

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

Amended agenda 06-10-14

WEDNESDAY, JUNE 11, 2014

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Consider Furniture Contract for the new Public Works/Zoning & Codes Facility (Jackie Waggoner)
- (c) Consider Recommendation of Contract for Electrical Upgrades at the Fairground Indoor Arena (Jackie Waggoner)
- (d) Approve submission of the Cromwell Solar proposal to Westar Energy Solar Project Grant for the new Public Works facility (Jackie Waggoner);
- (e) Consider adopting a Douglas County Emergency Operations Plan (Teri Smith);
- (f) Approve an agreement with Midwest Employers Casualty for Workers' Compensation excess coverage at a \$500,000 retention level for all employees for \$67,990 for June 15, 2014 through June 15, 2015. (Sarah Plinsky);
- (g) Consider approval of request for Construction Project, DOT Form 1302 Federal STP funding for KDOT's Off- System Bridge Program replacement of DGCO Bridge No. 09.63N-10.00E. (Keith Browning); and
- (h) Consider approval of 7th Judicial District Juvenile Justice Comprehensive Plan State Block Grant Conditions. (Pam Weigand)

REGULAR AGENDA

- (2) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
Douglas County Senior Services Board of Directors – (1) vacancy 04/2014
Fire District 2 (5) positions
Fire District 3 (5) positions
Jayhawk Area Agency on Aging Board of Directors – (2) vacancies
Jayhawk Area Agency on Aging Tri-County Advisory Council – (2) vacancies
Lawrence-Douglas County Advocacy Council on Aging (5) - vacancies
 - (c) Public Comment
- (3) Adjourn

WEDNESDAY, JUNE 18, 2014

4pm -Joint County/USD/City meeting

WEDNESDAY, JUNE 25, 2014

6:35 p.m.- Public Hearing for creation of Fire District for Marion Township

WEDNESDAY, JULY 2, 2014 – 4 p.m. Only

WEDNESDAY, JULY 9, 2014

WEDNESDAY, JULY 16, 2014 - Canceled

WEDNESDAY, JULY 23, 2014



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Division of Purchasing

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 832-5286 Fax (785) 838-2480
www.douglas-county.com

MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Furniture Contract for the new Public Works/Zoning & Codes Facility

DATE: June 5, 2014

Funds have been allocated for new furniture for the new Public Works/Zoning & Codes Facility. A sub-committee (Doug Stephens, Agamani Sen, Catherine Sloan, Judy Stone, and myself) was developed to determine which manufacture/authorized dealer would be the best fit for this project.

As staff looked at our options, it was determined that an RFI (Request for Information) process was the best approach. There are multiple manufactures on national and state contracts that have already been competitively bid which the County has access to. The RFI identified a typical (defined specifications) for both a private office and a workstation in order to have all parties offer comparable products. It also looked at design fees, freight/ delivery, installation fees, project management fees, green initiatives, and warranty. The preliminary design identifies 17 private offices and 19 workstations. Following review of eight RFI responses, the sub-committee narrowed their selection to four; Teknion with BA Designs, Knoll with Spaces Inc., Herman Miller with Designed Business Interiors, and Global and Steelcase with Scott Rice. All contracts are on the State of Kansas except for Knoll which is on the U.S. Communities contract.

The sub-committee visited showrooms for all four manufactures. In an effort to narrow the selection, we reduced our list to Knoll, Herman Miller, and Teknion primarily based on the product lines we saw. For the remaining three, staff looked at both warranty and projected cost. Teknion and Knoll have limited lifetime warranties on particular product lines which means parts and labor are included but there are some exclusions (electronic components, fabric, upholstery, etc.). The warranty with Herman Miller is 12 years parts and labor, with very few items not covered. In order to look at the cost, the cost for a typical private office and workstation was multiplied by the quantities in the preliminary design, and added in projected hours for design and installation. These cost ranged between 96,776 - \$115,339.

Because there was not a significant difference in warranty and cost, the sub-committee came to a consensus that they preferred the product line and options submitted by Knoll with Spaces Inc. At this time staff is seeking approval to select the manufacture/authorized dealer for the new furniture. There are many details that will need to be determined before a final cost would be established. This can be brought back to the Commission at a later date.

Staff will be available at the commission meeting to answer any questions.

SUGGESTED MOTION: The Board of County Commissioners authorizes staff to access the U.S. Communities contract with Knoll to finalize design and furniture needs for the new Public Works/Zoning & Codes Facility.



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MEMO TO: The Board of County Commissioners
Craig Weinaug, County Administrator

FROM: Jackie Waggoner, Purchasing Director
Division of Purchasing

SUBJECT: Consider Contract for Electrical Upgrades at the Douglas County
Fairgrounds Indoor Arena

DATE: June 9, 2014

In the past the Douglas County Fairgrounds Indoor Arena has had insufficient electricity for the events held there. Each year the Fair Board has spent approximately \$1,400 for generators and a light tower to accommodate for their events during the fair. In April PKMR Engineers was hired to help the County determine what electrical upgrades were needed to meet our existing needs and allow for future growth.

We solicited bids with the intent of having the work completed prior to this year's fair. One response was received from Oliver Electric. Their proposal to complete the electrical work in accordance to the construction documents and addendums was \$74,292. Oliver Electric submitted an alternate proposal for the County to consider in the amount of \$65,973. The alternate proposal eliminated 12 out of 30 expensive cord reels, but upgraded and modified all existing single circuit duplex to 2-circuit/2-gang 'quad' receptacles with dedicated circuits. The alternate increased our electrically requirement with a more cost effective solution. After reviewing the alternate bid with PKMR Engineers and Dave Sparkes, it was determined that it was an acceptable solution.

Funds are available in the Special Building Funds for this project. To accommodate for any unknown expenses or circumstances that could increase our cost, we are asking you to provide the Assistant County Administrator with the authority to approve change orders up to 10% (\$6,597) of the total cost.

Dave Sparkes and I will be available at the commission meeting to answer questions.

RECOMMENDATION: The Board of County Commissioners accepts the alternate bid and approves a contract with Oliver Electric in the amount of \$65,973, and authorizes the Assistance County Administrator to approve change orders up to 10% of that amount.



DOUGLAS COUNTY ADMINISTRATION

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Eileen Horn
Sustainability Coordinator

To: Board of County Commissioners

CC: Craig Weinaug, Sarah Plinsky

Date: June 6, 2014

Re: Westar Energy Solar Project Grant Opportunity

Project Background:

Westar Energy has issued a grant application available to Kansas schools, non-profit organizations and government agencies for solar photovoltaic (PV) projects. In March, the County applied for a grant for a solar PV system for new Public Works facility. The solar PV system would be installed on the roof of the Chemical Building, providing high visibility for visitors entering the parking lot. The new Public Works building is uniquely positioned to highlight our County's commitment to sustainability, as we are currently pursuing LEED certification of the facility.

In April, we received notification from Westar Energy that our application had advanced to the next level of consideration. Westar Energy requested that applicants select a certified solar installer to install a 10 kW system. We conducted an open RFP process, and received two proposals from certified solar installers in Lawrence. Proposals were evaluated based upon vendor experience, certifications, the project scope, and cost.

Staff Recommendation:

Staff reviewed the submitted proposals, and selected Cromwell Solar, a Lawrence-based renewable energy installer to complete the project. Their proposal includes a solar PV system of 40 panels mounted to the roof of the Chemical Building, and installed facing south at a 15 degree pitch to maximize the amount of energy produced. The 10 kW system will produce approximately 13,400 kWh per year, and will save the County \$1,200 per year in avoided energy costs. The proposal also includes an educational kiosk that will show real time output of the system. This kiosk will be located in the lobby of the Administration Building, allowing citizens to interact with the system and learn about solar energy.

The total cost of the project = \$41,354, which includes design, materials, installation, and a 25 year warranty and maintenance contract. All funding for the project will be provided by Westar Energy. No County funds are needed for this project.

This selected proposal is due to Westar Energy on June 17, 2014, with final funding announcements made July 18, 2014.

Requested Action:

Approve submission of the Cromwell Solar proposal to Westar Energy Solar Project Grant for the new Public Works facility.

MEMO

To: Craig Weinaug
From: Teri Smith
Date: June 5, 2014
Re: Douglas County Emergency Operations Plan

The Commission is being asked to consider signing a resolution formally adopting the Douglas County Local Emergency Operations Plan.

Elected and appointed officials are responsible for providing the required services before, during, and after a disaster or emergency that occurs within their governmental jurisdiction.

The Douglas County Emergency Operations Plan (EOP) outlines the management and coordination of resources and personnel when a major emergency or disaster affects Douglas County. The previous plan was developed in 2009, and per requirements of the Kansas Division of Emergency Management, an EOP update is required every five years. The 2014 plan was developed in coordination with senior planners and managers of departments and agencies with key roles during emergencies or disasters. It complies with all planning standards set by the Kansas Division of Emergency Management, and incorporates lessons learned from emergencies or disasters that have threatened or impacted Douglas County. The coordinator for each Emergency Support Function (ESF) has the responsibility of reviewing and implementing their respective support functions in coordination with Douglas County Emergency Management.

Your signature represents the willingness and commitment of all Douglas County jurisdictions and special districts to work together to accomplish goals and help protect the citizens of Douglas County.

RESOLUTION NO. 14-_____

A RESOLUTION ADOPTING THE DOUGLAS COUNTY EMERGENCY OPERATIONS PLAN, AND REPEALING RESOLUTION NO. 09-17 AND PRIOR RESOLUTIONS OF THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS RELATING TO PRIOR VERSIONS OF THE DOUGLAS COUNTY EMERGENCY OPERATIONS PLAN

WHEREAS, K.S.A. 48-929 (d) requires that “each County. . . shall prepare and keep current a disaster emergency plan for the area under its jurisdiction, which has been approved after examination and periodic review by the (State) division of emergency preparedness”; and

WHEREAS, K.S.A. 65-5701 et. seq. adopts certain provisions of the Federal Emergency Planning and Community Right-to-Know Act (Title III of Public Law 99-499); and, among other requirements, mandates that chemical emergency operations plans be developed by local emergency planning committees for areas designated by the state emergency response commission; and

WHEREAS, the State Emergency Response Commission for Kansas designated county boundaries as local emergency planning districts; and

WHEREAS, the Douglas County Board of Commissioners last adopted an emergency operations plan on May 11, 2009, Resolution No. 09-17; and

WHEREAS, the State of Kansas Division of Emergency Management approved an Amended and Restated Douglas County Emergency Operations Plan on May 6, 2014 finding that it met the Kansas Planning Standards, SARA Title III and NIMS requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAWRENCE, KANSAS:

Section 1. The “Douglas County Emergency Operations Plan” as approved by the Kansas Division of Emergency Management on May 6, 2014, is adopted and approved for use. Such plan shall supersede all previously adopted disaster and emergency operations plans for Douglas County, Kansas.

Section 2. Annexes and Appendices to the Basic Plan may be adopted and modified by the Douglas County personnel and agencies responsible for their development. The Basic Plan, however, may be amended only by action of the Board of County Commissioners. Annexes and Appendices that contain information, the disclosure of which would pose a substantial likelihood of revealing security measures such as intelligence information, tactical plans, resource deployment and vulnerability assessments, as further identified in K.S.A. 45-221(a)(45), shall generally not be made available to the general public pursuant to the Kansas Open Records Act.

Section 3. All agencies and individuals are directed to take appropriate actions as set forth in the Douglas County Emergency Operations Plan.

Section 4. Resolution No. 09-17 and other resolutions adopting and amending prior versions of the Douglas County Emergency Operations Plan are repealed.

ADOPTED this _____ day of _____ 2014.

BOARD OF CITY COMMISSIONERS OF LAWRENCE,
KANSAS

Nancy Thellman, Chair

Jim Flory, Member

Mike Gaughan, Member

ATTEST:

Jameson D. Shew, County Clerk



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse
1100 Massachusetts Street, Unit 204
Lawrence, KS 66044-3064
(785) 832-5329 Fax (785) 832-5320
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Sarah Plinsky
Assistant County Administrator

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator

SUBJECT: Excess Workers' Compensation Insurance Coverage

DATE: June 6, 2014

Douglas County is self insured for Workers' Compensation, but is required by the State of Kansas to maintain insurance coverage for high claims. In recent history, Douglas County has never reached the deductible (retention) on any one claim, which would activate the excess coverage. Our current provider is Safety National Casualty Corporation and our current retention levels are \$450,000 for law enforcement personnel and \$400,000 for remainder of our employees. We increased the retention levels in 2011. Our retention level is \$500,000 for all employees.

The County has been with Safety National since the 2011 – 2012 Plan year. The premium for this coverage was \$72,075. This year, Safety National quoted a renewal of \$77,815. Willis, our broker for risk management coverage, sought a quote from Midwest Employers Casualty. Midwest and Safety National are the main competitors in this area for organizations similar to Douglas County. In addition, the County has coverage from Midwest before the 2011-2012 plan year. Midwest quoted a premium of \$67,990. This quote leaves the retention level the same.

Market trends are leading towards higher retention levels for public entities and the marketplace in Kansas is very limited. It is anticipated that Midwest may increase a future renewal rate, but given how rare it is that Douglas County would have to utilize this coverage above our deductible, staff feels it is important to keep the premium as reasonable as possible.

RECOMMENDED MOTION

Approve an agreement with Midwest Employers Casualty for Workers' Compensation excess coverage at a \$500,000 retention level for all employees for \$67,990 for June 15, 2014 through June 15, 2015.



DOUGLAS COUNTY PUBLIC WORKS

1242 Massachusetts Street
Lawrence, KS 66044-3350
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www.douglas-county.com

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer

Date : June 5, 2014

Re : Consent Agenda approval of Request for Construction Project, DOT Form 1302
Federal STP funding for KDOT's Off-System Bridge Program
Replacement of DGCO Bridge No. 09.64N-10.00E

KDOT has issued a call for projects for its Off-System Bridge Program with selected projects to be let in FFY 2016. Federal law requires that a specific portion of a state's apportionment of Surface Transportation Program (STP) funds be used for replacement or rehabilitation of eligible bridges located on roads that are not on the federal-aid system. KDOT has established the Off-System Bridge Program to comply with this requirement, and programs approximately \$8 million annually for the program. The program is competitive and funds are awarded through an application process. KDOT requires that an application for a construction project under this program must be accompanied by a completed DOT Form 1302, Request for Construction Project.

You may recall last year we applied for funding from this program to replace Bridge No. 09.64N-10.00E. We were not successful last year, but plan to re-apply this year. The bridge carries E 1000 Road over Washington Creek, and is located approximately 0.4 miles south of Route 458 on E 1000 Road. This road is classified as a Minor Collector road on the approved Functional Classification Map. The existing bridge is a 3-span, continuous steel bridge approximately 132 feet long that is posted for a 12-ton load limit. The existing bridge has two steel beam lines, which makes it one of three "fracture critical" bridges in Douglas County. Fracture critical bridges require a more in-depth and costly inspection every two years. The existing bridge has a Sufficiency Rating of 53.8. The CIP includes \$631,200 (assuming all local funding) for replacement of this bridge with construction scheduled for 2017. If our application for federal funding is successful, we will need to proceed rather quickly with engineering design with a KDOT bid letting no later than September 2016.

Action Required: Consent Agenda approval of DOT Form 1302, Request for Construction Project, for the replacement of DGCO Bridge No. 09.64N-10.00E, the bridge carrying E 1000 Road over Washington Creek. All three commissioners should sign the form.

KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, With Map

County Douglas

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for Douglas County under an agreement dated Nov. 19, 2004, or,

WHEREAS: The Secretary's agency for the City of will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Minor Collector on Route Number E 1000 Road located: 09.64 miles North & 10.00 miles East of the Southwest corner of Douglas County

Total Project Length (Km) 0.11 (Mi) Est. Let Date September 2016

ESTIMATED costs of such improvements are as follows:

Table with 2 columns: Description and Amount. Rows include Grading / Culverts / Storm Sewer (\$84,350), Surfacing (Type) HMA Comm. Gr. (\$37,145), Bridges (Number) 1 (\$465,878), Seeding (\$5,750), Other Mobil., Staking, Traf. Control (\$38,525), and ESTIMATED Total for Project (\$631,648).

Surveys and plans will be prepared by: Consultant

BE IT FURTHER RESOLVED: That sufficient funds of Douglas County are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day 11 Month June Year 2014, at Lawrence, Kansas.

Recommended for Approval: APPROPRIATE LOCAL OFFICIAL(S)

County/City Engineer or Administrator

Chairperson/Mayor

ATTEST:

Member

County/City Clerk

Member

REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile _____ RR Owner _____ County/City: _____

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___
 Others: _____

Utilities to be adjusted: Rural Water, Power, Telephone

Environmental Concerns: Parks ___ No ___ Wetlands ___ No ___ Other ___ No ___

Traffic Data: Present AADT ___ 150 ___ Year _____ Estimated Future AADT ___ 223 ___ Year ___ 2018

Existing Facilities:					Curb & Gutter	Storm Sewer			
Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness					
(M)		(M)		Estimated 6" aggr. base w/ chip seal		open ditch			
26.00	(Ft)	24.00	(Ft)						
Proposed Facilities:				Surface Thickness or Rate/Km or /Mi	Curb & Gutter	Storm Sewer			
Roadbed Width	Surface Type	Surface Width	Surfacing By:						
(M)		(M)		8" HMA		open ditch			
28.00	(Ft)	26.00	(Ft)						
Existing Bridges:					Safe Load	Suff. Rating	Rating Year	Posted	
NBIP Structure Number	Structure Type	Over-all Length		Clear Roadway					
000231037004544	Cont. Stl. Beam	132.00		24.00		15T	53.8	2014	12T
		(M)	(Ft)	(M)	(Ft)				
		(M)	(Ft)	(M)	(Ft)				
Proposed New Bridges:					Clear Roadway				
Structure Type		Over-all Length							
RC Haunched Slab		150.00		28.00					
		(M)	(Ft)	(M)	(Ft)				
		(M)	(Ft)	(M)	(Ft)				
Railroad Crossings:		No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection	
Company Name									

Comments:

REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)

Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

Rights of Way (R/W)

Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)

Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

ESTIMATED non-construction costs are as follows:

Preliminary Engineering _____	\$ <u>75,000</u>
Rights of Way _____	\$ <u>12,000</u>
Utility Adjustments _____	\$ <u>10,000</u>
Other _____	\$ _____
ESTIMATED Total for Project	\$ <u><u>97,000</u></u>

AGREEMENT

CONDITIONS OF GRANT

Juvenile Justice Comprehensive Plan State Block Grant

A grant is hereby awarded, commencing on the 1st day of July 2014, from the Kansas Department of Corrections, Juvenile Services, hereinafter referred to as "KDOC-JS," to the **Douglas 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, 2015. Acceptance of block 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 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, <http://www.doc.ks.gov/juvenile-services/supervision-standards/jias>
- C. 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>
- D. 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>
- E. 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/kdoc-juvenile-services/financial-rules>
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile Services for final review and resolution.
- R. 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.
- S. 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.
- T. Provide services to applicable juveniles residing or adjudicated in GRANTEE's Judicial District.
- U. Maintain books, records, documents, and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.
- V. Not use state funds allocated through this grant to supplant GRANTEE'S present Federal, State or local funding of services or programs.
- W. Maintain records and submit reports containing such information and at such times as required by KDOC-JS.
- X. Attend all applicable training sponsored by KDOC-JS.
- Y. 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

JUVENILE SERVICES GRANT CONDITIONS

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. 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, <http://www.doc.ks.gov/juvenile-services/provider-services/provider-handbook>
- 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.
- I. 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: _____
(Please Print First Name, MI, and Last Name)

Signature: _____ Date: _____

APPROVED BY: Kansas Department of Corrections, Juvenile Services

Name: Ray Roberts, Secretary

Signature: _____ Date: _____