

*Members of the public wishing to speak during Public Comment or on Items of Business must register with the County Clerk prior to the beginning of the meeting.*

## **AGENDA**

### **BOARD OF FRANKLIN COUNTY COMMISSIONERS Wednesday, Sept. 28, 2016 | 8:30 a.m.**

---

#### **TO BE HELD IN THE ANNEX COMMISSION CHAMBERS**

---

**A. CALL TO ORDER**

**B. ROLL CALL:**

Waymire    Howard    Dunn    Harris    Renoud

**C. PLEDGE OF ALLEGIANCE**

**D. INVOCATION:**

1. Invocation Led By Rev. Craig Robertson, First Christian Church, Ottawa, Kansas.

**E. CORRESPONDENCE & ORGANIZATIONAL BUSINESS**

1. Introduction Of Scott Monninger As Community Correction Assistant Director.
2. Present Commissioner Randall Renoud A Certification For Completion Of The Foundations In County Government Leadership Program.

**F. PUBLIC COMMENT:**

A citizen desiring to speak on an item not on the agenda may do so at this time. Discussion is limited to five minutes and the Commission will not take action or discuss items at this time. Discussion should be limited to matters of County Commission business and public comment is not permitted in regard to personnel matters or on pending legal matters. Items introduced under '**Public Comment**' may become agenda items at a later date.

**G. CONSENT AGENDA:**

Items listed on the '**Consent Agenda**' are considered routine and shall be enacted by one motion of the Board of Commissioners with no separate discussion. If separate discussion is desired by a member of the Governing Body, that item may be removed from the '**Consent Agenda**' and placed on the regular agenda '**Items of Business.**'

1. Consider And Approve Franklin County Commission Meeting Minutes For

Sept. 21, 2016.

2. Consider And Approve Tax Change Orders.
3. Consider And Approve Payroll For The Pay Period Of August 21, 2016 Through September 20, 2016.

#### H. ITEMS OF BUSINESS:

1. Consideration For Approval Of Council Member Appointments And FPC Bylaws. Midge Ransom, Health Department Director

Documents:

[2016 0928 agenda cover sheet\\_fpc bylaws.pdf](#)  
[fpc bylaws final draft 092216.pdf](#)

2. Consider Authorizing The Chairman To Execute The Agreement For Project No. KA-4449-01. James M. Haag, Jr., Public Works Director

Documents:

[2016 0928 cv project us 59 haskell - 23rd ka-4449-01.pdf](#)  
[kdot project 4449-01.pdf](#)

3. Consider Approving "Agreement For Operation Of Visitor's Information Center" By And Between Franklin County, Kansas And The Franklin County Visitor Information Center, Inc. Derek Brown, County Counselor

Documents:

[2016 0928 vic agreement cv.pdf](#)  
[20160922\\_vic agreement\\_final.pdf](#)

4. Consideration Of Proposed Revisions Of The Franklin County Purchasing Policy. Jon Holmes, Administration

Documents:

[09222016 ~ county purchasing policy revisions 2016 - agenda cover.pdf](#)  
[mgmt summary - 2016 purchasing policy revisons.pdf](#)  
[purchasing policy revised 2016.pdf](#)  
[purchasing policy october 23 2013.pdf](#)

5. Consider Appointing A Voting Delegate And Alternate Voting Delegate To Represent Franklin County At The Kansas Workers Risk Compensation For Counties (KWORCC) Annual Meeting In Overland Park, KS, Tuesday, November 15, 2015. Jon Holmes, Administration

Documents:

[2016 0928 kworcc delegate voting cover.pdf](#)

#### I. STAFF REPORTS

#### J. COMMISSIONER COMMENTS AND BOARD REPORTS

**K. ENTER INTO EXECUTIVE SESSION FOR DISCUSSION OF A PERSONNEL MATTER (ONE HOUR).**

**L. CONSIDER A MOTION FOR ADJOURNMENT**

**M. INFORMATION AND ANNOUNCEMENTS:**

1. UpComing Events

- Commission Meeting on Oct. 5, 2016 at 8:30 A.M.
- Commission Study Session on Oct. 10, 2016 at 8:30 A.M.
- Commission Meeting on Oct. 12, 2016 at 8:30 A.M.
- Commission Meeting on Oct. 19, 2016 at 8:30 A.M.
- Joint City/County/School Board Luncheon on Oct. 19, 2016 at USD 290.
- Commission Study Session on Oct. 24, 2016 at 8:30 A.M.
- Commission Meeting on Oct. 26, 2016 at 8:30 A.M.

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Midge Ransom  
Department: Health  
Date: 9/28/2016

## **AGENDA ITEM NARRATIVE**

Consideration For Approval of Food Policy Council bylaws.

## **BACKGROUND**

In July, the health department received funding for additional work with the Food Policy Council from Kansas Health Foundation. As a part of that work, we agreed to formalize the council membership process. We have revised our bylaws to include that process which provides for appointment by the County Commission following an application process and review by the council membership and health department staff.

## **SPECIFIC ACTION REQUESTED**

Approve the bylaws and structure of the Franklin County Food Policy Council.

## **ATTACHMENTS**

Food Policy Council Bylaws - final draft 092216

# Franklin County Food Policy Council By-laws

**Mission:** The Franklin County Food Policy Council is a broad representation of individuals and organizations throughout the county that support the provision of nutritious foods to all county residents. The council will serve to provide recommendations to government leaders regarding food policies, including, but not limited to, access, preparation, and cost, that impacts the health of community members.

## Article I. Name

The name of the organization shall be Franklin County Food Policy Council, hereinafter referred to as the Council.

## Article II. Purpose

The purpose of the Council is to establish a diverse group of public and private stakeholders in a collaborative effort to:

- Develop strategies to enhance the environmental, economic, social and physical health of the county as it relates to healthy food availability, businesses and the local economy, local food production and agriculture, ~~and physical activity through enhancement of places for physical activity and outdoor recreation;~~
- Establish and maintain a comprehensive dialogue and assessment of community nutritional health in the county through education, promotion and data compilation;
- Provide a forum for people involved in different parts-sectors of our community ~~and government~~ to meet and learn about what affects the food system, economy, physical activity health and quality of life;
- Identify and prioritize issues and make recommendations that promote, support and strengthen access to healthy choices for citizens in the county;
- Affect and develop food and community health policy; and
- Advocate and advise on policy implementation

## —Article III. Duties & Responsibilities of Council

### Section 3.1 Guiding Principles

In keeping with the vision and purpose, the Council recognizes and supports the following principles:

- Projects, programs and policies that guide them are most vital and responsive when they are rooted in local communities.
- Conflict is a predictable result of collaboration and provides positive benefits when it is cooperatively resolved.
- Democratic ethics are at the base-basis of decision making.
- The Council ~~shall~~ maintains an atmosphere free from all forms of harassment in efforts to value diverse points of view and reach consensus.
- The Council values the contributions of all that choose to commit to participation in the goals and purposes of the Council.

- The Council shall develop/maintains procedures to encourage community participation in the education, deliberation and decision making processes.

**Section 3.2 Recommendations of the Council.** Policy recommendations of the Council shall be formulated using current research and/or best practices found in the field. Actions plans shall be developed to include annual goals and objectives. ~~include benchmarks and criteria for measuring progress towards achieving each goal.~~ In developing its recommendations, the council shall solicit public input. The Council shall review progress made on each of its recommendations based upon the benchmarks and criteria developed for each goal or objective. ~~include benchmarks and criteria for measuring progress towards achieving each goal.~~ The Executive A Steering Committee will make recommendations and report to the Board of County Commissioners. ~~The Steering Executive Committee comprised of five council members will be established through recruitment within the Council by the Health Department council coordinator, and the Chairperson and local government officials.~~

## Article IV. Membership

### Section 4.1 Appointment; size; chair

~~All members of the Council shall be appointed by the Board of County Commissioners. Upon appointment, members shall serve a term of two years.~~

The Council shall consist of ~~up to 16~~12 voting members. ~~appointed by the Health Department Director and approved by the Franklin County Commission Chair, with the advice and consent of the Board of Commissioners, and include membership as follows:~~ An application process will be used to identify interested community members for initial appointment and to fill vacancies. Terms of members shall be two (2) years, running from November 1 to October 31. There shall be no term limits. Terms shall be staggered so that six memberships shall be open annually for appointment, following the initial year. The initial year appointments will include six two-year terms and six one-year terms. Initial council members shall be appointed by the health department.

~~Members shall represent an array of the county's food related sectors, diversity, and geography. Membership on the council shall be representative of the county population demographically and geographically. In addition, members will be recruited from a variety of community sectors, to include, but not limited to, Areas of preferred representation include: agricultural food -producers and distributors, community and faith-based organizations, organizations representing nutritionally at-risk populations, restaurants, grocery stores, food security, food processing/distributing, farmer's markets, extension service, schools including higher educational institutions, economic development, health professionals, youth, senior citizens, and government officials, and consumers.~~

~~Community members not officially appointed to the council are welcome to attend and participate in council meetings and activities, but are not given voting rights.~~

- ~~• Three members of the eight incorporated communities in the county;~~
- ~~• One member from each of the following: public health, food instability, and youth~~
- ~~• One member from higher education and one member representing school districts~~
- ~~• One member from business/enterprise and users of local foods;~~
- ~~• One member from a local farm and ranch organization.~~

~~The members shall vote amongst themselves for a chairperson and a chair-elect the first year. Every year following, a chair-elect will be elected at the November meeting.~~

#### **Section 4.2 Council member selection**

~~The Council shall recruit and recommend candidates to the Board of County Commissioners. Member nominations shall be taken from the community at large via application, approved by the standing Council according to a simple majority, and~~ ~~€The Executive Committee shall review the applications and submitted membership recommendations to the Board of County Commissioners for official appointment. aken to the Health Department Director for appointment. All appointments made by the Director shall be submitted to and approved by the Franklin County Commission Chair~~<sup>[LE1]</sup>. ~~Upon appointment, members shall serve staggered two-year terms. Public notification of council membership openings shall be made no later than September for the next two-year term using all available local media, to include health department social media. Applications will be accepted from individuals who live or work in Franklin County and verified by health department.~~

#### **4.3 Executive Committee**

~~A five-member Executive Committee shall be elected by the council members annually to include a chairperson, vice- chairman, treasurer, recording secretary. The fifth member shall be the health department staff member assigned to the council. Elections shall be held annually in November. The Executive Committee will make recommendations and activity reports to the Board of County Commissioners.~~

#### **Section 4.43 Resignation Vacancies**

~~Members unable to complete their term need to shall communicate their intention resignation to resign by written notice to the Council Chairman. The health department shall undertake replacement of the member upon such notice. Members who are unable to participate in the functions of the council shall be consulted as to their intent regarding their membership. Inactive voting members may be asked to submit a resignation to the council. Should a vacancy occur during the term of any member, immediate efforts to fill the position through public recruitment shall be undertaken. The member selected to fill said opening shall be appointed to complete the term of the individual vacating.~~

#### **Section 4.4 Rights and Responsibilities**

Members are expected to participate in the work of the Council and its subcommittees. Members' duties are to:

- Be present at every Council meeting. In the event of three consecutive unexcused absences (other than sickness, death in the family, business trips or emergencies), a Council member may be asked to resign. Members who know they will be absent will send notice beforehand to the chairperson and the Health Department council coordinator.
- Start and end meetings on time;
- Value each other's opinions, fully participate, actively listen and use open communication methods;
- Help to maintain the direction, purposes and goals, functions, and responsibilities of the Council through participation in subcommittees and deliberations.

## Article V. Meetings

### Section 5.1 Meetings

Meetings shall be conducted using procedures as outline in Roberts Rules of Order. The Chairperson shall convene and preside at meetings; the Vice-Chair shall conduct meetings if the Chairperson is unable to do so. A minimum of six meetings will be held each year on dates chosen by the council. A simple majority of appointed members in attendance at a meeting will constitute a quorum for voting purposes.

### Section 5.2 Meeting Notices

Notice of any regular or special meeting shall be given at least 5 days prior thereto by written notice delivered personally, mailed, or emailed to each member at such member's business or home address. Any council member may waive notice of any meeting. Failure to notify staff of current contact information shall constitute a waiver of notice. The attendance of a member at any meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

### Section 5.3 Public Meetings

All meetings of the full Council are public, and members of the public are invited to attend and monitor meetings. The Chairperson shall provide an opportunity at the beginning of regular business each meeting for introductions of public. Brief comments or questions from members of the public will be addressed at the end of ~~the each~~each meeting as time allows.

### Section 5.4 Meeting Agenda

A proposed agenda for each meeting shall be made available to and approved by council members at each meeting. Requests for changes to the proposed meeting agenda can be made to the Chairperson at any time prior to approval of the proposed agenda at each meeting.

## Article VI. Monetary Funds

The health department shall be responsible for determining monetary operating funds annually as included in the health department budget for the Local Fiscal Year. Funds awarded to the council shall be designated as to a specific purpose or as discretionary. All discretionary funds shall be dispersed for projects or activities only following approval by a simple majority of the council voting membership. The treasurer of the council shall keep an official record of the funds awarded and dispersed. A report shall be made monthly to the council that includes the opening balance, monthly starting balance, receipts and payments, and ending balance. All bills and encumbrances shall be delivered to the health department for final approval and payment through the county payment process. Treasurer's reports shall be official record, signed by the Treasure and Chairperson, and submitted to the health department monthly.

## Article VI. Amendments

These Bylaws may be amended, revised or repealed by a two-thirds vote at any meeting provided, however, the text of any amendment, revision or repeal as originally proposed shall be sent to each member at least fifteen days before the meeting at which such action is to take place. Final modifications of these bylaws are subject to review and approval by the Board of County Commissioners.

Adopted: June 1, 2015

[Revised: September 22, 2016](#)

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: James M. Haag, Jr.  
Department: Public Works  
Date: Wednesday, September 28, 2016

## **AGENDA ITEM NARRATIVE**

Consider authorizing the Chairman to execute the agreement for Project No. KA-4449-01

## **BACKGROUND**

The Board of County Commissioners and KDOT desire to study US 59 Highway traffic conditions from Haskell Road North to 23rd Street. In order to define responsibilities for the work an agreement is required.

## **SPECIFIC ACTION REQUESTED**

Motion authorizing the Chairman to execute the agreement for Project No. KA-4449-01.

## **ATTACHMENTS**

Agreement

PROJECT NO. KA-4449-01  
TRAFFIC STUDY  
FRANKLIN COUNTY, KANSAS

## AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **Franklin County, Kansas** (“County”), collectively, the “Parties.”

### RECITALS:

- A. The County has requested and the Secretary has authorized a Traffic Study (“Study”), as further described in this Agreement.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for obtaining consultant services to perform a study and produce a report on traffic on county streets, utilizing state funds.
- C. Counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for state aid, such work is required to be done in accordance with the laws of Kansas.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

### ARTICLE I

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. “**Consultant**” means any engineering firm or other entity retained to perform services for the Study.
3. “**County**” means Franklin County, Kansas, with its place of business at 1428 S Main, Ottawa, Kansas, 66067.
4. “**Documents**” means any written or printed papers and electronic files.
5. “**Effective Date**” means the date this Agreement is signed by the Secretary or the Secretary’s designee.

6. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
7. **"Non-Participating Costs"** means the costs of any items or services which the Secretary, acting on his own behalf, reasonably determines are not Participating Costs.
8. **"Participating Costs"** means expenditures for items or services which are an integral part of the Study, as reasonably determined by the Secretary.
9. **"Parties"** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
10. **"Reports"** means formal documents that detail or summarize information analyzed, generated or gathered for the Study. Any document or information which is or should be produced by the exercise or practice of a technical profession, as defined in K.S.A. (2012 Supp.) 74-7003(a), is considered a Report.
11. **"Secretary"** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
12. **"Services"** means the engineering and associated technical services necessary or required for the Study. Such Services are defined throughout the Agreement and with greater detail in Exhibit A, Scope of Services.
13. **"Study"** means all phases and aspects of the study to be undertaken by the County or its Consultant, as and when authorized by the Secretary, being: **US-59 from Haskell Road north to 23<sup>rd</sup> Street in Franklin County, Kansas**, and is the subject of this Agreement.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** The Secretary agrees to reimburse the County for one hundred percent (100%) of the total actual costs of the Study, but not to exceed \$30,000.00. The Secretary shall not be responsible for the total actual costs of any Non-Participating Costs for the Study.
2. **Reimbursement Payments.** The Secretary agrees to make partial payments to the County for amounts not less than \$1,000.00 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the County that the Study is being performed within substantial compliance to the Scope of Services.

### ARTICLE III

#### COUNTY RESPONSIBILITIES:

1. **Legal Authority.** The County agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Study.** The County shall be responsible to make or contract to have made Reports for the Study.

3. **Administration by County.** The County agrees to administer the payments due the Consultant, including the portion of the cost borne by the Secretary.

4. **Conformity with State and Federal Requirements.** The County shall be responsible to complete the Study or contract to have the Study completed in conformity with the criteria appropriate for the Study in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Road Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions required by the Secretary or by the County with the Secretary's concurrence, A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Access Management Policy, the KDOT Access Management Construction Project Guidelines, and the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), as applicable.

5. **Submission of Traffic Study to Secretary.** Upon their completion, the County shall have the Study submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Study with the items in Article III, paragraph 4 above. The Study must be signed and sealed by the licensed professional engineer responsible for preparation of the Study.

6. **Consultant Contract Language.** The County shall include language requiring conformity with Article III, paragraph 4 above, in all contracts between the County and any Consultant with whom the County has contracted to perform services for the Study. In addition, any contract between the County and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Study covered by this Agreement must contain language requiring conformity with Article III, paragraph 4 above. In addition, any contract between the County and any Consultant with whom the County has contracted to prepare and certify Reports for the Study covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of Study phases no later than the current Study schedule's due dates, exclusive of delays beyond the Consultant's control.

(b) Progress Reports. Language requiring the Consultant to submit to the County (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Study schedule.

(c) Third Party Beneficiary. Language making the Secretary a third party beneficiary in the agreement between the County and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the County and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the County or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the County from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. Responsibility for Adequacy of Study. The County shall be responsible for and require any consultant retained by it to be responsible for the adequacy and accuracy of the Study. Any review of these items performed by the Secretary or Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the County’s and its Consultant’s duty to provide an adequate and accurate Study. Reviews by the Secretary are not done for the benefit of the Consultant, the County, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Study, or any other work performed by the Consultant or the County.

8. Plan Retention. The County will maintain the final Study for five (5) years after the Study’s completion. The County further agrees to make such Study available for inspection by the Secretary upon request. The County shall provide access to or copies of all the above-mentioned documents to the Secretary.

9. General Indemnification. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Acts as applicable, the County will defend, indemnify, hold harmless, and save the Secretary and the Secretary’s authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the County, the County’s employees, agents, subcontractors or its consultants. The County shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or Secretary’s authorized representatives or employees.

10. **Authorization of Signatory.** The County shall authorize a duly appointed representative to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of the Study.

11. **Financial Obligation.** The County will be responsible for one hundred percent (100%) of the total actual costs of the Study that exceed \$30,000.00. The County shall also pay for any Non-Participating Costs incurred for the Study.

12. **Prior Costs Incurred.** The County shall be responsible for one hundred percent (100%) of any costs incurred by the County for the Study prior to the funding for the Study being authorized, obligated, and approved by the Secretary.

13. **Audit.** The County will participate and cooperate with the Secretary in an annual audit of the Project. The County shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the County for items considered Non-Participating Costs, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

14. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the County shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary or any other major expense associated with the Study.

15. **Cancellation by County.** If the County cancels the Study, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Study. The County agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Study.

## ARTICLE V

### GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Reports and Study and any other Special Attachments are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

2. **Compliance with Federal and State Laws.** The County agrees to comply with all appropriate state and federal laws and regulations applicable to the Project.

3. **Civil Rights Act.** The Special Attachment No. 1, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

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

5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office.

7. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

***The signature page immediately follows this paragraph.***

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

FRANKLIN COUNTY, KANSAS

\_\_\_\_\_  
COUNTY CLERK (Date)

\_\_\_\_\_  
CHAIRPERSON

(SEAL)

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

Kansas Department of Transportation  
Secretary of Transportation

BY: \_\_\_\_\_  
Catherine M. Patrick, P.E. (Date)  
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Contractor agrees to comply with all applicable state and federal anti-discrimination laws.  
  
The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Derek Brown  
Department: County Counselor  
Date: 9/28/2016

## **AGENDA ITEM NARRATIVE**

Consider approving "Agreement for Operation of Visitor's Information Center" by and between Franklin County, Kansas and the Franklin County Visitor Information Center, Inc.

## **BACKGROUND**

## **SPECIFIC ACTION REQUESTED**

Motion to approve "Agreement for Operation of Visitor's Information Center"

## **ATTACHMENTS**

Agreement attached.

## **Agreement for Operation of Visitor's Information Center**

By and Between Franklin County, Kansas and  
the Franklin County Visitor Information Center, Inc.

THIS AGREEMENT is made and entered into between Franklin County, Kansas, hereinafter referred to as the "County", and the Franklin County Visitor Information Center, Inc., a Kansas 501(c)(6) non-profit-corporation, hereinafter referred to as the "VIC". For purposes of this Agreement, the VIC also encompasses the Franklin County Convention and Visitor's Bureau and the two names may be used interchangeably.

WHEREAS, the County and the VIC entered into the "Transient Guest Tax Agreement" on September 30, 2015, wherein the County hired the VIC to provide certain tourism services within Franklin County.

WHEREAS, the County, by way of the Franklin County Board of County Commissioners, elected not to renew the aforementioned "Transient Guest Tax Agreement" and said Agreement will expire on September 30, 2016.

WHEREAS, the County owns the entirety of the building commonly known as the Franklin County Visitor's Information Center (hereinafter the "Site"), located at 2011 East Logan, PO Box 203, Ottawa, KS 66067.

WHEREAS, the VIC has vacated the Site, leaving behind only certain furniture items and certain records.

WHEREAS, the County and the VIC agree that the remaining furniture located at the Site should be disseminated in a way that is responsible, prudent and contributes to the ongoing promotion of tourism within Franklin County.

WHEREAS, the VIC has three bank accounts with People's Bank: the "TGT" account, account # \_\_ \_609; the "VIC" account, account # \_\_ \_501; and the "Money Market" account, account # \_\_ \_22.

WHEREAS, the County and the VIC agree that it would be both difficult and costly to determine the legal ownership of the funds in the above referenced bank accounts but believe that all funds should be disseminated in a way that is responsible, prudent and contributes to the ongoing promotion of tourism within Franklin County.

WHEREAS, the County and the VIC agree that while the "Transient Guest Tax Agreement" is ending and that while Franklin County is pursuing obtaining tourism promotion services from another vendor, it is in the best interests of the citizens of Franklin County and those that wish to visit Franklin County that the Site remain open and operating until such time that the vendor selected to provide tourism services is selected and a contract is in place.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto covenant and agree as follows:

#### PURPOSE

The purpose of this Agreement is to wrap up remaining items of business between the County and the VIC, chief among them, the interim staffing of the Site, the dissemination of the remaining property currently located at the Site, and the dissemination of the money being held in the VIC's bank accounts.

#### SECTION I. STAFFING OF VISITORS INFORMATION CENTER

The VIC hereby agrees to provide staffing to the Site from October 1st, 2016, until such time as a contract is entered into with a separate vendor to provide tourism services within Franklin County, but in no event shall such time period extend past December 31, 2016. In the event that an agreement is reached with another vendor prior to December 31, 2016, the VIC will be given fourteen (14) days' notice to vacate the Site, pursuant to Section VII below. Staffing shall be provided during normal hours of operation. Duties of said staff shall be commensurate with what has historically been provided at the Site. All expenses associated with staffing, including but not limited to any salary and benefits paid to Susan Rader and/or any other staff member, shall be paid exclusively by the VIC.

#### SECTION II. OWNERSHIP OF VISITORS INFORMATION CENTER

The VIC's sole right and responsibility with regard to said location is to provide staffing to the building during normal operating hours. The County in all other respects shall manage the building and retains the right to enter into the Site at any time it deems appropriate without notice. All routine expenses associated with the Site, including but not limited to maintenance, utilities and insurance shall be paid by the County. With regard to the utilities, the County shall pay all bills received after September 30, 2016, even if the utility consumption occurred prior to that date.

#### SECTION III. OFFICE FURNISHINGS

The VIC agrees that certain office furnishings, including but not limited to, conference room tables and chairs, storage equipment, refrigerator and other appliances shall remain at the Site and shall become the property of the County at no cost to the County. A full list of items remaining at the Site is attached hereto as Exhibit A.

#### SECTION IV. TOURISM FUNDS

The VIC agrees that it will write a check to the County for the balance of the funds remaining in the "TGT" account. The VIC agrees that it will write this check on or before September 30, 2016. The VIC further agrees that it will not transfer funds out of this account

prior to September 30, 2016, for purposes of avoiding payment to the County. The County agrees that the funds remaining in the "VIC" account and the "Money Market" account shall remain the property of the VIC.

#### SECTION V. MISCELLANEOUS ITEMS/OBLIGATIONS

- A. PBS BROADCAST PROJECT – This project shall remain the obligation of the VIC and the remaining payments due shall be made by the VIC using VIC funds from any source it deems appropriate. In no event shall the remaining payments be made using funds from the "TGT" account.
- B. TOSHIBA COPIER CONTRACTS – The County shall assume these contracts as of October 1, 2016, and shall make each of the remaining payments as is set out in the contracts with Toshiba.
- C. WINGERT SIGN COMPANY BILLBOARDS – The County shall assume this contract(s) and shall make each of the remaining payments as is set out in the contract(s).
- D. RECORD STORAGE – The County shall allow any records belonging to the VIC to continue to be stored at the Site until such time as a contract for tourism services is entered into between the County and a separate vendor or December 31, 2016, whichever occurs sooner. Upon removal of the records from the Site, said records shall be stored at the expense of the VIC.

#### SECTION VI. DURATION OF AGREEMENT

This Agreement shall become effective October 1, 2016, and shall terminate as soon as the County enters into a contract for tourism services with another vendor or on December 31, 2016, whichever occurs sooner. In the event that an agreement is reached with another vendor prior to December 31, 2016, the VIC will be given fourteen (14) days' notice to vacate the Site, pursuant to Section VII below.

#### SECTION VII. TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving the other party fourteen (14) days written notice.

#### SECTION VIII. INDEPENDENT CONTRACTOR

To the limited extent that the VIC is to perform services under this Agreement, it shall be deemed an independent contractor and any and all employees of the VIC, while engaged in the performance of any work or services required under this Agreement shall not be considered employees of the County for any purpose whatsoever. Unemployment benefits, insurance

benefits, social security coverage, retirement membership or credit, and any and all such claims shall be the sole obligation and responsibility of the VIC.

#### SECTION IX. HOLD HARMLESS

- A. VIC agrees to be fully responsible for, and agrees to indemnify, defend, and hold harmless the County, from and against all claims, losses, liabilities, damages, injuries, or expenses (including reasonable attorney's fees) resulting from or arising in connection with the performance of its duties/activities under this Agreement.
- B. The County agrees to be fully responsible for, and agrees to indemnify, defend, and hold harmless the VIC, from and against all claims, losses, liabilities, damages, injuries, or expenses (including reasonable attorney's fees) resulting from or arising in connection with the performance of its duties/activities under this Agreement.

#### SECTION X. GENERAL TERMS

- A. Entire Agreement. This Agreement contains the full and entire Agreement and understanding between the parties as to the subject matter contained herein and expressly supersedes all prior oral and written communications regarding the subject matter hereof.
- B. Standalone Agreement. This Agreement is entirely separate from the "Transient Guest Tax Agreement" executed by the County and the VIC on September 30, 2015. This Agreement in no way serves to extend the "Transient Guest Tax Agreement" or any provision within said agreement.
- C. Amendment. Any amendment or modification to this Agreement shall be in writing and signed by authorized members of each party.
- D. Assignment. Neither party shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.
- E. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.
- F. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

G. Severability. In the event any provisions of this Agreement be officially found to be contrary to law, or void as against public policy or otherwise, such provisions shall be either modified to conform to the law or considered severable with the remaining provisions hereof continuing in full force and effect.

SECTION XI. NOTICE

Any notices required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at the addresses below or to such other addresses of which a party shall have notified the other in accordance with the provisions of this Section.

If to the VIC:                    Juanita Peckham  
  2011 East Logan  
  P.O. Box 203  
  Ottawa, KS 66067

If to the County:               Rick Howard  
  1428 South Main Street, Suite 2  
  Ottawa, KS 66067

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates and year below written:

Franklin County

Franklin County VIC, Inc.

\_\_\_\_\_

\_\_\_\_\_

Name: Rick Howard

Name: Juanita Peckham

Title: Chair, Franklin County Board of Commissioners

Title: Chair, VIC Board

Date:

Date:



# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Jon Holmes  
Department: Administration  
Date: 09/22/2016

## **AGENDA ITEM NARRATIVE**

Consideration of proposed revisions of the Franklin County Purchasing Policy.

## **BACKGROUND**

Updating of the Franklin County Purchasing Policy.

## **SPECIFIC ACTION REQUESTED**

Motion to approve revised Franklin County Purchasing Policy (2016).

## **ATTACHMENTS**

(1) Management Summary (2) Revised Franklin County Purchasing Policy(2016)  
(3) Franklin County Purchasing Policy(2013)



# BOARD OF FRANKLIN COUNTY COMMISSIONERS

**Richard A. Howard 2<sup>nd</sup> District - Chairman**

Colton M. Waymire, 1<sup>st</sup> District  
Roy C. Dunn, 3<sup>rd</sup> District

Steve Harris, 4<sup>th</sup> District  
Randall Renoud, 5<sup>th</sup> District



**To: Franklin County Commissioners**  
**From: Jon Holmes, County Administrator**  
**Re: Purchasing Policy Revisions**  
**Date: 09/22/2016**

## **Overview:**

The County Purchasing Policy was last revised in 2013 when purchasing cards were implemented. At that time policies were put in place that provided guidance to staff regarding the use and management of those purchasing cards. Since that time staff have become accustomed to using these cards; during that time the processes and procedures to ensure the proper management and oversight of the purchasing card program have been updated and streamlined to ensure efficiency and accountability. The proposed revisions incorporate those procedural changes in order to stay in sync with County policy.

Additionally, a few other revisions have been made to allow Department Heads the ability to quickly address issues within their department, and continue to operate efficiently and effectively but still ensure that the County Commissioners remain apprised of major purchases, and operational expenditures.

## **List of Revisions:**

### **Overall:**

1. format changes to ensure continuity of outline formatting.
2. Correct grammatical errors, font differences, spelling, etc.

### **Sections Revisions:**

#### **Highlighted Areas**

##### **Section 2.4**

1. Adjust Department Head purchase authorization from \$1,500 to \$2,500
2. Adjust County Administrator purchase authorization from \$7,500 to \$10,000

##### **Section 2.9**

1. Section 2.9, Sub-section A.

Previously, the policy stated that Commissioners were to be notified in writing that staff were requesting bids.

Proposed Change to read that Commissioners are simply notified that bids are being requested or announced.

2. Section 2.9, Sub-Section D.

Previously, the policy stated that all bids will be opened at a Commission Meeting.

Proposed Change to state that bids will be opened at a Commission Meeting "or in the manner so described within the proposal publication/announcement on the date indicated on the request for bids"

This allows staff the opportunity to open and review bids in order to examine the bids closely, conduct follow up with the vendors concerning the submitted bids, or conduct other reviews in order to recommend the best and lowest bid to the Commissioners for consideration.

3. Section 2.10, Sub-Section A

Previously, the policy provides the County Administrator authority to approve emergency purchases up to \$10,000 with the approval of the Chairman of the Board of County Commissioners.

Proposed Change to allow the County Administrator authority to approve emergency purchases up to \$15,000 with notification of the Chairman of the Board of County Commissioners.

**Section 2.11**

Previously the policy had two sections regarding length of contracts, and Repository of contracts. No change was made to those two sub-sections.

Proposed changes stipulates that all contracts shall be reviewed and approved for consideration by the County Counselor prior to being placed on the agenda for consideration by the County Commissioners.

Proposed changes also stipulate that "No Employee, or Elected Official may enter into an agreement or contract that obligates the County, or encumbers future fiscal resources beyond the current fiscal year without the approval of the County Commissioners."

**Section 2.13**

Proposed Changes add stipulations that all lease or lease purchases shall follow the guidelines as set forth in section 2.11 before signing.

**Section 7**

Formatting throughout the section

**Section 7.1 and Following:**

Previously the policy stipulated that the County Administrator was the point of contact for all aspects of the purchasing card program. Upon the departure of the former County Administrator, the County Clerk was directed to take over the management and oversight of this program by the County Commission. That has

continued without any issues or concerns. The recommended policy change simply adds the words "or designee" provides that this role/responsibility can be filled by staff as designated.

**Section 7.6**

Provides added reference of the Franklin County Personnel Rules, Section 8, Disciplinary Procedure that guides all disciplinary actions for Franklin County Personnel.

**Section 7.8**

Updating of Contact information for purchase cards information

# FRANKLIN COUNTY PURCHASING POLICY AND PROPERTY MANAGEMENT POLICY

## SECTION 1: DEFINITIONS

The words defined in this Section shall have the meanings set forth below whenever they appear in this manual:

**Bid:** an offer, as a price, for payment or acceptance. A bid can either be an offer to the County by a vendor or a buyer.

**Bid Security:** a guarantee, in the form of a bond or deposit, that the bidder, if selected, will sign the contract as bid; otherwise the bidder (in the case of a deposit) or the bidder or their guarantor (in the case of a bond) will be liable for the amount of the bond or deposit.

**Change Order:** a written order directing the contractor to make changes in the contract.

**Commodity:** a tangible good.

**Cooperative or State Contract:** a contract established through a bidding process that allows multiple governmental agencies to utilize the pricing.

**Construction:** the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings or real property.

**Contract:** an agreement between the County and one or more persons/businesses by which the other persons/businesses agree to provide, in exchange for consideration, any type of property, whether tangible or intangible, services or any other benefit to or for the County.

