

FRANKLIN COUNTY

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: Midge Ransom	Ext. 3531
DEPARTMENT: Health Department	
DATE: 8/5/2008	No.

ITEM: Emergency Preparedness Contract with KDHE

Background: This contract is the yearly renewal of the Emergency Preparedness contracts from CDC passed through KDHE. The workplan specifying the tasks we must complete for the funds is attached with the contract.

Recommended Action: Please sign the contract

Attachments: Contract

Contract
Between
The Kansas Department of Health and Environment
And
Franklin County Health Department

LOCAL AGENCY Franklin County Health Department
PROGRAM Public Health Preparedness & Response
TERM August 10, 2008 - August 9, 2009
AMOUNT \$27,383.00

This agreement is entered into between the Kansas Department of Health and Environment, herein after known as KDHE, and [County] Health Department, herein after known as Local Agency.

NOW, THEREFORE, the parties do agree and covenant as follows:

IT IS MUTUALLY AGREED:

1. The term of this contract is from August 10, 2008 through August 9, 2009 at 5:00 p.m. unless terminated earlier by written agreement of the parties or in accord with the provisions set forth in this contract.
2. The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part hereof by reference.
3. This contract, including attachments, may be extended and/or amended as necessary if such extension and/or amendment is in writing and executed with the same formalities as this contract.
4. Payments to the Local Agency are contingent upon the receipt of adequate funding for the Center for Public Health Preparedness through federal grants.
5. In the event that Local Agency is unable to expend all of the funds allocated, Local Agency shall notify KDHE in writing of the amount of unspent funds. KDHE may request a refund of unspent funds at the end of the grant period.
6. Payment(s) may be withheld if any required Program/Fiscal Reports and/or refunds for any previous period have not been received, or if program requirements/objectives are not met as specified in this agreement and/or the Contract Attachment(s).
7. KDHE may cancel this agreement if the Local Agency fails to submit reports as required in this agreement and/or the Contract Attachment(s).

KDHE AGREES:

1. To pay 25% of the total grant amount to the Local Agency upon execution of this contract by the Secretary of KDHE (Secretary).
2. To pay the amount requested by the Local Agency, not to exceed the balance remaining on the grant award, upon receipt of the Affidavit of Expenditure and Work Plan detailing allowable expenditures and acceptable work plan progress for the period August 10, 2008 through and including October 31, 2008. Acceptable work plan progress is defined as 10% completion of at least 25% of the work plan activities.
3. To pay the amount requested by the Local Agency, not to exceed the balance remaining on the grant award, upon receipt of the Affidavit of Expenditure and Work Plan detailing allowable expenditures and acceptable work plan progress for the period November 1, 2008 through and including January 31, 2009. Acceptable work plan progress is defined as 25% completion of at least 50% of the work plan activities.
4. To pay the amount requested by the Local Agency, not to exceed the balance remaining on the grant award, upon receipt of the Affidavit of Expenditure and Work Plan detailing allowable expenditures and acceptable work plan progress for the period February 1, 2009 through and including April 30, 2009. Acceptable work plan progress is defined as 50% completion of at least 75% of the work plan activities.
5. To pay the amount requested by the Local Agency, not to exceed the balance remaining on the grant award, upon receipt of the Affidavit of Expenditure and Work Plan detailing allowable expenditures and acceptable work plan progress for the period May 1, 2009 through and including August 9, 2009. Acceptable work plan progress is defined as 100% completion of at least 75% of the work plan activities.
6. To provide on-site and telephonic technical assistance to any local agency not meeting program expectations or requesting such assistance.

LOCAL AGENCY AGREES:

1. To return the signed contract to KDHE by August 29, 2008.
2. To submit a Budget and Work Plan to KDHE by August 29, 2008 on the forms specified by KDHE.
3. To establish and maintain accounting records in compliance with the local governmental accounting and financial reporting requirements of the Governmental Accounting Standards Board.
4. That KDHE contract funds will not be used to supplant other Local Agency funds;
5. To attain significant achievement of work plan activities, attached hereto as Contract Attachments. Significant achievement on work plan activities is defined as follows:
 - a. For the reporting period August 10, 2008 through October 31, 2008, at least 10% completion must be achieved for at least 25% of the Work Plan activities.
 - b. For the reporting period November 1, 2008 through January 31, 2009, at least 25% completion must be achieved for at least 50% of the Work Plan activities.
 - c. For the reporting period February 1, 2009 through April 30, 2009, at least 50% completion must be achieved for at least 75% of the Work Plan activities.
 - d. For the reporting period May 1, 2009 through August 9, 2009, at least 100% completion must be achieved for at least 75% of the Work Plan activities.

6. To submit Affidavits of Expenditure and Work Plan Progress Reports to KDHE according to the following schedule:

Documents Due to KDHE Preparedness Program	Grant period covered by Report	Due Date	Upon Receipt
Signed contract	N/A	08/29/08	Payment 1 25% of total grant award
Approved Budget and Work Plan	N/A	08/29/08	No Payment
Affidavit of Expenditures and Work Plan	08/10/08 – 10/31/08	11/15/08	Payment 2 Equal to total amount of expenditures in Period 1, not to exceed remaining grant award balance
Affidavit of Expenditures and Work Plan	11/01/08 – 01/31/09	02/15/08	Payment 3 Equal to total amount of expenditures in Period 2, not to exceed remaining grant award balance
Affidavit of Expenditures and Work Plan	02/01/09 – 04/30/09	05/15/09	Payment 4 Equal to total amount of expenditures in Period 3, not to exceed remaining grant award balance
Affidavit of Expenditures and Work Plan	05/01/09 – 08/09/09	09/15/09	No Payment
* Affidavit of Expenditures and Work Plan must show sufficient progress in BT Grant Activities. Any local health department or region not meeting guidelines specified in the contract will be subject to review.			

7. To obtain an audit in accordance with the Federal Single Audit Act of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations, and to submit one complete copy of the single agency audit report to KDHE within 12 months after the end of the Local Agency's fiscal year.
8. To afford access, upon written request, to the Secretary of Health and Environment, or Kansas Legislative Post Audit, to any Local Agency documents and other records necessary to certify compliance with this contract, Kansas Legislative Appropriations, Kansas Statutes, Federal Grant Acts and Regulations and to participate fully in any required evaluation study and/or on-site inspection arranged within normal working hours.
9. The Local Agency will not subcontract any work under the contract without the express, written approval of KDHE prior to entering said subcontracts. The Local Agency shall be totally responsible for all actions and work performed by its subcontractor(s). All terms, conditions, and requirements of this contract shall apply without qualification to each subcontractor of the Local Agency. For the purposes of this contract, the term "Local Agency" shall include all subcontractors hired by the Local Agency.

WITNESSETH THE PARTIES HANDS THE DAY AND YEAR SET FORTH BELOW:

Kansas Department of Health and Environment

Roderick L. Bremby
Secretary

Date

Franklin County Health Department

Board Chairman, Local Agency

Date

Printed Name and Title

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. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the first day of June, 2006.

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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

**2008-2009 Public Health Preparedness and Response
Local Health Department Work Plan**

County: _____ Reporting Period: _____ Contact Name: _____ Direct Ph#: _____

Description of Tasks	Contractual Expectation ***** Measurement Tool	Personnel responsible for task ***** First and Last Name	Actual Completion Date	Percentage of Completion Reporting Period 1 8/10/08-10/31/08	Percentage of Completion Reporting Period 2 11/1/08-1/31/09	Percentage of Completion Reporting Period 3 2/1/09-4/30/09	Percentage of Completion Reporting Period 4 5/1/09-8/9/09
<p>Local health departments must test all of the SNS-related capabilities listed below. Testing of these capabilities can be done through one or several exercises, one of which will be the required POD exercise (one POD exercise is required annually). Additionally, a Homeland Security Exercise and Evaluation Program (HSEEP) compliant After Action Report and an Improvement Plan which address performance on the tasks listed below is required within 60 days following the exercise(s). Local health departments may choose: (1) to participate in CPHP planned and conducted exercises to meet this requirement, or (2) to design and conduct exercises on their own (which will need prior approval from CPHP to ensure required tasks are tested and evaluated).</p>	<p>Must complete by 08/08/09 ***** HSEEP compliant After Action Report and Improvement Plan sent to CPHP within 60 days following the exercise(s).</p>						
<p>1</p> <p>a. Public Information and Warning / Plan and coordinate public warnings, instructions, and information updates</p> <p>b. Volunteer Management / Provide volunteer services</p> <p>c. Interoperable Communications / Establish and maintain response communications systems, Communicate Internal Incident Response Information</p> <p>d. On-site Incident Management / Activate the Incident Command System</p> <p>e. Critical Resource Logistics / Allocate, mobilize and manage resources, Coordinate distribution of Stockpile assets</p> <p>f. Public Safety and Security / Conduct safety and security response, Conduct traffic control</p> <p>g. Mass Prophylaxis / Coordinate dispensing of mass therapeutics</p> <p>h. Medical Supplies Management and Distribution / Coordinate with state and local health officials and private-sector to determine current assistance requirements</p>	<p>Sub-items a through h are from the Target Capabilities List 1.1 and include the target capability in bold, and the task from the Universal Task List following in regular text. For LHDs desiring to participate in KDHE designed exercises, participants will be informed before the exercise which target capabilities/tasks will be tested by the exercise.</p> <p>In the "percentage of completion" boxes, please indicate the date of the exercise you participated in (and submitted an after action report and improvement plan for) for each target capability/task.</p>			Date	Date	Date	Date

**2008-2009 Public Health Preparedness and Response
Local Health Department Work Plan**

County: _____ Reporting Period: _____ Contact Name: _____ Direct Ph#: _____

Description of Tasks	Contractual Expectation ***** Measurement Tool	Personnel responsible for task ***** First and Last Name	Actual Completion Date	Percentage of Completion Reporting Period 1 8/10/08-10/31/08	Percentage of Completion Reporting Period 2 11/1/08-1/31/09	Percentage of Completion Reporting Period 3 2/1/09-4/30/09	Percentage of Completion Reporting Period 4 5/1/09-8/9/09
<p>An after action report(s) and an improvement plan(s) which address performance on the tasks listed above is required within 60 days following the exercise(s).</p>	<p>Must complete within 60 days of exercise date. ***** HSEEP compliant After Action Report and Improvement Plan sent to CPHP within 60 days following the exercise(s).</p>						
<p>2 Develop and deliver Just In Time (JIT) training for Pharmaceutical Point of Dispensing (POD) clinics and provide orientation and training for new volunteers.</p>	<p>Must complete by 08/08/09 ***** Update Job training sheets and orientation materials with improvements from POD exercises</p>						

**2008-2009 Public Health Preparedness and Response
Local Health Department Work Plan**

County: _____ Reporting Period: _____ Contact Name: _____ Direct Ph# _____

	Description of Tasks	Contractual Expectation ***** Measurement Tool	Personnel responsible for task ***** First and Last Name	Actual Completion Date	Percentage of Completion Reporting Period 1 8/10/08-10/31/08	Percentage of Completion Reporting Period 2 11/1/08-1/31/09	Percentage of Completion Reporting Period 3 2/1/09-4/30/09	Percentage of Completion Reporting Period 4 5/1/09-8/9/09
3	At least one representative on staff from the local health department must have attended the "HSEEP Exercise Evaluation and After Action Reporting for Health Care Entities" class at some point in the past or in this grant cycle. Class schedules are posted on KS-HAN. Registration through KS-Train required.	Must complete by 08/08/09 ***** Enrollment on KS-TRAIN.						
4	Must participate in the quarterly HAN notification test and respond in a timely manner; LHD must assure that at least one employee carries the Health Alert Network notification device 24/7, and assure that all persons designated to carry the HAN notification device, including substitutes for vacations, are enrolled in KS-HAN.	Quarterly ***** Must participate in HAN notification device test and respond in a timely manner.						
5	Identify employees who are required to package and ship clinical specimens and provide training as required by Federal Law. Initial training must be completed 30 days prior to an employee packaging specimens to be shipped. Recurrent training must take place every two years. Clinical specimens include Category A Infectious Substances and Biological Substances, Category B Biological Substances.	Must complete by 08/08/09 ***** Completion must be verified through KS-Train or LHD must turn in a class roster or class certificate to CPHP						

**2008-2009 Public Health Preparedness and Response
Local Health Department Work Plan**

County: _____ Reporting Period: _____ Contact Name: _____ Direct Ph#: _____

	Description of Tasks	Contractual Expectation ***** Measurement Tool	Personnel responsible for task ***** First and Last Name	Actual Completion Date	Percentage of Completion Reporting Period 1 8/10/08-10/31/08	Percentage of Completion Reporting Period 2 11/1/08-1/31/09	Percentage of Completion Reporting Period 3 2/1/09-4/30/09	Percentage of Completion Reporting Period 4 5/1/09-8/9/09
6	Each local health agency must participate in an SNS Assessment to be conducted by the trained regional coordinator (or the designated individual contracted by the region) every other year. The local health department should not conduct their own assessment. KDHE will provide the SNS Assessment Tool to allow local health agencies to prepare for the assessment.	Must complete by 4/30/09						
7	Local Health Departments must continue to refine local COOP SOGs based on guidance provided by KDHE and turn these in to KDHE for review by August 7, 2009.	Must complete by 08/07/09						
8	Local Health Departments must update and submit their local Mass Dispensing SOGs based on guidance/templates provided by KDHE and turn these in to KDHE for review by August 7, 2009.	Must complete by 08/07/09						

**2008-2009 Public Health Preparedness and Response
Local Health Department Work Plan**

County: _____ Reporting Period: _____ Contact Name: _____ Direct Ph# _____

Description of Tasks	Contractual Expectation ***** Measurement Tool	Personnel responsible for task ***** First and Last Name	Actual Completion Date	Percentage of Completion Reporting Period 1 8/10/08-10/31/08	Percentage of Completion Reporting Period 2 11/1/08-1/31/09	Percentage of Completion Reporting Period 3 2/1/09-4/30/09	Percentage of Completion Reporting Period 4 5/1/09-8/9/09
<p>Local Health Agencies must assure that the following on-going tasks are performed: (1) Designated LHD staff will have completed ICS 100, 200, 300, 400, 700 and 800b classes per ICS training requirements posted by KDHE on KS-HAN. (2) Ensure that priority communication services are available in an emergency. (3) Retain copies of expenditure reports, including invoices for each capital equipment purchase, for a period of at least three years. (4) Maintain an inventory control system for tracking capital equipment and electronic devices. (5) Document through job descriptions and employee time and attendance records that all staff members paid with preparedness funds are performing activities related to preparedness. (6) Have available signed shared resource agreements. (7) Maintain an always-on high-speed internet connection. (8) Maintain access to a website where information can be posted. (9) Maintain records regarding training an employee attends. (10) Purchase personal protective equipment (PPE) at levels that meet or exceed the PPE guidance posted on KS-HAN. (11) Assure that annual fit testing for PPE for local health department staff is completed per KDHE guidance and in compliance with the revised OSHA respirator standard, 29, CFR 1910.134, adopted April 8, 1998.</p>	<p>Ongoing</p>						

FRANKLIN COUNTY

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: Nick Robbins, EMS Chief	Ext. 7301
DEPARTMENT: Ambulance	
DATE: 08/27/2008	No. 2 pages

ITEM: Ride along agreement with Johnson County Community College

Background: Johnson County Community College approached Franklin County EMS to check if their students could do their required field internship with Franklin County EMS. I submitted the copy of the agreement Johnson County uses for the internship.

Recommended Action: I recommend entering the agreement with Johnson County Community College to allow EMS students to complete required ride time with Franklin County EMS.

Attachments: Copy of current ride along agreement.

AFFILIATION AGREEMENT
BETWEEN

Franklin County Emergency Medical Services
And
Johnson County Community College
EMS Program

This agreement, initiated for the academic year beginning September 1, 2008, to June 30, 2009, is entered into by and between Franklin County Emergency Medical Services (hereinafter referred to as the Agency), and Johnson County Community College (hereinafter referred to as the College) for the purpose of establishing a cooperative program of clinical education for EMS students.

Whereas, both parties are desirous of promoting quality clinical educational experience for students enrolled in the EMS program;

It is therefore agreed as follows:

General Policies

1. The Agency will have complete authority and control over all administration and patient care functions and activities. The Agency will retain full responsibility for the care of patients. The designated liaison shall have the final authority in student-patient assignments to ensure that the care is designed to meet the needs of the patients.
2. The College will have complete authority and direct control over the learning experiences of the students. The College faculty will communicate at a frequency mutually agreed upon or as otherwise necessary with appropriate Agency staff to ascertain the student's progress.
3. The Agency and the College will jointly plan the number of students and faculty who will participate in the learning experiences and the clinical units to be used, including the dates and times.

Representative(s) of the Agency and the College will meet at intervals mutually agreed upon to evaluate and coordinate the implementation of the learning experiences and the use made of the clinical facilities.

Both parties agree to confer on plans, problems, and changes related to the educational experience.

4. Neither the Agency nor the College will discriminate against any employee or student for employment, negotiation or training in the course of study because of race, color, creed, sex, national origin or disability.
5. Any College student separately employed at the Agency will not wear anything that identifies him or her as a student enrolled in the College. The College assumes no responsibility for action of student employees while acting as an employee and outside of their educational experience contemplated hereby.

College students will receive no stipend or salary for the patient care service they may give in the course of their educational experience.

6. This Agreement shall not be construed as making the Agency the agent of the College nor shall it be construed as making the College the agent of the Agency.
7. The College and the Agency will explain the terms of the Agreement to members of the staff of their respective institutions and promote positive attitudes on the part of all concerned in adhering to both the letter and spirit of this Agreement.
8. Due to the nature of the duties performed, students of the college are categorized as high risk for bloodborne pathogens. All moderate and high risk personnel of the college must provide the Agency with records or documented history by a clinician for immunizations and/or other necessary health information as specified by the Agency.

Responsibilities of Johnson County Community College

The College agrees to:

1. Assume full responsibility for offering an educational program which is accredited by recognized accrediting or certifying education agencies of the profession.

The College will advise the Agency of any change in the approval or accreditation of the institution or the program.

2. Designate appropriate liaison person(s) from the program.
3. Assume responsibility for preparation and general supervision of students' learning experiences in conjunction with Agency designated preceptors.
4. Provide written advance notice of the details of its clinical education activities required at the Agency. The activities will be modified by the program to accommodate the reasonable requirement of the Agency.
5. Report all breakages, loss or waste of equipment of drugs, and damage of Agency property by the student to the designated liaison or preceptor.

6. Provide prompt notification to the Agency of any change regarding clinic activities or use of clinical units and conference room space.
7. Present for clinical experiences only those students who have satisfactorily completed the appropriate pre-clinical instructional activities.
8. Provide inservices for all Agency provided preceptors on the use of evaluation forms, instructional methods, orientation to program policies, procedures, etc.
9. Have college faculty and students abide by all existing rules and regulations of the Agency as they pertain to their activities while at the Agency, including but not limited to:
 - a. Clinical Units Policy & Procedure
 - b. Personnel Policies
 - c. Infection Control Policy & Procedures
 - d. Confidentiality regarding patient, employees and medical staff
10. The College will certify that each student and faculty member has completed a negative tuberculosis skin test within the last year or a negative chest x-ray. The Agency will not be responsible for expenses incurred by students for illnesses contracted while participating in the program.
11. Withdraw from the Agency upon its request, any student or faculty member whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with the patient and /or staff, whose health may jeopardize the safety and welfare of the patient, or who violates the standards of conduct of the Agency.
 - a. The Agency reserves the right to refuse to accept any student or faculty who has previously been discharged for cause as an employee of the Agency who would not be eligible for re-employment or who it otherwise deems in its sole and reasonable judgment to be unacceptable.
 - b. The Agency may submit a written request to the College for the withdrawal of any student or faculty member from participation in the program for reasonable cause related to the need for maintaining an acceptable standard of patient care and the College shall immediately comply. The written request will set forth the basis of removal.
 - c. Supervisory personnel at the Agency may, whenever they deem it advisable or necessary, relieve a student or faculty member from a specific assignment or require that such a student or faculty member not return until written permission is received from the Agency. In such an event, the Agency will provide the College a written report of such action within three business days after its occurrence.
12. Have all college students and faculty members participating in student experiences covered by professional malpractice insurance in the minimum amounts of \$1,000,000/\$3,000,000. The

College will provide written assurance of such coverage on or before the effective date of the agreement.

Responsibilities of Franklin County Emergency Medical Services

The Agency agrees to:

1. Maintain standards as a licensed institution in the state where it is located. The Agency will advise the College of any change in licensing or accreditation of the institution.
2. Provide opportunities for clinical learning experience for the achievement of the students' educational objectives to the extent that assignments are appropriate to achieve learning experience.
3. Provide a preceptor (or preceptors) for student clinic experiences. While this individual (or individuals) will be employed by the Agency, the College requests input as to selection, retention and supervision only as it pertains to student instruction. This necessitates provision of adjunct staff privileges to the College Academic Director or Designee.
4. Provide the use of the following items for student and faculty to the extent that they do not conflict with Agency's need.
 - a. Conference room space.
 - b. Library and instructional materials and equipment.
 - c. Storage facilities for personal belongings. The Agency will not be responsible for loss of personal articles.
 - d. Surface parking.
 - e. Clinical units Policies and Procedures manuals, patient care plans and medical records.
5. Provide necessary immediate medial care for sudden illness or injury occurring while in the clinical area at the student's or faculty member's expense.
6. Provide an orientation to the clinical facilities and policies for the College faculty.
7. Provide qualified personnel in all clinical units for student experiences.

Amendment

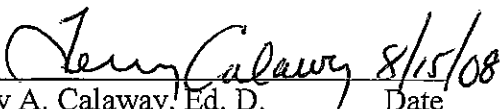
Both parties may mutually agree to review, amend or modify one or more items covered by this agreement at any time. When this is necessary, it will be placed in writing and signed by both parties.

Termination

This Agreement will automatically renew for successive one-year renewal terms unless either party gives to the other party written notice at least 60 days prior to the end of any term of its intent not to renew the Agreement.

Johnson County Community College

Franklin County Emergency Medical Services



Terry A. Calaway, Ed. D. Date
President

Nick Robbins Date
Director

FRANKLIN COUNTY

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: Dustin Coureton	Ext. 3587
DEPARTMENT: Information Technology	
DATE: 08/28/2008	No.

ITEM: Declare Desktop Computers Surplus Property

Background:

Franklin County Historical Society is in need of three desktop computers for data entry purposes at the records center and visitor use at the museum. The 2007 and 2008 workstation schedule has produced several workstations that are more than five years old and do not have a use in Franklin County offices any longer. Franklin County data and licenses have been removed from the systems by the Information Technology staff.

Recommended Action:

Declare the workstations to be worth less than \$500.00 and find that they are surplus property. Find the workstation can be donated to Franklin County Historical Society based on their request.

Attachments:

**FRANKLIN COUNTY
COMMISSION AGENDA ITEM**

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: Lisa Johnson	Ext: 3485
DEPARTMENT: Administration	
DATE: Wednesday, September 3, 2008	No:

ITEM: Consider naming a delegate and alternate delegate to represent Franklin County at the Kansas Workers Risk Compensation for Counties (KWORC) annual meeting in Wichita on Monday, November 17, 2008.

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

Recommended Action: It is recommended that the commission appoint a delegate and alternate delegate to represent Franklin County at the KWORC annual meeting.

Attachments: KWORC Delegate Forms



KANSAS
WORKERS RISK COOPERATIVE
for COUNTIES

NOTICE OF ANNUAL MEETING

Trustees
Francis "Shep" Schoepf
Reno County Commissioner
President

Michelle Garrett
Morris County Clerk
Vice President

Jim Wise
Miami County Commissioner
Secretary

Linda M. Buttron
Jefferson County Clerk
Controller

Doyle "Hooley" Alcorn
Jewell County Commissioner

Bonnie Swartz
Gray County Clerk

Ralph D. Unger
Decatur County Commissioner

Staff
James W. Parrish
Administrator

Dortha O. Bird
Deputy Administrator
& Staff Counsel

Carl Eyman, ARM-P
Deputy Administrator &
Loss Prevention Specialist

Philip J. Rippee
Loss Prevention Specialist

Richard "Alex" Alexander
Accountant

Office Address
Jayhawk Towers
700 SW Jackson, Suite 200
Topeka, KS 66603

Telephones
Toll Free (877) 357-1069
(785) 357-1069
Facsimile (785) 233-5440

Website
www.kworcc.com

Date: August 26, 2008
To: KWORCC Member Counties
From: KWORCC Board of Trustees and Staff
RE: 2008 Annual Meeting

The KWORCC annual meeting will be Monday, November 17, 2008 at 5:00PM, Hyatt Regency Hotel and Century II Center, Wichita, Kansas, the headquarters of the KAC annual conference. We will provide the exact meeting room when it is determined. This year, KWORCC's annual meeting will be conducted immediately following KCAMP's.

On the reverse of this notice you will find the proposed agenda. In addition, we have enclosed: 1) Certification of Voting Delegate and Alternate to Annual KWORCC Meeting form; 2) KWORCC Trustee Nomination For Southwest District form; 3) KWORCC Trustee Nomination for Northeast District form; 4) KWORCC Trustee Nomination At Large form and, 5) 2007 Annual Meeting Minutes.

The form for Certification of Voting Delegate and Alternate to Annual KWORCC Meeting is used to designate your county representatives for the annual meeting. The delegate and alternate must be **elected county officials**. Please return the fully-executed form by Friday, September 26, 2008. Feel free to fax (785.233.5440) by that date and mail us the original.

The form for KWORCC Trustee Nomination is used to nominate persons to serve on the KWORCC board of trustees. Your county may choose to nominate one of the existing trustees seeking reelection or another elected county official. Please ensure that the elected official you nominate resides in one of the counties listed on the form (for the At Large nomination, see the back of the form). The trustee nomination form also should be returned by September 26, 2008.

The following KWORCC trustees are seeking reelection to the KWORCC Board of Trustees: Bonnie Swartz, Gray County Clerk, Southwest District; Linda M. Buttron, Jefferson County Clerk, Northeast District; and Michelle Garrett, Morris County Clerk, At Large.

Call your KWORCC office toll-free for assistance with any of the foregoing: 1-877-357-1069.

KBS: db
pc:File
Enclosures

Agenda

Annual Meeting

Kansas Workers Risk Cooperative for Counties (KWORCC)

November 17, 2008 at 5:00 PM

Hyatt Regency Hotel and Century II Center

Wichita, Kansas

1. Call to order, roll call, establish quorum
President, F. E. "Shep" