

MINUTES FOR JULY 15, 2019
BOARD OF CHEROKEE COUNTY COMMISSIONERS
CHEROKEE COUNTY, KANSAS

Chairman Cory Moates called the regular session of the Cherokee County Board of Commissioners (The Board), to order at 9:00 a.m. on Monday, July 15, 2019 in the Commission Room, #109 of the Cherokee County Courthouse located at 110 West Maple, Columbus, Kansas. Commissioner Myra Carlisle Frazier opened the meeting with prayer followed by the Pledge of Allegiance. Commissioners Cory Moates, Myra Carlisle Frazier, County Counselor Barbara Wright, and County Clerk Rodney Edmondson were present. Commissioner Neal Anderson was absent.

Members of the press present: Larry Hiatt

A motion was made by Commissioner Frazier to approve the Minutes of the July 8, 2019 BOCC meeting as written. The motion was seconded by Commissioner Moates. The motion carried 2-0.

Taylor Brown appeared before the Board regarding the drainage pipe installation taking place on Quaker Rd. She stated that they have been having problems with water drainage since last year. She stated that they are not in the floodplain. She is concerned that the increased flow from more culverts will cause additional flooding on their property. She stated that the water is getting caught up south of them and backing up onto their property. They have tried to clear out the debris but can't get it clear. Commissioner Moates stated that the problem area south of them is on private property and that presents a problem. He will get with Jason Allison to see if the mitigation grant will allow funds to be used for a project like this. Commissioner Moates stated that they will get with Leonard Vanatta and Jason Allison to see what avenues they can take.

Leonard Vanatta, County Road Supervisor and Louis Schreiner, County Lot Supervisor appeared before the Board on county road business. Commissioner Moates asked Leonard to get with George Dockery from KDOT to see if there is something that they can do around the highway area and Quaker Rd. regarding the water drainage problems. Leonard stated that he has a meeting at 10:00 with the Kansas Department of Emergency Management regarding the damage assessment and mitigation funding following the recent flooding.

Cecil Brown appeared before the Board regarding the situation with the Noxious Weed Department. He offered to help on a temporary basis Monday through Thursday until the end of October. He asked for a cellphone and access to Logan Grant by phone since he would be operating under Grant's license. He agreed to a rate of pay of \$14.60 per hour for 32 hours per week. The Board agreed to set it up as contract labor and not a county employee. The Board asked Counselor Wright to draft a contract for consideration.

A motion was made by Commissioner Frazier to approve the payroll for the period ending July 5th. The motion was seconded by Commissioner Moates. The motion carried 2-0.

A motion was made by Commissioner Moates to approve the accounts payable for the period ending July 11, 2019. The motion was seconded by Commissioner Frazier. The motion carried 2-0.

Jim Burton, Solid Waste Committee Chairman, appeared before the Board seeking permission to sign the contract for the grant acceptance from KDHE.

A motion was made by Commissioner Frazier to authorize Jim Burton to be the signator for the solid waste grant. The motion was seconded by Commissioner Moates. The motion carried 2-0.

A motion was made by Commissioner Moates to recess until 11:00 a.m. The motion was seconded by Commissioner Frazier. The motion carried 2-0 at 10:03 a.m.

The meeting reconvened at 11:00 a.m.

Ralph Houser updated the Board following the recent Kansas Department of Labor inspection. He is seeking approval by the Board to gather bids on updating the electrical system in the courthouse. The Board approved the request.

Counselor Wright presented a contract for services agreement with Cecil Brown for the Noxious Weed department for the Board to consider.

A motion was made by Commissioner Moates to sign the contract with Cecil Brown for the Noxious Weed department. The motion was seconded by Commissioner Frazier. The motion carried 2-0.

Rebecca Brassart presented a floodplain map for the area near Quaker Rd. that was discussed earlier in the meeting. The map shows that a Letter of Map Amendment is in place for the Brown's house and detached garage. The remainder of the property is in the floodplain.

The Board discussed the 911 Addressing and Mapping Coordinators position. Commissioner Moates stated that there is one other application for that position, along with several applications for the other position in that office. Moates stated that the other applicant is not available at this time to come in for an interview.

A motion was made by Commissioner Moates to appoint Rebecca Brassart as the 911 Mapping Administrator. There was discussion regarding the salary for the position between the Board and Rebecca Brassart. She agreed to work up a salary comparison for similar positions in other counties and present it to the Board next Monday.

The motion was rescinded by Commissioner Moates.

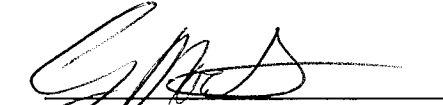
A motion was made by Commissioner Moates for an attorney client executive session for the purpose of departmental structure for non-elected personnel with the Board, Counselor Wright, and Clerk Edmondson. The meeting will reconvene in the commission room at 11:30 a.m. The motion was seconded by Commissioner Frazier. The motion carried 2-0 at 11:18 a.m.

The meeting reconvened at 11:30 a.m.


Counselor Wright informed the Board that a September 6th sale date is probable for the Wichita law firms tax sale.

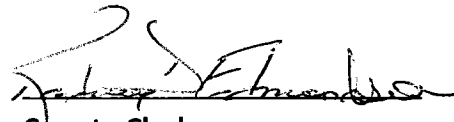
Commissioner Frazier made a motion to adjourn until the next regular meeting set for Monday, July 22, 2019 at 9:00 a.m. The motion was seconded by Commissioner Moates. The motion carried 2-0 at 11:43 a.m.

ATTEST: Resolved and ordered this 22nd day of July, 2019


Commissioner


Commissioner


Commissioner


County Clerk

CONTRACT

between

SECRETARY of HEALTH and ENVIRONMENT of KANSAS

And

Cherokee County

SUBJECT: Kansas Competitive Solid Waste Grant Program for Local Government and Private Entities

DIVISION: Environment

CONTRACT

PERIOD: August 1, 2019 – July 31, 2025

FISCAL

REIMBURSEMENT

PERIOD: August 1, 2019 – July 31, 2020

CONTRACT

AMOUNT: \$4,529.25

This agreement between the Secretary of the Kansas Department of Health and Environment, herein known as the Grantor, and Cherokee County, herein known as the Grantee, takes effect August 1, 2019 and terminates July 31, 2025. In consideration of the mutual promises contained hereinafter, the parties therefore covenant that:

I. The Grantor shall:

- (1) Pay the Grantee up to 75% of eligible costs incurred, but not to exceed \$4,529.25 for conducting the activities outlined in Section II (2).
- (2) Advance 25% of the total grant amount upon execution of the contract.
- (3) Reimburse the remainder of the grant award upon receipt of Affidavits of Expenditures supported by evidence of expenditure.
- (4) Process reimbursements only after the advance grant contract amount is expended.
- (5) Retain 10% of the total grant amount until a final report and any additional required documentation has been received and approved by the Grantor. Failure of the Grantee to comply with any of the provisions of this

grant will be a violation of the contract and KDHE may, in its discretion, refuse to release the remaining 10% funds to Grantee.

- (6) Provide technical assistance to the Grantee.
- (7) Monitor the program for compliance with the approved project proposal.
- (8) Approve or deny all Grantee reallocation of funds requests within 30 days of receipt of the written request and/or upon approval of the Governor's Solid Waste Grants Advisory Committee.

II. The Grantee shall:

- (1) Accept the responsibility for risks associated with services performed before this contract is fully executed by final signature of the Secretary of KDHE.
- (2) Purchase items and conduct the activities included in the original grant proposal, which is incorporated herein.
- (3) Fulfill the 25% match required by K.S.A. 65-3415(b) by providing at least \$1,509.75 in financial and in-kind project resources.
- (4) Submit affidavit of expenditure forms (including receipts and expense documentation) and progress reports for reimbursement of expenses. These expenses shall be only for items agreed to in the accepted project proposal document. Final report and affidavit of expenditures are to be received by KDHE no later than August 31, 2020. Affidavits submitted after August 31, 2020, at the sole discretion of the Grantor, may be considered for reimbursement. Reimbursement will only be considered if the total amount of the grant has not been exhausted and the funds are available. Grantee agrees to submit any requests for time extensions to KDHE at least six weeks prior to the ending date of the fiscal reimbursement period. Requests for extensions received after the deadline may not be considered. Extension approvals are at the discretion of KDHE.
- (5) Submit to KDHE a certificate of property insurance, or other documentation, demonstrating coverage for equipment funded by the grant whose individual cost exceeds \$2,000. The certificate of insurance shall be submitted to KDHE for review and approval within 30 days of the purchase of equipment. In the event there is damage to the equipment funded by the grant that results in an insurance payment, Grantee agrees to utilize the proceeds to repair, replace, or rebuild the damaged items. If Grantee decides not to repair, replace, or rebuild the damaged items,

Grantee agrees to reimburse KDHE for a pro-rated portion of said equipment.

- (6) Maintain complete, accurately documented and current accounting of all program funds received and expended to provide an audit trail to source documentation. Other reports requested by the Grantor shall be submitted within 30 days from the Grantor's request.
- (7) Obtain approval from the Grantor before purchasing any item not listed in the project proposal, if said item is to be purchased in whole or in part with State funds under this contract.
- (8) Obtain prior approval from the Grantor before reallocating grant funds to different budget categories. There is some flexibility in the use of funds for different categories included in the approved grant application; however, prior approval must be received. A written request to reallocate funds either between budget categories or for the inclusion of new budget categories must be submitted to KDHE. KDHE staff has the authority to approve or deny minor reallocation requests. Significant reallocation requests must be approved by the Governor's Solid Waste Grants Advisory Committee.
- (9) Obtain prior approval from the Grantor before any capital equipment purchased with funds from this grant is sold, transferred or otherwise disposed of by the Grantee. Capital equipment is defined as any item costing \$2,000 or greater and which has a useful life of at least one year. Grantee agrees that any proceeds from the sale, transfer or other disposal of capital equipment purchased with funds from this grant will be, at the option of the Grantor, either returned to the Grantor or utilized by Grantee for other expenses related to solid waste management. No approval will be necessary if the sale, transfer or other disposal occurs after the termination of the contract period.
- (10) Require contracts that provide for payment only for services rendered, specify timetables, procedures for billing, work to be done, and how Grantee will compensate the contractor. The contract shall include a definition and description of the services to be provided by the contractor.
- (11) **Submit a final report** on the project funded which will include a breakdown of all costs, a narrative description of the project and a summary of the results. A checklist to assist with the completion of the final report will be provided by KDHE. If possible, the Grantee should document the project with news clippings, pictures, slides and/or videos and include such items in the final report.
- (12) Comply with all applicable federal, state and local statutes and

regulations regarding solid wastes.

- (13) Agree to allow KDHE or any of its employees or agents to enter and freely move about all property in which work connected to this grant contract is being or has been performed for the purposes of: interviewing site personnel and contractors; auditing and inspecting records, contracts and any other documents pertaining to the activities involved; and reviewing the progress of Grantee in completing its duties under the grant contract.
- (14) Permit KDHE to take any pictures or to conduct videotaping at the site. Grantee also agrees to permit KDHE, its employees or agents to inspect and copy all records, files, photographs, documents and other writings that pertain to work undertaken in connection with this grant contract.
- (15) Agree to preserve all records pertaining to the work conducted in connection with this grant contract during the time the grant contract is in effect, and following termination of the contract, in accordance with the Public Records Preservation Act, K.S.A. 45-401, et seq.
- (16) Return any unused funds to the Grantor within 30 days of the expiration of the grant period.
- (17) Recognize the source of the grant money by posting a plaque in the facility and/or by affixing a tag to capital equipment. The signage should include language that states the facility and/or equipment purchased is "funded in part by the Solid Waste Tonnage Fee Fund from your Kansas Department of Health and Environment."
- (18) Agree to participate in the "Keep it Clean Kansas (KICK)", a public education campaign in a manner which is appropriate to the Grantee's needs.
- (19) Agree to complete and return annual KDHE surveys.

III. Both parties mutually agree that:

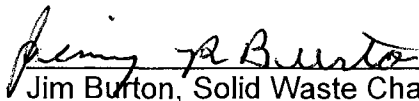
- (1) This agreement may be terminated by either party by giving at least thirty days written notice in advance of the effective date of cancellation to the other party.
- (2) The provisions found in Contractual Provisions Attachment a (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

- (3) This agreement creates no property right to any grant money. Grantor reserves the right to disallow any expenditures upon review. It is understood that there is no right of appeal from any decision of KDHE for any payment or non payment of grant money. The Secretary reserves the right to adjust the amount of grant money disbursed based upon availability of funding.
- (4) K.S.A. 65-3415(f) states that the grantee shall not be eligible to receive grants authorized by K.S.A. 65-3415 if the grantee is operating in substantial violation of applicable solid and hazardous waste laws or rules and regulations. This also includes complying with K.S.A. 65-3405, the statute requiring current solid waste management plans. Failure of a county or regional authority to comply with K.S.A. 65-3405 shall bar receipt of any grant funds by any entity within the jurisdiction of such county or regional authority unless the grant would support a project expected to yield benefits to counties outside the jurisdiction of such county or regional authority.
- (5) K.S.A. 65-3415(g) authorizes the Secretary to take action if a grant recipient has utilized grant moneys for unauthorized purposes. This could include ordering the repayment of any grant money, canceling department commitments or filing an action in district court for recovery of grant funds and expenses.
- (6) This agreement constitutes the whole agreement between the parties, and it is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates indicated.

Lee A. Norman, M.D.
Secretary
Kansas Department of Health and Environment

Date



Jim Burton, Solid Waste Chairman

7-15-2019

Date

Attachment A

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

The parties agree that following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of August, 2014

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

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

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

ATTACHMENT B

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

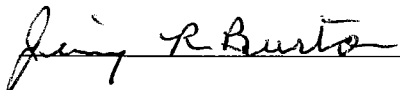
NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

_____

Signature and Date

~~15~~ 2019 Jimmy R. BURTON

Printed Name

CONTRACT SERVICES

AGREEMENT BETWEEN CECIL BROWN AND THE BOARD OF COUNTY COMMISSIONERS OF CHEROKEE COUNTY, KANSAS, FOR NOXIOUS WEED CONTROL DEPARTMENT SERVICES

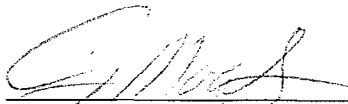
THIS AGREEMENT, dated the 15th day of July, 2019, is made between the Board of County Commissioners of Cherokee County, Kansas, (hereinafter the County), and Cecil Brown, an independent contractor, (hereinafter the Contractor), for the purpose of Contractor providing services to manage the County's Noxious Weed Control Department.

1. **SERVICES TO BE PROVIDED.** Cecil Brown agrees to provide services necessary to the operation of the County's Noxious Weed Control Department, with telephone access to the County's licensed, certified employee, Logan Grant.


2. **COMPENSATION AND PERFORMANCE.**
 - a. Services provided by the Contractor under this agreement will be compensated at a contract rate of \$14.60 per hour, 32 hours per week, Monday through Thursday, paid on a bi-weekly basis. Contractor shall submit time cards to the Human Resources Department within that Department's pay period deadline.
 - b. The County will provide the Contractor a cellular telephone using the County's cell phone provider.
 - c. Contractor will be available to sell weed control chemicals to customers Monday through Thursday, from approximately 7:00 a.m. until 8:30 a.m. or as needed.
 - d. The County will not provide retirement benefits, health, dental or vision insurance benefits to the Contractor.


3. **MODIFICATION TO AGREEMENT.** The Agreement may only be modified upon written mutual consent of the parties.

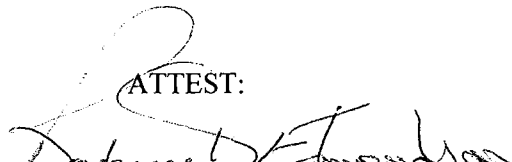
4. **TERM OF AGREEMENT.** This Agreement is effective July 15, 2019, ending October 31, 2019. Either party may terminate this Agreement by first giving 30 days written notice to the other party.


Cory Moates, Chairman
Cherokee County Commissioner


Myra Carlisle Frazier
Cherokee County Commissioner


Cecil Brown, Contractor


Neal Anderson
Cherokee County Commissioner

ATTEST:

Rodney D. Edmondson, County Clerk (SEAL)