

*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, Jan. 24, 2018 | 8:30 a.m.**

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

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**A. ROLL CALL:**

Howard    Waymire    Renoud    Oglesby    Dunn

**B. PLEDGE OF ALLEGIANCE**

**C. INVOCATION:**

1. Invocation Led By Kathy Symes, Wellsville United Methodist Church, Wellsville.

**D. CORRESPONDENCE & ORGANIZATIONAL BUSINESS**

1. Receive A Community Partners Quarterly Update From Mid-America Nutrition. Angie Logan, Director
2. Receive A Community Partners Quarterly Update From Franklin County Development Council. James Oltman, Executive Director

**E. 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.

**F. 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 Jan. 17, 2018.

2. Consider And Approve Claim Vouchers And Tax Change Orders.

## **G. ITEMS OF BUSINESS:**

1. Consider For Approval Adopting A Worksite Lactation Policy. Erin Laurie, Health Educator And WIC Nutritionist

Documents:

[2018 0124 worksite lactation policy.pdf](#)  
[franklin county worksite lactation policy\\_draft2.pdf](#)  
[county lactation rooms.pdf](#)

2. Consider For Approval Accepting Kansas Department Of Corrections (KDOC) Juvenile Justice Reinvestment Grant Letter Of Notification Awarding Funds And Conditions Of Grant. Allison Dickinson, Community Corrections Director

Documents:

[agenda cover sheet fy2018 kdoc juvenile reinvestment grant conditions approval 1.24.2018.pdf](#)  
[4th jd reinvestment grant conditions.pdf](#)  
[fy18 reinvestment grant kansas department of corrections 9.5.17.pdf](#)

3. Consider For Approval Executing Supplemental No 1 To The Federal Fund Exchange Master Agreement. James M. Haag, Jr., Public Works Director

Documents:

[supplementa 1 federal func exchange master agreement 01.24.18.pdf](#)  
[supplemental agreement 1 federal fund exchange master agreement 01.24.18.pdf cv.pdf](#)  
[federal funds.pdf](#)

## **H. STAFF REPORTS**

### **I. COMMISSIONER COMMENTS AND BOARD REPORTS**

### **J. CONSIDER A MOTION FOR ADJOURNMENT**

## **K. INFORMATION AND ANNOUNCEMENTS:**

### 1. Upcoming Events

- Commission Meeting on Jan. 31, 2018 at 8:30 A.M.
- Commission Study Session on Feb. 4, 2018 at 8:30 A.M.
- Commission Meeting on Feb. 7, 2018 at 8:30 A.M.
- Commission Meeting on Feb. 14, 2018 at 8:30 A.M.
- Commission Meeting on Feb. 21, 2018 at 8:30 A.M.
- Joint City/County/School Board Luncheon on Feb. 21, 2018 at City Hall at Noon.
- Commission Meeting on Feb. 28, 2018 at 8:30 A.M.





# Franklin County Agenda Cover Sheet

**To:** Franklin County Board of County Commissioners  
**From:** Erin Laurie, Midge Ransom  
**Department:** Health  
**Date:** January 24, 2018

## AGENDA ITEM NARRATIVE

Workplace Lactation Policy

## BACKGROUND

The U.S. Patient Protection and Affordable Care Act enacted in March 2010, amended the Fair Labor Standards Act (FLSA) and provides breastfeeding employees the right to lactation accommodations. In support of Franklin County Employees, their infants, and in compliance with the FLSA, a workplace lactation policy is recommended for adoption that allows employees a private place and time for breastfeeding or to express milk.

This policy has been adapted from the “Making it Work: For Employers”, part of the Making it Work Tool Kit from the New York State Department of Health and the New York State WIC.

## SPECIFIC ACTION REQUESTED

Adopt a Worksite Lactation Policy

## ATTACHMENTS

Franklin County Worksite Lactation Policy

## **Worksite Lactation Policy**

Franklin County acknowledges the worksite accommodation law in the U.S. Patient Protection and Affordable Care Act enacted in March 2010, which amends the Fair Labor Standards Act (FLSA and therefore provides breastfeeding employees the following lactation accommodations:

### **Lactation Accommodation Provisions**

#### **Reasonable Time to Express Milk at Work**

Employees shall be provided reasonable time to express milk while at work for up to one year following the child's birth each time the employee has need to express milk. Employees should use usual break and meal periods for expressing milk, when possible. If additional time is needed beyond the provided breaks, employees may use personal leave or may make up the time as negotiated with their supervisors. FLSA-exempt employees may express milk whenever necessary during the work day.

