

*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. 12, 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 Scott Dickinson, Michigan Valley United Methodist Church, Ottawa, Kansas.

**E. CORRESPONDENCE & ORGANIZATIONAL BUSINESS**

**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 Oct. 3, 2016
2. Consider And Approve Tax Change Orders.
3. Consider And Approve Special Payroll For The Pay Date Of Oct. 11, 2016.

## H. ITEMS OF BUSINESS:

1. Consideration Of A Request From The Ottawa High School Student Council To Use The Courthouse Lawn For A Homecoming Block Party Scheduled On Oct. 12, 2016, From 5 P.m. To 7 P.m. Derek Brown, County Counselor

Documents:

[2016 1012 homecoming block party.pdf](#)

2. Approve Women, Infants, And Children Contract Dated October 1, 2016 - September 30, 2017 And Update. Midge Ransom, Health Dept. Director

Documents:

[agenda\\_cover\\_sheet\\_101216\\_wic contract.pdf](#)  
[wic contract 2016-17.pdf](#)

3. Discuss And Approve August 2016 EMS Activity Report. Chief Nick Robbins, Emergency Medical Services

Documents:

[agenda cover sheet for august 2016 activity report.pdf](#)  
[august activity report 2016.pdf](#)

4. Discuss And Approve September 2016 EMS Activity Report. Chief Nick Robbins, Emergency Medical Services

Documents:

[agenda cover sheet for september 2016 activity report.pdf](#)  
[september activity report 2016.pdf](#)

5. Consider Reappointing Two (2) Members And Advertising For One (1) New Member To The Franklin County Planning Commission. Larry Walrod, Planning & Building Director

Documents:

[10122016\\_pc reappt and appt cvr sht.pdf](#)  
[10122016\\_pc appt reappt.pdf](#)

6. Consider Awarding The Bid For Culverts To Welborn Sales, Inc. In The Amount Of \$19,645.80. James M. Haag, Jr., Public Works Director

Documents:

[2016 1012 cv consider awarding culvert bid to welborn sales 10.14.16.pdf](#)  
[culvert bid summary october 4 2016.pdf](#)

7. Consider Renewing "Employment Agreement" Between The Franklin County Board Of County Commissioners And Derek Brown, For Services

As The County Counselor. Derek Brown, County Counselor

Documents:

[2016 1012 employment agreement cv.pdf](#)  
[counselor contract - october 2016.pdf](#)

8. Consider Approving Agreement Between The Franklin County Board Of County Commissioners And Derek Brown For Services As Interim County Administrator. Derek Brown, County Counselor

Documents:

[2016 1012 cv interim cty admin.pdf](#)  
[interim administrator agreement - october 2016.pdf](#)

- I. **STAFF REPORTS**
- J. **COMMISSIONER COMMENTS AND BOARD REPORTS**
- K. **ENTER INTO EXECUTIVE SESSION FOR DISCUSSION OF A PERSONNEL MATTER (30 MINUTES).**
- L. **CONSIDER A MOTION FOR ADJOURNMENT**
- M. **INFORMATION AND ANNOUNCEMENTS:**
  1. UpComing Events
    - 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: Derek Brown  
Department: County Counselor  
Date: 10/12/16

## **AGENDA ITEM NARRATIVE**

Consideration of a request from the Ottawa High School Student Council to use the Courthouse lawn for a Homecoming Block Party scheduled for Oct. 12, 2016, from 5 pm to 7 pm.

## **BACKGROUND**

The Ottawa High School Student Council is requesting to use the Courthouse lawn for a homecoming block party scheduled for October 12, 2016 from 4:30 p.m. to 7:30 p.m. This would give the Student Council time to set up before the event, and clean up time after the event.

## **SPECIFIC ACTION REQUESTED**

Approval of the request to use the Courthouse Lawn.

## **ATTACHMENTS**

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Midge Ransom  
Department: Health  
Date: 10/12/2016

## **AGENDA ITEM NARRATIVE**

Approve Women, Infants, and Children Contract dated October 1, 2016 - September 30, 2017 and Update.

## **BACKGROUND**

Women, Infants, and Children (WIC) provides education and food supplements for lower income children and pregnant women. WIC has been offered in Franklin County for over 25 years. The program continues to change and progress to meet the needs of our population, including the manner in which education is provided and the food packages provided. The federal contract year for WIC is October through September provides for up to \$82,172 reimbursement to Franklin County WIC program to continue the program for another year..

## **SPECIFIC ACTION REQUESTED**

Approve the WIC contract dated October 1, 2016 - September 30, 2017.

## **ATTACHMENTS**

2017 WIC contract



Susan Mosier, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

September 8, 2016

Dear Local WIC Agency:

Enclosed is material for the Federal Fiscal Year (FFY) 2017 WIC Local Agency Contract. **Please sign and return the entire Local Agency WIC Contract (except the attached spreadsheet) no later than October 28, 2016.** A copy of the completed contract will be returned to the Local Agency (LA) once it is signed by the Secretary of KDHE.

**Send Contract to:**

Erin Hubbard  
Kansas Department of Health & Environment  
Nutrition & WIC Services  
1000 SW Jackson St., Suite 220  
Topeka, KS 66612-1274

The contract will begin on October 1, 2016 and ends September 30, 2017. The State Agency (SA) has reviewed your budget request for Nutrition and Services Administration (NSA) and the Breastfeeding Peer Counselor (BFPC) program (if applicable). Approved allocations for the BFPC program, if applicable, may be less than the original budget request.

The SA will review all Local Agency's NSA and BFPC expenses at mid-year to determine if the initial allocations need to be adjusted, up or down, based on actual expenditures. The SA will work with each county to resolve any concerns or challenges on a case-by-case basis. Throughout the year, LAs should monitor their FFY2017 Budget to their actual monthly expenditures submitted on affidavits. If during the year a budget line item needs to be adjusted, the LA should contact the SA to request a review and to discuss if a budget revision is warranted.

Enclosed with the Contract is the FFY2017 WIC Participation and Allocation spreadsheet. This spreadsheet identifies the LA's assigned WIC participation level, the total WIC funding allocations for NSA and BFPC (if applicable) and the targeted dollar amounts to be spent on Nutrition Education and Breastfeeding Promotion and Support. Please keep this spreadsheet in a readily accessible location for reference during the year. **Parent agencies are responsible for sharing this spreadsheet with contracted sub-agencies, so they are aware of their funding allocation as well as their target expenditure amounts.**

**NOTE:** The signature page of the contract includes the contracted amount for the NSA and if applicable, the BFPC funds.

If the LA is unable to return the Contract by the specified date or have questions about the Contract or the WIC Participation and Allocation spreadsheet, contact Erin Hubbard at (785) 291-3134 or by email at [ehubbard@kdheks.gov](mailto:ehubbard@kdheks.gov).

Sincerely,

Erin Hubbard, BS, MBA  
Program Consultant

Enclosures:

Local Agency WIC Contract  
FFY2017 WIC Participation and Allocation Spreadsheet

# CONTRACT

between

**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT**

and

**KANSAS WIC LOCAL AGENCY**

**SUBJECT:** Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), and the WIC Breastfeeding Peer Counselor Program (BFPC), if applicable

**DIVISION:** Public Health, Bureau of Family Health, Nutrition and WIC Services Section

**CFDA:** United States Department of Agriculture; 10.557

This contract is between the Kansas Department of Health and Environment, herein known as the "State Agency", and the contracted agency, herein known as the "Local Agency".

## **SECTION I – Local Agency Responsibilities for Administering the WIC Program**

1. Conduct the WIC and the WIC BFPC program (if applicable), in accordance with the current Kansas State WIC Policies and Procedures Manual. The program shall also be conducted in accordance with the other state and federal regulations that are currently in effect, which govern administration, operation, and management of the program.
2. Employ or contract with a Competent Professional Authority (a licensed dietitian, registered nurse, licensed physician or registered physician assistant) authorized to determine nutritional risk, certify participants and prescribe supplemental foods as defined by policy.  
  
Employ or contract with a licensed dietitian to counsel participants who are determined to be at high nutritional risk and perform other nutrition services as defined by policy.  
  
Attend the statewide annual WIC meeting and other required training events as directed by the State Agency.
3. Complete a Nutrition Services Plan and submit the plan to the State Agency by November 1st each year for approval. This plan is to be completed using the Nutrition Services Plan Guidance materials, provided by the State Agency, for the upcoming calendar year.
4. Provide referrals to health and social services or other programs as appropriate.
  - 4.1 Referrals may be verbal or written and must be documented in the WIC management information system.
  - 4.2 Maintain and provide to participants a list of community and food assistance programs within the community. The list must include local KanCare (Medicaid) information and other programs that may be of benefit to participants and applicants. The list must also include local resources for substance abuse counseling and treatment. WIC program information should be provided to these agencies, so they can in turn refer people to WIC.
  - 4.3 Provide written information about KanCare (Medicaid) to each participant/caregiver on at least one occasion, preferably at the time of certification.
  - 4.4 Infants and or children who have not had a blood lead test, or do not have up to date immunization records, must be referred to an appropriate resource.
  - 4.5 Report known or suspected child abuse or neglect as required by State law.