**Contract Modification:** any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the original contract.

**Contractor:** any person/business having a contract with the County.

**Department:** any office or department having a County budget and that utilizes any supplies, services or construction purchased under this manual.

**Department Head:** the manager, whether by election or appointment, in charge of a department.

**Emergency Purchase:** the purchase of supplies, services, and/or construction where the urgency of need does not permit the delay in utilizing formal competitive selection methods.

**Employee:** any individual receiving a County paycheck, such paycheck being a result of either appointment or election to a County position.

**Extensions to Contracts:** An addendum to a contract for an incidental service or commodity not anticipated or necessary to the original purchase.

**May:** denotes the permissive.

**On-line Service:** an internet service designed to provide notification to qualified vendors of appropriate formal bids/proposals requests.

**Purchasing:** buying, renting, leasing, or otherwise acquiring any supplies, services, and/or construction. It also includes all functions that pertain to the obtaining of any supply, service, and/or construction, including description of requirements, selection and solicitation of vendors, preparation and award of contract, and all phases of contract administration.

**Purchase Description:** the words used in a solicitation to describe the supplies, services, and/or construction to be purchased, and include specifications attached to, or made a part of, the solicitation.

**Purchasing Card:** a method of payment with limits determined by the County

**Qualified Vendor:** any vendor who has not been debarred or suspended from County consideration by the Board of County Commissioners within the past three (3) years.

**Request for Information:** a request (including general specifications) for pricing and for other related information that is provided to vendors holding cooperative contracts established by a competitive bidding process.

**Request for Proposals:** all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

**Informal Bids/Proposals:** an informal offer or bid containing price and other terms made by a vendor in writing, telephone, or verbally.

**Request for Qualifications:** a documented process to narrow the selection of qualified vendors to respond to a solicitation of a bid/proposal, or to determine a list of qualified consultants that can be accessed as needed.

**Request for Bids:** all documents, whether attached or incorporated by reference, utilized for soliciting bids.

**Responsible Bidder:** a person/business who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

**Responsive Bidder:** a person/business who has submitted a bid which conforms in all material respects to the Request for Bids/Proposals.

**Services:** the furnishing of labor, time, and/or effort by a vendor.

**Shall:** denotes the imperative.

**Sole Source of Supply:** there is only one source for the required supply, service, or construction item due to uniqueness of the product, quality or performance of the item, or need to maintain uniformity with past purchases.

**Specification:** any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspection, testing, or preparing a supply, service, or construction item for delivery.

**Supplies:** all property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

**Surplus:** any supplies no longer having any use to the County. This includes obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle.

**Vendor:** a seller of commodities and/or services.

**Vendor List:** a list of qualified vendors established and maintained for any party interested in doing business with the County.

## **SECTION 2: PURCHASING PROCEDURES**

### **2.1 PETTY CASH FUNDS**

Petty cash funds of \$100.00 or less may be established by the Department Head for the purchase of miscellaneous small items. Petty cash funds greater than \$100.00 must be established by Resolution of the Board of County Commissioners. Receipts of expenditures must be submitted to the Treasurer's Office when requesting replenishment of petty cash funds.

### **2.2 CHANGE FUNDS**

Departments may keep cash on hand for the sole purpose of making change for cash transactions. Such funds must be identified and kept separate from other cash, and may not be in an amount in excess of \$500.00, except for the Treasurer's Office, which may not be in an amount in excess of \$2,500.00.

### **2.3 PURCHASING CARDS**

The use of purchasing cards for purchases is encouraged wherever possible. Employees to whom purchasing cards are assigned must sign the Purchasing Card Cardholder Agreement (see Appendix A) The County Administrator is responsible for the oversight of Purchasing Cards, including

establishment of limits and types of purchases authorized.

## 2.4 PURCHASES OF COMMODITIES AND/OR SERVICES

**Department Head Approval Levels:** When the purchase price of the commodity acquisition or for service is less than or equal to \$2,500, the Department Head shall have the authority to make the acquisition without prior approval or the solicitation of quotes.

**Administration Approval Level:** Approval for purchases of commodities or services or combined purchases of commodities/services may be made by the County Administrator at the following levels:

1. **Cooperative or State Contracts:** When the purchase price of the commodity acquisition or service is between \$2,501 and \$10,000, and the commodity or service may be purchased/retained through a cooperative or state contract for which bids were originally issued.
2. **Sole Source:** When the purchase price of the commodity acquisition or service is between \$2,501 and \$10,000, and the commodity or service may only be purchased through one vendor due to uniqueness of the product, quality or performance of the item, or need to maintain uniformity with past purchases.
3. **Informal Bids:** When the purchase price of the commodity acquisition or service is between \$2,501 and \$10,000, and a cooperative or state contract is not available or is not being utilized, and informal bids/proposals have been solicited.
4. **Auctions:** When an item with a value between \$2,501 and \$10,000 is available through an auction (with time constraints), the County Administrator may authorize participation in the auction after analyzing the following requirements.
  - a. The item was a planned equipment purchase approved through the budgetary process.
  - b. Staff has observed the item and evaluated its condition.
  - c. Staff has established a value for the item being auctioned.
  - d. Staff has determined the price of an identical new piece of equipment (excluding trade-in).
  - e. Staff provides a value of existing equipment being replaced (if applicable, for disposable purposes).

If approval is provided for an amount less than \$10,000, the County Administrator will establish a maximum amount authorized for the purchase. If the amount of the purchase is expected to exceed \$10,000, the County Administrator will make every attempt to seek approval from the Board of County Commissioners within the time constraints; if that is not possible, the County Administrator will notify the Board of County Commissioners of the intent to participate in the auction, identifying the piece of equipment, the maximum amount authorized, and the deadline.

**Board of County Commissioners Approval:** Approval from the Board of County Commissioners is required when the purchase price of a commodity or service or the purchase price of a combined commodity/service is greater than \$10,001. Cooperative or State Contracts, Sole Source, or Formal Bids may be utilized for such purchase.

## **2.5 PURCHASES SUBJECT TO STATUTORY PROCEDURES.**

Except when other provisions of this Policy specifically require stricter or additional standards than required by applicable Kansas statutes, the applicable Kansas statutes shall control. As such, all Kansas statutes governing purchases, including the following, shall be followed (subject to exceptions enumerated by statute in the event of emergency, disaster, hardship, etc.):

### **A. Construction of County Buildings**

All contracts for the expenditure of County funds for the construction of any courthouse, jail or other County building, or the construction of any bridge, highway, road, dam, turnpike or related structure or stand-alone parking lot in excess of \$25,000 shall be awarded in accordance with K.S.A. 19-214 et.seq, which requires a public letting and award to the lowest and best bid. Notice of the request for bids shall be published in a newspaper designated by the Board of County Commissioners.

The notice shall specify with reasonable minuteness the character of the improvement contemplated, the time and place at which the contract will be awarded, and invite sealed bids for the same. Plans and specifications of the proposed work shall be available for the inspection of bidders at a County office for at least 30 days prior to the time of awarding the contract.

The contractor awarded the contract shall give the County a good and sufficient surety bond by a surety company authorized to do business in the State of Kansas, to be approved by the County Counselor, in the amount of the contract, and conditioned upon the faithful performance of the contract.

Pursuant to K.S.A. 19-214(b), this subsection shall not apply to the expenditure of County funds for professional service, for contracts subject to K.S.A. 68-521 (relating to construction of County roads), or to the purchase of contracts of insurance or the repair of any courthouse, jail or other county building or the repair or replacement of any such building's equipment when an emergency based upon public health or safety is declared by the Board of County Commissions.

### **B. Construction of County Bridges and Culverts**

All contracts for the construction or repair of any County bridge or culvert shall be awarded in accordance with K.S.A. 68-1101 et seq., and any amendments thereto. Among other things, the foregoing statutes provide for the following:

1. Possibility of protest petition by 5% of the legally qualified electors of the County if the expense to build or repair a bridge exceeds \$250,000;
2. Award of contract to lowest responsible bidder after public bidding by sealed bid;
3. Bid security in the amount of not less than 5% of the bid proposal;
4. The contract may not be awarded for more than 110% of the County Engineer's estimated cost;
5. The bidder to whom the contract is awarded must provide a bond to Franklin County in a

- sum equal to the amount of the contract price, conditioned upon faithful performance of the contract in a form approved by the County Counselor;
6. Retainage on contracts of no less than 5%; and
  7. Determination of the County Counselor that the contract has been awarded in strict compliance with all statutory requirements.

### **C. Construction of County Roads**

All contracts for construction, surfacing, repairing or maintaining of any County road when the County Engineer's estimated cost is in excess of \$25,000 shall be awarded in accordance with K.S.A. 68-521, which requires a public letting and award to the lowest responsible bidder. Notice of the request for bids shall, at a minimum, be published twenty (20) days prior to such letting, at least twice in a newspaper designated by the Board of County Commissioners.

The published notice shall specify with reasonable minuteness the character of the improvement contemplated, where it is located, the kind of material to be used, the hour, date, and place at which the contract will be awarded, when the work is to be completed, and invite sealed proposals for the same. Plans and specifications of the proposed work which have been approved by the Board of County Commissioners shall be displayed for the inspection of bidders at a County office for at least twenty (20) days prior to the time of letting the contract. The notice should also provide proposal blanks on which all bids shall be made. Each bid shall be submitted with bid security in the amount of not less than 5% of the bid proposal. No contract shall be let for an amount exceeding the 110% of the County Engineer's estimated cost of the work.

The contractor awarded the contract shall give the County a good and sufficient performance bond by a surety company authorized to do business in the State of Kansas, to be approved by the County Counselor, in the amount of the contract and conditioned upon the faithful performance of the contract. The County Counselor shall approve the form of the bond.

### **D. Construction of Roads in Benefit Districts**

All contracts for improvement of roads in benefit districts shall be awarded in accordance with K.S.A. 68-704, which requires a public letting and award to the lowest responsible bidder. Procedures to follow are similar as those set forth in above with respect to County roads generally, except publication of the notice of the request for bids need only be published one time and there is no requirement that the contract price be less than the County Engineer's estimate

## **2.6 REQUEST FOR QUALIFICATIONS (RFQ)**

A Request for Qualifications (RFQ) may be used to establish a list of qualified consultants or vendors that can be accessed as needed, rather than processing multiple requests for bids/proposals. The process is identical as that for Request for Proposals up to, but excluding, the award of a single contract. Additionally, when the purchase of a commodity and/or service warrants the formal bidding process, the Department Head may elect to issue a Request for Qualifications which will require

vendors to be pre-qualified based on the criteria set forth in the RFQ. This process must be pre-approved by the County Administrator.

## **2.7 INFORMAL BIDS/PROPOSALS**

In situations where informal bids/proposals are required, at least three (3) bids/proposals must be solicited from qualified vendors. The bids/proposals must be written, but may be in the form of letter, fax, or e-mail. The bids/proposals must be submitted to the County Clerk's Office along with a copy of the invoice and, if applicable, contract. Written justification, approved by the County Administrator, must be provided if the low bid is not accepted.

## **2.8 REQUEST FOR INFORMATION (RFI)**

In situations where purchases in excess of \$10,001 will be made using cooperative contracts established by a competitive bidding process, a written request will be submitted to the Board of County Commissioners to issue an RFI for the purchase to those vendors awarded the contracts. The RFI will contain general specifications (which may be narrowed based upon available products and/or services offered in response to the RFI) and a specific deadline for response. An evaluation of responses to the RFI, along with a recommendation, will be presented to the commissioners for approval.

## **2.9 FORMAL BIDS/PROPOSALS (RFP)**

- A. Notice to Commissioners.** Commissioners will be notified of the intent to issue a formal request for bids or proposals for projects or purchases that are projected to exceed \$25,000.
- B. Publication.** Except as provided in Sections 2.5 and 2.7, all requests for formal bids/proposals shall be published at least one (1) time in the newspaper designated by the Board of County Commissioners and shall be placed on the County web site during the period of solicitation. The publication shall include the specifications (or procedures for obtaining specifications), deadline for submission, the place and manner of submission, and the date, time and place of opening.
- C. Formal Bids/Proposals Submission.** Formal bids/proposals must be submitted in writing, signed by an authorized representative, and submitted prior to the bid deadline in a sealed envelope or package. Unless otherwise noted in the Request, faxed and email bids/proposals will not be accepted. Bids/proposals submitted after the deadline will not be accepted and will be returned unopened. The County Administrator shall have the authority to make exceptions when special circumstances exist; documentation of these circumstances shall be required and presented to the Commission.
- D. Bid/Proposal Opening.** Bids/proposals shall be opened publicly at a Commission meeting or in the manner so described within the proposal publication/announcement on the date indicated on the request for bids. The amount of each bid and any other relevant information, together with the name of each bidder, shall be recorded. The record of bids/proposals shall be open to public inspection.

- E. Changes/Withdrawals to Bids/Proposals.** Bids/proposals may be corrected or withdrawn prior to the stated deadline. Requests for all such transactions must be submitted to the County Clerk's Office, or the office that is accepting the proposals, per the solicitation instructions prior to the deadline. Correction or withdrawal of inadvertently erroneous bids/proposals or proposals after the deadline but before the award, or cancellation of awards or contracts based upon such mistakes, shall be permitted only upon authorization by the County Administrator.
- F. Awards.** The purchase and/or contract shall be awarded or rejected with reasonable promptness. Written justification must be provided if the recommendation for award is not the lowest bid or proposal.

## 2.10 EMERGENCY PURCHASES

- A. Emergency Repairs and/or Purchases.** The County Administrator shall have the authority to authorize emergency repairs and/or purchases in an amount up to \$15,000 without the solicitation of bids/proposals. Prior to the authorization, The County Administrator shall notify the Chairman of the Board of County Commissioners; in the event of the absence of the Chair, the County Administrator shall notify the Vice Chair. The County Administrator shall also be responsible for notifying the Board of County Commissioners at the next regularly scheduled County Commission meeting that such an emergency purchase was made.
- B. Declared Emergency Situations.** The County Administrator may make or authorize others to make emergency purchases without monetary limit when there exists a threat to public health, welfare, or safety under declared emergency conditions. Prior to the authorization, approval must be received from the Chairman of the Board of County Commissioners; in the event of the absence of the Chair, the approval shall be received from the Vice Chair. Where possible, competitive pricing should be sought as is practical under the circumstances shall be attempted.

## 2.11 CONTRACTS

- A. Review.** All contracts shall be reviewed and approved for consideration or signing by the County Counselor before being placed on an agenda for consideration by the Board of County Commissioners.
- B. Authorization.** No Employee, or Elected Official may enter into an agreement or contract that obligates the County, or encumbers future fiscal resources beyond the current fiscal year without the approval of the County Commissioners.
- C. Length.** Contracts for commodities and/or services may be written in such a manner that they are renewable for up to five (5) years.
- D. Repository.** All contracts for commodities and services shall be maintained in the County Clerk's Office for a period of five (5) calendar years after expiration of the contract. Any formal bid documentation must be submitted with the contract.

## **2.12 EXTENSIONS ON CONTRACTS**

Extensions to contracts shall be considered separate purchases, and shall follow the guidelines set forth above. The extension must be an incidental service or commodity not anticipated or necessary to the original purchase.

## **2.13 LEASE AND LEASE/PURCHASE ARRANGEMENTS**

Consistent with K.S.A. 10-1116b and 10-1116c, and any amendments thereto, relating to the Kansas Cash Basis Law, when it is in the best interests of the County to lease or lease/purchase goods rather than acquire them, the policies outlined herein shall be applied in the same manner as an acquisition.

Additionally, all lease and lease purchase arrangements shall follow the guidelines as set forth in 2.11 before signing.

## **SECTION 3: BONDS & CONTRACT CLAUSES**

### **3.1 BID SECURITY**

Bid security shall be required when the Board of County Commissioners or County Administrator deems it appropriate or when required by law. As noted in Section 3.7, K.S.A. 68-521, K.S.A. 68-704, and 68-1114, and amendments thereto, any bidder for the construction of any road, bridge or culvert must provide bid security in an amount of not less than 5% of such bid proposal.

Bid security shall be a bond provided by a surety company authorized to do business in Kansas, or the equivalent in cash, certified check, cashier's check or otherwise provided in a form satisfactory to the Board of County Commissioners, all payable to the Franklin County Treasurer. When bid security is required, noncompliance shall result in rejection of the bid. If a bidder is permitted to withdraw its bid prior to an award (but after opening of bids/proposals), no action shall be held against the bidder or the bid security.

### **3.2 PERFORMANCE BONDS**

A performance bond shall be required when the Board of County Commissioners or County Administrator deem appropriate and when required by law.

Kansas law requires a performance bond for construction of any:

- Public building (K.S.A. 19-214)
- Bridge or culvert (K.S.A. 68-1117)
- Any County road (K.S.A. 68-521 and K.S.A. 68-704)

When a contract is awarded and a performance bond is required, a performance bond or security shall be delivered to the County on the County's designated bond form and shall become binding on the parties upon the execution of the contract. The performance bond shall be conditioned upon the faithful performance of the contract.

A performance bond satisfactory to the County, executed by a surety company authorized to do business in Kansas or otherwise secured in a manner satisfactory to the County, in an amount determined by the Board of County Commissioners or their designee, except as required by law, including but not limited to the following:

- A. Construction of any Public Building.** Pursuant to K.S.A. 19-214, and any amendments thereto, the bidder to whom any contract for the construction of any public building shall be awarded shall give a performance bond to the County in a sum equal to the contract price. The County shall not be bound until the County Counselor approves the form of the bond as legal and binding upon both parties by the County Counselor's signature endorsed thereon.
- B. Construction or Repair of any Bridge or Culvert.** Pursuant to K.S.A. 68-1117, and any amendments thereto, the bidder to whom any contract shall be awarded for the construction or repair of any bridge or culvert shall give a performance bond to the County in a sum equal to the amount of the contract price. The sufficiency of the bond shall be approved by the chairperson of the Board of County Commissioners, but the County shall not be bound until the County Counselor approves the form of bond as legal and binding upon both parties by the County Counselor's signature endorsed thereon.
- C. Construction, Surfacing, Repairing or Maintaining of any County Road.** Pursuant to K.S.A. 68-521 and/or K.S.A. 68-704, any amendment thereto, the bidder to whom any contract shall be awarded for constructing, surfacing, repairing or maintaining any County road shall give a performance bond to the County in a sum equal to the amount of the contract price. The sufficiency of the bond shall be approved by the chairperson of the Board of County Commissioners, but the County shall not be bound until the County Counselor approves the form of the bond as legal and binding upon both parties by the County Counselor's signature endorsed thereon.

### **3.3 AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS**

Nothing in this section shall be construed to limit the authority of the County to require other security in addition to the bonds described above. Unless the bond is required by the Kansas statutes, the Board of County Commissioners may withdraw the requirements for the bond at any time in the purchasing process.

### **3.4 CONTRACT**

- A. Mandatory Clauses.** Pursuant to K.S.A. 44-1030, and any amendments thereto, unless (i) the bidder to whom any contract shall be awarded employees fewer than four employees or (ii) has contracts with the County that cumulatively total less than \$5,000 during the County's fiscal year, any contract for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service shall contain provision by which the contractor agrees that:

The contractor shall observe the provisions of the Kansas Act against discrimination and shall not discriminate against any person in the performance of work under the present contract

because of race, religion, color, sex, disability, national origin or ancestry;

In all solicitations or advertisements for employees, the contractor shall include the phrases "equal opportunity employer," or a similar phrase to be approved by the commission;

If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44 1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the County; If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the County; and

The contractor shall include the provisions of subsection 1 through 3 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

**B. Discretionary Contract Clauses.** The Board of County Commissioners may require the inclusion in County contracts of clauses providing for adjustment in prices, time of performance or other contract provisions, including but not limited to, the following subjects:

1. The unilateral right of the County to issue change orders in the work and changes in the time of performance of the contract.
2. Variations occurring between estimated quantities of work and actual quantities;
3. Suspension of work ordered by the County;
4. Site conditions differing from those indicated in the contract, or ordinarily encountered, except that differing site condition's clauses need not be included in negotiated contracts or when the contractor provides the site or design or when the parties have otherwise agreed with respect to the risk of differing site conditions;
5. Liquidated damages as appropriate;
6. Specified excuses for delay or nonperformance;
7. Termination of the contract for default; and,
8. Termination of the contract in whole or in part for the convenience of the County.

## **SECTION 4: SUSPENSION OR DISBARMENT**

### **4.1 SUSPENSION OR DEBARMENT OF VENDORS**

Franklin County may suspend or debar a vendor or potential vendor from participation in County purchasing opportunities and practices upon a showing of just cause, and during the period of suspension or debarment, the County shall reject any bid, proposal or other offer by the vendor and shall return any submission to the suspended/debarred vendor. This section applies to both contractors and subcontractors.

**A. Just Cause for Suspension.** Just cause for suspension shall include any of the following:

**1. Failure to Comply**

Failure to comply with the conditions, specifications or terms of a bid or proposal or contract with the County including a recent record of unsatisfactory performance in accordance with the terms of one or more contracts.

**2. Misrepresentation**

Commission of any misrepresentation in connection with a bid or proposal.

**3. Criminal Offense**

Charged by a court or competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract. If charges are dropped or the vendor found not guilty, the suspension shall be lifted automatically upon notification and proof of final court disposition provided to the County by the vendor.

**4. Conviction**

**a.** Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or honesty which currently, directly and seriously affects that vendor's responsibility as a County supplier. If charges are dismissed or the vendor found not guilty, the suspension shall be automatically lifted upon written notification and proof of final court disposition provided to the County by the vendor.

**b.** Conviction under state or federal antitrust statutes arriving out of the submission of bids or proposals.

**5. Insolvency**

Vendor becomes insolvent, has proceedings in bankruptcy instituted against it or consolidates its debts or assigns over its estate or affects for payment thereof or has a receiver appointed over its property.

**6. Other**

Any other cause the County Administrator determines to be so serious or compelling as to materially and adversely affect the responsibility of the business as a government contractor, including but not limited to suspension by another government entity for substantial cause.

**B. Just Cause for Debarment.** Just cause for disbarment shall include any of the following:

**1. Failure to Comply**

Failure to comply with conditions, specifications, drawings, schedules or terms of a bid,

proposal or contract with the County.

**2. Conviction**

Conviction by or judgment obtained in a court of competent jurisdiction for commission of offenses in connection with the vendor's commercial enterprise. If the conviction is reversed through the appellate process, the debarment shall be immediately lifted upon written notification and proof of final court disposition to the County from the vendor.

Conviction for the commission of any fraud or act of collusion in connection with a bid, quotation, proposal or other act incident to doing business with the County.

**3. Federal Debarment List**

Inclusion on any Federal debarred vendor list.

**C. Procedures.**

**1. Investigation**

The County Administrator shall promptly investigate and prepare a written report concerning a proposed suspension or debarment.

**2. Decision**

Within 5 work days of completing the report, the County Administrator may issue a notice of suspension or debarment. The vendor shall be immediately advised by certified mail with return receipt requested. The letter will contain the following specific information:

- a. Statement that suspension or debarment has been imposed by the County effective upon receipt.
- b. Detailed information as to the reason and causes for the suspension or debarment in terms sufficient that the vendor will understand the conduct or transactions upon which the action is based.

**3. Appeal**

The vendor may within 5 work days of receipt of notice, present a written request for reconsideration including additional information relating to the reason given for suspension or debarment. The County Administrator shall consider such additional information in deciding whether the decision to suspend or debar should be delayed or revised and present a finding to the Chairman of the County Commission who shall determine if the original decision should stand. If the original decision to suspend or debar is determined to be proper and justified, the vendor shall be suspended or debarred as planned.

## **D. Duration of Suspension/Debarment**

### **1. Suspension**

A vendor may be suspended for a maximum period of 6 months if it is believed to be involved in any of the activities listed in Section 4.1A.

### **2. Debarment**

A vendor may be debarred for a period not to exceed 5 years if after investigation it is found to be engaged in any of the activities listed in Section 4.1B.

## **SECTION 5: INVENTORY OF COUNTY PROPERTY AND DISPOSAL OF SURPLUS PROPERTY POLICY**

### **5.1 INVENTORY OF COUNTY PROPERTY**

Pursuant to K.S.A. 19-2687, for the purpose of preserving records of the amount and kind of personal property owned by the County, each department head or elected official is responsible for performing a personal inventory and inspection of the kind, amount, and location of all personal property owned by the County and under the control of that department. The inventory shall contain identifying descriptions of the item of personal property, the location of the property and the value of the property and the inventory shall be done during the month of December each year and filed with the County Clerk's Office by December 30th of each year.

### **5.2 DISPOSAL OF SURPLUS, OBSOLETE OR NON-FUNCTIONAL PROPERTY**

Surplus, obsolete, and/or non-functional property may be transferred, sold, offered as a trade-in, abandoned or destroyed. Any property disposed of will be stripped of all identification as County property. This policy, adopted by resolution, pursuant to K.S.A. 19-211(b), as part of the Franklin County Purchasing Policy, is intended to replace the disposal provisions otherwise provided for in K.S.A. 19-211. Unless otherwise specified, the following policies apply to surplus or personal property.

### **5.3 PROPERTY WITH A VALUE BETWEEN \$10,001 AND \$50,000**

A majority vote of the Board of County Commissioners is required to dispose of County personal property with a value greater than \$10,001.00.

#### **A. Donations**

Such property may be donated to other governmental agencies, not-for profit organizations, or other entities if a majority of the Board of County Commissioners determines that such donation will reduce the donee's reliance on funding from governmental agencies or taxpayers of Franklin County or otherwise provide a benefit to residents of Franklin County. Publication is not required for notice of donations.

#### **5.4 PROPERTY WITH A VALUE LESS THAN OR EQUAL TO \$10,000**

The County Administrator may authorize the disposition of County personal property having a value of less than or equal to \$10,000.

##### **A. Donation**

Such property may be donated to other governmental agencies, not-for profit organizations or other entities if the County Administrator determines that such donation will reduce the donee's reliance on funding from governmental agencies or taxpayers of Franklin County or otherwise provide a benefit to residents of Franklin County. Publication is not required for notice of donations.

##### **B. Destruction**

Authorization for destruction of item(s) no longer required or no longer functional and having little value must be made by the County Administrator. The County Administrator is responsible for choosing the most appropriate destruction process for the items.

##### **C. Sale**

The County Administrator may approve the sale or trade-in of item(s) no longer required by the County. See Section 5.7 for Terms and Conditions of Sale. Proceeds resulting from the sale of surplus or obsolete property shall be deposited to the appropriate fund.

#### **5.5 REAL PROPERTY**

The Board of County Commissioners must vote unanimously to dispose of any County real property of any value. See Section 6.7 for Terms and Conditions of Sale. The provisions of K.S.A. 19-211(a)(5) shall apply to vacation or abandonment of any right-of-way and the resolution vacating or abandoning any such right-of-way shall provide for a reservation to the County and the owner of any lesser property rights for public utilities, the rights-of-way and easements for public service facilities which are then in existence and in use across the property.

#### **5.6 PUBLIC NOTICE REQUIREMENTS**

Public notice of the sale of real and personal property shall be made in a manner dependent upon the method of sale, including but not limited to, posting on the County's website, publication in the official newspaper of the County, or any other mechanism deemed appropriate to allow public participation or notification. Such notice shall include the method of sale, date, time, description of property, and any other terms and conditions relevant to the sale.

#### **5.7 TERMS AND CONDITIONS OF SALE**

**A.** Sales or trade-ins may be made through the most efficient and economical method to maximize returns, and may include, but not be limited to, on-line offerings, fixed price sales, negotiated bids, sealed bids, silent auctions, regular auctions, or any other method of sale allowing public

participation. The method of sale of real estate of any value and personal property having a value in excess of \$10,001 shall be determined by the Board of County Commissioners. The method of sale of any personal property having a value of \$10,000 or less shall be determined by the County Administrator.

- B.** County employees shall be permitted to participate as buyers in competitive sales as any other member of the public and on such other conditions as approved at the discretion of the County. Consistent with ethical conduct, County employees shall not take advantage to gain personal benefit from such transactions.
- C.** Prospective buyers will be allowed time prior to the sale to inspect items, including by digital image where appropriate.
- D.** No warranty or guarantee of any kind is given by the County. All items are offered for sale or gift "as is," "where at," and "without recourse."
- E.** The successful bidder or purchaser shall be required at their own risk and expense to remove any items awarded after notification of acceptance of bid or purchase offer by the County, but not before payment of the purchase price. Receipt of each unit must be signed by the purchaser or its duly authorized agent at the time the item is removed. Any item not called for or left behind for a period of more than 5 days after the date of bid acceptance shall be considered as abandoned and the County has the right to dispose of same in any manner whatsoever. Exceptions may be approved by the County Administrator.
- F.** In some instances, minimum prices will be established. In such cases, items may not be sold below that minimum price. Exceptions may be approved by the County Administrator.
- G.** The County reserves the right to accept or reject any or all bids/proposals.

## **5.8 EXCEPTIONS TO POLICY**

The provisions of this Section 6 requiring public participation and public notice do not apply to the conveyance of property for the following purposes: (i) certain conveyances of real property to the State of Kansas, as set forth in K.S.A. 19-211(c), (ii) certain conveyances of real property to certain nonprofit corporations for development of industrial or business parks, as set forth in K.S.A. 19-211(d), (iii) certain conveyances of real property to a port authority for development of an industrial, commercial, or business park, as set forth in K.S.A. 19-211(e), or (iv) any other conveyance of property exempt from the provisions of K.S.A. 19-211 pursuant to Section 5.4 shall be done according to such terms and conditions and in such manner as a majority vote of the Board of County Commissioners.

## **SECTION 6: ETHICS IN COUNTY CONTRACTING**

### **6.1 GENERAL STANDARDS OF ETHICAL CONDUCT**

#### **A. General Statement.**

Any attempt to realize personal gain through County employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of public trust. County employment includes any person who receives a County paycheck, such paycheck being a result of either appointment or election to a County position. In order to fulfill this generally prescribed standard, employees must also meet the specific standards set forth in this section.

#### **B. Employee's Responsibilities.**

It shall be the responsibility of County employees involved in any decision to purchase goods and/or services on behalf of the County to avoid the appearance of impropriety in such decision making.

### **6.2 EMPLOYEE CONFLICT OF INTEREST**

#### **A. Definitions**

##### **1. Contract**

The term "contract" as used herein shall mean any agreement between County and one or more other persons or businesses by which the other persons or businesses agree to provide, in exchange for consideration, any type of property, whether tangible or intangible, services, or any other benefit to or for County.

##### **2. Employee**

The term "employee" as used in this section shall apply to any person, whether appointed or elected, who receives a paycheck from the County.

##### **3. Substantial Interest**

The term "substantial interest" is defined at K.S.A. 75- 4301a(a). A substantial interest includes any legal or equitable interest of an employee or employee's spouse in a business exceeding \$5,000 or 5% of any business of an employee or the employee's spouse.

#### **B. Kansas Statutes**

Pursuant to K.S.A. 75-4304, it shall be a breach of ethical standards for any County employee, in his/her capacity as such employee, to make or participate in the making of a contract with any person or business by which he/she (or his/her spouse) is employed or in whose business he/she has a substantial interest. A County employee shall not make or participate in the

making of a contract if he/she has abstained from any action with regard to the contract.

### **C. Exceptions**

Section 6.2B does not apply when either of the following circumstances are in place:

1. Contracts let after competitive purchasing practices have been followed using the procedures outlined in previous sections of this policy.
2. Contracts for property or services for which the price or rate is fixed by law.

## **6.3 EMPLOYEE DISCLOSURE REQUIREMENTS**

Except in cases of de minimus purchases, an employee who has, or obtains, any benefit from any County contract with a business or person in which the employee (or the employee's spouse) has a financial interest shall report such benefit to the Board of County Commissioners; provided, however, this Section shall not apply to a contract with a business where the employee's interest in the business has been placed in an independent trust. Any employee who knows or should have known of such benefit and fails to report such benefit to the Board of County Commissioners is in breach of ethical standards.

## **6.4 GRATUITIES, KICKBACKS, AND CONTINGENT FEES**

### **A. Gratuities**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase requisition; influencing the content of any specification or purchasing standard; or rendering of advice, investigation, auditing or in any other advisory capacity, in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter; pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Except as provided in below, gratuities shall not mean pens, calendars or other novelty items used for advertising purposes, meals or other meeting circumstances for the purpose of conducting or discussing official business.

### **B. Kickbacks**

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract or order to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

### **C. Contingent Fees**

It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

#### **6.5 RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES**

Except as may be expressly permitted by the Board of County Commissioners or their designee, it shall be a breach of ethical standards for any County employee who is participating directly or indirectly in the purchasing process to become or be, while being a County employee, the employee of any person contracting with the County.

#### **6.6 USE OF CONFIDENTIAL INFORMATION**

It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

#### **6.7 CIVIL AND ADMINISTRATIVE REMEDIES AGAINST EMPLOYEE AND NON-EMPLOYEES WHO BREACH ETHICAL STANDARDS**

The County Administrator, in accordance with the Personnel Manual, may impose any one or more of the following on employees:

- Oral or written warnings or reprimands.
- Suspension with or without pay for specified periods of time; and
- Termination of employment.

In addition to existing remedies for breach of ethical standards of this section or regulations promulgated hereunder, the County Administrator may impose any one or more of the following on non-employees:

Written warnings; Termination of transactions; and, Disbarment or suspension from being a contractor or subcontractor under County contracts.

The value of anything transferred or received in breach of the ethical standards of this section, or regulations promulgated hereunder, by an employee or a non-employee may be recovered from both the employee and non-employee.

All procedures under this Section shall be in accordance with due process requirements. To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of federal or state law, they shall also be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth in this manual.

## **SECTION 7: PURCHASING CARD POLICY AND PROCEDURES**

### **7.1 INTRODUCTION AND GENERAL INFORMATION**

Franklin County has entered into an agreement with Security BankCard Center to provide qualified employees with a Visa Purchasing Card.

#### **A. General Information**

1. A Purchasing Card is a credit card that enables employees to purchase authorized goods and services on behalf of the County. The Purchasing Card works like any other credit card. However, the differences are as follows:
  - a. Cardholders may have online access to real-time transaction information.
  - b. The **County Administrator or Designee** can make real-time changes such as, increase limits, close cards, as well as, review authorizations and declines.
  - c. Additional information about the transaction may be available.
2. Purchasing cards can be used anywhere VISA is accepted.
3. Department Heads with the appropriate approving authority may request cards for their department and/or specific employees within their department that are responsible for providing goods and services by completing a Purchasing Card Request Form (Appendix A) to be approved by the **County Administrator or Designee**. Dollar limits for purchases will be set on this form. All employees that will be authorized to use the purchasing card will be required to sign the Cardholder Agreement (Appendix B)
4. Automatic restrictions may be setup on cards.
5. The purchasing cards are NOT for personal use or unauthorized purchases.
6. All purchasing cards are issued through the Administration Office.
7. Card usage will be audited and may be rescinded at any time. The authorized cardholder is the only person who may use the Purchasing Card. After completion of a training session the department/user will receive the card.
8. Recordkeeping is essential to ensure success of this program. Standard payment policies require retention of receipts, and other documentation. As with any credit card, the user must retain original, itemized sales slips, cash register receipts, invoices or any other pertinent documentation.
9. The Purchasing Card is to be used in accordance with the guidelines established within this Handbook.

## 7.2 CARD PROCEDURES

### A. How to Obtain a Card

1. The Department Head/Supervisor must indicate approval by completing and signing the Purchasing Card Request Form (Appendix A) and submitting the form to the County Administrator or Designee.
2. The card is the property of Franklin County and is only to be used for County purchases as defined in this Handbook.

### B. How to Cancel a Card

1. Contact the Supervisor or the County Administrator or Designee for instructions.

### C. Card Renewal

1. A renewal card will automatically be mailed to the County Administrator or Designee. The user will be notified when the card is available.

### D. Reporting a Lost or Stolen Card

1. The cardholder must notify his or her immediate supervisor of the lost or stolen card within one (1) business day after discovering the card missing.
2. Should a lost or stolen card be subsequently discovered by the cardholder, the card shall be cut in half and sent to the County Administrator or Designee.

### E. Cardholder Separation from Service

1. Prior to separation from the County, the cardholder shall surrender the purchasing card with the proper receipts and expense report documenting each transaction.
2. The supervisor shall cut the card in half, and notify the County Administrator or Designee.

### F. Purchasing Card Security

1. Always keep the card in a safe place. **NO OTHER PERSON IS AUTHORIZED TO USE THE CARD other than the authorized County employee.**
2. The cardholder is responsible for all transactions procured with their card. Cards and card numbers must be safeguarded against use by unauthorized individuals in the same manner that a cardholder safeguards his or her personal banking information.

### G. Card Cancellation

1. The County reserves the right to cancel any card at any time. Cardholders who misuse the Purchasing Card may be subject to disciplinary action, legal action, and/or termination.
2. Misuse of the purchasing card includes:
  - a. Purchase of unauthorized item(s).
  - b. Use of the purchasing card by someone other than the cardholder.
  - c. Fraudulent or inaccurate recordkeeping.
  - d. Failure to obtain original, itemized receipts.
  - e. Failure to maintain the Purchasing Transaction Log.
  - f. Failure to reconcile the monthly statement by the end of each pay period.
  - g. Purchasing items for personal use.

### **7.3 ACCEPTABLE VISA CARD PURCHASES**

- A. The following information provides examples of purchases that are appropriate for the purchasing card:
  1. Travel, conference expenses
  2. Approved supplies for your building, department or program
  3. Conference and seminar registrations
  4. Book stores
  5. Instructional games and toys
  6. Federal Express, United Parcel Service, United States Postal Services expenses
  7. Other miscellaneous items that apply to your budget
  8. Hardware stores and Discount stores

This list is not intended to be all inclusive. If you have specific questions, please call the **County Administrator or Designee** for assistance.

### **7.4 UNACCEPTABLE VISA CARD PURCHASES**

- A. The following items define where the purchasing card is NOT appropriately used:
  1. Alcoholic beverages
  2. Tobacco
  3. Lottery Tickets

4. Cash Advances
5. ATM withdrawals
6. Any personal purpose

This list is not intended to be all inclusive. If you have specific questions, please call the **County Administrator or Designee**.

#### **7.5 PROGRAM RESTRICTIONS**

- A. Each VISA Purchasing Card has been assigned a transaction and/or monthly credit limit. All requests for limit changes must be submitted to the **County Administrator or Designee** using the form Appendix A
- B. The Purchasing Card will be accepted for purchases of generally approved goods and services.
- C. Levels of credit authorization are in place to clearly define the individual purchasing limit controls. Each cardholder will have a transaction limit and/or monthly limit. Transaction limit options are listed on the Request for a Visa Purchasing Card form.
- D. If your card is declined by a merchant and you feel the decline should not have occurred, contact the **County Administrator or Designee**. Do NOT ask the cashier to “try it again”. This is a fraud red-flag and could (after 3 times) lock your account from any other charges. If this occurs Security BankCard Center must unlock the account.

#### **7.6 RECOURSE FOR IMPROPER USE**

- A. In the event that improper usage of the Purchasing Card is discovered, written notification will be sent from the **County Administrator or Designee** with a copy given to the supervisor of the cardholder.
- B. Corrective action may occur up to and including termination following the policies **as set forth in the Franklin County Personnel Rules, Section 8.**

#### **7.7 CARDHOLDER RESPONSIBILITIES**

- A. As the authorized user of the card, you are responsible for keeping track of how the card is used, and for keeping it safe.
- B. The user must keep the original receipts for ALL purchases made with the Purchasing Card. Specifically, be sure to keep original, itemized cash register tapes, invoices showing detail of items purchased, or other relevant documentation.
- C. Training will be provided prior to a Purchasing Card being issued to the cardholder. During

the training session, cardholders must read and sign the Acknowledgement of Receipt of the VISA Purchasing Card and Terms of Revocation Form prior to cards being issued.

- D. When utilizing the card to purchase supplies and materials, the cardholder will check as many sources of supply as reasonable to assure best price and delivery consistent with the county purchasing policy.
- E. If an item is not satisfactory, received in error, damaged, defective, duplicate order, etc., the following steps should be followed:
  1. The cardholder contacts the vendor to obtain authorization to return the item(s). Every vendor is different for return policies; make sure the return meets the vendor's criteria without incurring a restocking fee or shipping and handling fees. If available, the item(s) to be returned should be re-packed in original manufacturer's packaging.
  2. If a vendor has not replaced or corrected the item by the statement cutoff date, then the purchase of that item will be considered in dispute. Attach the completed Dispute form and send as instructed or go to [www.securitybankcard.com](http://www.securitybankcard.com). Click on COMMERCIAL CARDS and select the Disputes link. Complete the form and submit as requested. A copy of the dispute form should be sent to the **County Administrator or Designee**.
  3. Standard auditing procedures require retention of receipts and other documentation. As with any transaction the user must retain the original itemized sales slips, cash register receipts, invoices, order forms and receiving documents.
  4. Statement cut-off is the 20th of each month. Every cardholder must review their statement for all transactions made on the VISA Purchasing Card.
  5. Reconciled, approved statements and appropriate documentation are due to the County Clerk's Office by the 20th of each month.
  6. If a transaction receipt is misplaced or not received, the cardholder shall be responsible for contacting the vendor and obtaining a duplicate copy of the receipt.
  7. Disputed billing can result from failure to receive goods or services, fraud or misuse, altered charges, defective merchandise, incorrect amounts, duplicated charges, credits not processed, etc.
  8. The cardholder is responsible for contacting and following up with the vendor on any erroneous charges or disputed charges as soon as possible. Most issues can be resolved this way. Attach the completed Dispute form and send as instructed or go to [www.securitybankcard.com](http://www.securitybankcard.com). Click on COMMERCIAL CARDS and select the Disputes link. Complete the form and submit as requested. A copy of the dispute form should be sent to the **County Administrator or Designee**.

## 7.8 PURCHASING CARD CONTACT INFORMATION

Contact	Name	Email Address	Phone Number
County Administrator	Jon Holmes	<a href="mailto:jholmes@franklincoks.org">jholmes@franklincoks.org</a>	785-229-3485
County Clerk	Janet Paddock	<a href="mailto:jpaddock@franklincoks.org">jpaddock@franklincoks.org</a>	800-356-8085
Security Bankcard Center	Customer Service	<a href="mailto:companycards@securitybankcard.com">companycards@securitybankcard.com</a>	800-356-8085

**APPENDIX A**

**Franklin County**

**REQUEST FOR A VISA PURCHASING CARD (or) REQUEST CHANGES MADE TO AN EXISTING CARD.**

Use this form to request a VISA Purchasing Card or to make changes to an existing card. The form should be completed by the supervisor and sent to the County Administrator.

**Check one:**

\_\_\_\_ New card request

\_\_\_\_ Changes to an existing card. If so, indicate below what changes you are requesting:

---

Employee Name:

---

(Please Print)

Address: \_\_\_\_\_

Email Address:

---

Office phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Building or Work Location:

---

Department:

---

Expense Report Interim Approver(s)

---

Expense Report Final Approver(s)

---

**OPTIONAL - INCLUDE ANY ACCOUNTING CODES, ETC... BELOW**


Limits for the purchasing card are established by the cardholder's supervisor and should be based upon the business needs of that individual. I acknowledge and approve the Visa Purchasing Card request for the employee named above. I would like to request limits for this card as follows:

Monthly Credit Limit Required	Single Purchase Limit (Optional)	Daily Purchase Limit (Optional)	Transaction Purchase Limit – (Optional)

Administrator/Supervisor signature:

\_\_\_\_\_ Date \_\_\_\_\_

County Administrator signature:

\_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX B**

### **ACKNOWLEDGEMENT OF RECEIPT OF THE VISA PURCHASING CARD**

#### **AND TERMS OF REVOCATION FORM**

I agree to accept responsibility for the protection and proper use of the Purchasing Card in accordance with the terms and conditions below and in accordance with the Purchasing Card Procedures Policy.

1. I understand that I will be making financial commitments on behalf of the County and will seek to maximize the purchasing value.
2. I understand that personal purchases are not allowed on the Purchasing Card, and I agree to use the Purchasing Card for the purchase of items for use in official business only. All purchases must comply with the purchasing policies. I understand that examples of items not to be purchased with the Purchasing Card are included in the Purchasing Card Handbook; however, I also understand this list is not all inclusive and that if I have a question about a purchase I will go to my supervisor for approval.
3. I understand that I shall be personally liable for the inadvertent/improper use of the Purchasing Card, and I agree to pay the cost of such use, (other than improper use as the result of a lost or stolen card which was immediately reported as required in the Purchasing Card Procedures Policy, including fees and interest assessed against the improper purchase.
4. I understand that improper use of the Purchasing Card may be cause for disciplinary action, including termination, and that improper use of the Purchasing Card may subject me to criminal prosecution.
5. I also understand that if there are amounts, which are attributable to my improper use of the Purchasing Card, I agree to reimburse the County.
6. I agree to abide by the guidelines contained in the Company Purchasing Card Procedures Policy.
7. I understand that failing to follow the Purchasing Card program guidelines may be deemed an improper use of the card and could result in revocation of the Purchasing Card and appropriate disciplinary action, which may include termination.
8. I agree to provide original, itemized receipts from the supplier for each transaction made on the Purchasing Card as required in the County Purchasing Card Procedures Policy. Failure to report or document any purchase may be deemed an improper use of the Purchasing Card.
9. I understand that should my employment with County terminate for any reason, the Purchasing Card must be returned to the County Administrator.
10. I also understand that the County may withdraw authorization to use the Purchasing Card and require the return of the Purchasing Card at any time for any reason. If the Purchasing Card is lost or stolen, I agree to notify my immediate supervisor and the County Administrator immediately.
11. I have been given a copy of the Company Purchasing Card Procedures Policy, have read the handbook, have received training on the Purchasing Card Program and understand the requirements for Purchasing Card use.

By signing below, you are acknowledging you have read the Manual and will abide by the Policies and Procedures discussed herein.

Cardholder Signature \_\_\_\_\_

Date \_\_\_\_\_

County Administrator Signature \_\_\_\_\_

Date \_\_\_\_\_

SECURITY BANKCARD CENTER INC.

Account Number: \_\_\_\_\_

Attn: Janice P.O. Box 6139 Norman, OK. 73070

Fax # (405) 217-7546 Attn: Janice

All disputes must be received **in writing**, within **60 days** of the error posting to your account. **Your signature is required.** Return this form along with all documentation required. **Only check one reason for the dispute.** Only one disputed transaction per page. If more space is needed for explanation, please attach a second sheet.

Transaction Date of Charge: \_\_\_\_\_ Amount of Charge: \_\_\_\_\_

Merchant Name: \_\_\_\_\_ Merchant Location: \_\_\_\_\_

**\_\_\_ UNKNOWN CHARGE:**

Do not recognize this charge. More information is required to verify charge is valid. Merchant has 30 days to supply a copy of the transaction.

Date you contacted the merchant:

\_\_\_\_\_

**\_\_\_ RECURRING CHARGE:**

Membership Cancelled. If the charge is a recurring charge, i.e. Internet service accounts, monthly insurance, **you must cancel with the merchant prior to disputing charges. You must first attempt to resolve the dispute with the merchant.**

Date you contacted the merchant \_\_\_\_\_

Charge cancellation date: \_\_\_\_\_

Cancellation confirmation number: \_\_\_\_\_

You may send us a copy of the merchant's cancellation confirmation letter. **Only charges that post after your cancellation date may be disputed. Without proof of cancellation we are unable to remove this charge.**

**\_\_\_HOTEL/MOTEL CHARGE:**

Hotel/Motel NO SHOW charges may be disputed only if you have the cancellation number that the merchant provided at the time you cancelled your reservation.

Cancellation Number & Date:

\_\_\_\_\_.

**Without the cancellation numbers we are unable to remove this charge.**

**\_\_\_MERCHANDISE NOT RECEIVED:**

**You must first attempt to resolve the dispute with the merchant.** Please describe what was ordered.

\_\_\_\_\_

State the date you contacted the merchant \_\_\_\_\_

Please list the date the merchandise was scheduled for delivery:

\_\_\_\_\_

Please state the Merchants response:

\_\_\_\_\_

\_\_\_\_\_

**\_\_\_CREDIT NOT POSTED FOR CANCELLED ORDER:**

**You must first attempt to resolve the dispute with the merchant. Merchants have 30 days to post a credit to your account.** Credit will not post to your account if the merchandise is in your possession.

Please state what was ordered:

\_\_\_\_\_

Was the order canceled?

---

Please supply a copy of the credit receipt, or list the date the merchant stated the credit would be processed.

---

**\_\_\_ CREDIT NOT POSTED FOR RETURNED MERCHANDISE:**

**You must first attempt to resolve the dispute with the merchant. Merchants have 30 days from the day they receive the merchandise back to post a credit to your account.**

Return date:

---

Credit will not include shipping and handling cost. We must have proof of return, **without proof of return we are unable to remove this charge.** What address was the merchandise returned to:

---

---

Who signed for the return:

---

Describe what was expected, what was received and reason for the return.

---

---

---

**\_\_\_ PAID FOR BY OTHER MEANS:**

**You must first attempt to resolve the dispute with the merchant.** To dispute a charge on your credit card that you paid for by other means you must supply us with a copy of your receipt, if you paid cash; or copy of front & back cancelled check, if paid by check; or copy of credit card statement, if paid by different card. **Without proof of other means of payment, we are unable to remove this charge.**

**\_\_\_AMOUNT DIFFERENT:**

To dispute a charge for amount different, **you must supply a copy of your receipt with the correct amount of the charge.** Without your copy of the receipt, we are unable to remove this charge.

The correct amount of charge is \_\_\_\_\_

The amount charged to your account is \_\_\_\_\_

**NOT AS DESCRIBED OR DEFECTIVE MERCHANDISE:**

What was purchased:

\_\_\_\_\_

How is it not as described:

\_\_\_\_\_

\_\_\_\_\_

How is it defective:

\_\_\_\_\_

\_\_\_\_\_

Please state how you have attempted to resolve the dispute with the merchant:

\_\_\_\_\_

\_\_\_\_\_

**FRAUDULENT CHARGE: Please contact our fraud department at 1-800-356-8085.**

\_\_\_\_\_

**Cardholder's Signature**

**Date**

**Home Telephone #** \_\_\_\_\_ **Work Telephone #** \_\_\_\_\_

**FRANKLIN COUNTY PURCHASING POLICY AND PROPERTY  
MANAGEMENT POLICY**

**SECTION 1: DEFINITIONS**

The words defined in this Section shall have the meanings set forth below whenever they appear in this manual:

**Bid:** an offer, as a price, for payment or acceptance. A bid can either be an offer to the County by a vendor or a buyer.

**Bid Security:** a guarantee, in the form of a bond or deposit, that the bidder, if selected, will sign the contract as bid; otherwise the bidder (in the case of a deposit) or the bidder or their guarantor (in the case of a bond) will be liable for the amount of the bond or deposit.

**Change Order:** a written order directing the contractor to make changes in the contract.

**Commodity:** a tangible good.

**Cooperative or State Contract:** a contract established through a bidding process that allows multiple governmental agencies to utilize the pricing.

**Construction:** the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings or real property.

**Contract:** an agreement between the County and one or more persons/businesses by which the other persons/businesses agree to provide, in exchange for consideration, any type of property, whether tangible or intangible, services or any other benefit to or for the County.

**Contract Modification:** any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the original contract.

**Contractor:** any person/business having a contract with the County.

**Department:** any office or department having a County budget and that utilizes any supplies, services or construction purchased under this manual.

**Department Head:** the manager, whether by election or appointment, in charge of a department.

**Emergency Purchase:** the purchase of supplies, services, and/or construction where the urgency of need does not permit the delay in utilizing formal competitive selection methods.

**Employee:** any individual receiving a County paycheck, such paycheck being a result of either appointment or election to a County position.

**Extensions to Contracts:** An addendum to a contract for an incidental service or commodity not anticipated or necessary to the original purchase.

**May:** denotes the permissive.

**On-line Service:** an internet service designed to provide notification to qualified vendors of appropriate formal bids/proposals requests.

**Purchasing:** buying, renting, leasing, or otherwise acquiring any supplies, services, and/or construction. It also includes all functions that pertain to the obtaining of any supply, service, and/or construction, including description of requirements, selection and solicitation of vendors, preparation and award of contract, and all phases of contract administration.

**Purchase Description:** the words used in a solicitation to describe the supplies, services, and/or construction to be purchased, and include specifications attached to, or made a part of, the solicitation.

**Purchasing Card:** a method of payment with limits determined by the County Administrator and Department Head. Such payments must be compliant with the Franklin County Procurement Card Employee Manual.

**Qualified Vendor:** any vendor who has not been debarred or suspended from County consideration by the Board of County Commissioners within the past three (3) years.

**Request for Information:** a request (including general specifications) for pricing and for other related information that is provided to vendors holding cooperative contracts established by a competitive bidding process.

**Request for Sealed Proposals:** all documents, whether attached or incorporated by reference, utilized for soliciting proposals.

**Informal Bids/Proposals:** an informal offer or bid containing price and other terms made by a vendor in writing, telephone, or verbally.

**Request for Qualifications:** a documented process to narrow the selection of qualified vendors to respond to a solicitation of a bid/proposal, or to determine a list of qualified consultants that can be accessed as needed.

**Request for Sealed Bids:** all documents, whether attached or incorporated by reference, utilized for soliciting bids.

**Responsible Bidder:** a person/business who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

**Responsive Bidder:** a person/business who has submitted a bid which conforms in all material respects to the Request for Bids/Proposals.

**Services:** the furnishing of labor, time, and/or effort by a vendor.

**Shall:** denotes the imperative.

**Sole Source of Supply:** there is only one source for the required supply, service, or construction item due to uniqueness of the product, quality or performance of the item, or need to maintain uniformity with past purchases.

**Specification:** any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspection, testing, or preparing a supply, service, or construction item for delivery.

**Supplies:** all property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.

**Surplus:** any supplies no longer having any use to the County. This includes obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle.

**Vendor:** a seller of commodities and/or services.

**Vendor List:** a list of qualified vendors established and maintained for any party interested in doing business with the County.

## **SECTION 2: PURCHASING PROCEDURES**

### **2.1 PETTY CASH FUNDS**

Petty cash funds of \$100.00 or less may be established by the Department Head for the purchase of miscellaneous small items. Petty cash funds greater than \$100.00 must be established by Resolution of the Board of County Commissioners. Receipts of expenditures must be submitted to the Treasurer's Office when requesting replenishment of petty cash funds.

### **2.2 CHANGE FUNDS**

Departments may keep cash on hand for the sole purpose of making change for cash transactions. Such funds must be identified and kept separate from other cash, and may not be in an amount in excess of \$500.00, except for the Treasurer's Office, which may not be in an amount in excess of \$2,500.00.

### **2.3 PURCHASING CARDS**

The use of purchasing cards for purchases is encouraged wherever possible. Employees to whom purchasing cards are assigned must sign the Purchasing Card Cardholder Agreement (see Appendix A) The County Administrator is responsible for the oversight of Purchasing Cards, including establishment of limits and types of purchases authorized.

## 2.4 PURCHASES OF COMMODITIES AND/OR SERVICES

**A. Department Head Approval Levels:** When the purchase price of the commodity acquisition or for service is less than or equal to \$1,500, the Department Head shall have the authority to make the acquisition without prior approval or the solicitation of quotes.

**B. Administration Approval Levels:** Approval for purchases of commodities or services or combined purchases of commodities/services may be made by the County Administrator at the following levels:

1. Cooperative or State Contracts: When the purchase price of the commodity acquisition or service is between \$1,501 and \$7,500, and the commodity or service may be purchased/retained through a cooperative or state contract for which bids were originally issued.
2. Sole Source: When the purchase price of the commodity acquisition or service is between \$1,501 and \$7,500, and the commodity or service may only be purchased through one vendor due to uniqueness of the product, quality or performance of the item, or need to maintain uniformity with past purchases.
3. Informal Bids: When the purchase price of the commodity acquisition or service is between \$1,501 and \$7,500, and a cooperative or state contract is not available or is not being utilized, and informal bids/proposals have been solicited.
4. Auctions: When an item with a value between \$1,501 and \$7,500 is available through an auction (with time constraints), the County Administrator may authorize participation in the auction after analyzing the following requirements.
  - a. The item was a planned equipment purchase approved through the budgetary process.
  - b. Staff has observed the item and evaluated its condition.
  - c. Staff has established a value for the item being auctioned.
  - d. Staff has determined the price of an identical new piece of equipment (excluding trade-in).
  - e. Staff provides a value of existing equipment being replaced (if applicable, for disposable purposes).

If approval is provided for an amount less than \$7,500, the County Administrator will establish a maximum amount authorized for the purchase. If the amount of the purchase is expected to exceed \$7,500, the County Administrator will make every attempt to seek approval from the Board of County Commissioners within the time constraints; if that is not possible, the County Administrator will notify the Board of County Commissioners of the intent to participate in the auction, identifying the piece of equipment, the maximum amount authorized, and the deadline.

**C. Board of County Commissioners Approval:** Approval from the Board of County Commissioners is required when the purchase price of a commodity or service or the purchase price of a combined commodity/service is greater than \$7,501. Cooperative or State Contracts, Sole Source, or Formal Bids may be utilized for such purchase.

## **2.5 PURCHASES SUBJECT TO STATUTORY PROCEDURES.**

Except when other provisions of this Policy specifically require stricter or additional standards than required by applicable Kansas statutes, the applicable Kansas statutes shall control. As such, all Kansas statutes governing purchases, including the following, shall be followed (subject to exceptions enumerated by statute in the event of emergency, disaster, hardship, etc.):

### **A. Construction of County Buildings.**

All contracts for the expenditure of County funds for the construction of any courthouse, jail or other County building, or the construction of any bridge, highway, road, dam, turnpike or related structure or stand-alone parking lot in excess of \$25,000 shall be awarded in accordance with K.S.A. 19-214 et seq, which requires a public letting and award to the lowest and best bid. Notice of the request for bids shall be published in a newspaper designated by the Board of County Commissioners.

The notice shall specify with reasonable minuteness the character of the improvement contemplated, the time and place at which the contract will be awarded, and invite sealed bids for the same. Plans and specifications of the proposed work shall be available for the inspection of bidders at a County office for at least 30 days prior to the time of awarding the contract.

The contractor awarded the contract shall give the County a good and sufficient surety bond by a surety company authorized to do business in the State of Kansas, to be approved by the County Counselor, in the amount of the contract, and conditioned upon the faithful performance of the contract.

Pursuant to K.S.A. 19-214(b), this subsection shall not apply to the expenditure of County funds for professional service, for contracts subject to K.S.A. 68-521 (relating to construction of County roads), or to the purchase of contracts of insurance or the repair of any courthouse, jail or other county building or the repair or replacement of any such building's equipment when an emergency based upon public health or safety is declared by the board of county commissions.

### **B. Construction of County Bridges and Culverts.**

All contracts for the construction or repair of any County bridge or culvert shall be awarded in accordance with K.S.A. 68-1101 et seq., and any amendments thereto. Among other things, the foregoing statutes provide for the following:

1. Possibility of protest petition by 5% of the legally qualified electors of the County if the expense to build or repair a bridge exceeds \$250,000;
2. Award of contract to lowest responsible bidder after public bidding by sealed bid;
3. Bid security in the amount of not less than 5% of the bid proposal;

4. The contract may not be awarded for more than 110% of the County Engineer's estimated cost;
5. The bidder to whom the contract is awarded must provide a bond to Franklin County in a sum equal to the amount of the contract price, conditioned upon faithful performance of the contract in a form approved by the County Counselor;
6. Retainage on contracts of no less than 5%; and
7. Determination of the County Counselor that the contract has been awarded in strict compliance with all statutory requirements.

**C. Construction of County Roads.**

All contracts for construction, surfacing, repairing or maintaining of any County road when the County Engineer's estimated cost is in excess of \$25,000 shall be awarded in accordance with K.S.A. 68-521, which requires a public letting and award to the lowest responsible bidder. Notice of the request for bids shall, at a minimum, be published twenty (20) days prior to such letting, at least twice in a newspaper designated by the Board of County Commissioners.

The published notice shall specify with reasonable minuteness the character of the improvement contemplated, where it is located, the kind of material to be used, the hour, date, and place at which the contract will be awarded, when the work is to be completed, and invite sealed proposals for the same. Plans and specifications of the proposed work which have been approved by the Board of County Commissioners shall be displayed for the inspection of bidders at a County office for at least twenty (20) days prior to the time of letting the contract. The notice should also provide proposal blanks on which all bids shall be made. Each bid shall be submitted with bid security in the amount of not less than 5% of the bid proposal. No contract shall be let for an amount exceeding the 110% of the County Engineer's estimated cost of the work.

The contractor awarded the contract shall give the County a good and sufficient performance bond by a surety company authorized to do business in the State of Kansas, to be approved by the County Counselor, in the amount of the contract and conditioned upon the faithful performance of the contract. The County Counselor shall approve the form of the bond.

**D. Construction of Roads in Benefit Districts.**

All contracts for improvement of roads in benefit districts shall be awarded in accordance with K.S.A. 68-704, which requires a public letting and award to the lowest responsible bidder. Procedures to follow are similar as those set forth in above with respect to County roads generally, except publication of the notice of the request for bids need only be published one time and there is no requirement that the contract price be less than the County Engineer's estimate.

## **2.6 REQUEST FOR QUALIFICATIONS.**

A Request for Qualifications (RFQ) may be used to establish a list of qualified consultants or vendors that can be accessed as needed, rather than processing multiple requests for bids/proposals. The process is identical as that for Request for Proposals up to, but excluding, the award of a single contract. Additionally, when the purchase of a commodity and/or service warrants the formal bidding process, the Department Head may elect to issue a Request for Qualifications which will require vendors to be pre-qualified based on the criteria set forth in the RFQ. This process must be pre-approved by the County Administrator.

## **2.7 INFORMAL BIDS/PROPOSALS.**

In situations where informal bids/proposals are required, at least three (3) bids/proposals must be solicited from qualified vendors. The bids/proposals must be written, but may be in the form of letter, fax, or e-mail. The bids/proposals must be submitted to the County Clerk's Office along with a copy of the invoice and, if applicable, contract. Written justification, approved by the County Administrator, must be provided if the low bid is not accepted.

## **2.8 REQUEST FOR INFORMATION (RFI).**

In situations where purchases in excess of \$7,501 will be made using cooperative contracts established by a competitive bidding process, a written request will be submitted to the Board of County Commissioners to issue an RFI for the purchase to those vendors awarded the contracts. The RFI will contain general specifications (which may be narrowed based upon available products and/or services offered in response to the RFI) and a specific deadline for response. An evaluation of responses to the RFI, along with a recommendation, will be presented to the commissioners for approval.

## **2.9 FORMAL BIDS/PROPOSALS.**

- A. Notice to Commissioners.** Written notice of the intent to issue a formal request for bids or proposals must be provided to Commissioners for projects that are projected to exceed \$25,000.
- B. Publication.** Except as provided in Sections 2.5 and 2.7, all requests for formal bids/proposals shall be published at least one (1) time in the newspaper designated by the Board of County Commissioners and shall be placed on the County web site during the period of solicitation. The publication shall include the specifications (or procedures for obtaining specifications), deadline for submission, the place and manner of submission, and the date, time and place of opening.
- C. Formal Bids/Proposals Submission.** Formal bids/proposals must be submitted in writing, signed by an authorized representative, and submitted prior to the bid deadline in a sealed envelope or package. Unless otherwise noted in the Request, faxed and email bids/proposals will not be accepted. Bids/proposals submitted after the deadline will not be accepted and will be returned unopened. The County Administrator shall have the authority to make exceptions when special circumstances exist; documentation of these circumstances shall be required and presented to the Commission.

#### **D. Bid/Proposal Opening.**

1. Bids. Bids/proposals shall be opened publicly at a Commission meeting on the date indicated on the request for bids. The amount of each bid and any other relevant information, together with the name of each bidder, shall be recorded. The record of bids/proposals shall be open to public inspection.

**E. Changes/Withdrawals to Bids/Proposals.** Bids/proposals may be corrected or withdrawn prior to the stated deadline. Requests for all such transactions must be submitted to the County Clerk's Office, or the office that is accepting the proposals, per the solicitation instructions prior to the deadline. Correction or withdrawal of inadvertently erroneous bids/proposals or proposals after the deadline but before the award, or cancellation of awards or contracts based upon such mistakes, shall be permitted only upon authorization by the County Administrator.

**F. Awards.** The purchase and/or contract shall be awarded or rejected with reasonable promptness. Written justification must be provided if the recommendation for award is not the lowest bid or proposal.

### **2.10 EMERGENCY PURCHASES**

**A. Emergency Repairs and/or Purchases.** The County Administrator shall have the authority to authorize emergency repairs and/or purchases in an amount up to \$10,000 without the solicitation of bids/proposals. Prior to the authorization, approval must be received from the Chairman of the Board of County Commissioners; in the event of the absence of the Chair, the approval shall be received from the Vice Chair. The County Administrator shall also be responsible for notifying the Board of County Commissioners at the next regularly scheduled County Commission meeting that such an emergency purchase was made.

**B. Declared Emergency Situations.** The County Administrator may make or authorize others to make emergency purchases without monetary limit when there exists a threat to public health, welfare, or safety under declared emergency conditions. Prior to the authorization, approval must be received from the Chairman of the Board of County Commissioners; in the event of the absence of the Chair, the approval shall be received from the Vice Chair. Where possible, competitive pricing should be sought as is practical under the circumstances shall be attempted.

### **2.11 CONTRACTS**

**A. Length.** Contracts for commodities and/or services may be written in such a manner that they are renewable for up to five (5) years.

**B. Repository.** All contracts for commodities and services shall be maintained in the County Clerk's Office for a period of five (5) calendar years after expiration of the contract. Any formal bid documentation must be submitted with the contract.

### **2.12 EXTENSIONS ON CONTRACTS**

Extensions to contracts shall be considered separate purchases, and shall follow the guidelines set forth above. The extension must be an incidental service or commodity not anticipated or necessary to the original purchase.

## **2.13 LEASE AND LEASE/PURCHASE ARRANGEMENTS**

Consistent with K.S.A. 10-1116b and 10-1116c, and any amendments thereto, relating to the Kansas Cash Basis Law, when it is in the best interests of the County to lease or lease/purchase goods rather than acquire them, the policies outlined herein shall be applied in the same manner as an acquisition.

## **SECTION 3: BONDS & CONTRACT CLAUSES**

### **3.1 BID SECURITY**

Bid security shall be required when the Board of County Commissioners or County Administrator deems it appropriate or when required by law. As noted in Section 3.7, K.S.A. 68-521, K.S.A. 68-704, and 68-1114, and amendments thereto, any bidder for the construction of any road, bridge or culvert must provide bid security in an amount of not less than 5% of such bid proposal.

Bid security shall be a bond provided by a surety company authorized to do business in Kansas, or the equivalent in cash, certified check, cashier's check or otherwise provided in a form satisfactory to the Board of County Commissioners, all payable to the Franklin County Treasurer. When bid security is required, noncompliance shall result in rejection of the bid. If a bidder is permitted to withdraw its bid prior to an award (but after opening of bids/proposals), no action shall be held against the bidder or the bid security.

### **3.2 PERFORMANCE BONDS**

A performance bond shall be required when the Board of County Commissioners or County Administrator deem appropriate and when required by law.

Kansas law requires a performance bond for construction of any:

- Public building (K.S.A. 19-214)
- Bridge or culvert (K.S.A. 68-1117)
- Any County road (K.S.A. 68-521 and K.S.A. 68-704)

When a contract is awarded and a performance bond is required, a performance bond or security shall be delivered to the County on the County's designated bond form and shall become binding on the parties upon the execution of the contract. The performance bond shall be conditioned upon the faithful performance of the contract.

A performance bond satisfactory to the County, executed by a surety company authorized to do business in Kansas or otherwise secured in a manner satisfactory to the County, in an amount determined by the Board of County Commissioners or their designee, except as required by law, including but not limited to the following:

**A. Construction of any Public Building.** Pursuant to K.S.A. 19-214, and any amendments thereto, the bidder to whom any contract for the construction of any public building shall be awarded shall give a performance bond to the County in a sum equal to the contract price. The County shall not be bound until the County Counselor approves the form of the bond as legal and binding upon both parties by the County Counselor's signature endorsed thereon.

**B. Construction or Repair of any Bridge or Culvert.** Pursuant to K.S.A. 68-1117, and any amendments thereto, the bidder to whom any contract shall be awarded for the construction or repair of any bridge or culvert shall give a performance bond to the County in a sum equal to the amount of the contract price. The sufficiency of the bond shall be approved by the chairperson of the Board of County Commissioners, but the County shall not be bound until the County Counselor approves the form of bond as legal and binding upon both parties by the County Counselor's signature endorsed thereon.

**C. Construction, Surfacing, Repairing or Maintaining of any County Road.** Pursuant to K.S.A. 68-521 and/or K.S.A. 68-704, any amendment thereto, the bidder to whom any contract shall be awarded for constructing, surfacing, repairing or maintaining any County road shall give a performance bond to the County in a sum equal to the amount of the contract price. The sufficiency of the bond shall be approved by the chairperson of the Board of County Commissioners, but the County shall not be bound until the County Counselor approves the form of the bond as legal and binding upon both parties by the County Counselor's signature endorsed thereon.

### **3.3 AUTHORITY OF THE BOARD OF COUNTY COMMISSIONERS**

Nothing in this section shall be construed to limit the authority of the County to require other security in addition to the bonds described above. Unless the bond is required by the Kansas statutes, the Board of County Commissioners may withdraw the requirements for the bond at any time in the purchasing process.

### **3.4 CONTRACT**

#### **A. Mandatory Clauses**

Pursuant to K.S.A. 44-1030, and any amendments thereto, unless (i) the bidder to whom any contract shall be awarded employees fewer than four employees or (ii) has contracts with the County that cumulatively total less than \$5,000 during the County's fiscal year, any contract for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or service shall contain provision by which the contractor agrees that:

1. The contractor shall observe the provisions of the Kansas Act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
2. In all solicitations or advertisements for employees, the contractor shall include the phrases "equal opportunity employer," or a similar phrase to be approved by the commission;
3. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the County; If the contractor is found guilty of a violation of the Kansas act against discrimination under a

decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the County; and

4. The contractor shall include the provisions of subsection 1 through 3 in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

**B. Discretionary Contract Clauses**

The Board of County Commissioners may require the inclusion in County contracts of clauses providing for adjustment in prices, time of performance or other contract provisions, including but not limited to, the following subjects:

1. The unilateral right of the County to issue change orders in the work and changes in the time of performance of the contract.
2. Variations occurring between estimated quantities of work and actual quantities;
3. Suspension of work ordered by the County;
4. Site conditions differing from those indicated in the contract, or ordinarily encountered, except that differing site condition's clauses need not be included in negotiated contracts or when the contractor provides the site or design or when the parties have otherwise agreed with respect to the risk of differing site conditions;
5. Liquidated damages as appropriate;
6. Specified excuses for delay or nonperformance;
7. Termination of the contract for default; and,
8. Termination of the contract in whole or in part for the convenience of the County.

**SECTION 4: SUSPENSION OR DISBARMENT**

**4.1 SUSPENSION OR DEBARMENT OF VENDORS**

Franklin County may suspend or debar a vendor or potential vendor from participation in County purchasing opportunities and practices upon a showing of just cause, and during the period of suspension or debarment, the County shall reject any bid, proposal or other offer by the vendor and shall return any submission to the suspended/debarred vendor. This section applies to both contractors and subcontractors.

- A. Just Cause for Suspension.** Just cause for suspension shall include any of the following:
1. Failure to comply. Failure to comply with the conditions, specifications or terms of a bid or proposal or contract with the County including a recent record of unsatisfactory performance in accordance with the terms of one or more contracts.
  2. Misrepresentation. Commission of any misrepresentation in connection with a bid or proposal.
  3. Criminal Offense. Charged by a court or competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract. If charges are dropped or the vendor found not guilty, the suspension shall be lifted automatically upon notification and proof of final court disposition provided to the County by the vendor.
  4. Conviction.
    - a. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or honesty which currently, directly and seriously affects that vendor's responsibility as a County supplier. If charges are dismissed or the vendor found not guilty, the suspension shall be automatically lifted upon written notification and proof of final court disposition provided to the County by the vendor.
    - b. Conviction under state or federal antitrust statutes arriving out of the submission of bids or proposals.
  5. Insolvency. Vendor becomes insolvent, has proceedings in bankruptcy instituted against it or consolidates its debts or assigns over its estate or affects for payment thereof or has a receiver appointed over its property.
  6. Other. Any other cause the County Administrator determines to be so serious or compelling as to materially and adversely affect the responsibility of the business as a government contractor, including but not limited to suspension by another government entity for substantial cause.
- B. Just Cause for Debarment.** Just cause for debarment shall include any of the following:
1. Failure to Comply. Failure to comply with conditions, specifications, drawings, schedules or terms of a bid, proposal or contract with the County.
  2. Conviction.
    - a. Conviction by or judgment obtained in a court of competent jurisdiction for commission of offenses in connection with the vendor's commercial enterprise. If the conviction is reversed through the appellate process, the debarment shall be immediately lifted upon written notification and proof of final court disposition to the County from the vendor.

- b. Conviction for the commission of any fraud or act of collusion in connection with a bid, quotation, proposal or other act incident to doing business with the County.
3. Federal Debarment List. Inclusion on any Federal debarred vendor list.

**C. Procedures.**

1. Investigation. The County Administrator shall promptly investigate and prepare a written report concerning a proposed suspension or debarment.
2. Decision. Within 5 work days of completing the report, the County Administrator may issue a notice of suspension or debarment. The vendor shall be immediately advised by certified mail with return receipt requested. The letter will contain the following specific information:
  - a. Statement that suspension or debarment has been imposed by the County effective upon receipt.
  - b. Detailed information as to the reason and causes for the suspension or debarment in terms sufficient that the vendor will understand the conduct or transactions upon which the action is based.
3. Appeal. The vendor may within 5 work days of receipt of notice, present a written request for reconsideration including additional information relating to the reason given for suspension or debarment. The County Administrator shall consider such additional information in deciding whether the decision to suspend or debar should be delayed or revised and present a finding to the Chairman of the County Commission who shall determine if the original decision should stand. If the original decision to suspend or debar is determined to be proper and justified, the vendor shall be suspended or debarred as planned.

**D. Duration of Suspension/Debarment.**

1. Suspension. A vendor may be suspended for a maximum period of 6 months if it is believed to be involved in any of the activities listed in Section 4.1A.
2. Debarment. A vendor may be debarred for a period not to exceed 5 years if after investigation it is found to be engaged in any of the activities listed in Section 4.1B.

**SECTION 5: INVENTORY OF COUNTY PROPERTY AND DISPOSAL OF SURPLUS PROPERTY POLICY**

**5.1 INVENTORY OF COUNTY PROPERTY**

Pursuant to K.S.A. 19-2687, for the purpose of preserving records of the amount and kind of personal property owned by the County, each department head or elected official is responsible for performing a personal inventory and inspection of the kind, amount, and location of all personal property owned by the County and

under the control of that department. The inventory shall contain identifying descriptions of the item of personal property, the location of the property and the value of the property and the inventory shall be done during the month of December each year and filed with the County Clerk's Office by December 30<sup>th</sup> of each year.

## **5.2 DISPOSAL OF SURPLUS, OBSOLETE OR NON-FUNCTIONAL PROPERTY**

Surplus, obsolete, and/or non-functional property may be transferred, sold, offered as a trade-in, abandoned or destroyed. Any property disposed of will be stripped of all identification as County property. This policy, adopted by resolution, pursuant to K.S.A. 19-211(b), as part of the Franklin County Purchasing Policy, is intended to replace the disposal provisions otherwise provided for in K.S.A. 19-211. Unless otherwise specified, the following policies apply to surplus or personal property.

### **5.3 PROPERTY WITH A VALUE BETWEEN \$7,501 AND \$50,000**

A majority vote of the Board of County Commissioners is required to dispose of County personal property with a value greater than \$7,501.00.

**A. Donations.** Such property may be donated to other governmental agencies, not-for profit organizations, or other entities if a majority of the Board of County Commissioners determines that such donation will reduce the donee's reliance on funding from governmental agencies or taxpayers of Franklin County or otherwise provide a benefit to residents of Franklin County. Publication is not required for notice of donations.

### **5.4 PROPERTY WITH A VALUE LESS THAN OR EQUAL TO \$7,500**

The County Administrator may authorize the disposition of County personal property having a value of less than or equal to \$7,500.

**A. Donation.** Such property may be donated to other governmental agencies, not-for profit organizations or other entities if the County Administrator determines that such donation will reduce the donee's reliance on funding from governmental agencies or taxpayers of Franklin County or otherwise provide a benefit to residents of Franklin County. Publication is not required for notice of donations.

**B. Destruction.** Authorization for destruction of item(s) no longer required or no longer functional and having little value must be made by the County Administrator. The County Administrator is responsible for choosing the most appropriate destruction process for the items.

**C. Sale.** The County Administrator may approve the sale or trade-in of item(s) no longer required by the County. See Section 5.7 for Terms and Conditions of Sale. Proceeds resulting from the sale of surplus or obsolete property shall be deposited to the appropriate fund.

## **5.5 REAL PROPERTY**

The Board of County Commissioners must vote unanimously to dispose of any County real property of any value. See Section 6.7 for Terms and Conditions of Sale. The provisions of K.S.A. 19-211(a)(5) shall apply to vacation or abandonment of any right-of-way and the resolution vacating or abandoning any such right-of-way shall provide for a reservation to the County and the owner of any lesser property rights for public utilities, the rights-of-way and easements for public

service facilities which are then in existence and in use across the property.

## **5.6 PUBLIC NOTICE REQUIREMENTS**

Public notice of the sale of real and personal property shall be made in a manner dependent upon the method of sale, including but not limited to, posting on the County's website, publication in the official newspaper of the County, or any other mechanism deemed appropriate to allow public participation or notification. Such notice shall include the method of sale, date, time, description of property, and any other terms and conditions relevant to the sale.

## **5.7 TERMS AND CONDITIONS OF SALE**

- A.** Sales or trade-ins may be made through the most efficient and economical method to maximize returns, and may include, but not be limited to, on-line offerings, fixed price sales, negotiated bids, sealed bids, silent auctions, regular auctions, or any other method of sale allowing public participation. The method of sale of real estate of any value and personal property having a value in excess of \$7,501 shall be determined by the Board of County Commissioners. The method of sale of any personal property having a value of \$7,500 or less shall be determined by the County Administrator.
- B.** County employees shall be permitted to participate as buyers in competitive sales as any other member of the public and on such other conditions as approved at the discretion of the County. Consistent with ethical conduct, County employees shall not take advantage to gain personal benefit from such transactions.
- C.** Prospective buyers will be allowed time prior to the sale to inspect items, including by digital image where appropriate.
- D.** No warranty or guarantee of any kind is given by the County. All items are offered for sale or gift "as is," "where at," and "without recourse."
- E.** The successful bidder or purchaser shall be required at their own risk and expense to remove any items awarded after notification of acceptance of bid or purchase offer by the County, but not before payment of the purchase price. Receipt of each unit must be signed by the purchaser or its duly authorized agent at the time the item is removed. Any item not called for or left behind for a period of more than 5 days after the date of bid acceptance shall be considered as abandoned and the County has the right to dispose of same in any manner whatsoever. Exceptions may be approved by the County Administrator.
- F.** In some instances, minimum prices will be established. In such cases, items may not be sold below that minimum price. Exceptions may be approved by the County Administrator.
- G.** The County reserves the right to accept or reject any or all bids/proposals.

## **5.8 EXCEPTIONS TO POLICY**

The provisions of this Section 6 requiring public participation and public notice do not apply to the conveyance of property for the following purposes: (i) certain conveyances of real property to the State of Kansas, as set forth in K.S.A. 19-211(c), (ii) certain conveyances of real property to certain nonprofit corporations for development of industrial or business parks, as set forth in K.S.A. 19-211(d), (iii) certain conveyances of real property to a port authority for development of an industrial, commercial, or business park, as set forth in K.S.A. 19-211(e), or (iv) any other conveyance of property exempt from the provisions of K.S.A. 19-211 pursuant to Section 5.4 shall be done according to such terms and conditions and in such manner as a majority vote of the Board of County Commissioners.

## **SECTION 6: ETHICS IN COUNTY CONTRACTING**

### **6.1 GENERAL STANDARDS OF ETHICAL CONDUCT**

#### **A. General Statement.**

Any attempt to realize personal gain through County employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of public trust. County employment includes any person who receives a County paycheck, such paycheck being a result of either appointment or election to a County position. In order to fulfill this generally prescribed standard, employees must also meet the specific standards set forth in this section.

#### **B. Employee's Responsibilities.**

It shall be the responsibility of County employees involved in any decision to purchase goods and/or services on behalf of the County to avoid the appearance of impropriety in such decision making.

### **6.2 EMPLOYEE CONFLICT OF INTEREST**

#### **A. Definitions.**

1. Contract. The term "contract" as used herein shall mean any agreement between County and one or more other persons or businesses by which the other persons or businesses agree to provide, in exchange for consideration, any type of property, whether tangible or intangible, services, or any other benefit to or for County.
2. Employee. The term "employee" as used in this section shall apply to any person, whether appointed or elected, who receives a paycheck from the County.
3. Substantial Interest. The term "substantial interest" is defined at K.S.A. 75-4301a(a). A substantial interest includes any legal or equitable interest of an employee or employee's spouse in a business exceeding \$5,000 or 5% of any business of an employee or the employee's spouse.

#### **B. Kansas Statutes**

Pursuant to K.S.A. 75-4304, it shall be a breach of ethical standards for any County employee, in his/her capacity as such employee, to make or participate in the making of a contract with any person or business by which he/she (or his/her spouse) is employed or in whose business he/she has a substantial interest. A County employee shall not make or participate in the making of a contract if he/she has abstained from any action with regard to the contract.

#### **C. Exceptions.**

Section 6.2B does not apply when either of the following circumstances are in place:

1. Contracts let after competitive purchasing practices have been followed using the procedures outlined in previous sections of this policy.
2. Contracts for property or services for which the price or rate is fixed by law.

### **6.3 EMPLOYEE DISCLOSURE REQUIREMENTS**

Except in cases of *de minimus* purchases, an employee who has, or obtains, any benefit from any County contract with a business or person in which the employee (or the employee's spouse) has a financial interest shall report such benefit to the Board of County Commissioners; provided, however, this Section shall not apply to a contract with a business where the employee's interest in the business has been placed in an independent trust. Any employee who knows or should have know of such benefit and fails to report such benefit to the Board of County Commissioners is in breach of ethical standards.

### **6.4 GRATUITIES, KICKBACKS, AND CONTINGENT FEES**

#### **A. Gratuities.**

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase requisition; influencing the content of any specification or purchasing standard; or rendering of advice, investigation, auditing or in any other advisory capacity, in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter; pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Except as provided in below, gratuities shall not mean pens, calendars or other novelty items used for advertising purposes, meals or other meeting circumstances for the purpose of conducting or discussing official business.

#### **B. Kickbacks.**

It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract or order to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

#### **C. Contingent Fees.**

It shall be a breach of ethical standards for a person to be retained or to retain a person, to solicit or secure a County contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

### **6.5 RESTRICTIONS ON EMPLOYMENT OF PRESENT AND FORMER EMPLOYEES**

Except as may be expressly permitted by the Board of County Commissioners or their designee, it shall be a breach of ethical standards for any County employee who is participating directly or indirectly in the purchasing process to become or be, while being a County employee, the employee of any person contracting with the County.

## **6.6 USE OF CONFIDENTIAL INFORMATION**

It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any other person.

## **6.7 CIVIL AND ADMINISTRATIVE REMEDIES AGAINST EMPLOYEE AND NON-EMPLOYEES WHO BREACH ETHICAL STANDARDS**

The County Administrator, in accordance with the Personnel Manual, may impose any one or more of the following on employees:

- Oral or written warnings or reprimands.
- Suspension with or without pay for specified periods of time; and
- Termination of employment.

In addition to existing remedies for breach of ethical standards of this section or regulations promulgated hereunder, the County Administrator may impose any one or more of the following on non-employees:

- Written warnings;  
Termination of transactions; and,  
Disbarment or suspension from being a contractor or subcontractor under County contracts.

The value of anything transferred or received in breach of the ethical standards of this section, or regulations promulgated hereunder, by an employee or a non-employee may be recovered from both the employee and non-employee.

All procedures under this Section shall be in accordance with due process requirements. To the extent that violations of the ethical standards of conduct set forth in this section constitute violations of federal or state law, they shall also be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth in this manual.

## **SECTION 7: Purchasing Card Policy and Procedures**

### **1. INTRODUCTION**

Franklin County has entered into an agreement with Security BankCard Center to provide qualified employees with a Visa Purchasing Card.

- A Purchasing Card is a credit card that enables employees to purchase authorized goods and services on behalf of the County. The Purchasing Card works like any other credit card. However, the differences are as follows:
  1. Cardholders may have online access to real-time transaction information.
  2. The County Administrator can make real-time changes such as, increase limits, close cards, as well as, review authorizations and declines.
  3. Additional information about the transaction may be available.
- Purchasing cards can be used anywhere VISA is accepted.
- Department Heads with the appropriate approving authority may request cards for their department and/or specific employees within their department that are responsible for providing goods and services by completing a Purchasing Card Request Form (Appendix A) to be approved by the County Administrator. Dollar limits for purchases will be set on this form. All employees that will be authorized to use the purchasing card will be required to sign the Cardholder Agreement (Appendix B)
- Automatic restrictions may be setup on cards.
- The purchasing cards are NOT for personal use or unauthorized purchases.
- All purchasing cards are issued through the Administration Office.
- Card usage will be audited and may be rescinded at any time. The authorized cardholder is the only person who may use the Purchasing Card. After completion of a training session the department/user will receive the card.
- Recordkeeping is essential to ensure success of this program. Standard payment policies require retention of receipts, and other documentation. As with any credit card, the user must retain original, itemized sales slips, cash register receipts, invoices or any other pertinent documentation.
- The Purchasing Card is to be used in accordance with the guidelines established within this Handbook.

### **2. CARD PROCEDURES**

#### **How to Obtain a Card**

- The Department Head/Supervisor must indicate approval by completing and signing the Purchasing Card Request Form (Appendix A) and submitting the form to the County Administrator.
- The County Administrator will order the card, arrange for cardholder training, and will notify the user when it is available to be picked up. Prior to receipt of the card the user must read the Purchasing Card Procedures Handbook and sign the Purchasing Card-Cardholder Agreement Form (Appendix B).

- The card is the property of Franklin County and is only to be used for County purchases as defined in this Handbook.

### **How to Cancel a Card**

- Contact the Supervisor or the County Administrator for instructions.

### **Card Renewal**

- A renewal card will automatically be mailed to the County Administrator. The user will be notified when the card is available.

### **Reporting a Lost or Stolen Card**

- The cardholder must notify his or her immediate supervisor of the lost or stolen card within one (1) business day after discovering the card missing.
- Should a lost or stolen card be subsequently discovered by the cardholder, the card shall be cut in half and sent to the County Administrator.

### **Cardholder Separation from Service**

- Prior to separation from the County, the cardholder shall surrender the purchasing card with the proper receipts and expense report documenting each transaction.
- The supervisor shall cut the card in half, and notify the County Administrator.

### **Purchasing Card Security**

- Always keep the card in a safe place. **NO OTHER PERSON IS AUTHORIZED TO USE THE CARD other than the authorizer County employee.**
- The cardholder is responsible for all transactions procured with their card. Cards and card numbers must be safeguarded against use by unauthorized individuals in the same manner that a cardholder safeguards his or her personal banking information.

### **Card Cancellation**

- The County reserves the right to cancel any card at any time. Cardholders who misuse the Purchasing Card may be subject to disciplinary action, legal action, and/or termination.

*Misuse of the purchasing card includes:*

1. Purchase of unauthorized item(s).
2. Use of the purchasing card by someone other than the cardholder.
3. Fraudulent or inaccurate recordkeeping.
4. Failure to obtain original, itemized receipts.
5. Failure to maintain the Purchasing Transaction Log.
6. Failure to reconcile the monthly statement by the end of each pay period.
7. Purchasing items for personal use.

### **3. ACCEPTABLE VISA CARD PURCHASES**

- The following information provides examples of purchases that are appropriate for the purchasing card:

1. Travel, conference expenses
2. Approved supplies for your building, department or program
3. Conference and seminar registrations
4. Book stores
5. Instructional games and toys
6. Federal Express, United Parcel Service, United States Postal Services expenses
7. Other miscellaneous items that apply to your budget
8. Hardware stores and Discount stores

This list is not intended to be all inclusive. If you have specific questions, please call the County Administrator for assistance.

#### **4. UNACCEPTABLE VISA CARD PURCHASES**

The following items define where the purchasing card is NOT appropriately used:

1. Alcoholic beverages
2. Tobacco
3. Lottery Tickets
4. Cash Advances
5. ATM withdrawals
6. Any personal purpose

This list is not intended to be all inclusive. If you have specific questions, please call the County Administrator.

#### **5. PROGRAM RESTRICTIONS**

- Each VISA Purchasing Card has been assigned a transaction and/or monthly credit limit. All requests for limit changes must be submitted to the County Administrator using the form Appendix A.
- The Purchasing Card will be accepted for purchases of generally approved goods and services .
- Levels of credit authorization are in place to clearly define the individual purchasing limit controls. Each cardholder will have a transaction limit and/or monthly limit. Transaction limit options are listed on the Request for a Visa Purchasing Card form.
- If your card is declined by a merchant and you feel the decline should not have occurred, contact the County Administrator. Do NOT ask the cashier to “try it again”. This is a fraud red-flag and could (after 3 times) lock your account from any other charges. If this occurs Security BankCard Center must unlock the account.

#### **6. RECOURSE FOR IMPROPER USE**

- In the event that improper usage of the Purchasing Card is discovered, written notification will be sent from the County Administrator with a copy given to the supervisor of the cardholder.
- Corrective action may occur up to and including termination.

## 7. CARDHOLDER RESPONSIBILITIES

- As the authorized user of the card, you are responsible for keeping track of how the card is used, and for keeping it safe.
- The user must keep the original receipts for ALL purchases made with the Purchasing Card. Specifically, be sure to keep original, itemized cash register tapes, invoices showing detail of items purchased, or other relevant documentation.
- Training will be provided prior to a Purchasing Card being issued to the cardholder. During the training session, cardholders must read and sign the Acknowledgement of Receipt of the VISA Purchasing Card and Terms of Revocation Form prior to cards being issued.
- When utilizing the card to purchase supplies and materials, the cardholder will check as many sources of supply as reasonable to assure best price and delivery consistent with the county purchasing policy.
- If an item is not satisfactory, received in error, damaged, defective, duplicate order, etc., the following steps should be followed:
  1. The cardholder contacts the vendor to obtain authorization to return the item(s). Every vendor is different for return policies; make sure the return meets the vendor's criteria without incurring a restocking fee or shipping and handling fees. If available, the item(s) to be returned should be re-packed in original manufacturer's packaging.
  2. If a vendor has not replaced or corrected the item by the statement cutoff date, then the purchase of that item will be considered in dispute. Attach the completed Dispute form and send as instructed or go to [www.securitybankcard.com](http://www.securitybankcard.com). Click on COMMERCIAL CARDS and select the Disputes link. Complete the form and submit as requested. A copy of the dispute form should be sent to the County Administrator.
  3. Standard auditing procedures require retention of receipts and other documentation. As with any transaction the user must retain the original itemized sales slips, cash register receipts, invoices, order forms and receiving documents.
  4. Statement cut-off is the 20<sup>th</sup> of each month. Every cardholder must review their statement for all transactions made on the VISA Purchasing Card.
  5. Reconciled, approved statements and appropriate documentation are due to the County Clerk's Office by the 20<sup>th</sup> of each month.
  6. If a transaction receipt is misplaced or not received, the cardholder shall be responsible for contacting the vendor and obtaining a duplicate copy of the receipt.
  7. Disputed billing can result from failure to receive goods or services, fraud or misuse, altered charges, defective merchandise, incorrect amounts, duplicated charges, credits not processed, etc.
  8. The cardholder is responsible for contacting and following up with the vendor on any erroneous charges or disputed charges as soon as possible. Most issues can be resolved this way. Attach the completed Dispute form and send as instructed or go to [www.securitybankcard.com](http://www.securitybankcard.com). Click on COMMERCIAL CARDS and select the Disputes link. Complete the form and submit as requested. A copy of the dispute form should be sent to the County Administrator.

## 8. PURCHASING CARD CONTACT INFORMATION

Contact	Name	Email Address	Phone Number
County Administrator	Lisa Johnson	<a href="mailto:ljohnson@frankincoks.org">ljohnson@frankincoks.org</a>	785-229-3485
Security Bankcard Center	Customer Service	<a href="mailto:companycards@securitybankcard.com">companycards@securitybankcard.com</a>	800-356-8085

**APPENDIX A**  
**Franklin County**

**REQUEST FOR A VISA PURCHASING CARD (or) REQUEST CHANGES MADE TO AN EXISTING CARD.**

Use this form to request a VISA Purchasing Card or to make changes to an existing card. The form should be completed by the supervisor and sent to the County Administrator.

**Check one:**

\_\_\_\_ New card request

\_\_\_\_ Changes to an existing card. If so, indicate below what changes you are requesting:

\_\_\_\_\_

Employee Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Office phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Building or Work Location: \_\_\_\_\_

Department: \_\_\_\_\_

Expense Report Interim Approver(s) \_\_\_\_\_

Expense Report Final Approver(s) \_\_\_\_\_

**OPTIONAL - INCLUDE ANY ACCOUNTING CODES, ETC... BELOW**


Limits for the purchasing card are established by the cardholder's supervisor and should be based upon the business needs of that individual. I acknowledge and approve the Visa Purchasing Card request for the employee named above. I would like to request limits for this card as follows:

Monthly Credit Limit Required	Single Purchase Limit (Optional)	Daily Purchase Limit (Optional)	Transaction Purchase Limit – (Optional)

Administrator/Supervisor signature: \_\_\_\_\_ Date \_\_\_\_\_

County Administrator signature: \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX B**

**ACKNOWLEDGEMENT OF RECEIPT OF THE VISA PURCHASING CARD  
AND TERMS OF REVOCATION FORM**

I agree to accept responsibility for the protection and proper use of the Purchasing Card in accordance with the terms and conditions below and in accordance with the Purchasing Card Procedures Policy.

1. I understand that I will be making financial commitments on behalf of the County and will seek to maximize the purchasing value.
2. I understand that personal purchases are not allowed on the Purchasing Card, and I agree to use the Purchasing Card for the purchase of items for use in official business only. All purchases must comply with the purchasing policies. I understand that examples of items not to be purchased with the Purchasing Card are included in the Purchasing Card Handbook; however, I also understand this list is not all inclusive and that if I have a question about a purchase I will go to my supervisor for approval.
3. I understand that I shall be personally liable for the inadvertent/improper use of the Purchasing Card, and I agree to pay the cost of such use, (other than improper use as the result of a **lost or stolen card** which was immediately reported as required in the Purchasing Card Procedures Policy, including fees and interest assessed against the improper purchase.
4. I understand that improper use of the Purchasing Card may be cause for disciplinary action, including termination, and that improper use of the Purchasing Card may subject me to criminal prosecution.
5. I also understand that if there are amounts, which are attributable to my improper use of the Purchasing Card, I agree to reimburse the County.
6. I agree to abide by the guidelines contained in the Company Purchasing Card Procedures Policy.
7. I understand that failing to follow the Purchasing Card program guidelines may be deemed an improper use of the card and could result in revocation of the Purchasing Card and appropriate disciplinary action, which may include termination.
8. I agree to provide original, itemized receipts from the supplier for each transaction made on the Purchasing Card as required in the County Purchasing Card Procedures Policy. Failure to report or document any purchase may be deemed an improper use of the Purchasing Card.
9. I understand that should my employment with County terminate for any reason, the Purchasing Card must be returned to the County Administrator.
10. I also understand that the County may withdraw authorization to use the Purchasing Card and require the return of the Purchasing Card at any time for any reason. If the Purchasing Card is lost or stolen, I agree to notify my immediate supervisor and the County Administrator immediately.
11. I have been given a copy of the Company Purchasing Card Procedures Policy, have read the handbook, have received training on the Purchasing Card Program and understand the requirements for Purchasing Card use.

By signing below you are acknowledging you have read the Manual and will abide by the Policies and Procedures discussed herein.

Cardholder Signature \_\_\_\_\_

Date \_\_\_\_\_

County Administrator Signature \_\_\_\_\_

Date \_\_\_\_\_

**SECURITY BANKCARD CENTER INC.**  
Attn: Janice P.O. Box 6139 Norman, OK. 73070  
Fax # (405) 217-7546 Attn: Janice

Account Number: \_\_\_\_\_  
- \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**All disputes must be received in writing, within 60 days of the error posting to your account. Your signature is required. Return this form along with all documentation required. Only check one reason for the dispute. Only one disputed transaction per page. If more space is needed for explanation, please attach a second sheet.**

Transaction Date of Charge: \_\_\_\_\_ Amount of Charge: \_\_\_\_\_

Merchant Name: \_\_\_\_\_ Merchant Location: \_\_\_\_\_

\_\_\_ **UNKNOWN CHARGE:** Do not recognize this charge. I need more information to verify charge is valid. Merchant has 30 days to supply a copy of the transaction. **Date you contacted the merchant:** \_\_\_\_\_.

\_\_\_ **RECURRING CHARGE: Membership Cancelled.** If the charge is a recurring charge, i.e. Internet service accounts, monthly insurance, **you must cancel with the merchant prior to disputing charges. You must first attempt to resolve the dispute with the merchant.** Date you contact the merchant \_\_\_\_\_. Charge cancellation date: \_\_\_\_\_, Cancellation confirmation number: \_\_\_\_\_. You may send us a copy of the merchant's cancellation confirmation letter. **Only charges that post after your cancellation date may be disputed. Without proof of cancellation we are unable to remove this charge.**

\_\_\_ **HOTEL/MOTEL CHARGE:** Hotel/Motel NO SHOW charges may be disputed **only** if you have the cancellation number that the merchant provided at the time you cancelled your reservation. Cancellation Number & Date: \_\_\_\_\_. **Without the cancellation numbers we are unable to remove this charge.**

\_\_\_ **MERCHANDISE NOT RECEIVED:** **You must first attempt to resolve the dispute with the merchant.** Please describe what was ordered. \_\_\_\_\_ State the date you contacted the merchant \_\_\_\_\_. Please list the date the merchandise was scheduled for delivery: \_\_\_\_\_ Please state the Merchants response: -  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_ **CREDIT NOT POSTED FOR CANCELLED ORDER:** **You must first attempt to resolve the dispute with the merchant. Merchants have 30 days to post a credit to your account.** Credit will not post to your account if the merchandise is in your possession. Please state what was ordered: \_\_\_\_\_.  
Was the order canceled? \_\_\_\_\_. Please supply a copy of the credit receipt, or list

the date the merchant stated the credit would be processed.

\_\_\_\_ **CREDIT NOT POSTED FOR RETURNED MERCHANDISE:** You must first attempt to resolve the dispute with the merchant. Merchants have 30 days from the day they receive the merchandise back to post a credit to your account. Return date:\_\_\_\_\_.  
Credit will not include shipping and handling cost. We must have proof of return, **without proof of return we are unable to remove this charge.** What address was the merchandise returned to:

\_\_\_\_\_  
Who signed for the return:\_\_\_\_\_. *Describe what was expected, what was received and reason for the return.*\_\_\_\_\_

\_\_\_\_ **PAID FOR BY OTHER MEANS:** You must first attempt to resolve the dispute with the merchant. To dispute a charge on your credit card that you paid for by other means you must supply us with a copy of your receipt, if you paid cash; or copy of front & back cancelled check, if paid by check; or copy of credit card statement, if paid by different card. **Without proof of other means of payment, we are unable to remove this charge.**

\_\_\_\_ **AMOUNT DIFFERENT:** To dispute a charge for amount different, you must supply a copy of your receipt with the correct amount of the charge. Without your copy of the receipt, we are unable to remove this charge. The correct amount of charge is\_\_\_\_\_.  
The amount charged to your account is \_\_\_\_\_.

**NOT AS DESCRIBED OR DEFECTIVE MERCHANDISE:** What was purchased:

\_\_\_\_\_?  
How is it not as described:

\_\_\_\_\_  
How is it defective:

\_\_\_\_\_  
Please state how you have attempted to resolve the dispute with the merchant:

\_\_\_\_\_  
**FRAUDULENT CHARGE: Please contact our fraud department at 1-800-356-8085.**

\_\_\_\_\_  
Cardholder's Signature

\_\_\_\_\_  
Date

Home Telephone # \_\_\_\_\_

Work Telephone # \_\_\_\_\_

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Jon Holmes  
Department: Administration  
Date: 9/28/16

## **AGENDA ITEM NARRATIVE**

Consider Appointing a Voting Delegate and Alternate Voting Delegate To Represent Franklin County At The Kansas Workers Risk Compensation For Counties (KWORCC) Annual Meeting In Overland Park, KS, Tuesday, Nov. 15, 2016.

## **BACKGROUND**

The Franklin County Commission appoints two board members every year to represent Franklin County at the KWORCC annual meeting.

## **SPECIFIC ACTION REQUESTED**

It is recommend that the Commission appoint a delegate and alternate delegate to represent Franklin County at the KWORCC annual meeting.

## **ATTACHMENTS**

KWORCC Delegate Forms