#### **A Private Area for Milk Expression**

Employees will be provided with a private place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public, to express breast milk. The room can be a designated space for lactation. If this is not practical or possible, a vacant office, conference room, or other small area can be used so long as it is not accessible or visible to the public or other employees while the nursing employee is using the room to express milk. The room will:

- . Be in close proximity to the employee's work station when possible
- . Have a door equipped with a functional lock or, if this is not possible, the room will have a sign advising that the room or location is in use and not accessible to other employees or the public
- . Be well lit
- . Ensure privacy by covering any windows with a curtain, blind, or other covering
- . Contain at a minimum a chair and a small table, counter, or other flat surface
- . Ideally include an electrical outlet and nearby access to clean water

No employee shall be discriminated against for breastfeeding or expressing milk during the work period, and reasonable efforts will be made to assist employees in meeting their infant feeding goals while at work.

This policy shall be communicated to all current employees and included in new employee orientation training.

Any act found to be intentional that invades a nursing mother's privacy shall be treated as a disciplinary offense and reported to the appropriate manager.

### **Employer Responsibilities**

Franklin County will:

- Maintain the cleanliness of the room or location set aside for the use of employees expressing breast milk at work.
- Notify employees returning to work following the birth of a child of their rights under the national worksite lactation accommodation law in the U.S. Patient Affordable Care Act. This notice may either be provided individually to affected employees or to all employees generally through posting in a central location.
- The employer assumes no responsibility for the safekeeping of the expressed milk.

### **Employee Responsibilities**

Breastfeeding employees utilizing lactation support services will:

- Give supervisors advance notice of the need for lactation accommodations, preferably prior to their return to work following the birth of the child. This will allow supervisors the opportunity to establish a location and work out scheduling issues.
- Maintain the designated area by wiping the pump (if provided) and surfaces with microbial wipes so the area is clean for the next user.
- Insure the safekeeping of expressed breast milk stored in any refrigerator on the premises. Breast milk can be stored in a general company refrigerator, in a refrigerator provided in the lactation room, or in the employee's personal cooler. All milk expressed must be labeled with the employee's name and date collected when storing in a shared refrigeration unit. All stored milk should be removed by from the refrigerator by close of business every day.

### Lactation Rooms for County Buildings

*Rooms are to have a comfortable chair, one electrical outlet, blinds or coverings over window(s), lockable door  
A table and good lighting are recommended and a sink is preferred.*

Courthouse	Appraiser's conference Room - 2nd floor	
Annex - all departments	Health Department - Lobby Breastfeeding Room r 1st Alternate: Exam room 2nd Alternate Public Works Break Room-alternate	
County Attorney	Conference Room	Alternate: Visitor's Waiting Room
Juvenile Detention Center	Visitor's Waiting/Meeting Room	
Sheriff's Department	Visitor's Waiting Room - Juvenile Detention	
Public Works Building	Sign Office	Alternate: Jeff's Office
Transfer Station	n/a	
Noxious Weed	Public Works Building designated office	
Recycling Center	Public Works building designated office	
Visitor's Center	Staff Office #2	
EMS	Female Bunk room	

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: Allison Dickinson  
Department: Community Corrections  
Date: January 24th, 2018

## **AGENDA ITEM NARRATIVE**

Kansas Department of Corrections (KDOC) Juvenile Justice Reinvestment Grant letter of notification awarding funds and Conditions of Grant.

