grant. Obtain advance approval in writing by the Deputy Secretary of KDOC-JS for all out of state travel and training. All requests for approval of out of state travel and training will be submitted at least two weeks prior to scheduling or obligation of grant funds.
- L. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- M. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC-JS may reduce the amount of the grant award.
- N. Follow all applicable state and federal laws related to confidentiality of information in regard to juvenile offenders. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
- O. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC-JS, its employees and/or its contractual agents.
- P. Not consider employees or agents of the GRANTEE as agents or employees of KDOC-JS. GRANTEE accepts full responsibility for payment of unemployment insurance, workers compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
- Q. Not hold KDOC-JS and the State of Kansas, and their employees, officials or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to GRANTEE.
- R. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile Services for final review and resolution.
- S. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
- Provide each child under its responsibility for placement and care with the protections found in Section T. 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a)(15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U.S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the juvenile offender or his parent or legal guardian, setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

Part IV: FY2019 KDOC-Juvenile Services Comprehensive Plan Signatory Approval Forms

Agency Name: The Restorative Justice Authority

Agency Director: Angie Hadley

My signature certifies that I did assist in the development, completion and review of the agency's Comprehensive Plan, Budget Summary and Budget Narrative attached hereto. I further certify that:

- 1. The plan, including budget documents and other attachments, complies with the written directions sent to me by the Kansas Department of Corrections Juvenile Services (KDOC-JS).
- 2. The plan, including budget documents and other attachments, complies with applicable Kansas Statutes (KSA), Kansas Administrative Regulations (KAR), KDOC-JS Standards and KDOC Financial Rules and Guidelines.
- 3. The agency is willing to actively plan for implementing the consistent set of statewide policies to help guide the supervision and revocation process of probationers on juvenile community corrections supervision.
- 4. The agency will provide timely, complete and accurate data to the KDOC-JS regarding agency operations and outcomes to include any reports required per Kansas Statutes (KSA), Kansas Administrative Regulations (KAR), KDOC-JS Standards and KDOC Financial Rules and Guidelines or special requests from the KDOC-JS.

Furthermore, my signature certifies that acceptance of state grant funds awarded by the KDOC for the grant period July 1, 2018 through June 30, 2019 indicates that as the "Grantee" I acknowledge and agree to comply with all the conditions outlined below:

I. GRANTEE AGREES TO:

- A. Utilize grants funds for the development, implementation, operation and improvement of juvenile community correctional services pursuant to K.S.A. 75-7038 through 75-7053 and amendments thereto, as submitted in the GRANTEE'S comprehensive plan and grant application.
- B. Perform intake and assessment functions as required pursuant to K.S.A. 75-7023 and amendments thereto, and in accordance with KDOC-JS's Juvenile Intake and Assessment Services Standards, <u>http://www.doc.ks.gov/juvenile-services/supervision-standards/jias</u>
- C. Perform immediate intervention program functions as required pursuant to K.S.A. 38-2346 and amendments thereto, and in accordance with KDOC-JS's IIP standards, https://www.doc.ks.gov/juvenile-services/supervision-standards
- D. Perform juvenile intensive supervised probation functions as required pursuant to K.S.A. 75-7034 et seq. and in accordance with KDOC-JS's Community Agency Supervision Standards, http://www.doc.ks.gov/juvenile-services/supervision-standards
- E. Perform case management services for juvenile offenders placed in KDOC-JS custody and in accordance with KDOC-JS's Community Agency Supervision Standards, http://www.doc.ks.gov/juvenile-services/supervision-standards
- F. Assume the authority and responsibility for funds received through KDOC-JS in accordance with the provisions of the KDOC-JS Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants, http://www.doc.ks.gov/publications/juvenile/financial-rules
- G. Convene a juvenile corrections advisory board pursuant to K.S.A. 75-7044 and amendments thereto, and determine and establish an administrative structure for the effective administration and delivery of the comprehensive juvenile justice system.
- H. Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded by state block grant funds.

