

*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, Oct. 5, 2016 | 8:30 a.m.**

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

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**A. CALL TO ORDER**

**B. ROLL CALL:**

Waymire    Howard    Dunn    Harris    Renoud

**C. PLEDGE OF ALLEGIANCE**

**D. INVOCATION:**

1. Invocation Led By Pastor Leonard Cheasbro, New Life In Christ Church, Ottawa, Kansas.

**E. CORRESPONDENCE & ORGANIZATIONAL BUSINESS**

1. Receive Mid Year Update From Franklin County Agriculture Society. John Todd, Board Member
2. Receive An Update From Representatives From The Over The Road Gang.

**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. 27, 2016 And Commission Study Session Minutes For Oct. 3, 2016.

2. Consider And Approve Tax Change Orders.

#### H. ITEMS OF BUSINESS:

1. Consider October As Domestic Violence Awareness Month. Present Proclamation To Cassie Thompson-Myers, Program Coordinator

Documents:

[2016 1005 domestic violence proclamation.pdf](#)  
[domestic violence awareness proclamation.pdf](#)

2. Recognition Of Timothy Cronin, Court Security Officer, For His Four Years Of Service And Presentation Of Retirement Plaque.
3. Approval Of Rezoning Application #1608-1414 (Piersol) To Rezone Approximately 15.88 Acres From An A-1 (Agriculture) Zoning District To An R-E (Residential Estate) Zoning District. Larry Walrod, Planning & Building Director

Documents:

[2016 1005 cv piersol rezoning.pdf](#)  
[10052016\\_1608-1414\\_piersol rezoning attachments.pdf](#)

4. Consideration To Approve Hazardous Materials Emergency Preparedness Grant Agreement. Alan Radcliffe, Emergency Management Director

Documents:

[2016 1005 hazardous grant agreement cv.pdf](#)  
[hmep 2016-2017 grant contract for frco 09 23 16.pdf](#)

5. Consideration Of Approval For Portable Message Board Acceptance Agreement. Alan Radcliffe, Emergency Management Director

Documents:

[2016 1005 portable message board cv.pdf](#)  
[ver-mac message board.pdf](#)  
[2016 1005 equipment acceptance agreement.pdf](#)

6. Consider Awarding The Tire Bid To GCR Truck Tire Centers In The Amount Of \$20,844.61. James M. Haag, Jr., Public Works Director

Documents:

[2016 1005 tire bid cv.pdf](#)  
[tire bid request form summary sept. 2016.pdf](#)

7. Consideration To Approve The Sale Of General Obligation Temporary

Notes, Series 2016, Of Franklin County, Kansas (Kingman And Montana Road Improvements). Derek Brown, County Counselor

Documents:

[2016 1005 cv series 2016.pdf](#)  
[resolution authorizing sale - franklin county ks 2016 \(002\).pdf](#)

8. Consider Appointing A Voting Delegate And Alternate Voting Delegate To Represent Franklin County At The KCAMP Annual Meeting In Overland Park, KS, Tuesday, November 15, 2016. Derek Brown, County Counselor

Documents:

[2016 1005 cv kcamp delegate.pdf](#)

9. Consider Appointing John Coen To The Ransom Memorial Hospital Board Of Trustees. Derek Brown, County Counselor

Documents:

[2016 1003 cv jcoen.pdf](#)  
[2016 1003 jcoen letter of intent.pdf](#)

10. Consider Appointing Ken Frank, M.D. To The Ransom Memorial Hospital Board Of Trustees. Derek Brown, County Counselor

Documents:

[2016 1003 cv kfrank board of trustee.pdf](#)  
[kfrank letter of intent.pdf](#)

11. Consider Authorizing Staff To Issue Requests For Proposals (RFPs) For Mold Remediation Services At The Franklin County District Court Building. Derek Brown, County Counselor

Documents:

[2016 1005 mold remediation cv.pdf](#)

12. Consider Approving "Severance Agreement And Release" By And Between The Franklin County Board Of County Commissioners And Jon Holmes. Derek Brown, County Counselor

Documents:

[2016 1005 cv severance agreement and release.pdf](#)  
[severance agreement and release.pdf](#)

13. Discuss Appointing Interim County Administrator, The Process For Finding A Long Term Successor And The Job Duties/Description For The County Administrator Position. Derek Brown, County Counselor

Documents:

- I. **STAFF REPORTS**
- J. **COMMISSIONER COMMENTS AND BOARD REPORTS**
- K. **ENTER INTO EXECUTIVE SESSION FOR PERSONNEL MATTER AND CONTRACT NEGOTIATION (30 MINUTES)**
- 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 Meeting on Oct. 12, 2016 at 8:30 A.M.
    - Commission Study Session on Oct. 17, 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 Meeting on Oct. 26, 2016 at 8:30 A.M.
    - Commission Study Session on Oct. 31, 2016 at 8:30 A.M.

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Cassie Thompson-Myers  
Department: Franklin County Program Coordinator  
Date: 10/3/2016

## **AGENDA ITEM NARRATIVE**

Consider October as Domestic Violence Awareness Month.

## **BACKGROUND**

## **SPECIFIC ACTION REQUESTED**

## **ATTACHMENTS**

Proclamation



# PROCLAMATION



Proclamation Number: 16-\_\_\_\_\_

**WHEREAS**, family and relationships are often counted among life's greatest blessings and, tragically many Kansans relationships are tarnished by violence and fear; and

**WHEREAS**, domestic violence includes verbal, emotional, economic, sexual and physical abuse, and all forms of abuse can carry long-range physical and mental health implications; and

**WHEREAS**, the effects of domestic violence reach far beyond its victims and perpetrators, causing disruption in our schools, places of work and worship and neighborhoods; and

**WHEREAS**, Franklin County has one of the highest per capita incidence of reported domestic violence cases in Kansas; and

**WHEREAS**, during October 2016, the Franklin County Domestic Violence Unit and other concerned agencies and groups in Franklin County sponsor and promote Domestic Violence Awareness Month to focus community-wide attention on abused women and their children and to promote support of shelters and community programs that serve them;

**NOW, THEREFORE**, the Board of Commissioners of Franklin County, Kansas, does hereby proclaim the month of October 2016, as

## DOMESTIC VIOLENCE AWARENESS MONTH

in Kansas and urge the citizens of Franklin County to speak out against sexual and domestic violence, to provide support for survivors of this heinous crime, to encourage community leaders to hold offenders accountable, and to make prevention efforts a priority by hosting events, by creating policies at school and work, and by supporting and participating in ongoing programs designed to reduce and eventually eliminate domestic violence as a societal problem.

Signed this 5<sup>TH</sup> day of October, 2016.

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Richard A. Howard, Commission Chair

Attested & Recorded this 5<sup>th</sup> day of October, 2016

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Janet Paddock, County Clerk

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Larry D. Walrod  
Department: Planning & Building  
Date: Wednesday, October 5, 2016

## **AGENDA ITEM NARRATIVE**

Approval of Rezoning Application #1608-1414 (Piersol) to rezone approximately 15.88 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District.

## **BACKGROUND**

The applicant is requesting to rezone approximately 15.88 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District. The property is located West of Delaware Terrace between Douglas Terrace and Douglas Road.

The purpose for the rezoning is to allow the applicant to split the approximately 15.88 acres, with the existing residence and outbuildings, for refinancing purposes. The applicant would retain the remaining approximately 62.66 acres for agricultural purposes.

The Planning Commission recommended approval of rezoning application #1608-1414 (Piersol) to rezone approximately 15.88 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District.

## **SPECIFIC ACTION REQUESTED**

Staff recommends that the County Commissioners accept the Planning Commission's recommendation and adopt the attached resolution for the approval of Rezoning Application #1608-1414 (Piersol) to rezone approximately 15.88 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District and to amend the Official Zoning Map accordingly.

## **ATTACHMENTS**

Aerial photos (2)  
Resolution

**BOARD OF COUNTY COMMISSIONERS  
OF  
FRANKLIN COUNTY, KANSAS**

RESOLUTION NO. 16- \_\_\_\_\_

**A RESOLUTION AMENDING THE  
OFFICIAL ZONING DISTRICT MAP OF FRANKLIN COUNTY, KANSAS**

WHEREAS, the Franklin County Planning Commission of Franklin County, Kansas, received an application for a Zone Change from Brian and Amy Piersol to rezone approximately 15.88 acres from an A-1 (Agriculture) Zoning District to an R-E (Residential Estate) Zoning District. The property described below lies outside any incorporated city and is described as follows:

**New Tract:**

*A part of a tract of land originally recorded in Deed book 281 page 648 and 649 in the Franklin County Register of Deeds Office in the West Half of the Southwest Quarter of Section 28, Township 18 South, Range 18 East of the Sixth P.M. in Franklin County Kansas. Commencing at the Northwest Corner of the Southwest Quarter of said Section 28; THENCE North 88 degrees 05 minutes 26 seconds East 366.50 feet (345' deed +/-) to the center line of Sac Creek; THENCE South 285 feet more or less along the center line of said Sac Creek to the intersection of the center line of the west branch of Sac Creek; THENCE up the center line of said west branch to the West line of the Southwest Quarter of said Section 28, said point being 220.04 feet measured (220 feet deed) to the Northwest corner of the Southwest Quarter; THENCE South 02 degrees 07 minutes 59 seconds East 729.96 feet; THENCE North 88 degrees 05 minutes 26 seconds East 816.50 feet; THENCE North 02 degrees 07 minutes 59 seconds West 950.00 feet to the North line of said Southwest Quarter; THENCE South 88 degrees 05 minutes 26 seconds West 450.00 feet to the Point of Beginning, containing 15.88 acres, more or less, all in Franklin County Kansas.*

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission has published in the official county newspaper on the 18<sup>th</sup> day of August, 2016, notice of public hearing for said Zoning Change Request; and

WHEREAS, pursuant to K.S.A. 12-757(b), the Franklin County Planning Commission held a public hearing on September 15<sup>th</sup>, 2016 regarding said Zoning Change Request; and

WHEREAS, the Franklin County Planning Commission, on September 15<sup>th</sup>, 2016 in regular session and by a unanimous vote of those members present, approved said Zoning Change request based upon certain findings of fact, whereby recommending that the Official Zoning District Map of Franklin County, Kansas be amended; and

WHEREAS, the Franklin County Board of County Commissioners, after duly reviewing the recommendation of the Planning Commission and considering all public comments and concerns regarding said Zoning Change, find that the rezoning of said property would not be detrimental to the surrounding properties and would be in compliance with the provisions of K.S.A. 12-753, the purpose and intent of the Franklin County Comprehensive Plan and the general welfare of the citizens of Franklin County.

NOW, THEREFORE, BE IT RESOLVED, that the Franklin County Board of County Commissioners does hereby approve the rezoning of the above described tract of land from an "A-1" Agriculture District to an "R-E" Residential Estate District and that the Official Zoning District Map of Franklin County, Kansas be amended to reflect the approved zoning change.