5. Make available appropriate health services to participants and inform applicants of the health services available; have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided by referral. Special efforts should also be made by the Local Agency to maintain ongoing communication and referrals with organizations who serve the homeless in their WIC service area. WIC program information should be provided to these agencies, so they can in turn refer people to WIC.
6. Participant's personal information is confidential and may only be released once the participant/caregiver has signed the Rights and Responsibilities statement. The Local Agency shall not disclose participant's personal information to third parties not listed on the Rights and Responsibilities statement without a separate release form signed by the participant/caregiver.

Local Agencies that share personal information between themselves and third parties not listed on the Rights and Responsibilities Form, (i. e. community groups, organizations or other agencies) must have a Memorandum of Understanding (MOU) specifically outlining the relationship between the WIC program and the third party. The MOU must detail the purpose, use and restrictions regarding personal information shared by the WIC program and facilitate referrals by outlining the procedures under which each organization operates, and make the MOU available upon request to the State Agency.

Internally and when shared with a third party, participant's personal information shall only be used for the following purposes:

- 6.1 To establish the eligibility of WIC applicants or participants for the programs that the Local Agency and third party organization administers.
  - 6.2 To conduct outreach to WIC applicants and participants for such programs.
  - 6.3 To enhance the health, education, or well-being of WIC applicants or participants who are currently enrolled in such programs.
  - 6.4 To streamline administrative procedures in order to minimize burdens on staff, applicants, or participants in either the receiving program or the WIC program.
  - 6.5 To assess and evaluate the responsiveness of a State's health system to participants' health care needs and health care outcomes.
7. Submit to the State Agency an annual budget for the Federal Fiscal Year (October 1- September 30) for each year of operation.
  8. Submit to the State Agency a monthly affidavit of expenditures by the 20th of each month following the reporting month. An affidavit documents all allowable expenditures incurred for operation of the WIC Program. Expenditures must be broken out by the following categories: Nutrition Education, Breastfeeding Promotion and Support, Client Services and General Administration.

In addition and when necessary, submit monthly closeout reports (supplemental reports) within 60 calendar days from the end of the reporting month.

- 8.1 A time and effort form or daily time sheets must be submitted to the State Agency at a minimum of one month per quarter no later than the 20th of the month following. For example; January, February and March are due on or before April 20th.
  - 8.2 At least one-sixth of the total funds received must be expended for nutrition education services. Additionally, the State Agency will assign a required expenditure amount for breastfeeding promotion and support. Exceptions to these expenditure requirements for special circumstances not under the Local Agency control may be authorized by the State Agency.
  - 8.3 Maintain complete and accurate source documentation that accounts for all program funds received and expended. Local Agency shall submit other reports as requested by the State Agency in a timely manner.
9. File with the State Agency an approved indirect-cost plan if indirect costs are to be claimed for reimbursement.
  10. File with the State Agency a cost allocation plan if program expenditures are integrated or comingled in any

way with any other program. Only expenditures associated with WIC should be shown on monthly affidavits or supplemental reports.

11. The Local Agency shall maintain and have available for review all records, both financial and programmatic, for the WIC program regarding this contract for a period of four years, or until audits or litigation have been completed and any questions arising from the audits or litigation have been resolved.
12. If the Local Agency receives more than \$500,000 in federal funds from any agency, an audit shall be conducted in accordance with the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards [2 C.F.R. Part 200.
13. Be responsible for monitoring local retail vendors participating in the WIC Program.
  - 13.1 Conduct annual vendor training and any other training, monitoring, and investigating of authorized vendors assigned to the Local Agency.
  - 13.2 The Local Agency shall send written communications of warnings to vendors that are in violation of contract agreements and will work with vendors to resolve problems as necessary.
  - 13.3 Communicate with the State Agency on all correspondence with vendors.
14. Be responsible for safeguarding all check stock from the date the Local Agency receives the check stock through the date the WIC participant signs for and receives the checks, or through final disposition of any checks not received by a WIC participant.
15. Obtain written approval from the State Agency before purchasing any piece of equipment or capital expenditure costing \$500 or more, if said equipment is to be purchased with WIC funds under this contract. The State Agency reserves rights to all capital equipment purchased 100% with WIC funds. All capital expenditures reported on the monthly affidavits must be supported with photocopies or electronic copies and invoices before reimbursement can be made.
16. The Local Agency—shall use the Kansas WIC automated management information system (KWIC) to administer the Kansas WIC program in their clinics.
  - 16.1 The Local Agency should show due diligence in keeping WIC equipment secure from theft or damage.
  - 16.2 Have and maintain a computer network including internet access to support the use of the KWIC.
  - 16.3 Insure that reasonable protections are in place to avoid computer viruses and unauthorized access to computer files.
  - 16.4 Employ or contract with information technology technicians available to help in the installation of new equipment and deal with problems with the network and existing equipment.
17. The Local Agency is responsible for safeguarding WIC program client information in the KWIC system. Security access is obtained through a request to the KWIC Security Manager at the State Agency. The Local Agency shall contact the State Agency by emailing [wicstaffchange@kdheks.gov](mailto:wicstaffchange@kdheks.gov) when an employee's security access needs be removed.
  - 17.1 If a Local Agency employee leaves employment due to termination, then the Local Agency shall contact the State Agency to have the employees access removed from KWIC within 24 hours of termination.
  - 17.2 If a Local Agency employee leaves employment under normal circumstances (For example: 2 weeks' notice), then the Local Agency shall contact the State Agency to have the employees access removed from KWIC within 1 week from the end of the employee's employment.
18. The Local Agency must maintain participation levels of at least 98% of the contractually assigned participation. If the Local Agency fails to maintain at least 98% of its assigned target participation level for a three-month period, the State Agency may adjust the amount of administrative funds allocated to the Local Agency.
19. At a minimum, the Local Agency shall conduct at least two (2) public outreach activities designed to enroll

eligible women in the early stages of pregnancy, infants, and children in the WIC Program. This outreach activity shall involve offices and organizations that interact with potentially eligible persons, such as health and medical organizations, hospitals and clinics, welfare and unemployment offices, social service agencies, farm worker and other organizations serving target populations.

20. Prohibit smoking in the space used to carry out the WIC Program during the time any aspect of WIC services is performed.
21. Obtain written approval from the State Agency to enter into a subcontract with a third party to provide WIC services. The Local Agency shall submit the subcontract, along with the budget of the subcontractor, to the State Agency for written approval. The Local Agency shall provide on-site technical assistance to all subcontractor clinics as necessary and shall conduct periodic, routine meetings with subcontractor's WIC staff for in-service trainings and problem solving.
  - 21.1 Include in the subcontract provisions defining the services to be provided by, and the requirements of, the subcontractor and how the Local Agency will compensate the subcontractor for the services provided. Said services and requirements may include, but are not limited to:
    - 21.1.1 Determining participant eligibility.
    - 21.1.2 Issuing checks and check stock accountability.
    - 21.1.3 Providing nutrition education and counseling.
    - 21.1.4 Providing to the Local Agency, on a timely basis, all required information regarding fiscal and program administration, including time sheet and affidavits of actual expenditures.
    - 21.1.5 Following WIC policies and procedures.
    - 21.1.6 Making appropriate health services or referrals available to participants.
    - 21.1.7 Training, monitoring, and investigating retail vendors.
    - 21.1.8 Maintaining vendor files.
    - 21.1.9 Assuring documentation for all functions.
  - 21.2 Include on the subcontractor signature page the following statement: "As a prospective lower tier participant, the subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency and will promptly notify the State Agency if it is debarred or suspended in the future."
  - 21.3 Include on the subcontractor signature page the following statement: "The subcontractor certifies to the best of their knowledge that no Federal funds provided through a grant award or contract shall be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or member of Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment of modification or any government contract, grant, loan or cooperative agreement."

However, if lobbying with non-federal funds has occurred, then the Local Agency shall complete the Disclosure Form to Report Lobbying (Standard Form LLL) and submit it to the State Agency, which will then be submitted to the FNS Regional Office. The Standard Form LLL can be accessed at <http://whitehouse.gov/omb/grants/sflllin.pdf>.

  - 21.4 Include on the subcontractor signature page the following statement: The Local Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex or handicap, be excluded from participation in, be denied the benefits of,

or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance.

21.4 Subcontracted clinics will not be permitted to separate from their Local Agency group until the end of the federal fiscal year.

23. If the Local Agency was traveling to another County and was providing WIC services and no longer wishes to do so and the County in which the traveling agency was providing services wishes to be a brand new agency, a transition period will need to be established for both the traveling agency and the new agency with the help of the State Agency, so that clients will not experience a lapse in services.

The transition period typically begins the first of October. If necessary, the traveling agency shall continue to provide services and travel to that County until the new agency is fully trained and ready to have their first clinic.

22. Annually review and evaluate clinic operations. The annual review and evaluation includes all clinics, including sub-contractors, for compliance with WIC operations.

Develop and implement a corrective action process which includes: promptly notifying the evaluated clinics in writing of any deficiencies, requiring evaluated clinics to develop corrective action plans, and monitoring clinic implementation of such plans.

Provide a written report detailing strengths and weaknesses of the clinics and the requirement for corrective action, as appropriate. Follow-up and monitor implementation of all corrective action plans. Provide to the State Agency, a copy of the initial report given to the evaluated clinic(s) and any subsequent reports that document the Local Agency's monitoring of the implementation of corrective action plans.

## **SECTION II – Local Agency Responsibilities for Administering the WIC Breastfeeding Peer Counselor (BFPC) Program**

Section II only applies if the Local Agency requests and receives BFPC funds to implement a BFPC program.

The Local Agency shall:

1. Implement and administer a BFPC program consistent with program guidance set forth in the "Using Loving Support to Manage Peer Counseling Programs" and "Loving Support through Peer Counseling" and the Kansas WIC Policy and Procedure Manual.
2. Appoint a BFPC Supervisor who is a Local Agency employee or contract employee, and who has or will receive training in breastfeeding support. BFPC Supervisors may perform other duties as well.
3. Refer WIC participants to other WIC staff or other community agency staff that are trained in the management of breastfeeding problems outside the Breastfeeding Peer Counselor's expertise.
4. Develop a BFPC implementation plan. Expand and build upon activities outlined in the Local Agency's approved breastfeeding peer counseling implementation plan.
5. Complete the Kansas BFPC Program Performance Measurement Quarterly Report form.
  - 5.1 The quarterly report form in its entirety is to be submitted on or before April 20<sup>th</sup> of each year to the State Agency.
  - 5.2 Only page one of this form needs to be submitted on or before the following dates: January 20<sup>th</sup>, July 20<sup>th</sup>, and October 20<sup>th</sup> of each year to the State Agency.
6. The Local Agency on an annual basis shall submit the Kansas WIC Breastfeeding Peer Counselor Program Self Monitoring form along with the yearly renewal application.
7. Concurrent with the submission of the WIC monthly affidavit of expenditures, submit to the State Agency a monthly affidavit of BFPC expenditures by the 20<sup>th</sup> of each month following the reporting month. An

affidavit documents all allowable expenditures incurred for operation of the BFPC program. Expenditures must be placed in the BFPC cost category only.

In addition and when necessary, submit monthly closeout reports (supplemental reports) within 60 calendar days from the end of the reporting month.

- 7.1 A time and effort form or daily time sheets must be submitted to the State Agency at a minimum of one month per quarter no later than the 20th of the month following. For example; January, February and March are due on or before April 20th.
- 7.2 Maintain complete and accurate source documentation that accounts for all program funds received and expended. Local Agency shall submit other reports as requested by the State Agency in a timely manner.
8. Attend BFPC implementation training and designated annual BFPC training events as directed by the State Agency.

### **SECTION III – STATE AGENCY RESPONSIBILITIES**

1. With this contract, the State Agency will provide a separate spreadsheet that includes the assigned client participation number, the funding allocation, and the target expenditures for Nutrition Education and Breastfeeding Promotion and Support for the Local Agency and any sub-contractors as applicable.
2. Provide an information management system for certifications, benefits issuance and program management.
3. Provide technical assistance training and monitor the Local Agency-for program compliance.
4. Reimburse the Local Agency on a monthly basis for approved expenditures in accordance with the Local Agency submitted affidavit of expenditures and within the funding allocation provided to the Local Agency. Reimbursements are based on actual costs.
5. In the event this contract is terminated by either party before the end of the contract period as stated in Section V, reimbursement for approved expenses will be prorated to the date of termination.

### **SECTION IV – GENERAL CONDITIONS**

1. This contract may be terminated or suspended by KDHE due to lack of available funds upon fifteen (15) days written notice and without penalty.
2. This contract may be terminated by either party giving at least 180 calendar days written notice to the other party.
3. This contract terminates on the date specified in Section V and is not automatically renewed or renewable.
4. "Fiscal year" shall mean the Federal fiscal year that begins October 1 and ends September 30.
5. The State Agency shall have the right, at the end of the fiscal year, to take possession of any equipment provided to the Local Agency under this contract. The State Agency will reimburse the Local Agency for all WIC expenses incurred through the end of the federal fiscal year, plus contractual incidental charges to return any such equipment. Upon termination of the contract by the State Agency, any equipment shall revert to the State Agency at the end of the current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the Local Agency.
6. The Provisions found in the modified Contractual Provisions Attachment (Form DA-146a, Rev. 6-12), which is attached hereto as Appendix A, are hereby incorporated in this contract and made a part thereof.
7. The provisions found in Appendix B, Compliance with the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," which are attached hereto, are hereby incorporated into this contract and made a part thereof.

**SECTION V – FUNDING & SIGNATURES**

**CONTRACTED AGENCY: Franklin County Health Department**

**COUNTIES INCLUDED: Franklin County**

**CONTRACT AMOUNT:**

**Up to \$82,172, plus any reallocated Federal Nutrition Services Administrative Funds that may become available**

**CONTRACT PERIOD: October 1, 2016 through September 30, 2017**

The Local Agency certifies to the best of their knowledge that no Federal funds provided through a grant award or contract shall be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or member of Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment of modification or any government contract, grant, loan or cooperative agreement.”

However, if lobbying with non-federal funds has occurred, then the Local Agency shall complete the Disclosure Form to Report Lobbying (Standard Form LLL) and submit it to the State Agency, which will then be submitted to the FNS Regional Office. The Standard Form LLL can be accessed at <http://whitehouse.gov/omb/grants/sfillin.pdf>.

The Local Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, age, sex or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance.

By signing this contract the Local Agency certifies that as a prospective lower tier participant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency and will promptly notify the State Agency if it is debarred or suspended in the future.

**CONTRACT SIGNED BY:**

_____ Signature Susan Mosier, MD	_____ Signature
_____ Printed Name	_____ Printed Name
_____ Secretary	_____ Title
_____ Title Kansas Department of Health and Environment	_____ Organization
_____ Organization	_____ Date
_____ Date	

Attachment: Appendix A  
Appendix B

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1<sup>st</sup> day of October, 2016.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
4. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

5. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
8. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
9. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
10. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
11. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

**COMPLIANCE WITH THE  
"PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS"**

Congress has enacted a law, found at 41 U.S.C. 4712, that encourage employees to report fraud, waste, and abuse. This law applies to all employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, "Recipient of Funds"]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandates a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS".

This program requires all grantees, their subgrantees and subcontractors to:

- Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
- Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
- Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- Gross mismanagement of a federal contract or grant;
- A gross waste of federal funds;
- An abuse of authority relating to a federal contract or grant;
- A substantial and specific danger to public health or safety; or,
- A violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The requirement to comply with, and inform all employees of, the "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections" is in effect for all grants contracts, subgrants, and subcontracts through January 1, 2017.

**The Recipient of Funds acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies of the pilot program.**

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Nick Robbins  
Department: Emergency Medical Services  
Date: 9/12/2016

## **AGENDA ITEM NARRATIVE**

Discuss and Approve August 2016 EMS activity report

## **BACKGROUND**

August 2016 EMS activity report

## **SPECIFIC ACTION REQUESTED**

Approval of the August 2016 EMS activity report

## **ATTACHMENTS**

August 2016 EMS activity report



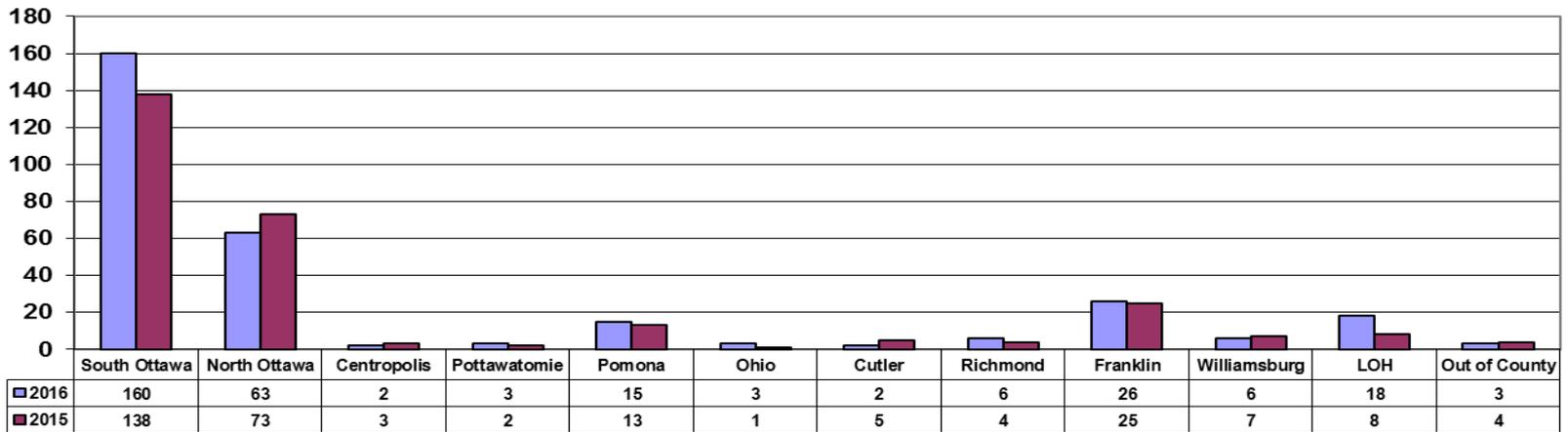
**August Activity Report  
2016**

Prepared by:  
Nick Robbins  
EMS Chief

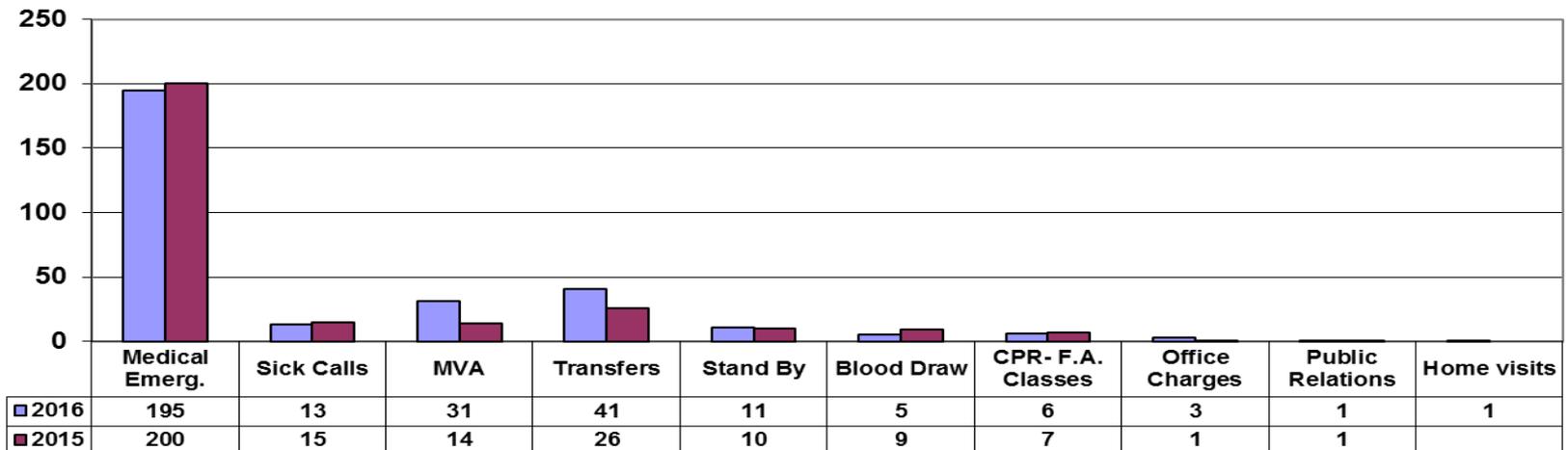
## August 2016 Ambulance Report

<b>Call Volume For the Month</b>				<b>307</b>	
<b>Average Calls Per Day</b>				<b>9.90</b>	
<b>Calls Year to Date</b>				<b>2307</b>	232
<b>2015 Calls for Month</b>				<b>283</b>	
<b>2015 Calls / Day average.</b>				<b>9.13</b>	
<b>2015 Year to Date Calls</b>				<b>2075</b>	
<b><u>August 2016 Deposit</u></b>					
Private Pay		\$6,667.88			6.87%
General Insurance		\$11,468.66			11.77%
Auto Insurance		\$7,303.60			7.49%
Blue Cross Insurance		\$7,432.17			7.63%
Medicare		\$57,071.23			58.54%
Medicaid		\$5,544.84			5.64%
Work Comp.		\$0.00			0.00%
VA Payment		\$323.60			0.33%
Collections	KS Set off	\$1,440.52			1.48%
	CEU & CPR	\$222.00			0.23%
	Reim. Exp	\$0.00			0.00%
	MidWest/Other	\$17.50			0.02%
<b>Total Deposits for month</b>		<b>\$97,492.00</b>		<b>Total percent</b>	<b>100.00%</b>
<b>Budget per month</b>		<b>\$66,666.67</b>			
<b>Per month + or-</b>		<b>\$30,825.33</b>			
<b>Year to date Deposits</b>		<b>\$714,423.28</b>			
<b>Yearly Budget amount</b>		<b>\$800,000.00</b>			
<b>Year to Date + or -</b>		<b>(\$85,576.72)</b>			
<b><u>August 2016 Adjustments</u></b>					
Medicare Adjustment		\$31,327.28			50.37%
Medicaid Adjustment		\$20,312.56			32.66%
General Insurance		\$6,585.60			10.59%
W/O- Deceased-No Estate		\$2,369.85			3.81%
State Collection Fee		\$348.99			0.56%
MidWest Collection Fee		\$7.50			0.01%
Small Balance		\$0.00			0.00%
Over Charge-Credit		\$0.00			0.00%
Write off		\$1,247.57			2.00%
<b>Totals</b>		<b>\$62,199.35</b>		<b>Total percent</b>	<b>100.00%</b>
<b><u>Total Revenue for Month</u></b>			<b><u>\$97,492.00</u></b>		
<b><u>Total Adjustment For Month</u></b>			<b><u>\$62,199.35</u></b>		
<b><u>Total To State Set Off</u></b>			<b><u>\$28,873.95</u></b>		
<b><u>Total To MidWest Collection</u></b>			<b><u>\$7,683.38</u></b>		
<b><u>Total Billed for Month</u></b>			<b><u>\$155,405.20</u></b>		
<b><u>Ambulance Move-up's</u></b>				<b><u>14</u></b>	

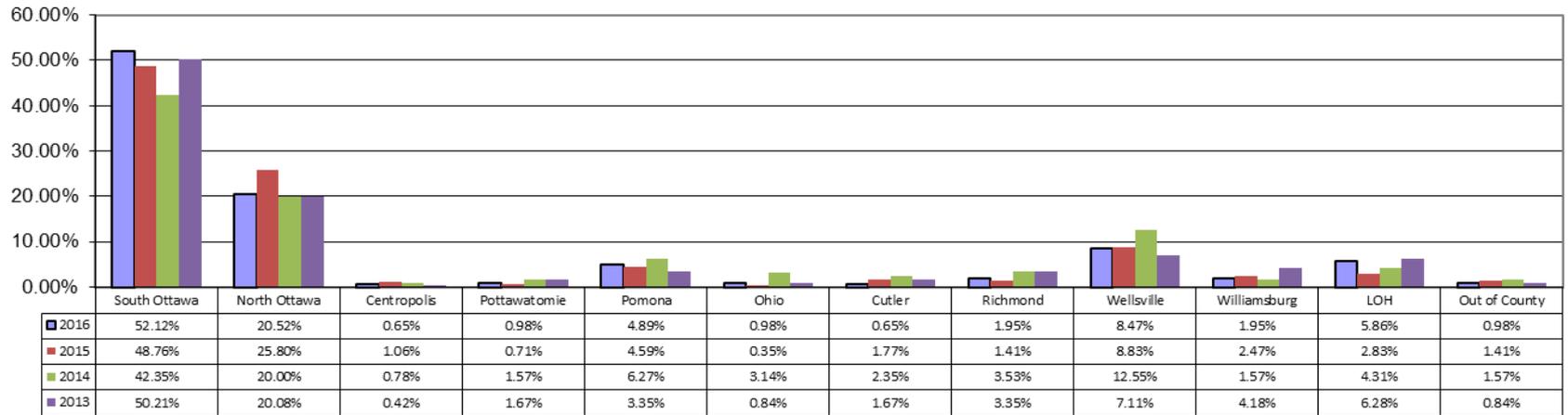
### Activities / Fire District August 2015/2016



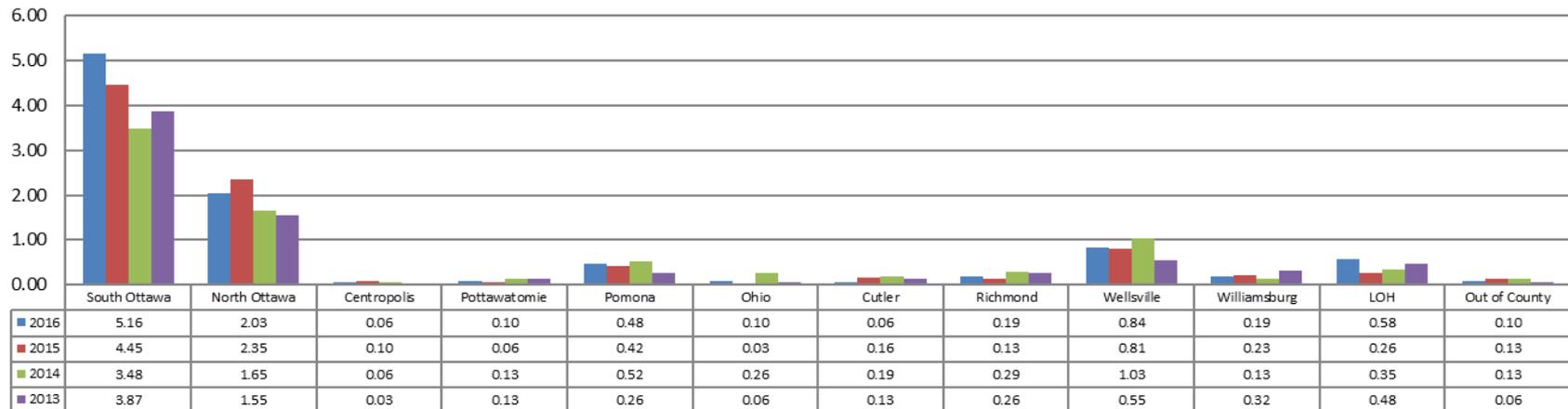
### Call Type August 2015/2016



## 2013-2016 August Township Call Percentage



## 2013-2016 August Township Call/Day



# August 2016 Data

Hospital			Nursing Home			Suport Agencies			Refusal or Stand-by		
Anderson County	1	0.50%	KU Med Marillac Campus	0	0.00%	Life Star	0	0.00%	CPR Card	4	3.96%
Shawnee Mission Medical	1	0.50%	Comfort Care	0	0.00%	Life Team	0	0.00%	Refuse Medical	33	32.67%
St. Lukes South	0	0.00%	Meadow Brook Rehab.	0	0.00%	Franklin County EMS	1	100.00%	Fire Stand-by	3	2.97%
St. Lukes Plaza	1	0.50%	Baldwin Care Center	0	0.00%				CPR Class	1	0.99%
St. Francis Hospital	0	0.00%	Vintage Park	0	0.00%				MVA No Transport	22	21.78%
Stormont Vail Hospital	1	0.50%	Residence	0	0.00%				Public Relations	0	0.00%
St. Joseph Hospital	0	0.00%	Ottawa Retirement Village	0	0.00%				No Patient	2	1.98%
VA Hospital (KC, Leavenworth, and Topeka)	0	0.00%	Wellsville Manor	0	0.00%				Diabetic Treat no transport	0	0.00%
Childrens Mercy South	2	0.99%	Richmond Health Care	0	0.00%				Lift Assist No transport	13	12.87%
St. Joseph Hospital	0	0.00%	Ottawa Retirement Plaza	0	0.00%				Stand-by	9	8.91%
Childrens Mercy Hospital	1	0.50%	Select Hospital of KC	0	0.00%				Blood Draw	5	4.95%
Overland Park Regional	5	2.48%	Dr. Office	0	0.00%				Deceased no transport	0	0.00%
University of Kansas Med.	5	2.48%	Cottonwood Springs	1	33.33%				Special Charges	3	2.97%
Lawrence Memorial Hosp.	2	0.99%	Two Rivers	1	33.33%				No Transport	0	0.00%
Miami County Medical	1	0.50%	Golden Heights	1	33.33%				Cancelled Enroute	4	3.96%
Menorah Medical Center	0	0.00%	Village West	0	0				False Medical Alarm	1	0.99%
Olathe Medical Center	42	20.79%							Community Home visit	1	0.99%
St. Johns	0	0.00%									
Ransom Memorial Hosp.	140	69.31%									
Research Medical Ctr.	0	0.00%									
St. Lukes North	0	0.00%									
<b>Total and Percentage</b>	<b>202</b>	<b>100.00%</b>		<b>3</b>	<b>100.00%</b>		<b>1</b>	<b>100.00%</b>		<b>101</b>	<b>100.00%</b>
<b>Total Responses</b>	<b>307</b>								<b>Total Refusals</b>	<b>68</b>	<b>22.15%</b>

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Nick Robbins  
Department: Emergency Medical Services  
Date: 9/12/2016

## **AGENDA ITEM NARRATIVE**

Discuss and Approve September 2016 EMS activity report

## **BACKGROUND**

September 2016 EMS activity report

## **SPECIFIC ACTION REQUESTED**

Approval of the September 2016 EMS activity report

## **ATTACHMENTS**

September 2016 EMS activity report



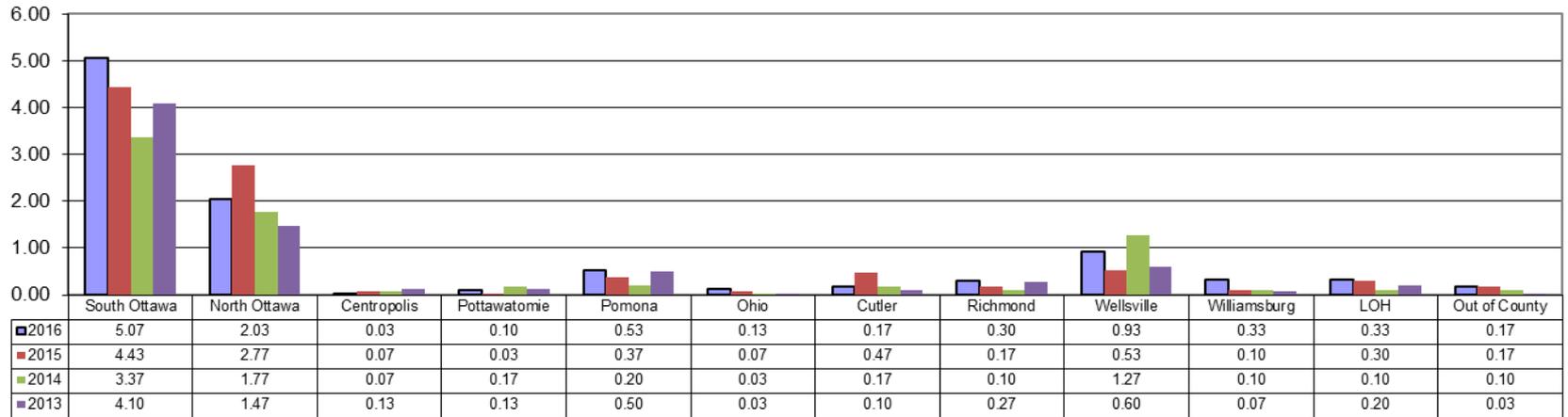
**September Activity Report  
2016**

Prepared by:  
Nick Robbins  
EMS Chief

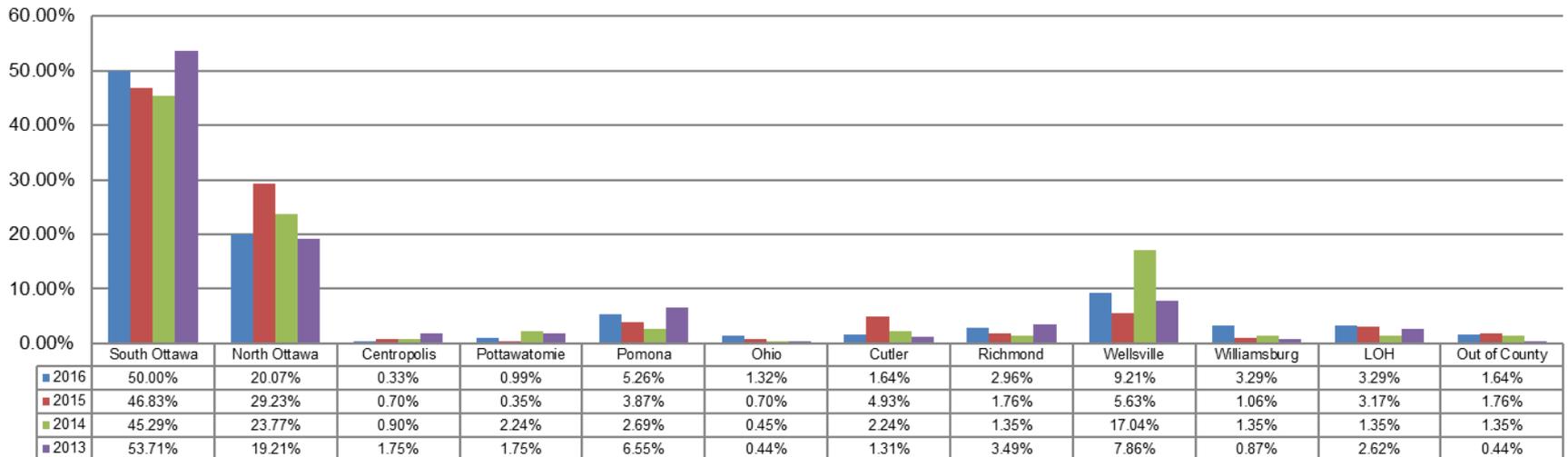
## September 2016 Ambulance Report

<b>Call Volume For the Month</b>				<b>304</b>	
<b>Average Calls Per Day</b>				<b>10.13</b>	
<b>Calls Year to Date</b>				<b>2611</b>	252
<b>2015 Calls for Month</b>				<b>284</b>	
<b>2015 Calls / Day average.</b>				<b>9.47</b>	
<b>2015 Year to Date Calls</b>				<b>2359</b>	
<b><u>September 2016 Deposit</u></b>					
Private Pay		\$2,359.13			2.99%
General Insurance		\$9,677.70			12.30%
Auto Insurance		\$3,104.80			3.94%
Blue Cross Insurance		\$7,765.73			9.86%
Medicare		\$47,962.22			60.91%
Medicaid		\$3,493.34			4.44%
Work Comp.		\$1,015.74			1.29%
VA Payment		\$1,945.23			2.47%
Collections		\$1,300.08			1.65%
	CEU & CPR	\$10.00			0.01%
	Reim. Exp	\$100.00			0.13%
	MidWest/Other	\$7.89			0.01%
<b>Total Deposits for month</b>		<b>\$78,741.86</b>		<b>Total percent</b>	<b>100.00%</b>
<b>Budget per month</b>		<b>\$66,666.67</b>			
<b>Per month + or-</b>		<b>\$12,075.19</b>			
<b>Year to date Deposits</b>		<b>\$793,165.14</b>			
<b>Yearly Budget amount</b>		<b>\$800,000.00</b>			
<b>Year to Date + or -</b>		<b>(\$6,834.86)</b>			
<b><u>September 2016 Adjustments</u></b>					
Medicare Adjustment		\$26,629.45			53.58%
Medicaid Adjustment		\$16,732.25			33.66%
General Insurance		\$3,662.61			7.37%
W/O- Deceased-No Estate		\$617.00			1.24%
State Collection Fee		\$311.29			0.63%
MidWest Collection Fee		\$42.11			0.08%
Small Balance		\$0.01			0.00%
Over Charge-Credit		\$0.00			0.00%
Write off		\$1,708.95			3.44%
<b>Totals</b>		<b>\$49,703.67</b>		<b>Total percent</b>	<b>100.00%</b>
	<b><u>Total Revenue for Month</u></b>		<b><u>\$78,741.86</u></b>		
	<b><u>Total Adjustment For Month</u></b>		<b><u>\$49,703.67</u></b>		
	<b><u>Total To State Set Off</u></b>		<b><u>\$10,515.58</u></b>		
	<b><u>Total To MidWest Collection</u></b>		<b><u>\$4,340.80</u></b>		
	<b><u>Total Billed for Month</u></b>		<b><u>\$155,185.00</u></b>		
	<b><u>Ambulance Move-up's</u></b>			<b><u>28</u></b>	

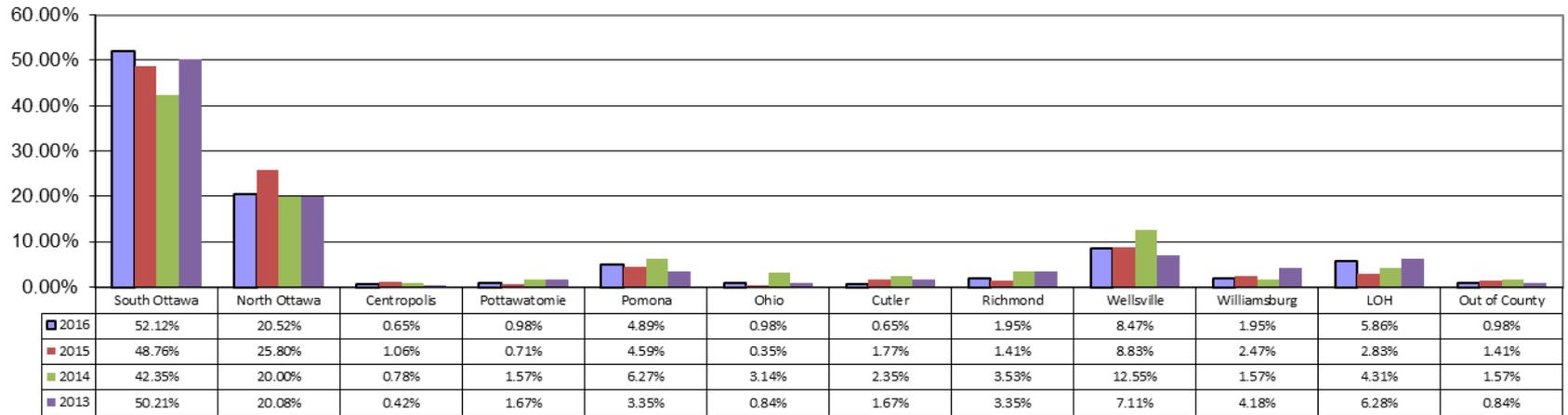
### 2013-2016 September Township Call/Day



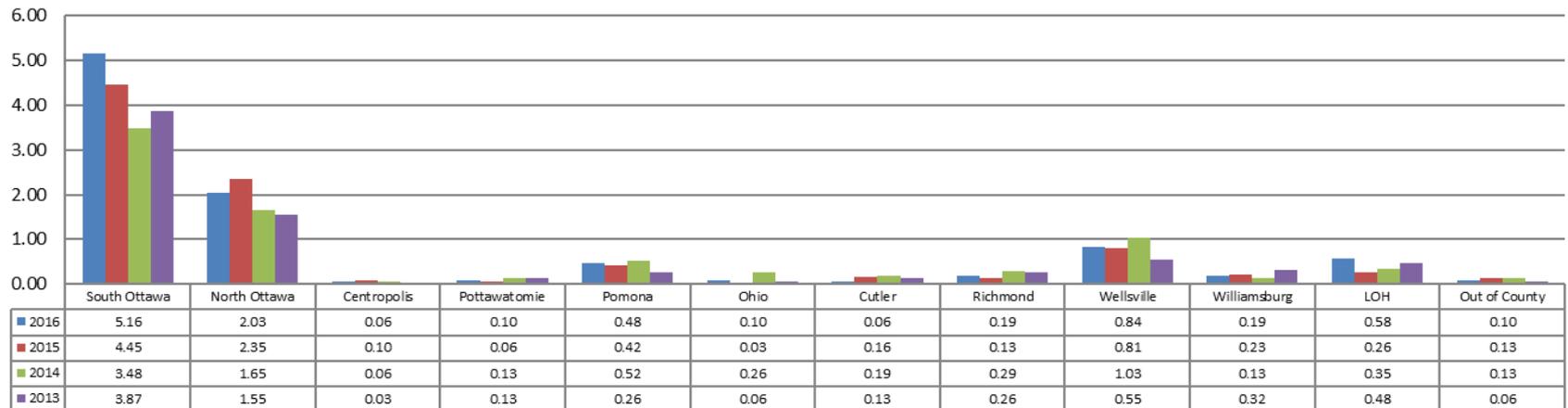
### 2013-2016 September Township Percentage



## 2013-2016 August Township Call Percentage



## 2013-2016 August Township Call/Day



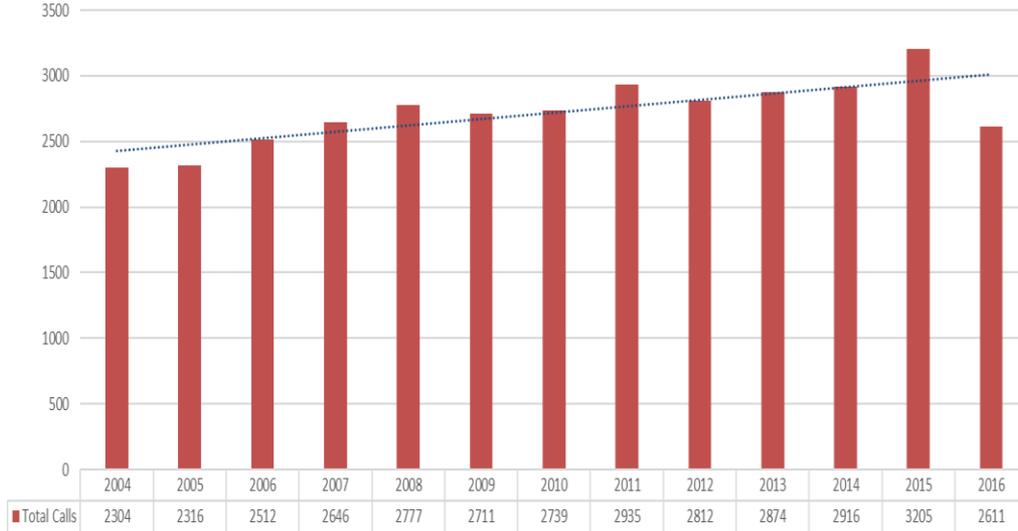
## September 2016 Data

Hospital			Nursing Home			Support Agencies			Refusal or Stand-by		
Anderson County	1	0.52%	KU Med Marillac Campus	0	0.00%	Life Star	0	0.00%	CPR Card	6	5.71%
Shawnee Mission Medical	0	0.00%	Comfort Care	0	0.00%	Life Team	0	0.00%	Refuse Medical	26	24.76%
St. Luke's South	2	1.03%	Meadow Brook Rehab.	0	0.00%	Franklin County EMS	0	0.00%	Fire Stand-by	1	0.95%
St. Luke's Plaza	0	0.00%	Baldwin Care Center	0	0.00%				CPR Class	3	2.86%
St. Francis Hospital	0	0.00%	Vintage Park	0	0.00%				MVA No Transport	15	14.29%
Stormont Vail Hospital	0	0.00%	Residence	2	40.00%				Public Relations	2	1.90%
St. Joseph Hospital	0	0.00%	Ottawa Retirement Village	2	40.00%				No Patient	3	2.86%
VA Hospital (KC, Leavenworth, and Topeka)	2	1.03%	Wellsville Manor	1	20.00%				Diabetic Treat no transport	3	2.86%
Children's Mercy South	0	0.00%	Richmond Health Care	0	0.00%				Lift Assist No transport	18	17.14%
St. Joseph Hospital	0	0.00%	Ottawa Retirement Plaza	0	0.00%				Stand-by	15	14.29%
Children's Mercy Hospital	0	0.00%	Select Hospital of KC	0	0.00%				Blood Draw	2	1.90%
Overland Park Regional	8	4.12%	Dr. Office	0	0.00%				Deceased no transport	4	3.81%
University of Kansas Med.	7	3.61%	Cottonwood Springs	0	0.00%				Special Charges	1	0.95%
Lawrence Memorial Hosp.	2	1.03%	Two Rivers	0	0.00%				No Transport	1	0.95%
Miami County Medical	1	0.52%	Golden Heights	0	0.00%				Cancelled Enroute	0	0.00%
Menorah Medical Center	0	0.00%	Village West	0	0				False Medical Alarm	4	3.81%
Olathe Medical Center	42	21.65%							Community Home visit	1	0.95%
St. Johns	0	0.00%									
Ransom Memorial Hosp.	129	66.49%									
Research Medical Ctr.	0	0.00%									
St. Luke's North	0	0.00%									
<b>Total and Percentage</b>	<b>194</b>	<b>100.00%</b>		<b>5</b>	<b>100.00%</b>		<b>0</b>	<b>0.00%</b>		<b>105</b>	<b>100.00%</b>
<b>Total Responses</b>	<b>304</b>								<b>Total Refusals</b>	<b>62</b>	<b>20.39%</b>

## State Collections Program

Years	Total	Total Collect	% of return
2007	\$ 139,772.38	\$ 24,573.52	17.58%
2008	\$ 159,056.76	\$ 31,692.87	19.93%
2009	\$ 159,501.84	\$ 29,523.46	18.51%
2010	\$ 138,126.55	\$ 34,874.53	25.25%
2011	\$ 166,553.98	\$ 31,454.28	18.89%
2012	\$ 236,535.65	\$ 27,296.20	11.54%
2013	\$ 148,315.61	\$ 32,131.94	21.66%
2014	\$ 157,400.22	\$ 31,125.61	19.77%
2015	\$ 126,239.78	\$ 28,682.21	22.72%
2016	\$ 138,331.38	\$ 25,179.81	18.20%
<b>Total</b>	<b>\$1,569,834.15</b>	<b>\$ 296,534.43</b>	<b>18.89%</b>

### Total Volume 2004-2016



## Mid-West Collections

Years	Total	Total Collect	% of return
2015	\$ 50,540.27	\$ 722.70	1.43%
2016	\$ 38,809.13	\$ 637.02	1.64%

2016	January	February	March	April	May	June	July	August	September	October	November	December	Total	Percentage
0:00	7	7	10	6	6	8	8	6	6				64	2.45%
1:00	9	7	6	7	4	9	4	9	12				67	2.57%
2:00	7	4	6	7	5	3	8	8	7				55	2.11%
3:00	7	2	7	5	8	2	11	8	7				57	2.18%
4:00	2	3	3	7	8	8	5	4	3				43	1.65%
5:00	5	8	3	7	8	3	4	3	4				45	1.72%
6:00	8	12	8	7	5	4	5	10	6				65	2.49%
7:00	8	7	9	11	10	11	8	10	14				88	3.37%
8:00	7	18	14	9	13	9	10	14	20				114	4.37%
9:00	13	18	15	12	19	15	19	12	16				139	5.32%
10:00	9	16	15	17	15	14	17	31	17				151	5.78%
11:00	18	12	12	12	11	16	16	17	7				121	4.63%
12:00	16	21	20	18	15	16	20	15	17				158	6.05%
13:00	15	19	23	17	27	20	14	18	31				184	7.05%
14:00	11	20	19	10	20	21	15	16	15				147	5.63%
15:00	17	23	22	12	11	10	17	11	16				139	5.32%
16:00	14	16	16	16	11	13	23	17	22				148	5.67%
17:00	15	10	14	16	16	17	22	20	20				150	5.74%
18:00	6	15	15	17	22	17	27	12	10				141	5.40%
19:00	7	18	12	11	16	21	15	11	12				123	4.71%
20:00	11	10	10	10	12	19	15	21	11				119	4.56%
21:00	7	10	12	15	14	11	10	13	10				102	3.91%
22:00	10	3	22	9	12	19	10	11	11				107	4.10%
23:00	12	7	10	8	7	10	10	10	10				84	3.22%
<b>Totals</b>	<b>241</b>	<b>286</b>	<b>303</b>	<b>266</b>	<b>295</b>	<b>296</b>	<b>313</b>	<b>307</b>	<b>304</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2611</b>	<b>100.00%</b>

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Larry D. Walrod  
Department: Planning & Building  
Date: Wednesday, October 12, 2016

## **AGENDA ITEM NARRATIVE**

Consider reappointing two (2) members and advertising for one (1) new member to the Franklin County Planning Commission.

## **BACKGROUND**

On September 30<sup>th</sup>, 2016 three (3) members of the Planning Commission terms expired. Those members are Loren Stewart, Stephanie Valencia and Robert Bowers. All three (3) members have served one (1) full term and can be reappointed serve one (1) additional term.

We have received letters from Mrs. Valencia and Mr. Bowers requesting to be reappointed to the Planning Commission. Mr. Stewart does not want to be reappointed.

## **SPECIFIC ACTION REQUESTED**

If the Board of County Commissioners agrees, the Commissioners should reappoint Stephanie Valencia and Robert Bowers to the Franklin County Planning Commission with their terms expiring on September 30, 2019 and direct Staff to advertise for one (1) position on the Franklin County Planning Commission.

## **ATTACHMENTS**

Letter seeking reappointment from Stephanie Valencia.  
Letter seeking reappointment from Robert Bowers.

September 23, 2016

Franklin County  
Planning & Building Dept.  
Attention: Larry Walrod, Planning Director  
1428 S. Main St.  
Suite #5  
Ottawa, KS 66067

Dear Mr. Walrod:

I would like to seek reappointment to the Franklin County Planning Commission. My first full term expired September 30<sup>th</sup>, 2016. My second full term will expire September 30<sup>th</sup>, 2019.

I feel my knowledge of the community as well as the land use planning process will be beneficial in assisting the County Commissioners in their decision to create a sustainable vision for future growth in Franklin County.

I appreciate your consideration for reappointment.

Sincerely,



Robert D. Bowers  
Franklin County Planning Commission

received  
9/29/16

September 23, 2016

Franklin County  
Planning & Building Dept.  
Attention: Larry Walrod, Planning Director  
1428 S. Main St.  
Suite #5  
Ottawa, KS 66067

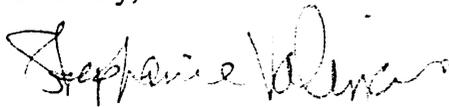
Dear Mr. Walrod:

I would like to seek reappointment to the Franklin County Planning Commission. My first full term expired September 30<sup>th</sup>, 2016. My second full term will expire September 30<sup>th</sup>, 2019.

I feel my knowledge of the community as well as the land use planning process will be beneficial in assisting the County Commissioners in their decision to create a sustainable vision for future growth in Franklin County.

I appreciate your consideration for reappointment.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie Valencia". The signature is fluid and cursive, written over a light blue horizontal line.

Stephanie Valencia  
Franklin County Planning Commission

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: James M. Haag, Jr.  
Department: Public Works  
Date: Wednesday, October 12, 2016

## **AGENDA ITEM NARRATIVE**

Consider awarding the bid for culverts to Welborn Sales, Inc. in the amount of \$19,645.80.

## **BACKGROUND**

The Department accepted faxed bids for culverts anticipated to be needed for the remainder of this year. Three bids were received. The low bidder did not bid 12 gauge 18" pipe as requested. Neither of the low bidders bid 12 gauge 15" pipe as requested. Welborn Sales, Inc. bid was the low bid which most closely complied with what was requested and should be awarded the bid.

## **SPECIFIC ACTION REQUESTED**

Motion awarding the Culvert bid to Welborn Sales, Inc. in the amount of \$19,645.80.

## **ATTACHMENTS**

Bid Tabulation for Culverts



# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Derek Brown  
Department: County Counselor  
Date: 10/12/16

## **AGENDA ITEM NARRATIVE**

Consider renewing "Employment Agreement" between the Franklin County Board of County Commissioners and Derek Brown, For Services As The County Counselor.

## **BACKGROUND**

## **SPECIFIC ACTION REQUESTED**

Motion to approve the "Employment Agreement" between the Franklin County Board of County Commissioners and Derek Brown, For Services As The County Counselor.

## **ATTACHMENTS**

## **EMPLOYMENT AGREEMENT**

**This Agreement** is made and entered into this 1st day of October, 2016, by and between the Franklin County Board of County Commissioners, (the “County”) and Derek L. Brown, (the “Employee”).

WHEREAS, the County is contracting for the services of the Employee as its County Counselor, and desires to formalize such contractual relationship, all in accordance with the laws of the State of Kansas as set forth in this Agreement; and

WHEREAS, the Employee desires to accept such employment upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the parties agree as follows:

### **Section 1. Duties; Working Hours**

The County employs the Employee as its County Counselor to perform the functions and duties as its chief legal advisor with all of the authority and powers provided therefore under the laws of the State of Kansas and the resolutions of the County and to perform such other legally permissible and proper functions and duties as the Governing Body of the County may from time to time assign.

### **Section 2. Term**

- a. The term of this Agreement shall be for a period of three (3) years commencing on the 1st day of October, 2016, and ending on the 30th day of September, 2019, and shall automatically be renewed for successive three (3) year terms unless the County gives the Employee written notice of its intent not to renew this Agreement at least ninety (90) days prior to the end of the present term or any renewal term hereof.
- b. Subject to the provisions of Section 3 hereof, nothing in this Agreement shall be construed to prevent, limit, or otherwise interfere with the right of the County to not renew the employment of the Employee at the expiration of the term or to terminate the services of the Employee at any time; or with the right of the Employee to resign from his position as County Counselor of the County at any time.

### **Section 3. Termination and Severance Pay**

In the event that the Employee is terminated without cause by the County, the County agrees to pay Employee a lump sum cash payment equal to three (3) month's salary and to compensate the Employee for all accrued and unused vacation and sick leave in accordance with County policy.

In the event the Employee is terminated with cause, the County shall pay Employee all accrued vacation leave as of the date of termination. Employee shall not be paid for sick leave if terminated for cause.

In the event the Employee voluntarily resigns his position, Employee shall give Employer 30 days advance notice unless the parties agree otherwise.

In the event of a resignation, Employee shall be paid all compensation due and owing for work performed and accrued vacation and sick leave in accordance with County policy.

For the purposes of this Agreement, "cause" shall be defined as any misconduct which is willful, malicious, intentional, grossly negligent, or criminal in nature and which exposes the County or any of its employees to liability or damages, or which negatively reflects upon the reputation of County, or which results in personal gain for Employee. "Cause" shall not include acts of simple negligence.

### **Section 4. Salary**

The County shall pay to Employee, during the term of this Agreement, as compensation for his services as County Counselor, a base salary of \$80,000.00 per year, payable in installments and at such intervals as other County employees are paid. The Employee shall be eligible for annual merit/performance and cost of living raises as budgeted by the Commission in its yearly budget during the term of this Agreement. Upon renewal of this Agreement, the County and the Employee agree to meet and discuss the potential need for an additional adjustment in compensation, above any yearly merit and cost of living raises. Nothing in this section precludes the County from giving Employee an additional raise and/or bonus as it may deem fit.

### **Section 5. Other Monetary Benefits**

Vehicle Allowance - The County shall provide the Employee with a vehicle allowance of \$3,600.00 per year for official use of his private vehicle payable in monthly installments on a pro-rata basis at such intervals as other County employees are paid. All operating, maintenance, and other expenses incurred by the Employee in connection with

his official duties shall be borne by the Employee. The County shall not provide any additional compensation or reimbursement to Employee for any travel within Franklin County.

#### **Section 6. Leave and Other Benefits**

- a. The accrual rate for Employee for vacation and for sick leave shall be governed by the *Franklin County Personnel Rules & Pay Plan* and the same as all other county employees. The Employee shall be granted one personal day per year.
- b. Group insurance and all other benefits provided to other employees of the County shall be made available to the Employee on like terms and conditions.
- c. The employee will also receive any benefits that other employees receive including but not limited to worker's compensation, unemployment insurance, KPERS, personal /family leave, and FICA.

#### **Section 7. Professional Development**

- a. The County shall budget for and pay the professional dues and subscriptions incurred by the Employee for his participation in such national, regional, state, and local associations or organizations as he deems necessary or desirable for his continued professional growth and advancement, and for the good of the County; provided, that with respect to local associations and organizations, the County's obligation shall be for payment for one (1) civic club of Employee's choice.
- b. The County shall budget for and pay the travel, registration, and subsistence expenses incurred by the Employee in the course of his attendance at or participation in such meetings, conferences, or other functions as he deems necessary to adequately discharge official and ceremonial functions on behalf of the County.
- c. The County shall budget and pay for travel and subsistence expenses incurred by the Employee for short courses, seminars, and institutes which he deems necessary for his professional development and for the good of the County.
- d. The County shall budget and pay for all Continuing Legal Education (CLE) that Employee deems necessary or desirable to maintain his

professional license and/or continue his professional growth.

## **Section 8. Other Terms and Conditions of Employment**

- a. In addition to benefits specifically enumerated in this Agreement, all provisions of the *Franklin County Personnel Rules & Pay Plan* and other rules and regulations of the County relating to vacation and sick leave, retirement and pension system contributions, holidays and other benefits and working conditions, as they now exist or may hereafter be amended, shall apply to the Employee in the same way as to other management employees of the County.
- b. The County, in consultation with the Employee, may fix any such other terms and conditions of employment relating to the performance of the Employee as it deems appropriate from time to time; provided, that such terms and conditions are not inconsistent with or in conflict with the express provisions of this Agreement or any other law or regulation. No such additional terms or conditions shall be effective unless first reduced to writing and mutually agreed to and signed by the Employee and the County.

## **Section 9. Risk Allocation**

- a. The parties acknowledge the applicability of the Kansas Tort Claims Act, K.S.A. 75-6101, *et seq.* (the “KTCA”), to the Employee. The Employee shall be afforded all of the rights and protections afforded public employees generally pursuant to the KTCA, including but not limited to those rights and protections relating to alleged violations of state and federal civil rights laws. The Employee may be afforded such additional rights and protections with respect to civil actions to which he is made a party, as the County may from time to time deem appropriate.
- b. The Employee shall keep all personal vehicles used for official business in good cosmetic and operating condition, and shall maintain continuously in force with respect to all such vehicles a policy of liability insurance. The Employee shall provide the County Clerk’s office with appropriate proof of compliance with the insurance requirements of this section, with such proof of compliance to be so furnished upon the renewal date of such policy or upon the date a new policy shall be issued.

## **Section 10. Performance Evaluation**

The Governing Body of the County shall provide Employee with a performance evaluation on an annual basis, or sooner, if the County determines necessary, to ensure adequate communication and direction on the performance of the Employee. To the extent desirable by the Governing Body, it may request that the County Administrator and/or any other Department Heads provide input helpful in evaluating Employee.

## **Section 11. Bond**

The County shall bear the full cost of any fidelity or other bonds required of the Employee.

## **Section 12. Performance of Secondary Legal Work**

The Employee may be permitted to perform legal work for others so long as the legal work has been approved by the Governing Body of the County, is considered secondary to public service, does not interfere with the performance of Employee's duties with the County, and no legal, financial or ethical conflicts of interests exist or arise due to the secondary legal work. The Employee shall not use any County property for secondary legal work.

## **Section 13. General Provisions**

- a. The text hereof shall constitute the entire Agreement of the parties.
- b. Other than those provisions relating to the Employee's obligation to serve as the County Counselor, this Agreement shall be binding upon and inure to the benefit of the heirs and executors of the Employee.
- c. Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this Agreement without first obtaining the express written consent of the other.
- d. Should any provision of this Agreement or any portion thereof, be held unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed as severable, shall not be affected and shall remain in full force and effect.
- e. This Agreement is governed by Kansas Law.

**Section 14. Advice of Counsel**

Each party to this Agreement represents and warrants to the other party that such party has read and fully understands the terms and provisions hereof, has had an opportunity to review this Agreement with independent legal counsel, and has executed this Agreement based upon such party's own judgment and advice of independent legal counsel.

**Section 15. Effective Date**

The effective date of this Agreement shall be October 1, 2016.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed the day and year first above written.

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Board of County Commissioners, Employer  
By: Richard A. Howard, Chairperson

And

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Derek L. Brown, Employee

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: 10/12/16

## **AGENDA ITEM NARRATIVE**

Consider approving agreement between the Franklin County Board of County Commissioners and Derek Brown for services as Interim County Administrator.

## **BACKGROUND**

## **SPECIFIC ACTION REQUESTED**

Motion to approve agreement between the Franklin County Board of County Commissioners and Derek Brown for services as Interim County Administrator.

## **ATTACHMENTS**



# BOARD OF FRANKLIN COUNTY COMMISSIONERS

Richard A Howard, 2nd District

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

Steven W. Harris, 4th District  
Randall L. Renoud, 5<sup>th</sup> District



October 12, 2016

Derek Brown  
County Counselor  
1428 S. Main Street, Suite 2  
Ottawa, KS 66067

RE: Agreement for Services as Interim Administrator

Dear Mr. Brown,

As authorized by the Board of County Commissioners at its October 5, 2016, meeting, I am pleased to confirm in writing the terms of your appointment as Interim County Administrator for Franklin County, Kansas. The effective date of your appointment is October 1, 2016, and this Agreement shall be effective for a period of 4 months, from October 1, 2016, through January 31, 2017.

Your salary will be \$5,000.00 per pay period in addition to your current salary and all benefits you currently receive as County Counselor. In addition, you will receive \$100.00 per pay period as a driving allowance in addition to the driving allowance you already receive as County Counselor.

When a new County Administrator is appointed, you will return to your assignment as County Counselor. Should the Commission elect to terminate your position as Interim County Administrator prior to hiring a County Administrator, you shall remain the County Counselor. Should your services as Interim County Administrator be desired for a period of longer than 4 months, a separate agreement shall be negotiated.

This Agreement does not in any way supersede the "Employment Agreement" between you and the Board regarding your services as County Counselor and said "Employment Agreement" shall remain in full force and effect, regardless of your status as Interim County Administrator.

To indicate your acceptance of these terms, please execute as indicated below.

Sincerely,

Accepted:

\_\_\_\_\_  
Richard A. Howard  
Chairman

\_\_\_\_\_  
Derek L. Brown  
County Counselor  
Interim County Administrator