- I. Notify KDOC-JS in writing, within ten (10) days of appointment, of administrative changes of the Chairperson for the Board of County Commissioners or Juvenile Corrections Advisory Board, the Administrative Contact, or the Director(s) of Juvenile Intake and Assessment, Community Case Management and Juvenile Intensive Supervised Probation programs operated under this grant.
- J. Adhere to all applicable Federal and State laws and regulations, the Interstate Compact for Juveniles, K.S.A. 38-1008 *et seq.*, as well as KDOC-JS standards, policies and procedures. GRANTEE shall be responsible for any and all costs associated with non-compliance under this section.
- K. Expend KDOC-JS funds, including, but not limited to, prevention and/or graduated sanctions in accordance with GRANTEE's Juvenile Justice Comprehensive Plan State Block Grant. Obtain advance approval in writing by the Deputy Secretary of KDOC-JS for all out of state travel and training. All requests for approval of out of state travel and training will be submitted at least two weeks prior to scheduling or obligation of grant funds.
- L. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- M. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC-JS may reduce the amount of the grant award.
- N. Follow all applicable state and federal laws related to confidentiality of information in regard to juvenile offenders. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
- O. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC-JS, its employees and/or its contractual agents.
- P. Not consider employees or agents of the GRANTEE as agents or employees of KDOC-JS. GRANTEE accepts full responsibility for payment of unemployment insurance, workers compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
- Q. Not hold KDOC-JS and the State of Kansas, and their employees, officials or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to GRANTEE.
- R. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile Services for final review and resolution.
- S. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
- Provide each child under its responsibility for placement and care with the protections found in Section T. 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a)(15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U.S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the juvenile offender or his parent or legal guardian, setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training including apprenticeship. GRANTEE agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the GRANTEE. GRANTEE further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.

- U. Provide services to applicable juveniles residing or adjudicated in GRANTEE's Judicial District.
- V. Maintain books, records, documents, and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.
- W. Not use state funds allocated through this grant to supplant GRANTEE'S present Federal, State or local funding of services or programs.
- X. Maintain records and submit reports containing such information and at such times as required by KDOC-JS.
- Y. Attend all applicable training sponsored by KDOC-JS.
- Z. Enter into agreements with member counties and/or private, public or not-for-profit entities for the delivery of graduated sanctions and prevention services in order to maximize the effective and efficient use of state resources. All agreements between GRANTEE and member counties or subcontractors shall be in writing and shall require compliance with these award conditions. GRANTEE shall be responsible for ensuring member county and/or subcontractor compliance with these grant conditions, KDOC-JS Juvenile Intake and Assessment Standards, KDOC-JS Community Agency Supervision Standards, the Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants, and state and federal law. If requested by KDOC-JS, the GRANTEE shall forward a copy of all such agreements to KDOC-JS indicating compliance with this condition.

II. JUVENILE SERVICES AGREES TO:

I.

- A. Maintain standards, policies and procedures for Juvenile Intake and Assessment, Community Case Management and Juvenile Intensive Supervised Probation, and provide consultation and technical assistance to GRANTEE for the implementation of the comprehensive juvenile justice system.
- B. Provide oversight necessary to support the Juvenile Justice Reform Act.
- C. Maintain case management purchase of service funds for services in the Juvenile Services Provider Handbook, <u>http://www.doc.ks.gov/juvenile-services/provider/PH</u>
- D. Receive and process invoices for non-Medicaid provider services contained in the Handbook.
- E. Assume responsibility for payment of Medicaid services contained in the Case Management Payment System Handbook.
- F. Delegate authority to Grantee to sign consents necessary in the administration of programs for juvenile offenders in the custody of the Kansas Department of Corrections, Juvenile Services, to GRANTEE or its designees.
- G. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- H. Conduct audits and reviews of GRANTEE to determine their level of compliance with Juvenile Intake and Assessment, Community Case Management, and Juvenile Intensive Supervised Probation standards and the Case Management Payment System Handbook, KDOC-JS Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants, and all applicable laws, regulations, and policies. In the event of a finding of unsatisfactory compliance with its obligations under this Agreement, or a finding based upon other evidence of a serious violation and/or lack of compliance with Agreement, all applicable Federal and State laws and regulations, as well as KDOC-JS field standards, policies and procedures, KDOC-JS may withhold part or all of any grant due or to become due to GRANTEE as payment for services rendered hereunder.
 - Neither assume nor accept any liability for the actions or failure to act, either professionally or otherwise, of GRANTEE, its employees and/or its contractual agents.