PASSED AND ADOPTED by the Franklin County Board of County Commissioners this 5<sup>th</sup> day of October, 2016. This action shall become effective upon publication in the official county newspaper.

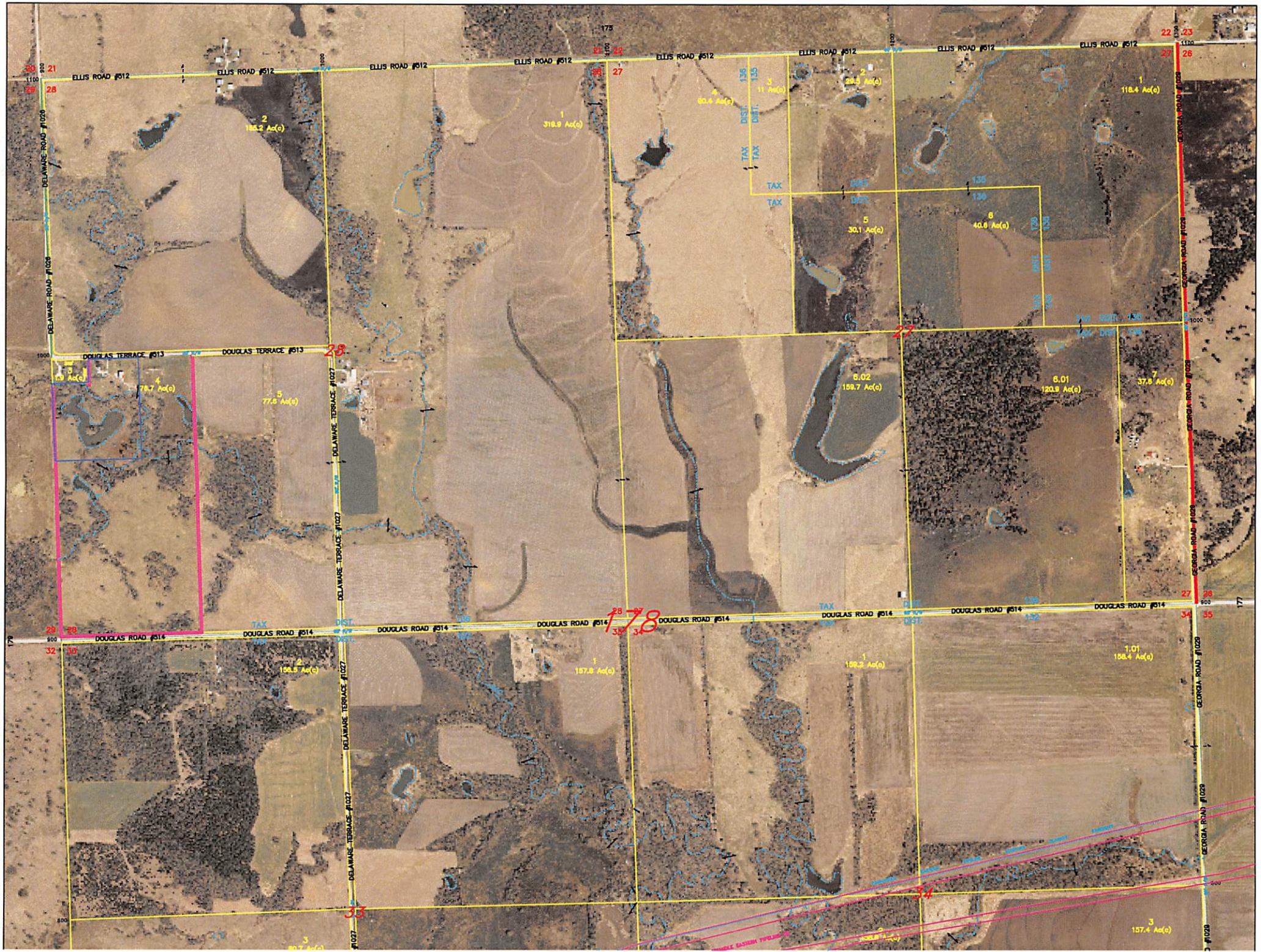
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Richard A. Howard  
Chairman

Received and recorded this the 5<sup>th</sup> day of October, 2016.

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Janet Paddock  
County Clerk



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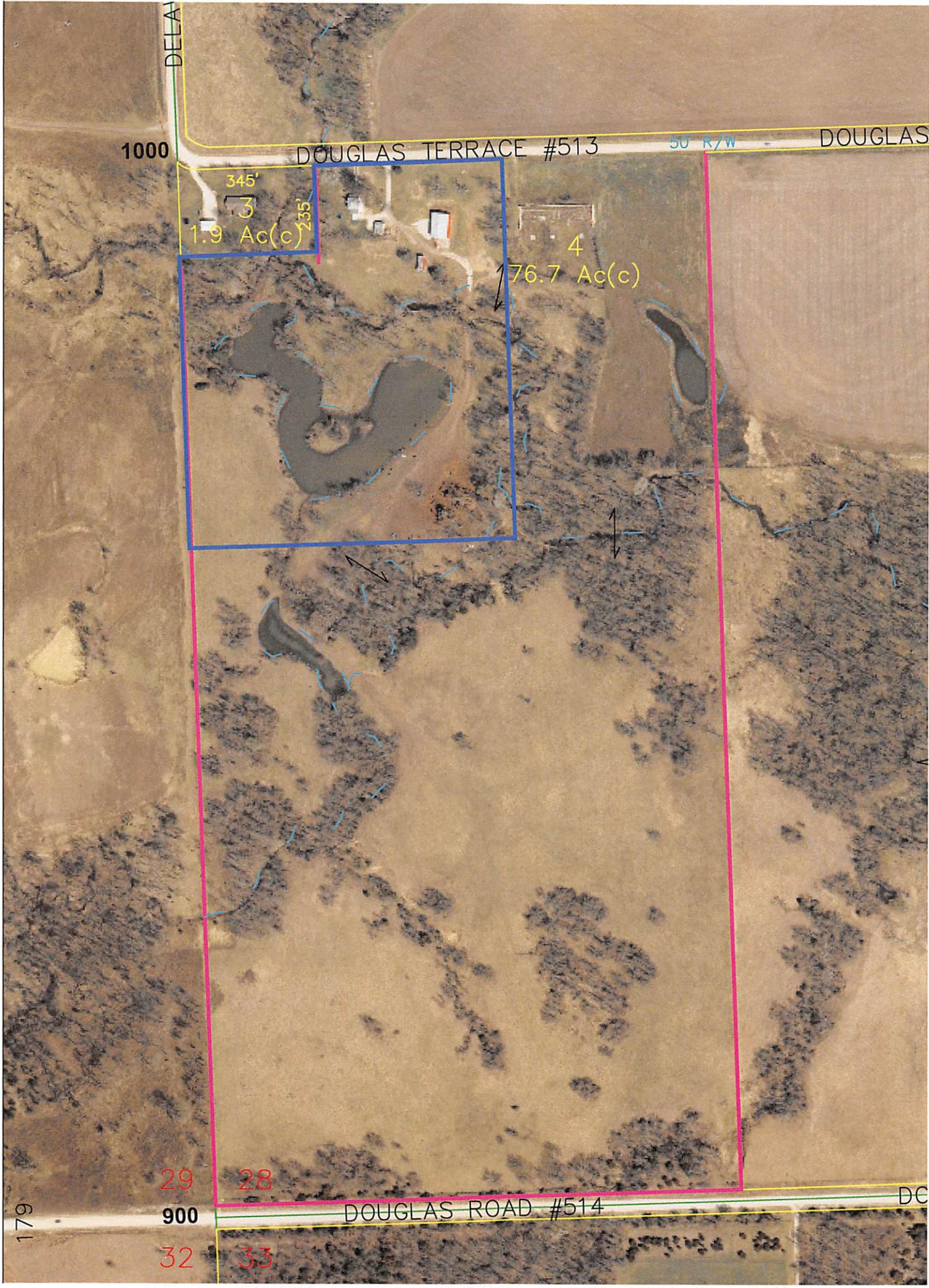
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# Franklin County Agenda Cover Sheet

**To:** Franklin County Board of County Commissioners  
**From:** Alan Radcliffe  
**Department:** Emergency Management  
**Date:** 09-30-16

## AGENDA ITEM NARRATIVE

Consideration to Approve Hazardous Materials Emergency Preparedness Grant Agreement

## BACKGROUND

Franklin County Local Emergency Planning Committee (LEPC) has been awarded \$31,900 in Hazardous Materials Emergency Preparedness (HMEP) funds for the purpose of a 4 county training and exercise program. Franklin County will act as the fiscal agent for Coffey, Osage, and Anderson Counties to put on 2 Hazmat IQ training courses as well as 4 exercises to be hosted in each County. The soft match for this grant is \$7975 to be made up from salaries and volunteer time.

## SPECIFIC ACTION REQUESTED

Respectfully request to sign the authorize Alan Radcliffe to accept the grant on behalf of the Local Emergency Planning Committee.

## ATTACHMENTS

HMEP 2016-2017 Grant Contract

2800 SW Topeka Blvd.  
Topeka, KS 66611-1220



phone: 785-274-1000  
fax: 785-274-1682  
www.kansastag.gov

Major General Lee E. Tafanelli  
The Adjutant General and Director of  
Emergency Management & Homeland Security

Adjutant General's Department

Sam Brownback, Governor

September 19, 2016

To:  
Alan Radcliffe  
305 S. Main  
Ottawa, KS 66067

RE: FFY 2016-2017 Hazardous Materials Emergency Preparedness (HMEP) Grant Agreement

Dear Alan,

The Kansas Division of Emergency Management (KDEM) is pleased to award the Franklin Local Emergency Planning Committee (LEPC) Hazardous Materials Emergency Preparedness (HMEP) grant in the amount of \$31,900 for the FFY 2016-2017 award period.

Enclosed is a grant agreement. Please sign and return the original to:

Kansas Division of Emergency Management  
Attn: Swapan K Saha, Ph.D.  
HMEP Grant Manager  
2800 SW Topeka Blvd  
Topeka, Kansas 66611-1220

As stated in the Grant Contract, all HMEP Grants have an 80/20 split, which means the LEPC has an obligation to match 20% of the total sum of the project. Please refer to 49 CFR Part 18 ([http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr18\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr18_main_02.tpl)) for additional clarification, if needed. It is the LEPC's responsibility to document the hours they have submitted for a soft-match as they fulfill the requirements of the award. All supporting documentation for matches, both hard and soft, must be maintained by LEPC for three years for auditing purposes. For matching clarification, a summary of examples that has been provided by USDOT Research Support Program Administrative (RSPA) Division is provided with this grant contract (**Appendix A**). There is no designated format required for LEPC to track their match, if there is no system in place at the department level then the payroll form, Form 15 may be used. If the LEPC is matching this grant with hard dollars, the source of those funds must be identified, as well as the dollar amount being matched. Final oversight for the financial report and matching documentation should be provided by the Financial Officer or a person who has signing authority for funding. This year Franklin LEPC has a matching responsibility of \$7975 for the FFY 2016-2017 grant award. The LEPC must ensure that its procurement policy adheres to the guideline stated in 2 CFR200.