## **BACKGROUND**

The Board of County Commissioners in conjunction with Juvenile Corrections Advisory Board were notified that the Kansas Department of Corrections was accepting applications for a Juvenile Justice Reinvestment Grant. On behalf of the 4th Judicial District including Franklin County, Community Corrections submitted a proposed grant requesting funds and received approval from the board on August 23rd, 2017. On January 9th, 2018, the district was notified that \$73,464.00 in funds under the grant for implementation of evidence-based programs and practices for juvenile offenders and families was being awarded. The attached grant conditions must be signed prior to funds being released. These conditions detail the responsibilities associated with the receipt of funding from KDOC. An additional Juvenile Reinvestment Collaboration Grant with Johnson County was also approved with our district receiving \$11,000 for juveniles to assist with higher education and vocational training +

## **SPECIFIC ACTION REQUESTED**

Move to Approve: Juvenile Justice Reinvestment Grant Conditions of Grant

## **ATTACHMENTS**

Juvenile Justice Reinvestment Grant Conditions of Grant  
Juvenile Justice Reinvestment Grant Narrative



# AGREEMENT CONDITIONS OF GRANT

## Juvenile Justice Reinvestment and Regional Collaboration Grants

A grant is hereby awarded, commencing on the 9<sup>th</sup> day of January 2018, from the Kansas Department of Corrections, Juvenile Services, hereinafter referred to as “KDOC-JS,” to the **Franklin County Board of County Commissioners**, hereinafter referred to as “GRANTEE.” This grant and conditions, to which both parties agree and which are enumerated below, remain effective until June 30, 2018. Acceptance of reinvestment grant funds indicates GRANTEE’S acknowledgement of, and intent to comply with, all the conditions outlined below.

### I. GRANTEE AGREES TO:

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

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

## **II. JUVENILE SERVICES AGREES TO:**

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

- D. Conduct audits and reviews of GRANTEE to determine their level of compliance with the KDOC-JS Financial Rules and Guidelines and all applicable laws, regulations, and policies. In the event of a finding of unsatisfactory compliance with its obligations under this Agreement, or a finding based upon other evidence of a serious violation and/or lack of compliance with Agreement, all applicable Federal and State laws and regulations, as well as KDOC-JS field standards, policies and procedures, KDOC-JS may withhold part or all of any grant due or to become due to GRANTEE as payment for services rendered hereunder.
- E. Neither assume nor accept any liability for the actions or failure to act, either professionally or otherwise, of GRANTEE, its employees and/or its contractual agents.

**APPROVED BY: Chairperson, Board of County Commissioners**

Name: \_\_\_\_\_  
(Please Print First Name, MI, and Last Name)

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

**APPROVED BY: Kansas Department of Corrections, Juvenile Services**

Name: Joe Norwood, Secretary

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

FY18 Reinvestment Grant Kansas Department of Corrections

Fourth Judicial District Community Corrections Proposal Narrative

September 5, 2017

The following information provides a description of necessary components for the Fourth Judicial District Reinvestment Grant proposal.

Contact person & general oversight of program: Allison Dickinson, the Director of the Fourth Judicial District Community Corrections. Allison can be contacted at 785-229-3519 [adickinson@franklincoks.org](mailto:adickinson@franklincoks.org)

The Fourth Judicial District's purpose of the proposal is to provide Cognitive Programming to our district as well as a Risk Reduction Program to address and assist with financial barriers that several juveniles face. This includes substance abuse evaluation/treatment, mental health evaluation/treatment, access to academic and vocation education, transportation and housing assistance, food, clothing, electronic monitoring services, counseling for anger management and social skills development. The programs will provide services to juveniles in four (4) counties located in Anderson, Coffey, Franklin, and Osage. The county seat is situated approximately 30 miles south of the Kansas City metro. There are typically several miles between municipalities, with long distances between the District Courts. The City of Ottawa, KS is the designated county seat. There is currently no statewide contract for these programs.