MAND HIMMIN	4-28-18
Angie Hadley, Agency Director	Date
	4 20-18
Mendy Hulvey, Advisory/Governing Board Chairperson	<u>4-28-18</u> Date <u>4-20-18</u> Date
Address: 201 North Pine, Pittsburg, Kansas 66762	
Phone: <u>620-235-0400</u> Fax: <u>620-235-0508</u>	Email: Mendy.Hulvey@POLICE.PITTKS.ORG
Ann.1	4/07/10
Jeff Murphy, Board of County Commissioners Chairperson	(Host County Only) Date
Address: P.O. Box 249, Girard, Kansas 66743	
Phone: <u>620-724-6115</u> Fax: <u>620-724-6007</u>	Email: <u>N/A</u>
County: Crawford County	
Multi-county agencies shall obtain the signature of the County C	Commission Chairperson of EACH county, unless either
of the following is true:	
 chairperson can sign for all counties. If so, only the signatu ✓ The counties have entered into an Inter-local Agreement the community corrections advisory board. If so, no county co Please use the following page if additional County Commission 	at bestows the counties' governing authority onto the mmission chairperson signature is required.
County:	
Board of County Commissioners Chairperson	Date
Board of County Commissioners Chairperson County:	Date
	Date
County:	Date
County:	Date
County: Board of County Commissioners Chairperson	Date
County: Board of County Commissioners Chairperson	Date
County: Board of County Commissioners Chairperson County:	Date

Part II. Application – Kansas Department of Corrections-Juvenile Services Juvenile Justice Comprehensive Plan Grant Application FY19

A. ADMINISTRATIVE COUNTY OFFICIALS SIGNATURE PAGE

Instructions: One page per JD. Be sure to print the BOCC Chairperson name as well as obtain his/her signature and the date of signature. All four sections must be complete, using format shown. The Financial Officer must be different than the Administrative Contact, BOCC Chair and JCAB Chair.

A. Board of County Commission	B. Administrative Contact
Administrative County: Crawford County	Name/Title: Angie Hadley, Program Coordinator
Mailing address: P.O. Box 249	Agency: The Restorative Justice Authority
City, zip:Girard, KS 66743	Mailing address: 665 South 69 Highway
Telephone:620-724-6115	City, zip: <u>Pittsburg, KS 66762</u>
Fax: <u>_620-724-6007</u>	Telephone: <u>620-235-7118 ext. 102</u>
E-mail: <u>N/A</u>	Fax: <u>_620-235-7107</u>
Judicial District #: <u>11th CR CO</u>	E-mail: _ahadley@rjauthority.org
County Employer ID #: _48-6042132	Signature/Date: Analy Hadley 4-21-12
Name of BOCC Chair: Jeff Murphy	(Administrative Contact)
Signature/Date:	
(BOCC Chair)	
C. Juvenile Corrections Advisory Board	D. Financial Officer of Administrative County
Name: Mendy Hulvey	Name: Don Pyle
Title: Chief of Police/JCAB Chair	Title: Crawford County Clerk
Mailing address: 201 North Pine	Mailing address: P.O. Box 249
City, zip:Pittsburg, KS 66762	City, zip: <u>Pittsburg, KS 66762</u>
Telephone: <u>620-235-0400</u>	Telephone: 620-724-6115
Fax: <u>620-235-0508</u>	Fax: <u>620-724-6007</u>
E-mail: Mendy.Hulvey@POLICE>PITTKS>ORG	E-mail: countyclerk@ckt.net
Signature/Date:	Signature/Date: Lely VMl
(JCAB Chair)	' (Fiscal Officer)

Submission of the application packet and signature by county officials serves as certification to KDOC- JS that the application is complete; all submitted program requests were reviewed and those review documents remain on file for review; all applicable laws, standards, Financial Rules, Guidelines, and Reporting Instructions for Grantees requirements and grant conditions are being adhered to by the Administrative County and their sub-grantees; the Financial Rules, Guidelines, and Reporting Instructions for Grantees and any training necessary have been provided to each sub-grantee by the Administrative County.

SIGNATORY APPROVAL FY 2019 Community Corrections Grant Funds Revised Budget Summary and Budget Narrative

I hereby certify by my signature that attached hereto, that it equals the Narrative for accuracy. I further certi regul	Name of Corrections Agency DIRECTOR I have developed my agency's Revised FY 2019 Budget Summa amount of my FY 2019 Grant Award and that I have reviewed th y that I find the Budget Summary and Narrative complies with a ations, and Kansas Department of Corrections' standards.	ry and Budget Narrative the Budget Summary and pplicable Kansas statute
Angie Hadley, RJA Name (Typed or Printed)	Ange Hadley 2	1-28-18 Date
	ADVISORY BOARD CHAIRPERSON	
I hereby certify by my signature below	r that the Corrections Advisory Boa rd ha s approved the attached Summary and Narrative	d Revised FY 2019 Budge
Mendy Hulvey Name (Typed or Printed)	Signature	<u>4-20-18</u> Date
COUNTY	(COMMISSION CHAIRPERSON (Sponsoring County)	

I hereby certify by my signature below that the Board of County Commissioners has approved the attached Revised FY 2019 Budget Summary and Narrative

Crawford County <u>4/27/18</u> Date Jeff Murphy 1 Name of Chairperson (Typed or Printed) Signat

AGREEMENT CONDITIONS OF GRANT

Juvenile Justice Reinvestment and Regional Collaboration Grants

A grant is hereby awarded, commencing on the <u>24</u> day of <u>April</u>, 2018, from the Kansas Department of Corrections, Juvenile Services, hereinafter referred to as "KDOC-JS," to the <u>Crawford</u> County Board of County Commissioners, hereinafter referred to as "GRANTEE." This grant and conditions, to which both parties agree and which are enumerated below, remain effective until June 30, 2019. Acceptance of reinvestment grant funds indicates GRANTEE'S acknowledgement of, and intent to comply with, all the conditions outlined below.

I. GRANTEE AGREES TO:

- A. Utilize grants funds for the development, implementation, operation and improvement of juvenile community correctional services pursuant to K.S.A. 75-7038 through 75-7053 and amendments thereto, as submitted in the GRANTEE'S reinvestment grant application.
- B. Allocate expenditures only for activities, events, or conferences that occur within the grant award period.
- C. Assume the authority and responsibility for funds received through KDOC-JS in accordance with the provisions of the KDOC-JS Financial Rules, Guidelines and Reporting Instructions, http://www.doc.ks.gov/publications/juvenile/financial-rules
- D. Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded by the reinvestment grant funds.
- E. Adhere to all applicable Federal and State laws and regulations, the Interstate Compact for Juveniles, K.S.A. 38-1008 *et seq.*, as well as KDOC-JS standards, policies and procedures. GRANTEE shall be responsible for any and all costs associated with non-compliance under this section.
- F. Expend KDOC-JS funds in accordance with GRANTEE's Reinvestment Grant or Regional Collaboration Grant. Obtain advance approval in writing by the Deputy Secretary of KDOC-JS for all out of state travel and training. All requests for approval of out of state travel and training will be submitted at least two weeks prior to scheduling or obligation of grant funds.
- G. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- H. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC-JS may reduce the amount of the grant award.
- I. Follow all applicable state and federal laws related to confidentiality of information regarding juvenile offenders. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
- J. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC-JS, its employees and/or its contractual agents.
- K. Not consider employees or agents of the GRANTEE as agents or employees of KDOC-JS. GRANTEE accepts full responsibility for payment of unemployment insurance, worker's compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
- L. Not hold KDOC-JS and the State of Kansas, and their employees, officials or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to GRANTEE.
- M. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile Services for final review and resolution.
- N. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.

- 0. Provide each child under its responsibility for placement and care with the protections found in Section 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a) (15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U.S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the juvenile offender or his parent or legal guardian, setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. GRANTEE agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the GRANTEE. GRANTEE further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.
- P. Provide services to applicable juvenile offenders residing or adjudicated in GRANTEE's Judicial District. GRANTEE may serve juvenile offenders residing or adjudicated outside of their Judicial District if it is part of the Regional Collaboration Grant.
- Q. Maintain books, records, documents, and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.
- R. Not use state funds allocated through this grant to supplant GRANTEE'S present Federal, State or local funding of services or programs.
- S. Maintain records and submit reports containing such information and at such times as required by KDOC-JS.
- T. Attend all applicable training sponsored by KDOC-JS.
- U. Enter into agreements with member counties and/or private, public or not-for-profit entities for the delivery of services in order to maximize the effective and efficient use of state resources. All agreements between GRANTEE and member counties or subcontractors shall be in writing and shall require compliance with these award conditions. GRANTEE shall be responsible for ensuring member county and/or subcontractor compliance with these grant conditions, KDOC-JS Juvenile Intake and Assessment Standards, KDOC-JS Community Agency Supervision Standards, the Financial Rules and Guidelines for Graduated Sanctions and Prevention Block Grants, and state and federal law. If requested by KDOC-JS, the GRANTEE shall forward a copy of all such agreements to KDOC-JS indicating compliance with this condition.

II. JUVENILE SERVICES AGREES TO:

- A. Provide oversight necessary to support the Juvenile Justice Reform Act and the Reinvestment and Regional Collaboration Grants.
- B. Delegate authority to Grantee to sign consents necessary in the administration of programs for juvenile offenders in the custody of the Kansas Department of Corrections, Juvenile Services, to GRANTEE or its designees.
- C. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.

D.	Conduct audits and reviews of GRANTEE to determine their level of compliance with the KDOC-JS
	Financial Rules and Guidelines and all applicable laws, regulations, and policies. In the event of a finding
	of unsatisfactory compliance with its obligations under this Agreement, or a finding based upon other
	evidence of a serious violation and/or lack of compliance with Agreement, all applicable Federal and
	State laws and regulations, as well as KDOC-JS field standards, policies and procedures, KDOC-JS may
	withhold part or all of any grant due or to become due to GRANTEE as payment for services rendered
	hereunder.

E. Neither assume nor accept any liability for the actions or failure to act, either professionally or otherwise, of GRANTEE, its employees and/or its contractual agents.

APPROVED BY: Chairperson, Board of County Commissioners

Name:	<u>Jeffrey W. Murphy</u> (Please Print First Name, MI, and Last Name)		
Signature:	[1 Outo 1 Inter 1 Inte	Date:	4/27/18
APP	ROVED BY: Kansas Department of Corrections, Juve	enile Services	
Name:	Joe Norwood, Secretary		
		Date:	

	FY 2019 Kansas Department of Corrections
	Reinvestment Grant Funds
	Budget Summary and Budget Narrative
	INSERT AGENCY NAME HERE Director/Administrative Contact
reviewed the Budget Summary and Narrativ	eveloped my agency's FY 2018 Budget Summary and Budget Narrative attached hereto, and that I have ve for accuracy. I further certify that I find the Budget Summary and Narrative complies with applicable stutes, regulations pand Kansas Department of Corrections Stardards.
Angie Hadley, RJA Name (Typed or Printed)	HAG Hadley 4-28-1
I hereby certify by my signature below that	ADVISORY BOARD CHAIRPERSON the Corrections Advisory Board has approved the attached FY2018 Budget Summary and Narrative
Mendy Hulvey Name (Typed or Printed)	Signature 4-20-1 Date
COUNTY	COMMISSION CHAIRPERSON (Sponsoring County)
	at the Board of County Commissioners has approved the attached FY 2018 Budget Summary and Narrative
	County
Jeff Murphy Name of Chairperson (Typed or Printed)	/Signature/ Date
	DUNTY FISCAL OFFICER (Sponsoring County)
I hereby certify by my signature below th	hat the County Fiscal Officer has approved the attached FY 2018 Budget Summary and Narrative
Don Pyle	Kell 1-15/2 4/27/18
Name of Fiscal Officer (Typed or Printed)	Signature Date

On motion (18-149) of Commissioner Moody and the second of Commissioner Wood to approve the KDOC FY19 Comprehensive Plan Grant and the Reinvestment Renewal Summary Grant and authorize the Chairman to sign.

Yeas: Commissioners Moody, Murphy and Wood Nays: Present but not voting: Absent or not voting: **The motion prevailed.**

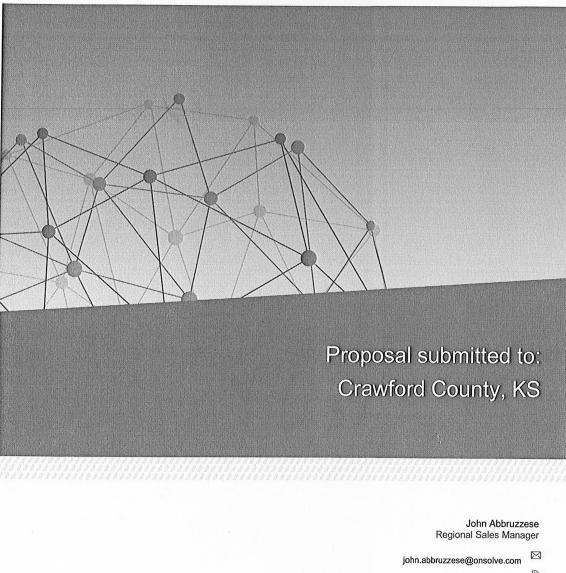
MESSAGES FROM APPOINTED OFFICIALS

Item One: Mr. Jason VanBecelaere, Emergency Management Director addressing Code Red through Onsolve. Mr. VanBecelaere stated that he has discussed this system with the Commissioners previously and the cost has been lowered since the first discussion. He explained that Code Red is a mass notification system and can automatically send text message warnings to everyone in the County, even people just traveling through the

county. Mr. VanBecelaere explained the different ways the system can be used and what entities will be able to use it and that Code Red will hit cell phones and land lines. Mr. VanBecelaere stated that this is a very good product and a lot of surrounding counties are using it for numerous types of notifications. He explained what is included in the price quote and that the cost is based on Crawford County's population. Mr. VanBecelaere will return Tuesday with additional information that the Commissioners are requesting.



[☆]CodeRED[™]



- Office 866 939 0911 Mobile 407 579 3868
- 780 West Granada Blvd Ormond Beach, FL 32174

onsolve.com

△CodeRED[™]

COST PROPOSAL (PRICING GOOD FOR 90 DAYS FROM 4/11/2018)

Keep staff and residents safe and informed with the CodeRED system with the quick notifications of time-sensitive information, emergencies and day-to-day operational updates. Send targeted emergency and community notifications to mobile subscribers located in specific geographic areas within your jurisdiction.

A three (3) year license includes 24/7/365 uninterrupted CodeRED system access and the following:

- Unlimited Emergency voice calls, text, email, and social media messaging for both external and internal calling applications
- 36,000 minutes replenished annually for non-emergency phone calls
- Unlimited CodeRED Mobile App messaging
- Unlimited, Automatic, NWS-based, polygon-driven, Severe Weather Warnings
- IPAWS Alert and Origination Tool Unlimited use for WEA, EAS, NWEM, COG-to-COG, Public Alerts Feed, IPAWS Launch Validation, and Message Viewer Report
- ECN standard Esri-based mapping
- Validata® Data Cleansing Program unique process of de-duplicating "like numbers" within your database, increasing your call speeds and connection rates
- Universal ANI® technology for streamlined call-backs and relief of inbound calling pressure during an emergency event
- Voice and Text Translation
- Two way messaging
- Detailed Job Statistics, which are retained indefinitely for retrieval at anytime
- CodeRED enterprise system set-up, on-going operation and custom training modules
- Live 24/7/365, dedicated client and technical support team
- Unlimited Live Web Based Training
- Initial premium residential and business calling database supplied by ECN
- Managed data services with integration and geo-coding of ECN and client-supplied data
- Complimentary All Call (initial full system-wide test to set expectations)
- Design and hosting of custom web pages for community enrollment

\$12,059 = Annual Cost

(Based on population of 39,164) A further discount may be obtained by committing to an extended contract term.

Thank you for the opportunity to present CodeRED and submit this cost proposal to your agency. If you have any questions, please feel free to contact me directly.

MESSAGES FROM THE PUBLIC MESSAGES FROM ELECTED OFFICIALS PROCLAMATION AND ORDERS OF THE BOARD NEW BUSINESS

Item One: Mr. Emerson stated that County Treasurer Joe Grisolano is requesting a \$60,000 transfer to the Risk Management Fund. Mr. Pyle stated that he will check with Blue Cross and Blue Shield to get additional information on the bigger claims and the status of those claims. Mr. Wood would like another visit from the representative from Tria Health along with IMA Consulting. The Commissioners discussed raising the premiums for employees. Mr. Pyle gave some information on where the funds could be taken from and the Commissioners decided to transfer the funds from the Employee Benefit Fund.

On motion (18-150) of Commissioner Moody and the second of Commissioner Wood to approve the transfer of \$58,049 from the Employee Benefit Fund to the Risk Management Fund. Yeas: Commissioners Moody, Murphy and Wood Nays: Present but not voting: Absent or not voting: **The motion prevailed.**

Item Two: Mr. Moody discussed laying asphalt at the Freeto Building for a place to wash out trucks.

Item Three: Mr. Wood stated he will address the pickup truck bids on Tuesday.

Item Four: Mr. Murphy reported on the work session with PEC Engineering on the HRRR project that took place before the Regular Session.

UNDER THE HEADING OLD BUSINESS

Item One: Mr. Pyle handed out the list of retirees on the County health insurance plan and the date that those employees will turn 65. There was a discussion on allowing the retirees over 65 to purchase a BC/BS supplemental policy on the County's plan at their own cost. Mr. Pyle will compile information on this and Mr. Emerson will contact IMA. Mr. Pyle also presented a list of employees with at least 20 years of service. There was a discussion of how to recognize these employees for their years of service.

EXECUTIVE SESSION

Item One: Emergency Management Director Jason VanBecelaere requested an executive session for 10 minutes to discuss items that would be deemed privileged in the Attorney Client Relationship.

On motion (18-151) of Commissioner Murphy and the second of Commissioner Moody to recess this open session and go into a closed executive session for a period of not more than 10 minutes to discuss items that would be deemed privileged in the Attorney Client Relationship and to include the Board of County Commissioners, County Counselor Jim Emerson and Emergency Management Director Jason VanBecelaere. Yeas: Commissioners Moody, Murphy and Wood Nays: Present but not voting: Absent or not voting: **The motion prevailed.**

The Commissioners went into Executive Session at 11:08 AM and reconvened the Open Session at 11:18 AM with no action taken except to go back into open session.

Item Two: Commissioner Jeff Murphy requested an executive session for 10 minutes to discuss Non-Elected Personnel.

On motion (18-152) of Commissioner Moody and the second of Commissioner Murphy 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 Zoning Administrator Troy Graham. Yeas: Commissioners Moody, Murphy and Wood Nays: Present but not voting: Absent or not voting: **The motion prevailed.**

The Commissioners went into Executive Session at 11:19 AM and reconvened the Open Session at 11:28 AM with no action taken except to go back into open session.

Item Three: IT Director Jim Vinze requested an executive session for 15 minutes to discuss items that would be deemed privileged in the Attorney Client Relationship.

On motion (18-153) of Commissioner Moody and the second of Commissioner Murphy to recess this open session and go into a closed executive session for a period of not more than 15 minutes to discuss items that would be deemed privileged in the Attorney Client Relationship and to include the Board of County Commissioners, County Counselor Jim Emerson, IT Director Jim Vinze and EMS Director Randy Sandberg. Yeas: Commissioners Moody, Murphy and Wood Nays: Present but not voting: Absent or not voting: **The motion prevailed.**

The Commissioners went into Executive Session at 11:29 AM and reconvened the Open Session at 11:44 AM with no action taken except to go back into open session.

Item Four: County Counselor Jim Emerson requested an executive session for 10 minutes to discuss Non-Elected Personnel.

On motion (18-154) of Commissioner Moody and the second of Commissioner Murphy 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 and County Counselor Jim Emerson.

Yeas: Commissioners Moody, Murphy and Wood Nays: Present but not voting: Absent or not voting: **The motion prevailed.**

The Commissioners went into Executive Session at 11:45 AM and reconvened the Open Session at 11:53 AM with no action taken except to go back into open session.

County Counselor Jim Emerson stated that the discussion on an Employment Appeal took place in the executive session but the decision must be made in open session.

On motion (18-155) of Commissioner Murphy and the second of Commissioner Moody to deny the employment appeal. On a Roll Call Vote. Yeas: Commissioners Moody, Murphy and Wood Nays: Present but not voting: Absent or not voting: The motion prevailed.

Item Five: Commissioner Tom Moody requested an executive session for 10 minutes to discuss items that would be deemed privileged in the Attorney Client Relationship.

On motion (18-156) of Commissioner Moody and the second of Commissioner Murphy to recess this open session and go into a closed executive session for a period of not more than 10 minutes to discuss items that would be deemed privileged in the Attorney Client Relationship to include the Board of County Commissioners and County Counselor Jim Emerson. Yeas: Commissioners Moody, Murphy and Wood

Nays: Present but not voting: Absent or not voting: **The motion prevailed.**

The Commissioners went into Executive Session at 11:57 AM and reconvened the Open Session at 12:07 PM with no action taken except to go back into open session.

UNDER THE HEADING FUTURE BUSINESS AND ANNOUNCEMENTS FUTURE BUSINESS:

Item One: May 4, 2018 – Mr. Troy Graham, Zoning Administrator presenting a Motion of Recommendation.

ANNOUNCEMENTS:

UNDER THE HEADING MOTION TO ADJOURN

MOTION TO ADJOURN

Item One: Adjournment

On the motion of Commissioner Murphy and the second of Commissioner Wood to adjourn the April 27, 2018 meeting of the Board of Crawford County Commissioners at 12:08 PM and to reconvene at the next regularly scheduled time with open doors. Yeas: Commissioners Moody, Murphy 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.

Don Pyle County Clerk

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This submission completed at the Crawford County Courthouse in Girard. Taken BKW 4/27/18 12:08 PM/amended BKW 4/30/18 3:00 PM