To be effective, this grant agreement must be signed and returned to KDEM no later than October 21, 2016. Otherwise, funds may be reallocated for other grant related activities. If you have any questions or if you need any additional time, please feel free to contact me at **(785) 274-1419** or email to: [swapan.k.saha.nfg@mail.mil](mailto:swapan.k.saha.nfg@mail.mil).

Sincerely,

A handwritten signature in cursive script that reads "Swapan K Saha".

Swapan K Saha, Ph.D.  
HMEP Grant Manager

Kansas Division of Emergency Management (KDEM) 2016-2017  
Hazardous Materials Emergency Preparedness (HMEP) Grant  
Program Contract

HMEP Grant Award: \$ 31,900

Match (20%): \$ 7,975

Total Cost of the project: \$ 39,875

**FEDERAL AWARD IDENTIFICATION**

Subrecipient (County/LEPC) Name	<b>Franklin</b>
Subrecipient's DUNS number (to be completed by the Subrecipient)	076270719
Federal Award Identification Number:	HM-HMP-0542-16-01-00
Federal Funding Period:	Start Date: 9/30/2016; End Date: 9/30/2017
Project Performance Period:	Start Date: 9/30/2016; End Date: 9/30/2017
Amount of federal funds obligated by this action	\$ 31,900
Total amount of federal funds obligated to the Subrecipient:	<b>\$ 31,900</b>
Total amount of the Federal award:	\$ 365,291.00
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act;	NE KS 4 County Hazmat IQ Training and Exercise
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	<b>Federal awarding agency:</b> USDOT PHMSA; <b>Pass-through entity:</b> The Adjutant General's Department, State of Kansas; <b>Contact information for awarding official:</b> Angelynn T. Morgan, Deputy Director, Kansas Division of Emergency Management, 2800 SW Topeka Blvd. Topeka, 66611; Phone: 785-274-1403
CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA Number: 20.703; Name: The Adjutant General's Department HMEP Dollar Amount Available in 2016-2017: \$365,291 CFDA Number at the time of Disbursement: 20.703
Identification of whether the award is R&D	Not an R&D Project
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs); use NA if not applicable	

Description of In-Kind Match (To be completed by the Subrecipient):

Type of Match (non-Federal)	Description	Amount
Value of responder time, LEPC member time, equipment, facility, materials, travel etc. used for the purpose of the project and not claimed elsewhere as match (Rate * Hours)		
Salary and/or fringe benefit	Salary and volunteer time	7975
Facility space used for training/exercise		
Equipment used for training/exercise (e.g. Fire truck, Ambulance, Tank truck, Cargo tank trailer, etc.)		
Equipment used for training/exercise (e.g. hazardous materials equipment, PPE, etc.)		
Equipment used for training/exercise (describe)		
Materials used for training/exercise (e.g. gasoline, foam, smoke machine, etc.)		
HMEP project related travel (planning/training)		
Hard match (Cash)		
Other (describe)		
<b>Total Match (non-federal and not used for any other federal and/or state funded projects):</b>		

Salaries and/or fringe benefits that have been utilized to match other federal grants such as Emergency Management Performance Grant (EMPG), Hazards Mitigation Grant Program (HMGP), Homeland Security Grant Program (HSGP), Hazardous Materials Instructor Training Grant (HMIT) Program, or any other federal or state grants or cooperative agreements, cannot be used as match for the HMEP grant funded projects.

This grant agreement is entered into between the Kansas Division of Emergency Management (KDEM), a division of the Adjutant General’s Department, State of Kansas, herein called the “State” and Franklin LEPC, herein called the “Subrecipient”.

In reliance upon and in consideration of the mutual representations and obligations hereunder, the State and the Subrecipient agrees as follows:

1. The Subrecipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this agreement. The recipient warrants, represents, and agrees that it and its contractors, subcontractors, employees and representation will comply with all applicable provisions of 2 CFR 200, and 49 CFR 110, and any amendment to this agreement.
2. The Subrecipient agrees that any change in scope of work or proposed activity budget variances in excess of the amount of this agreement shall be approved by the State and United States Department of Transportation (USDOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) in writing prior to an obligation of funds for such activity. Any variance shall be approved by the Subrecipient’s governing body in advance of an obligation of such activity.
3. Per 49 U.S.C § 5116 (e), the recipient must provide 20 percent of the allowable direct and indirect planning and training costs of activities covered under this award from non-Federal sources. Recipients may either use cash (hard match), in-kind (soft-match) contributions, or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR § 110.60.
4. Matching costs and contributions must meet the requirements of 2 CFR § 200.306, including that the costs must meet the same requirements of allowability as apply to HMEP funds. The Subrecipient agrees to provide 20% (non-federal share) of the total cost of all activities covered under the grant award program with non-federal funds. The **Appendix A** lists additional information on the 20% Match Criteria. The Subrecipient agrees that the following shall not be used as match:
  - [Funds utilized for matching purposes under any other federal grant or cooperative agreement.](#)
  - [Funds expended by a recipient agency to qualify for the grant.](#)
5. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent

to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. For example, for the FFY2016-2017 grant projects (if no extension was granted), documentation must be retained through December 31, 2020.

6. The Subrecipient agrees to complete the project in its entirety as indicated in the deadline specified above unless amended in writing by agreement of all parties.
7. The Subrecipient agrees that initial expenses in regards to the execution of the awarded projects will be borne by the Subrecipient. Such expenses cannot be used as match as it occurs prior to the grant award. The Subrecipient will submit request for reimbursement upon completion of the project in its entirety or on a progressive payment basis (pay as you go).
8. The Subrecipients agrees to abide by the 2CFR200.318 General Procurement standards through 200.326 Contract provisions for all procurements made with HMEP grant funds. The Subrecipient therefore agrees to use its own procurement standards subject to the condition that the procurement standards reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2CFR200.318-326. **Appendix B** of this agreement lists the applicable procurement standards.
  - a. If a LEPC uses pass-thru monies they are held to the federal procurement standards unless the LEPC procurement standards deem more restrictive. According to 2CFR 200, adequate number of quotes are needed for purchases \$5,000.00 and above. Formal bids are required for projects exceeding the Simple Acquisition Threshold of \$150,000.
9. Sealed bids using firm fixed price contract require formal advertising, adequate number (three or more) bidders are willing and able to respond and there is public opening of the bids bidders are willing and able to respond, and there is public opening of the bids.
10. Competitive proposals, used when sealed bids is not appropriate, requires advertising, includes a written method for conducting the technical evaluation, responses must be solicited from an adequate number of qualified sources, normally has more than one source submitting an offer and the award is either fixed price or cost reimbursable.
11. Procurement by noncompetitive proposal is used when the items are only available from a single source. One or more of the following must apply:
  - i. Available only through a single source
  - ii. Public exigency or emergency will not permit delay required for competition
  - iii. Awarding agency has expressly authorized a noncompetitive process, or after solicitation of a number of sources
  - iv. After solicitation of a number of sources, competition is deemed inadequate
12. Pass through entities are not required to use state contracts, including statewide mandatory contracts.
13. Every procurement in excess of the Simplified Acquisition Threshold (\$150,000.00) must have a cost or price analysis performed, including contract modifications. Refer to 2 CFR200.323 for details.
14. State Mandatory contracts do not apply to the counties but they can use the contractors since they have already gone through the vetting process and approved by the state.
15. The Subrecipient agrees to provide copies of at least three bids or quotes to KDEM along with proper **justification for selecting a contractor** as listed in **Appendix C**.
16. The Subrecipient agrees that all reimbursement received under this agreement will be held and used by the Subrecipient for the purpose of accomplishing only the approved project and none of the funds so held or received shall be diverted to any other use or purpose.

17. The Subrecipient agrees that any material prepared by the Subrecipient or persons or firms employed or contracted by the Subrecipient shall not be subject to copyright, and the State shall have unrestricted authority to publish, disclose, distribute or otherwise use, in whole or in part, any reports, data or other material prepared under this agreement. The Subrecipient will determine what information is considered sensitive and if that information that will not be published in public domain.
18. The Subrecipient agrees to comply with 2 CFR 200 Subpart F which govern the auditing requirements of these grant monies in accordance with the Single Audit Act, provide the State with a copy of the audit or a letter stating the audit was not required.
19. The Subrecipient agrees to permit the pass-through entity and auditors to have access to the Subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of the section described in 2CFR200.331, §§ 200.300 Statutory and national policy requirements through 200.309 Period of performance, and 2CFR200 Subpart F—Audit Requirements. The Subrecipient agrees that the State and USDOT PHMSA officials shall have full access to any documents or materials relating to this agreement at any reasonable time for grant monitoring and audit purposes.
20. The Subrecipient agrees to accept responsibility for adherence to this agreement. The Subrecipient agrees that the requirements of the scope of work described in **Appendix D** will be met.
21. The Subrecipient agrees that any approval of contracts, sub-contracts, material or service orders, or any other obligation by the Subrecipient or its agents shall not be deemed an obligation by the State, and the State shall not be responsible for fulfillment of the Subrecipient's obligations.
22. The Subrecipient agrees that the pass through agency it may at any time, at its sole discretion, give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the Subrecipient's obligations under this agreement, with or without valuable consideration, upon such terms and conditions as the State may determine to be (a) advisable to further the purpose of the project or to protect the State's financial interest therein, and (b) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it was made.
23. (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.  
(b) Affirmative steps must include:
  - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
24. Upon completion of the approved projects proposed by the Subrecipient for the grant, a project completion report describing the accomplishments, required grant closing paperwork including the grant closing checklists and a detailed financial summary of the projects will be submitted to KDEM by the grant closing deadline specified above. The Subrecipient will also submit a quarterly progress report to KDEM at the end of each quarter using the format provided in **Appendix E**.
25. The Subrecipient shall indemnify, save and hold harmless The Adjutant General's Department/KDEM/USDOT PHMSA, officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Subrecipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this agreement.