Description of who would be served by this item or program:

1. Cognitive Program: Juveniles between the ages of 10 and 21, male and female, that have been adjudicated as a juvenile of a misdemeanor and/or felony offense. The cognitive program would include: moderate to high risk juveniles that are in jeopardy of being placed outside their home/community into a residential placement or Juvenile Correctional Facility (JCF), Juveniles returning into the community from JCF placement, Community Corrections Case Management, Community Corrections Intensive Supervised Probation, and Court Services. Community Corrections estimates to serve 29 youth and Court Services estimates to serve 25 youth. This program is needed to address the district's gap in services and programming of juvenile offenders.
2. The Risk Reduction Program: Juveniles between the ages of 10 and 21, male and female, that have been adjudicated as a juvenile of a misdemeanor and/or felony offense. The Risk Reduction Program would include: moderate to high risk juveniles that are in jeopardy of being placed outside their home/community into a residential placement or Juvenile Correctional Facility (JCF), Juveniles returning into the community from JCF placement, Community Corrections Case Management and Community Corrections Intensive Supervised Probation.

### Description of why this item/program is needed:

Cognitive Program: This program is needed to address the district's gap in cognitive tools/programming for offender youth. Forward Thinking is a cognitive-behavioral curriculum from The Change Companies that offers an EBP approach that is cost effective. It applies evidence-based strategies with juveniles in the criminal justice setting by using interactive journaling. The series addresses areas of criminogenic needs, attitude and orientation, peer relations, personality/behavior, reentry planning, relationships and communication, family, victim awareness and substance abuse as well as responsivity factors in these areas. The curriculum offers a pre-post test as well for participating youth. Research supports that implementing effective practices such as Forward Thinking with interactive journaling, can address target interventions. Currently, 54 youth in our judicial district present a need for this curriculum. Citations showing the program as evidence-based

1. SAMHSA's National Registry of Evidence-based Programs and Practices
2. <https://www.ncbi.nlm.nih.gov/pubmed/21362642>
3. <https://www.changecompanies.net/evidence/?filter=academia>
4. <https://nicic.gov/theprinciplesofeffectiveinterventions>

Risk Reduction Program: This program is needed to address the financial barriers related to treatment and lower socio economic status for the offender youth and families in our rural communities. By implementing a voucher assistance program for community services and basic living needs, it will allow our judicial district to identify risk needs and address target interventions. Under the Eight Evidence-Base Principles for Effective Interventions, this program will address the risk, need, and responsivity principle and promote juveniles to engage in ongoing support in their natural communities. It is anticipated that providing increased dosage and access to education, treatment, counseling, basic living needs, and transportation to appointments, it will reduce or lower risk behaviors. By delivering targeted and timely treatment, as well as providing pro-social opportunities and social engagement, this program looks to lower risk of juveniles in the criminal justice system. Currently, 29 youth in our judicial district will be targeted for this program. Citations showing this practice as evidence-based

1. <https://nicic.gov/theprinciplesofeffectiveinterventions>
2. Palmer, 1995; Clear, 1981; Taxman & Byrne, 2001; Currie, 1998; Petersilia, 1997, 2002, Andrews & Bonta, 1998–Treatment Principle

### Administration

The implementing agencies for both programs are the same as outlined above. Oversight will be performed by Community Corrections.

Cognitive Program: Oversight by agency supervisors is needed to insure staff members are getting proper training to administer the program and to ensure fidelity is in place. If program is found to not be working as intended, additional training will occur with staff.

The program goal is for targeted juveniles to successfully complete the program of the interactive journaling series within the time frame of their probation period. This will be evaluated by each agency supervisor logging youth that enter the program and those who exit and have successfully or unsuccessfully completed. The time frame is based upon the individual youth's probationary period. As the program has not been utilized in our district, it is estimated that data collection and outcomes can be accumulated bi-annually with results to be evaluated at one years' time. Per grant requirements, a monthly program report will be submitted within 15 days of the end of the reporting month. Implementation is projected to be within 3 months as juvenile staff will need to complete training associated with the tool.

Risk Reduction Program: Oversight by Community Corrections Director is needed to regulate and monitor vouchers are appropriate for targeted juveniles. If program is found to not be working as intended, voucher assistance will cease to allow for evaluation and correction.

The program goal is for targeted juveniles to successfully complete the program interventions within the time frame of their probation period with the exception of academic and vocational education as those areas require additional time for completion. Secondly, to provide juveniles access of natural community interventions and supports in a timely manner. The Community Corrections Director will maintain the database regarding program participant's interventions and collection of outcomes. As the program has not been utilized in our district, it is estimated that data collection and outcomes can be accumulated bi-annually with results to be evaluated at one years' time. Per grant requirements, a monthly program report will be submitted within 15 days of the end of the reporting month. Implementation of the Risk Reduction Program is projected to be within 30 days the grant funds are received and referrals are submitted by staff.

### Sustainability

At this time, there are no organizational, structural, or cultural changes needed to sustain positive outcomes. Overtime could potentially be needed for line staff to appropriate time to train and implement. There are no internal or external challenges/barriers foreseen to continuing this proposed program beyond 1 or 2 years.

### Outcomes and Evaluation

Data collected will include probation agency that is associated with youth, YLS score, risk reduction intervention utilized, and if Forward Thinking Curriculum is completed within probationary time frame. The Community Corrections Director will maintain the database and collection of outcomes. Information regarding youth utilizing the Cognitive and Risk Reduction Program, will be directed from each participating Agency's Director/Supervisor to Community Corrections Director.

The training plan that is offered by The Change Companies for Forward Thinking that our judicial district is implementing is self-paced, individualized, and on-line. The Fourth Judicial District Community Corrections will implement and maintain quality assurance (QA) procedures that are used to evaluate staff's ability to incorporate the skills, techniques, and principles derived from the training certification process by random in office review by a supervisor to monitor fidelity. These will be completed on a bi-annual basis and feedback/coaching will be given to each staff member regarding their ability to administer the cognitive programming with the juvenile. At that time, the supervisor will evaluate if additional items need to be addressed to maximize the outcomes of the program. The Judicial District's outcome target of change are as follows and measurements will be collected:

1. Percent of youth living at home at completion of program 100%
2. Percent of youth living at home 1 year after completion of program 90%
3. Percent of youth in school and/or working at completion of program 90%
4. Percent of youth in school and/or working 1 year after completion of program 90%
5. Percent of youth with no new arrests at completion of program 80%
6. Percent of youth with no new arrests 1 year after completion of program 80%
7. Percent of youth successfully completing program 80%

# Franklin County Agenda Cover Sheet



To: Franklin County Board of County Commissioners  
From: James M. Haag, Jr.  
Department: Public Works  
Date: Wednesday, January 24, 2018

## **AGENDA ITEM NARRATIVE**

Consider for approval executing supplemental No 1 to the Federal Fund Exchange Master Agreement.

## **BACKGROUND**

The Secretary has authorized the Federal Fund Exchange Program. The Secretary and Franklin County executed Agreement 136-16 so that Franklin County could exchange our Federal Funds. The program has changed which necessitates the Supplemental No 1 be executed so Franklin County can continue to participate in the program.

## **SPECIFIC ACTION REQUESTED**

Motion approving the execution of Supplemental No 1 Federal Fund Exchange Master Agreement.

## **ATTACHMENTS**

Supplemental No 1, BLP Memo 17-07

FUND EXCHANGE MASTER  
FRANKLIN COUNTY, KANSAS

**S U P P L E M E N T A L   A G R E E M E N T   N o .   1**

This Agreement, effective as of the date signed by the Secretary or designee, is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **FRANKLIN COUNTY, KANSAS** (the “County”), collectively, the “Parties.”

**RECITALS:**

- A. The Secretary and the County entered into Agreement No. 136-16 dated May 2, 2016, for the purpose of participating in the Secretary’s voluntary Federal Fund Exchange Program (the “Original Master Agreement”).
- B. The Parties now mutually desire to supplement the Original Master Agreement to reflect a change in the exchange provisions.