26. In the event that the State or an audit has determined that the Subrecipient has failed to comply with this agreement, the Subrecipient shall perform remedial actions to correct the deficiency, as determined by the State which may include:
- Repayment or reimbursement of federal funds spent inappropriately to the State;
  - The return of federal funds deposited at the Subrecipient's local financial institution to the State;
  - The return of any equipment, materials or supplies purchased, leased or lease purchased using federal funds to the State or supplier; and
  - Other actions as the State deems appropriate
27. The Subrecipient agrees to abide by the following conditions and all contracts made by the Subrecipients under the Federal award shall contain provisions covering the following, as applicable.
- I. (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - II. (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - III. (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
  - IV. (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation.
  - V. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
  - VI. (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that

no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- VII. (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
  - VIII. (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
  - IX. (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
  - X. (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 28. The Subrecipient agrees that the State may terminate this agreement in whole or in part, at any time before the date of completion, whenever it is determined by the State that the Subrecipient has failed to comply with the conditions of this agreement. The State shall notify the Subrecipient in writing of the determination and the reasons for the termination, together with the effective date. The Subrecipient shall not incur new obligations for the terminated portion after the effective date of the revocation of the agreement, and it shall be the Subrecipient’s duty to cancel all outstanding obligations that are legally possible.
  - 29. The Subrecipient certifies that the counties that are participating in this project are not debarred or suspended or is otherwise not excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension.”
  - 30. The Subrecipient certifies that the contractor that is/will be hired for this project is not debarred or suspended or is otherwise not excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, “Debarment and Suspension.”
  - 31. The subrecipient accepts all responsibilities for entering into contract with a vendor and subsequent completion of the project. If the subrecipient hires a vendor that is contacted by the state, the subrecipient should ensure that the project will be completed without further modification in accordance with the contract even if the contract between the state and the vendor expires during the execution of the project.
  - 32. Your county has elected to conduct an exercise that was procured under an amendment to State of Kansas contract #40237 with The Blue Cell as the vendor. That contract amendment expires on January 31, 2017; as

such, the exercise contract must be in effect on or before January 31, 2017 to be in compliance with 2 CFR 200.320. The exercise may be completed anytime during the grant performance period of October 1, 2016 to September 30, 2017.

Certification:

By signing this document, I certify that the Franklin LEPC agrees to abide by the terms and conditions stated in this agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

<b>Subrecipient Name and Title</b>	<b>State Authorized Representative</b>
<b>Alan Radcliffe LEPC Chair</b>	<b>Angelynn T. Morgan, Deputy Director</b>
Name and Title of the Authorized Applicant Agent (LEPC Chair, Agency Director, etc.)	Name and Title of Authorized KDEM Official

<b>Subrecipient Acceptance</b>		<b>KDEM Approval</b>	
Signature of the Authorized Applicant Agent	Date	Signature of Authorized KDEM Official	Date

## Appendix A

### (20% Match Criteria)

#### **§ 200.306 Cost Sharing or Matching**

(a) Under Federal research proposals, voluntary committed cost sharing is not expected. It cannot be used as a factor during the merit review of applications or proposals, but may be considered if it is both in accordance with Federal awarding agency regulations and specified in a notice of funding opportunity. Criteria for considering voluntary committed cost sharing and any other program policy factors that may be used to determine who may receive a Federal award must be explicitly described in the notice of funding opportunity. Furthermore, only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs. See also §§ 200.414 Indirect (F&A) costs, 200.203 Notices of funding opportunities, and Appendix I to Part 200—Full Text of Notice of Funding Opportunity.

(b) For all Federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under Subpart E—Cost Principles of this part;
- (5) Are not paid by the Federal government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

(c) Unrecovered indirect costs, including indirect costs on cost sharing or matching may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.

(d) Values for non-Federal entity contributions of services and property must be established in accordance with § 200.434 Contributions and donations. If a Federal awarding agency authorizes the non-Federal entity to donate buildings or land for construction/facilities acquisition projects or long-term use, the value of the donated property for cost sharing or matching must be the lesser of paragraphs (d)(1) or (2) of this section.

(1) The value of the remaining life of the property recorded in the non-Federal entity's accounting records at the time of donation.

(2) The current fair market value. However, when there is sufficient justification, the Federal awarding agency may approve the use of the current fair market value of the donated property, even if it exceeds the value described in (1) above at the time of donation.

(e) Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved project or program. Rates for third-party volunteer services must be consistent with those paid for similar work by the non-Federal entity. In those instances in which the required skills are not found in the non-Federal entity, rates must be consistent with those paid for similar work in the labor market in which the non-Federal entity competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.

(f) When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable, and otherwise allowable, and indirect costs at either the third-party organization's approved federally negotiated indirect cost rate or, a rate in accordance with § 200.414 Indirect (F&A) costs, paragraph (d), provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.

(g) Donated property from third parties may include such items as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. Value assessed to donated property included in the cost sharing or matching share must not exceed the fair market value of the property at the time of the donation.

(h) The method used for determining cost sharing or matching for third-party-donated equipment, buildings and land for which title passes to the non-Federal entity may differ according to the purpose of the Federal award, if paragraph (h)(1) or (2) of this section applies.

(1) If the purpose of the Federal award is to assist the non-Federal entity in the acquisition of equipment, buildings or land, the aggregate value of the donated property may be claimed as cost sharing or matching.

(2) If the purpose of the Federal award is to support activities that require the use of equipment, buildings or land, normally only depreciation charges for equipment and buildings may be made. However, the fair market value of equipment or other capital assets and fair rental charges for land may be allowed, provided that the Federal awarding agency has approved the charges. See also § 200.420 Considerations for selected items of cost.

(i) The value of donated property must be determined in accordance with the usual accounting policies of the non-Federal entity, with the following qualifications:

(1) The value of donated land and buildings must not exceed its fair market value at the time of donation to the non-Federal entity as established by an independent appraiser (e.g., certified real property appraiser or General Services Administration representative) and certified by a responsible official of the non-Federal entity as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) (Uniform Act) except as provided in the implementing regulations at 49 CFR part 24.

(2) The value of donated equipment must not exceed the fair market value of equipment of the same age and condition at the time of donation.

(3) The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.

(4) The value of loaned equipment must not exceed its fair rental value.

(j) For third-party in-kind contributions, the fair market value of goods and services must be documented and to the extent feasible supported by the same methods used internally by the non-Federal entity.

**\*\* Example: Hazmat Training Provided By a LEPC:**

HMEP Reimburses for the Instructor's Fee or the Course Fee – This is the HMEP award amount received by the LEPC (\$20,000.00)

Salary & Benefit of the Responders While Attending Training, or the Facility Space – LEPC uses as the 20% Match amount (\$5,000)

The total cost of training (\$25,000.00) thus can be counted as the sum of all costs to carry out an activity. For providing a hazmat training, it can be considered as the sum of course fees, salary and benefits that is used as match (of the responders while in training), facility space required for providing the training, etc.

# Appendix B

## Procurement Standards

### **§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including Subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

### **§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

### **§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of

the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

### **§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method,

where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

**§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA

guidelines.

**§200.323 Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**§200.324 Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

#### **§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

**Appendix C**  
**Selection of a Contractor**

The Franklin LEPC has chosen the following contractor for the project. Three copies of quotes/bids are included with this grant contract\*\*. Justification for selecting the contractor is provided below (attach pages if necessary)

\*\* If the LEPC has already provided three quotes/bids with the original application, refer to that section the application

<b>Subrecipient Acceptance</b>	<b>KDEM Approval</b>
	<b>Angelynn T. Morgan, Deputy Director</b>
Name and Title of the Authorized Applicant Agent (LEPC Chair, Agency Director, etc.)	Name and Title of Authorized KDEM Official

Signature of the Authorized Applicant Agent	Date	Signature of Authorized KDEM Official	Date

## Appendix D

### Scope of Work

Scope of the Awarded HMEP Project: NE KS 4 County Hazmat IQ Training and Exercise

The Subrecipient will complete the work as stated in the Franklin LEPC 2016-2017 HMEP grant proposal. The Subrecipient shall not change in the Scope of Work of project without written formal approval from KDEM/USDOT PHMSA.

The Franklin LEPC certifies that the 20% match for this project has not and will not be utilized for matching purposes under any other federal or state grant (e.g. Emergency Management Performance Grant, Hazards Mitigation Grant Program, Homeland Security Grant Program, or any state grant program) or cooperative agreement nor it was expended by a recipient agency to qualify for the grant.

Sub Grantee Authorized Representative Signature

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Organizational Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix E

### HMEP Quarterly Progress Report

LEPC/Agency: Franklin

Project Title: NE KS 4 County Hazmat IQ Training and Exercise

Please provide a summary of the project completed during the previous quarter:

1. Please provide a narrative detailing how planning and training goals and objectives for the HMEP grant were achieved during this performance period:
  
  
  
  
  
  
  
  
  
  
2. Please provide a brief description of any issues or delays that impacted the HMEP grant recipients ability to utilize or administer its HMEP award:
  
  
  
  
  
  
  
  
  
  
3. If 50% or less of your HMEP grant award has been expended to date (mid-year), or less than 100% of your HMEP grant award has been expended to date (year-end), please briefly describe the reason for the unexpended balance and how your agency plans to resolve the balance before the end of the performance period:
  
  
  
  
  
  
  
  
  
  
4. Please provide a narrative detailing how the LEPC through the use of HMEP planning and training funds, is better able to handle accidents and incidents involving the transport of hazardous materials.

Total expenses incurred during the previous quarter:	
Current balance:	
Tentative date for completion of the project:	

Sub Grantee Authorized Representative Signature

Printed Name: \_\_\_\_\_

Organizational Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Franklin County Agenda Cover Sheet

**To:** Franklin County Board of County Commissioners  
**From:** Alan Radcliffe  
**Department:** Emergency Management  
**Date:** 09-30-16

## AGENDA ITEM NARRATIVE

Consideration of Approval For Portable Message Board Acceptance Agreement

## BACKGROUND

The North East Regional Homeland Security Region has purchased Portable Message Boards. These message boards are hosted throughout the 23 counties that make up this region. Franklin County is being asked if they will host a message board. The cost to the County would be any maintenance and upkeep that maybe incurred over the lifetime of this piece of equipment. This message board can be used for any local event. In the event that the message board is not being used locally other jurisdictions can request it. We have used the message boards in Coffey and Osage Counties several times a year over the last couple years.

## SPECIFIC ACTION REQUESTED

Respectfully request to sign the Acceptance Agreement for the Portable Message Board.

## ATTACHMENTS

Equipment Acceptance Agreement  
Ver-Mac Brochure



..... **PCMS-1210/PCMS-1210QS**

Ver-Mac's PCMS-1210/PCMS-1210QS are 3-line and 8 characters per line trailer-mounted portable changeable message signs. They feature the Opti Power lens, Tilt-and-Rotate solar panels, JamLogic fleet management software (modem required) and optional Stealth Technology. Both units combine energy-efficient design and high-quality construction to provide the most reliable and cost-effective message signs on the market. PCMS-1210 comes with our NTCIP-compliant V-Touch controller and PCMS-1210QS with a hand-held controller. PCMS-1210 and PCMS-1210QS are the perfect 3-line models to be used for highway construction projects.

**V-TOUCH CONTROLLER**

Ver-Mac's PCMS-1210 comes with our innovative V-Touch controller, the industry's most functional and easy-to-use controller!

- **NTCIP compliant**
- **Easy-to-read** – 7-inch (178 mm) color LCD pressure-sensitive display screen
- **User-friendly** – one-click icon-based menu items
- **Time-saving** – create your own library of messages
- **Simple to operate** – the intuitive point-n-go icons ensure quick and easy commands to display or edit messages
- **Additional functionalities** – scheduling, sign diagnostics, pin-protected security, and much more



**HAND-HELD CONTROLLER**

The PCMS-1210QS comes with a hand-held controller

- **Quick programming** – change a message in four quick steps
- **Hand-held convenient design** – removable and interchangeable





### JAMLOGIC FLEET MANAGEMENT SOFTWARE

Equip the PCMS-1210 with Ver-Mac's high-speed modem with GPS and maximize your productivity, efficiency and profitability all remotely from your office or home! The JamLogic software is FREE and you get all the updates at no charge!

- Monitor, maintain and manage your signs from any PC, laptop, tablet or smartphone
- View your equipment in a list and GPS map view
- Change a message on one or more signs simultaneously with a simple click
- View your messages and battery voltages
- Group your signs in folders (by customer, location, project... you choose!)
- Receive e-mail or text alerts – optional (low battery, cellular failure, etc.)

### SEGMENTS

- Highway construction
- Department of Transportation (DOT)
- City and county
- Smart Work Zone
- Special events

### DISPLAY

- Display panel: 71 in. x 133 in. (1800 mm x 3383 mm)
- 4 LEDs per pixel
- Up to 3 lines of 8 characters per line
- 5 x 7 pixels per character
- Display sign rotates 360 degrees for perfect setting
- Plug-and-play display modules for simplified maintenance

- 1-year warranty on complete trailers
- 2-year warranty on electronics manufactured by Signalisation Ver-Mac Inc.

### ENERGY-EFFICIENT DESIGN

- OPTI POWER LENS – The encapsulated design maximizes each LED output to create bolder and brighter characters while utilizing less energy.
- TILT-AND-ROTATE SOLAR PANELS – Panels tilt to a 45-degree angle to provide maximum solar recharging during all four seasons.
- Designed to run 12 months in most regions without manual charging.
- Various configurations of solar panels and batteries are available to meet your needs.

### HIGH-QUALITY CONSTRUCTION

- Powder coating superior finish – impact, humidity, salt spray and rust resistant
- 4 leveling jacks – for stabilization and easy transportation
- Electro-hydraulic lift mechanism – for quick and effortless deployment
- Heavy-duty plastic fenders – for durability and easy replacement
- Plastic battery boxes – to minimize battery corrosion
- Lockable control box – for security
- 2-in. (51 mm) coupler or 3-in. (76 mm) pintle eye – for easy towing

### STEALTH TECHNOLOGY (OPTIONAL)

Ver-Mac's innovative Stealth Technology design will help you significantly reduce your battery maintenance and repair costs. This technology combines two great innovations:



Cleverly hidden battery compartment – deter thieves from stealing batteries



Long-lasting sealed batteries – no maintenance required

### DIMENSIONS AND WEIGHT

- Overall length: 178 in. (4512 mm)
- Overall width: 86 in. (2189 mm)
- Traveling height: 108 in. (2731 mm)
- Operating height: 193 in. (4909 mm)
- Axle/suspension: 1588 kg (3,500 lb.)
- Weight (approx.): 934 kg (2,060 lb.)

### OPTIONS

- Modem
- Cell plan
- Battery charger
- Tongue wheel jack
- Radar
- Data logger
- PTZ camera
- Stealth Technology

Other options are available to meet your needs.

YOUR LOCAL DISTRIBUTOR



**VER-MAC**

**NORTH East KANSAS  
REGIONAL HOMELAND SECURITY COUNCIL**

**Equipment / Materials Acceptance Agreement  
FY 16 Program Year**

Franklin County, as a member of the North East Kansas Regional Homeland Security Council, certifies it has reviewed the list of equipment and materials described below and has indicated its willingness to accept or decline the items named.

We also acknowledge Franklin County will be obligated to sign a Memorandum of Understanding (MOU) at a later date regarding the use and maintenance of any equipment received as required by the Kansas Highway Patrol in its administration of the Homeland Security Program.

Equipment / Materials/Service/Training List	Department Assignment
<u>Ver-Mac Portable message board</u>	<u>Emergency Management</u>

(See attached sheet if additional items are named)

**Sign one or the other statements below and date.**

I do hereby **accept** this equipment for Franklin County, Ks.

\_\_\_\_\_ **Authorized Signature & Title**

I do hereby **decline** this equipment for \_\_\_\_\_ County, Ks.

\_\_\_\_\_ **Authorized Signature & Title**

Date: \_\_\_\_\_

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: James M. Haag, Jr.  
Department: Public Works  
Date: Wednesday, September 5, 2016

## **AGENDA ITEM NARRATIVE**

Consider awarding the tire bid to GCR Truck Tire Centers in the amount of \$20,844.61.

## **BACKGROUND**

The Department solicited faxed bids for tires. Three faxed bids were received. The bid from GCR Truck Tire Centers was the lowest bid received.

## **SPECIFIC ACTION REQUESTED**

Motion awarding the tire bid to GCR Truck Tire Centers in the amount of \$20,844.61.

## **ATTACHMENTS**

Bid Tabulation for Tires

**TIRE BID SUMMARY  
SEPTEMBER 15, 2016**

	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>	<b>TOTAL</b>
	<b>BRIDGESTONE</b>	<b>FIRESTONE</b>	<b>DEESTONE &amp; UNICURE</b>	
<b>BID 1-BECKER</b>	INCOMPLETE	INCOMPLETE	NO BID	
	\$ 5,148.78	\$ 4,764.60	\$0.00	\$ 9,913.38
<b>BID 2-GCR</b>	\$ 4,923.78	\$ 5,350.35	\$ 10,570.48	\$ 20,844.61
<b>BID 3-CROSS</b>	\$ 5,018.24	\$ 5,669.67	\$ 10,963.22	\$ 21,651.13

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Derek Brown  
Department: County Counselor  
Date: 10/05/2016

## **AGENDA ITEM NARRATIVE**

Consideration To Approve The Sale Of General Obligation Temporary Notes, Series 2016, of Franklin County, Kansas (Kingman and Montana Road Improvements).

## **BACKGROUND**

March 16, 2016, the Board adopted Resolution No. 2016-04 authorizing the issuance of general obligation bonds of the County in an amount not to exceed \$11,000,000 for the purpose of paying the costs of the design, improvement and construction of Kingman Road from US\_59 to Montana Road; the intersection of Kingman and Montana Roads; and Montana Road from Kingman Road to the I-35 overpass, with all necessary stormwater enhancements and related appurtenances (the “Road Project”);

## **SPECIFIC ACTION REQUESTED**

Approve sale of general obligation temporary notes, series 2016.

## **ATTACHMENTS**

Resolution

**RESOLUTION NO. 16-\_\_**

**A RESOLUTION AUTHORIZING THE SALE OF GENERAL OBLIGATION  
TEMPORARY NOTES, SERIES 2016, OF FRANKLIN COUNTY, KANSAS  
(KINGMAN AND MONTANA ROAD IMPROVEMENTS).**

**WHEREAS**, pursuant to K.S.A. 19-101a *et seq.*, and upon completion of the procedures set forth in Charter Resolution No. 2012-01 (the “Charter Resolution”) of Franklin County, Kansas (the “County”), adopted on December 19, 2012, the Board of County Commissioners (the “Board”) is authorized to issue general obligation bonds of the County for the purpose of financing the construction, repair or reconstruction of any road, bridge or culvert within the County;

**WHEREAS**, on March 16, 2016, the Board adopted Resolution No. 2016-04 authorizing the issuance of general obligation bonds of the County in an amount not to exceed \$11,000,000 for the purpose of paying the costs of the design, improvement and construction of Kingman Road from US-59 to Montana Road; the intersection of Kingman and Montana Roads; and Montana Road from Kingman Road to the I-35 overpass, with all necessary stormwater enhancements and related appurtenances (the “Road Project”);

**WHEREAS**, Resolution No. 2016-04 was published in accordance with the requirements of the Charter Resolution, and no petition in opposition to the issuance of general obligation bonds to pay the cost of the Road Project was received by the County Clerk within 60 days following publication of such Resolution;

**WHEREAS**, the Board does hereby find and determine that it is desirable that the County issue its General Obligation Temporary Notes, Series 2016 (the “Notes”), for the purpose of providing interim financing for a portion of the costs of the Road Project; and

**WHEREAS**, the Board desires to authorize the firm of George K. Baum, Kansas City, Missouri (the “Financial Advisor”), to serve as Financial Advisor for the Notes;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY, KANSAS, AS FOLLOWS:**

**Section 1.** The Notes, in the principal amount of approximately \$1,000,000, of the County shall be offered for sale in the manner herein described.

**Section 2.** The County, in consultation with the County’s Financial Advisor and the County’s Bond Counsel, Kutak Rock LLP (“Bond Counsel”) (collectively, the “Finance Group”), is authorized and directed to negotiate the sale of the Notes and to solicit bids from banks or investment banking firms to purchase the Notes. Following review of the bids received with respect to the Notes, the Finance Group is directed to report to the Board on the results of such negotiation and bids at its meeting to be held on October 26, 2016.

**Section 3.** The terms and details of the Notes will be provided in a resolution which will be considered at the Board’s regular meeting on October 26, 2016.

**Section 4.** The County agrees to enter into a written agreement or contract on or before the date of delivery of the Notes to provide ongoing disclosure about the County for the benefit of the holders of the Notes if required by Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”). The County may further designate Kutak Rock LLP as an agent of the County for the purpose of assisting the County, on request, with obtaining and disseminating information in connection with the Rule.

**Section 5.** The Finance Group and the other officers and representatives of the County are authorized and directed to take such other action as may be necessary to carry out the sale of the Notes, including execution of the Fiduciary Engagement Agreement between the County and the Financial Advisor with respect to the Notes in the form on file with the County Clerk.

**Section 6.** This Resolution shall be in full force and effect from and after its adoption.

**ADOPTED** by the Board of County Commissioners of Franklin County, Kansas on October 5, 2016.

**FRANKLIN COUNTY, KANSAS**

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Chairman

(Seal)

ATTEST:

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Janet Paddock  
County Clerk

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Derek Brown  
Department: County Counselor  
Date: 10/5/2016

## **AGENDA ITEM NARRATIVE**

Consider Appointing a Voting Delegate and Alternate Voting Delegate to Represent Franklin County At The KCAMP 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 KCAMP annual meeting.

## **SPECIFIC ACTION REQUESTED**

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

## **ATTACHMENTS**

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Derek Brown  
Department: County Counselor  
Date: 10/3/16

## **AGENDA ITEM NARRATIVE**

Consider filling a vacancy on the Ransom Memorial Hospital Board of Trustees.

## **BACKGROUND**

John Coen has served on the Board of Trustees and would like consideration to serve on the Board of Trustees for another four-year term.

## **SPECIFIC ACTION REQUESTED**

Reappoint John Coen to the Board of Trustees

## **ATTACHMENTS**

Letter of Intent

**John C. Coen**

**4418 Nebraska Terrace  
Wellsville, Kansas 66092  
johncoen56@gmail.com  
785.241.4558 – cell**

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September 26, 2016

Franklin County Board of Commissioners  
ATTN: Mr. Jon Holmes – Administrator  
1428 South Main Street – Suite #2  
Ottawa, Kansas 66067

Dear Honorable Commissioner Rick Howard (president), Honorable Commissioner Roy Dunn, Honorable Commissioner Steven Harris, Honorable Commissioner Randall Renoud, and Honorable Commissioner Colton Waymire:

Thank you for the trust you have placed in me to represent the citizens of Franklin County on the Ransom Memorial Hospital Board of Trustees. It is truly a rewarding and educational experience and I hope I am living up to your expectations of service. I feel RMH has made great advances over the last several years and continues to strive to offer our local citizens an advanced healthcare facility with competent staff and modern equipment.

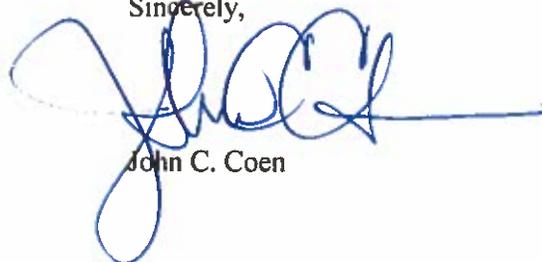
I'm asking you to place trust in me for another 4-year term of service. I feel the constituencies and strengths which I represent are:

- The voice of local business and industry through my professional connections at the Chamber;
- The citizens of Northeast Franklin county (Wellsville area), agriculture and farming, as a result of my residence at 4418 Nebraska Terrace in rural Wellsville for over 30 years;
- An institutional knowledge from being a 60-year resident and 5<sup>th</sup> generation citizen of Franklin County.

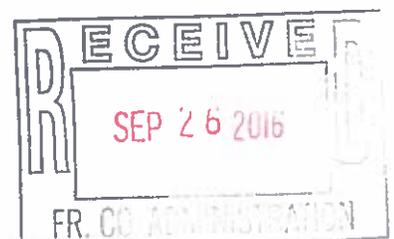
I strive to make myself available to anyone who has questions or wants more information regarding our local healthcare institute. When considering major decisions which impact the hospital and the health and wellness of our entire community, I always considered healthy initiatives, wellness strategies, and the needs for caring for a diverse population of multiple social statuses – always with consideration of RMH's financial position.

I greatly respect and appreciate the trust which the County Commission has endowed to all trustees to manage this very important institution in our community. With all humility, thank you.

Sincerely,



John C. Coen



# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Derek Brown  
Department: County Counselor  
Date: 10/3/16

## **AGENDA ITEM NARRATIVE**

Consider filling a vacancy on the Ransom Memorial Hospital Board of Trustees.

## **BACKGROUND**

Kenneth J. Frank, M.D. has served on the Board of Trustees since 2012.

## **SPECIFIC ACTION REQUESTED**

Reappoint Kenneth J. Frank, M.D. to the Board of Trustees

## **ATTACHMENTS**

Letter of Application.

# Frank Eye Center, P.A.

Kenneth J. Frank, M.D.

William H. Campbell, M.D.

Comprehensive Medical and Surgical Eye Care

1401 S. Main  
Ottawa, KS 66067  
Phone (785) 242-4242  
Fax (785) 242-7885

September 20, 2016

Franklin County Commission

Dear Sirs:

First, I would like to thank you for the opportunity to serve our community on the Ransom Memorial Hospital Board of Trustees for the last four years. As you know, I was appointed to the Board beginning in October of 2012. I filled the seat vacated by Dr. Bud Gollier, upon his decision to not request another term. Since that time, we have seen the resignation of our long-standing and excellent hospital administrator, Larry Felix, followed by the search and hire of another excellent administrator, Matt Heyn.

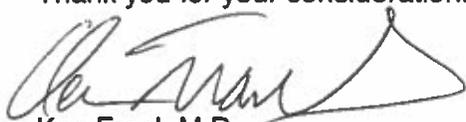
With Matt's guidance, we have embarked on some exciting and broadening changes to our hospital. These include the hiring of all Emergency Medicine-trained specialists to staff our ER, the contractual cooperation with Ottawa Family Physicians to provide our hospitalist care, and the pending physical plant expansion of our Emergency Department, to name a few. While such projects require capital outlay, we continue to strive for fiscal responsibility, and will be able to accomplish these goals without acquiring any debt.

These improvements to the health care of our county would not be possible without the ongoing support of you, our county commission, both by your involvement with our facility and the continued sales tax support. We are so grateful for the involvement of Colt Waymire directly with our board, and his input is very valuable. We also strive to be good stewards of the county sales tax support, and will continue to exercise prudence in its application.

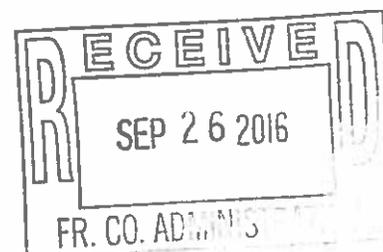
I humbly request consideration for serving another term on the hospital Board. I understand there is benefit to some turnover on such a board, with the opportunity for fresh faces and fresh ideas. However, there is also much value in continuity. I would also suggest there is value in keeping a physician on the Board. To my knowledge, I am one of only two physicians who both work and live in our community and who are not employed by RMH in some way.

My service on the Board is not something I take lightly. My family and I have made Ottawa our home since I completed my training over 20 years ago, and we have been greatly blessed to do so. I feel a special affinity for our local health care delivery system, and I consider it a great responsibility and privilege to serve our community in this way.

Thank you for your consideration.



Ken Frank M.D.



# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Derek Brown  
Department: County Counselor  
Date: 10/3/2016

## **AGENDA ITEM NARRATIVE**

Consider authorizing staff to issue Requests for Proposals (RFPs) for mold remediation services at the Franklin County District Court Building.

## **BACKGROUND**

At its October 3, 2016, Study Session, the Board received a report from Paul Golden, Maintenance Director, discussing the presence of mold at the Franklin County District Court Building. The existence of mold was verified during an Environmental Survey that took place at the District Court Building on August 12 & 15, 2016. While the presence of "black mold" was not detected, remediation is needed. Even though the County has begun efforts to rectify the issue, it does not have the staff or equipment to conduct a full scale remediation. To that end the services of a contractor who specializes in this area are need.

## **SPECIFIC ACTION REQUESTED**

Motion authorizing staff to issue RFPs regarding mold remediation at the District Court Building.

## **ATTACHMENTS**

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Derek Brown  
Department: County Counselor  
Date: 10/3/2016

## **AGENDA ITEM NARRATIVE**

Consider Approving "Severance Agreement and Release" by and between the Franklin county Board of County Commissioners and Jon Holmes.

## **BACKGROUND**

## **SPECIFIC ACTION REQUESTED**

Motion to approve "Severance Agreement and Release"

## **ATTACHMENTS**

Severance agreement and Release

## SEVERANCE AGREEMENT AND RELEASE

This Severance Agreement and General Release (hereinafter the "Agreement") is entered into by Jon Holmes (hereinafter "Employee") and the Franklin County Board of County Commissioners (hereinafter "Employer"). Employee and Employer may be collectively referred to herein as the "parties" or individually as a "party."

**WHEREAS**, Employee was employed by the Franklin County Board of County Commissioners, as the County Administrator, but now his employment has ended.

**WHEREAS**, both Employer and Employee desire to resolve and settle all disputes that Employee may have against Employer and any other Releasee (as later defined herein) including, but not limited to, all disputes relating to or arising out of Employee's employment with Employer and the termination of his employment with Employer.

**WHEREAS**, Employer wishes to pay Employee a certain severance payment to ease his career transition, provided that Employee signs a release of any and all suits, demands, claims, and causes of action as further set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and in light of the foregoing Recitals, which are incorporated herein by reference, Employee and Employer agree to the following provisions set forth in this Agreement.

1. Employee is advised by Employer to consult with an attorney before signing this Agreement. Employee agrees that this Agreement contains a general release, which is to be construed to the broadest extent allowed by law. As defined herein and as used in this Agreement, the term "Releasee" or "Releasees" means the Franklin County Board of County Commissioners, other Franklin County Elected Officials, Franklin County Appointed Officials and any and all former and current agents, employees, members, directors, investors, consultants, owners, officers, managers, administrators, representatives, benefit plans, benefit administrators, shareholders, stockholders, board of directors, board members, attorneys, partners, limited partners, divisions, centers, clinics, offices, hospitals, insurance carriers, parents, subsidiaries, affiliates, predecessors, successors and assigns of, or who work at, or who perform services at, Franklin County. Employee agrees that this Agreement shall bind his and his heirs, children, agents, trustees, attorneys, representatives, spouse, successors and assigns, and shall inure to the benefit of the Releasees.

2. The parties agree that this Agreement is not an admission of any fault, liability, or wrongdoing by Employee or any Releasee, and that Employee and all Releasees expressly deny any fault, liability, or wrongdoing. Neither the execution of this Agreement nor the payment of the consideration herein specified will constitute an admission by Releasees, or any of them, of any violation of law or contract.

3. The parties represent and warrant that neither they nor their attorneys have made any promise or representation to the other regarding this Agreement except as strictly contained

in this Agreement, and in signing this Agreement, none of the parties herein rely upon any such promise or representation other than what is set forth in this Agreement.

4. Employee agrees that the severance payment set forth in this paragraph constitutes sufficient, independent, binding consideration for the promises, agreements, releases, and waivers contained herein, and Employee agrees that he accepts the consideration in full and final settlement of any and all demands, claims, suits and causes of action that he has or may have had against Employer or the other Releasees prior to his signing this Agreement. Conditioned upon Employee satisfying the provisions of paragraph 13 of this Agreement and signing and not revoking this Agreement as further set forth in paragraph 19 of this Agreement, Employer or its designee will pay or cause to be paid to Employee as the sole payee on a lump sum basis the sum of thirty thousand dollars (\$30,000) less all tax withholdings and applicable deductions (and thus reducing the amount Employee actually receives), within twenty-one (21) days after Employee signs this Agreement.

5. Employer agrees not to contest Employee's claim for unemployment compensation benefits should Employee apply for such benefits. Employee understands that the decision whether or not to award such benefits to Employee is in the sole discretion of the State of Kansas and that Employee's receipt of the consideration described in paragraph 2 may have an impact on Employee's receipt of unemployment compensation benefits, if any.

6. For the consideration set forth above in paragraph 4 of this Agreement, Employee hereby fully and forever releases Employer and all other the Releasees from any and all claims, demands, actions, suits, causes of action, judgments, and liabilities of any kind whatsoever in law, equity, or otherwise, whether known or unknown, suspected or unsuspected, prior to his signing this Agreement including, but not limited to, all demands, claims, suits, and causes of action arising out of Employee's employment with Employer and the ending of his employment with Employer, including, but not limited to, the following:

a. Any and all demands, claims, suits, and causes of action under 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act ("ADEA"), the Family and Medical Leave Act (FMLA), the Civil Rights Act of 1866, the Pregnancy Discrimination Act of 1978, the anti-discrimination and anti-retaliation laws of the States of Kansas and any amendments thereto, the Employee Retirement Income Security Act (ERISA) and any amendment thereto, the Civil Rights Act of 1991 and any amendment thereto, or any other federal, state or local statute or law prohibiting discrimination including, but not limited to, any such statute or law prohibiting discrimination on the basis of race, sex, gender, creed, color, religion, ancestry, marital status, national origin, age, or mental or physical disability, and any claim for retaliation under or pursuant to any of the aforementioned laws; and

b. any and all demands, claims, suits, and causes of action based on any previous contract, understanding, or agreement, whether written or oral, express or implied, including, but not limited to, any previous employment agreement, or any

demand, claim, suit, or cause of action based on any covenant of good faith or fair dealing; and

c. any and all demands, claims, suits, and causes of action based on the violation of public policy, interference with contract, workers' compensation retaliation, whistleblowing or other retaliation, misrepresentation, defamation, invasion of privacy, interference with prospective economic advantage, and intentional or negligent infliction of emotional distress or negligence; and

d. any and all demands, claims, suits, and causes of action for damages including, but not limited to, any general, compensatory, special, liquidated, actual, or punitive damages or statutory penalties (including all recurring and nonrecurring losses), any lost interest, salary, earnings, commissions, wages, statutory penalties, bonuses, or other employment benefits or monies based on the loss of either back pay, front pay, bonuses, or other salary, earnings, or wages, any loss of consortium or any damage because of emotional distress, pain and suffering, mental distress or humiliation, any loss of reputation or community standing, and any claim to equitable relief, including any injunctive, declaratory, or other equitable relief, or any claim for attorney's fees, expenses, and costs.

e. The Release does not apply to any claims or causes of action: (i) that may arise after Employee signs this Agreement; (ii) which may not be released, waived or discharged by agreement pursuant to applicable law; (iii) in which Employee seeks to enforce the terms of this Agreement; or (iv) in which Employee challenges the enforceability of Employee's release, waiver and discharge of claims and causes of action under the ADEA.

f. Nothing in this Agreement will prevent Employee from filing a charge of employment discrimination with the Equal Employment Opportunity Commission, although by signing this Agreement, Employee waives his right to recover any damages or other relief in any claim or cause of action brought by Employee or by or through the Equal Employment Opportunity Commission, or any other state or local agency on Employee's behalf under any federal, state or local discrimination law or ordinance.

7. Employee represents that he has not filed any Charge of Discrimination or complaint with any local, state, or federal agency alleging discrimination or any other wrongful conduct arising out of or relating to his employment with Employer. Employee hereby waives his right to recover any damages or other relief in any claim or cause of action brought by Employee or by or through the Equal Employment Opportunity Commission or any state or local agency on Employee's behalf under any federal, state, or local discrimination law or ordinance.

8. Employee further agrees that the consideration set forth in this Agreement is consideration that he would not be entitled to receive by virtue of any other understanding, promise, agreement, or contract with Employer or any other Releasee, or because of any rule, custom, practice or policy of Employer or any other Releasee, but that Employee will receive only in exchange for his signing this Agreement. While the parties are cognizant of a certain

"Employment Agreement" between them, executed on October 1, 2015, and that said "Employment Agreement" discusses severance pay, the parties disagree over whether or not "cause" as is defined in said "Employment Agreement" exists for Employer's termination of said "Employment Agreement". The severance being provided pursuant to this Agreement acts as a compromise between the parties regarding this issue. Employee agrees that the payor of the monetary consideration will file with the appropriate governmental agencies notices or filings to indicate payment of the monetary consideration set forth in subparagraphs 4A and 4B to Employee as wages by the filing and issuance of a W-2 form to him. Employee states that the last four digits of his social security number are 5182. Employee agrees that Employer and its attorneys have not provided tax advice to him.

9. Employee represents that he will maintain the confidentiality of the terms, conditions and provisions of this Agreement and will not publish, disclose, or permit the disclosure of the terms, conditions, and provisions of this Agreement to third parties unless ordered to do so by a court of law, or to governmental agencies that handle taxes such as the Internal Revenue Service. This includes any disclosure as to the amount of the severance payment. Notwithstanding the foregoing, Employee may discuss this Agreement with his attorneys, his tax preparers, and his spouse, on the condition that each such person be instructed to and must agree to treat the information so provided as confidential. Employee further agrees that any unauthorized disclosure by his attorneys, tax preparers, or spouse shall be deemed to be an unauthorized disclosure by him. Employee further agrees that if he might be, or is being, compelled (or his attorneys or tax preparers or spouse are being compelled) by a court of law to disclose this Agreement, or any information protected under this confidentiality provision, and before they disclose the same, Employee shall provide reasonable advance notice in writing to Derek Brown, Franklin County Counselor, or his successor if applicable, so that Employer or any other Releasee may, if they choose to do so, intervene and be heard on the issue.

10. In further exchange for the consideration set forth in this Agreement, and without limiting any other remedy available to Employer, in the event of a breach or threatened breach by Employee, his attorneys, his tax preparers, or his spouse of the confidentiality provisions set forth in the above paragraph, Employee agrees that Employer will be entitled to both temporary and permanent injunctive relief or other equitable relief enjoining and restraining them from disclosing, in whole or in part, the terms of this Agreement in violation of the confidentiality provisions of this Agreement. In the event of a breach, Employer will also be entitled to pursue an action for damages resulting from such breach along with, and in addition to, any injunctive or other equitable relief. Nothing herein is meant to prohibit the parties from filing any other action to enforce any other term or provision of this Agreement.

11. Employee agrees that he has received in full all the pay, earnings, wages, salary, fees, interest, overtime, profits, distributions, commissions, bonuses, dividends, and any benefits or other moneys or payments that he earned, or could have earned, or could have claimed to have been owed, or been entitled to, prior to his signing this Agreement arising out of his employment or any employment agreement or promise with Employer or any other Releasee. Employee further agrees that he has no factual, contractual, or legal basis for claiming that any additional pay, earnings, wages, salary, fees, interest, ownership interest, funds, entitlements, overtime, profits, distributions, commissions, bonuses, dividends, or any other benefit or other moneys and

payments were earned or are owed to him by Employer or any other Releasee. To the extent there is any conflict between this Agreement and any previous contract, promise, or understanding to the contrary, this Agreement controls.

12. Employee agrees that in further exchange for the consideration in this Agreement, Employee will not apply for future employment with any Releasee and that, should Employee apply for employment with any Releasee, the Releasee will summarily reject Employee's application and will have no obligation to consider Employee for any position.

13. Employee represents that he has returned to Employer all Employer or other Releasee documents, equipment, or property in his possession or that he obtained during his employment with Employer, including, but not limited to, all files, personnel files, manuals, records, lists, reports, computer files, programs and equipment, computer discs, flash drives, cellular phones, building keys, access cards, patient records, medical records, inventory records, credit cards, financial information, marketing information, marketing plans, accounting information, credit information, notes, notebooks, data, software, and all other property or documents belonging to Employer or any other Releasee. This obligation also requires Employee to return all documents, discs, files, or other materials or information, regardless if in hard copy or electronic form, that contain confidential or proprietary information concerning the Releasees. Employee also agrees to take action to remove his name as a signatory to any accounts maintained or established by Employer or the other Releasees if applicable. By signing this Agreement, Employee agrees that he will not retain in his possession or under his control any of the documents, equipment, or materials described in this paragraph, and that he will not be entitled to receive the consideration described in paragraph 4 of this Agreement unless and until all such documents and materials are returned to Employer.

14. Employee represents that he is not a debtor in any bankruptcy proceeding.

15. Employee agrees that he has not as of the date of this Agreement and will not in the future make any public oral or written statements which are negative, disparaging or damaging to the name, reputation or business of Employer, or any Releasee. This includes, but is not limited to, any such statement to Employer's vendors, business affiliates, current or former clients, any written publication, or radio/television station, internet site or social media outlet. With regard to information supplied by Employer to prospective employers of Employee, Employer shall operate in accordance with Employer's ordinary personnel policies and procedures for providing such information.

16. Employee shall not, directly or indirectly, solicit any of Employer's current, past or known prospective clients, vendors, or employees ("third parties") of which Employee is presently aware for the purpose of inducing any of the foregoing third parties from terminating or otherwise changing the nature of their relationships with Employer.

17. Employee understands there is a risk that, after the execution of this Agreement, he may suffer or become aware of some loss, cost, injury, or expense that is unknown or unanticipated by him or any other person, including his physicians, financial advisors, or attorneys, at the time this Agreement is signed by him. Employee assumes this risk, and this

Agreement releases and discharges all unknown, unforeseen, or unanticipated results as though the same were known at the time this Agreement is signed by him.

18. Employee agrees that it is Employer's policy, which has been previously communicated to and understood by him, that he is required to bring to Employer's attention any incidents, events, or acts of negligence, misconduct, misrepresentation, fraud, harm or wrongdoing in the area of statutory or regulatory compliance, as required by any federal, state, or local law, statute, or regulation, or as required by Employer's rules, bylaws, policies, or procedures. Employee hereby affirms and represents that to the best of his knowledge, he has acted in accordance with such laws, rules, bylaws, policies, or procedures, and that he has not withheld any material fact or failed to report in writing to Employer any material transaction, event, incident, entry or lack thereof, or occurrence, as required by said rules, bylaws, policies, practices or procedures or by applicable law.

19. Employee agrees that he is being given a period of more than twenty-one days from the receipt of this Agreement within which to consider this Agreement before signing it, though he may take less time if he so desires. Employee further agrees that this Agreement shall take effect at the end of seven days after the day he executes it (the "seven-day period") and that he shall have the right to revoke this Agreement during the seven-day period following his execution of this Agreement, and this Agreement shall not become effective or enforceable until said seven-day period has expired. The seven-day period begins on the day following the day Employee executes the Agreement and not on the date when Employer signs the same. In order to revoke the Agreement, Employee must timely deliver notice of revocation to \_\_\_\_\_Derek Brown, Franklin County Counselor\_\_\_\_\_. If Employee timely and properly revokes this Agreement as provided in this paragraph, then the Agreement shall become null and void. Employer shall not be obligated to cause any payment to be made pursuant to paragraph 4 of this Agreement until after Employee signs this Agreement and the seven-day revocation period runs without Employee revoking this Agreement.

20. In further exchange for the consideration set forth in this Agreement, Employee shall furnish such information and assistance to the Releasees as may be required by Employer or its attorneys in connection with any investigation, litigation, or any legal, administrative or regulatory matter, issue, or proceeding in which Employer or any other Releasee is, or may become, involved. Employee will be entitled to reimbursement of expenses that are both reasonably and necessarily incurred in connection with such assistance provided that prior written approval to incur such expenses had been obtained. Employee further agrees that his obligation to provide assistance may require that he provide testimony, including being deposed, or that he be reasonably available to review documents or be interviewed by Employer's management, or their attorneys, and that he will fully cooperate to provide all such assistance.

21. Employee further agrees that he has carefully read this Agreement before he signed it and that this Agreement is in language that he understands. Further, Employee agrees that he signs this Agreement knowingly, and voluntarily, and that in doing so, he is relying solely upon his own judgment and the advice of his attorneys; that he has signed this Agreement without being under pressure to do so; that no other promises or agreements than those expressed in this Agreement have been made to him; that this Agreement contains the entire agreement

between Employee and Employer. Any modification to this Agreement will only be valid if in writing and signed by both parties. This Agreement sets forth the entire agreement between the parties, and supersedes and controls over all prior oral and written agreements, contracts, commitments, understandings, or promises between the parties, except for the Confidentiality Agreements that Employee has signed that are referred to in this Agreement.

22. This Agreement shall be subject to and governed by the laws of the State of Kansas without regard to its choice of law or conflict of law provisions, or any other jurisdiction's choice of law or conflict of law provisions. Each paragraph, term, and provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held to be invalid, such other portions or provisions of this Agreement, including but not limited to, all other releases of claims, suits, or causes of action, will continue to be given full force and effect and bind the parties hereto. This Agreement is contractual and not a mere recital.



**SIGNATURE OF FRANKLIN COUNTY BOARD OF COUNTY COMMISSIONERS**

The undersigned, as an authorized signatory, enters into and executes this Agreement on behalf of the Franklin County Board of County Commissioners.

\_\_\_\_\_  
Franklin County Board of County Commissioners

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Derek Brown  
Department: County Counselor  
Date: 10/5/16

## **AGENDA ITEM NARRATIVE**

Discuss appointing Interim County Administrator, the process for finding a long term successor and the job duties/description for the County Administrator position.

## **BACKGROUND**

## **SPECIFIC ACTION REQUESTED**

Motion appointing Interim County Administrator

## **ATTACHMENTS**

### **County Administrator (\$84,800 - \$120,800)**

Franklin County, Kansas (pop. Approx. 26,000; \$22.8 million budget; 245 EE's), one of the fastest growing counties in Kansas, is located approximately 25 miles southwest of the Kansas City metropolitan region on Interstate 35. Our quaint historic community possesses superb educational systems (pre-school through post-secondary), a fine health care facility, affordable housing, arts and entertainment. Ottawa, Kansas, our county seat, was named one of *CNN Money* magazine's top 25 places to retire in 2012. American Eagle Outfitters and the Wal Mart Distribution Center are among the largest employers in our industrial area. Our Public Works department maintains 1,029 road miles and 244 bridges in our 571 square mile county. Among our facilities are a landfill, recycling facility, jail, and juvenile detention facility. The County Administrator works collaboratively with 5 elected officials, reports to a progressive elected five-member commission and oversees 11 department heads. For more information about the community, visit <http://www.franklincoks.org>.

Candidates are required to have a master's degree in public administration, business administration, doctorate in jurisprudence or a related field and at least five years of management experience. The preferred candidate will have ten years of management experience in county government, extensive experience in municipal finance and economic growth and development, preferably with rural communities of a similar size and complexity. Candidates must possess effective communication skills, be able to collaborate with the county commission, staff, public and other agencies, and be comfortable with a transparent form of government.

Salary \$84,800+ DOQ. Benefits include health and life insurance, KPERS, and more. Interested candidates should submit a cover letter, resume, and three work-related references to Gayla Wilkins, Human Resources Director, 1428 S. Main, Ste. #2, Ottawa, KS 66067; (785) 229-3444; fax (785) 229-3449; [gwilkins@franklincoks.org](mailto:gwilkins@franklincoks.org) or apply online at [www.HRePartners.com](http://www.HRePartners.com). Please make note of confidentiality requests in application materials. The initial deadline for applications is July 31. The position, however, will remain open until filled. EOE.

Title: County Administrator	Grade: \$84,800 - \$120,800
Reports To:	FLSA: Exempt
Department: Administration	Modified Date: 6-6-14

**JOB SUMMARY:**

The County Administrator is the Chief Administrative Officer for Franklin County with overall responsibility for the effective administration of all governmental affairs of the County, which are placed in his/her charge. The County Administrator shall implement and enforce all policies, rules, and regulations adopted by the Board. The County Administrator is the Chief Financial Officer for Franklin County with overall responsibility for all budgetary concerns.

**ESSENTIAL FUNCTIONS:**

- Set the agenda for all County Commission meetings, attend said meetings and advise and make recommendations to the Board of County Commissioners on matters within his or her administrative authority
- Serve, or designate, as purchasing officer for the County operations in accordance with Kansas Statutes, and guidelines and purchasing rules and regulations adopted by the County Commission
- Be responsible for directing the maintenance and care of county property
- Prepare and propose an annual County budget to the Board of County Commissioners and be responsible for the administration of the adopted budget
- In the role of Chief Administrative Officer, be responsible for the following:
  - a) Employment and termination of all non-elected personnel in accordance with Franklin County Personnel Rules and Pay Plan and accordance with the Franklin County Position Classification Pay Plan as adopted by the Franklin County Commission
  - b) Prepare and revise (or direct the same) the Franklin County Personnel Rules and Pay Plan and the Position Classification and Pay Plan for all eligible county employees, subject to County Commission approval
  - c) Administer and oversee the administration of the Franklin County Personnel Rules and Pay Plan and the Franklin County Position Classification Pay Plan
  - d) Direct and oversee the preparation of the county employee payroll and benefits
  - e) Direct and oversee the maintenance of employee personnel file and records for each county employee
- Authorize employee attendance at meetings and conferences, except elected officials, in accordance with County Commission adopted policies

- Appoint employee committees deemed appropriate and necessary to review and advise the County Administrator regarding organizational issues
- Prepare, or direct preparation of plans, policy statements, manuals, contracts and other documents to be submitted to the County Commission for approval
- Serve as the county representative on boards and commissions as required by the County Commission, interact with other public jurisdictions and their representatives, legislative groups and news media as official representative of Franklin County, subject to the directives of the County Commission

**SECONDARY FUNCTIONS:** Performs other work as assigned by the County Board of Commissioners.

**SUPERVISORY FUNCTIONS:** Maintains direct supervision over all non-elected Department Heads and indirect supervision over all non-elected personnel; general supervision over County sanitary landfills and refuse collection procedures; general supervision over any and all zoning and building code ordinances adopted by the Board of Commissioners and administration of those ordinances; general supervision over maintenance of all county property; and general supervision over emergency services.

**MINIMUM QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**KNOWLEDGE:**

- Knowledge of County and/or city government administration and of public sector administration;
- Knowledge of information management, personnel administration, program and budget development, and strategic planning methods;
- Knowledge of financial management and governmental budgeting procedures/processes
- Knowledge of state, federal, and local laws, rules and regulations; methods and techniques of research, statistical analysis and report presentation; and supervisory principles and practices;
- Knowledge of computer applications related to the work;
- Knowledge of community and economic development principles including retention, expansion and new development of residential, commercial and industrial locations;
- Demonstrate a strong belief in the value of public service.

**SKILLS:**

- Proven skills in leadership and effective communication;
- Proven skills in strong financial management;
- Proven skills in the administration and planning of infrastructure improvement programs;
- Proven skills in growth management;
- Skills in advanced computer software, including spreadsheet and database;

- Skills in human relations and interpersonal communications, including the ability to communicate effectively with a wide variety of different parties under stressful conditions and time-demanding situations;
- Skills in effective and accurate oral and written communication

**ABILITY:**

- Ability to achieve consensus;
- Ability to maintain professional standards of ethics and integrity;
- Ability to maintain confidentiality;
- Ability to research, compile, and summarize a variety of informational and statistical data and materials; prepare clear and concise reports, correspondence and other written materials;
- Ability to recognize, investigate and analyze a variety of complex problems and propose effective solutions;
- Ability to speak effectively before groups of employees and public groups and respond to questions;
- Ability to organize work, set priorities, meet critical deadlines, and follow up on assignments with minimum direction;
- Ability to understand, interpret and communicate complicated policies, procedures and protocols;
- Ability to plan, organize, direct, review and evaluate the work of staff along with selecting and motivating staff and providing for their training and professional development;
- Ability to develop and maintain effective working relationships with employees, elected officials, the public and other agencies;
- Ability to meet pre-employment screening requirements.

**CERTIFICATIONS, LICENSES, REGISTRATIONS:**

- Must possess a valid Kansas driver's license and maintain insurability.

**REQUIRED EDUCATION/OR EXPERIENCE:**

- Master's degree from an accredited college or university, preferably in public administration, business administration, doctor's of jurisprudence or a closely related field;
- Minimum of five years progressively responsible experience in municipal government administration/management; equivalent experience outside the public sector may be considered
- OR an equivalent combination of education, training and experience which provides the knowledge skills and abilities required for the job.

**PREFERRED EDUCATION/OR EXPERIENCE:**

- Minimum of ten years of progressively responsible experience in municipal government administration/management; equivalent experience outside the public sector may be considered

- OR an equivalent combination of education, training and experience which provides the knowledge skills and abilities required for the job.

**PHYSICAL CONDITIONS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to walk, talk or hear;
- The employee is frequently required to sit and use hands to finger, handle, or feel;
- The employee is occasionally required to stand; reach with hands and arms;
- Specific vision abilities required by this job

**WORKING CONDITIONS:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The noise level in the work environment is usually moderate.

**SIGNATURE/APPROVAL**

_____	_____
<i>Employee</i>	<i>Date</i>
_____	_____
<i>Supervisor</i>	<i>Date</i>
_____	_____
<i>Department Director</i>	<i>Date</i>

*The above statements are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position.*