**NOW, THEREFORE**, the Parties agree as follows:

- 1. On page one (1) of the Original Master Agreement, Recital A be replaced in its entirety to read as follows:
  - A. The Secretary has authorized a voluntary Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to the Secretary.
- 2. On page one (1) of the Original Master Agreement, Recital B be replaced in its entirety to read as follows:
  - B. The County desires to exchange all or a portion of the County’s annual allotment of Federal Funds for State Funds at the Exchange Rate.
- 3. On page one (1) of the Original Master Agreement, Article I, paragraph 2, **Banked Funds**, be deleted and the subsequent definition paragraphs renumbered.
- 4. On page two (2) of the Original Master Agreement, Article I, paragraph 4, **Exchange Rate**, be replaced in its entirety to read as follows:
  - 4. “**Exchange Rate**” means the exchange of the County’s Federal Funds allotment for State Funds at the reimbursement rate determined by the Secretary in the Fund Exchange Request.
- 5. On pages two (2) and three (3) of the Original Master Agreement, Article II, paragraph 3, **Exchange of Funds**, be replaced in its entirety to read as follows:
  - 3. **Exchange of Funds**. When the County submits a Fund Exchange Request, to use the Exchanged Funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
    - (a) The County authorizes the Secretary to retain and use the Exchanged Portion of the County’s annual allotment of Federal Funds for the federal fiscal year indicated in the Fund Exchange Request in exchange for State Funds at the Exchange Rate.
    - (b) The Secretary shall reimburse the County, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, in an amount not to exceed the



Exchange Rate multiplied by the Exchanged Funds. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the County.

- (c) The County understands that the Secretary may use the retained Federal Funds exchanged by the County for any federally eligible purpose or project within the State.
- (d) The Secretary will make partial payments to the County for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the County and any reimbursement form required by KDOT.

6. Attachment A of the Original Master Agreement, is null and void, and is replaced by the attached Revised Attachment A.

**THIS SUPPLEMENTAL AGREEMENT** shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

**IN WITNESS WHEREOF**, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

FRANKLIN COUNTY, KANSAS

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

\_\_\_\_\_  
CHAIRPERSON

(SEAL)

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

Kansas Department of Transportation  
Secretary of Transportation

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

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Richard Carlson, Secretary  
Michael J. Stringer, P.E., Chief



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kdot#publicinfo@ks.gov  
<http://www.ksdot.org>

Sam Brownback, Governor

BLP Memo 17-07

Date: August 3, 2017

To: County Engineers/City Engineers/Road Supervisors/Highway Administrators/Public Works Directors and Consultants

From: Michael J. Stringer, P.E., Chief  
Bureau of Local Projects

Subject: Modifications to the Federal Fund Exchange (FFE) Program

After re-evaluating the FFE program as originally established in Federal Fiscal Year (FFY) 2011, KDOT has determined the need to adjust our guidelines.

Beginning with the 2018 FFY, which runs from October 1, 2017 through September 30, 2018, the FFE Program will be modified as follows:

1. Banking of Federal or State funds in the program will no longer be permitted. All such funds available to the Local Public Authority (LPA) must be used or requested for reimbursement by September 15 of the FFY of the distribution. Any funds remaining after September 15 will be lost to the LPA to which they were made available.
2. Beginning with FFY 2018, the exchange rate will be temporarily reduced to \$0.75 State Funds/\$1.00 Federal funds. The exchange rate will be reviewed and established annually by the Secretary of Transportation.

Representatives of KDOT are planning to schedule meetings around the State with our local partners to provide more detail and answer questions about why these changes are needed.

If further information is needed or there are questions concerning this topic, please contact either:

- Michael Stringer at (785) 296-3861 or by email at: [Michael.stringer@ks.gov](mailto:Michael.stringer@ks.gov),
- Tod Salfrank at (785) 368-7396 or by email at: [tod.salfrank@ks.gov](mailto:tod.salfrank@ks.gov), or
- Ingrid Horton at (785) 368-7468 or by email at: [Ingrid.horton@ks.gov](mailto:Ingrid.horton@ks.gov)

Sincerely,

A handwritten signature in black ink that reads "Michael J. Stringer". The signature is written in a cursive style.

Michael J. Stringer, P.E., Chief  
Bureau of Local Projects



**REQUEST TO EXCHANGE FEDERAL FUNDS  
under the Federal-Aid Fund Exchange Master Agreement**

Date:

County/City:

Federal Funds to Be Exchanged:

Exchange Rate for 2XXX: \$0.XX State Funds/\$1.00 Federal Funds

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
*Signature\** *Date*

\_\_\_\_\_  
*Typed or Printed Name*

\_\_\_\_\_  
*Title*

*\*The representative signing this request must be authorized by law to bind the city/county to an agreement.*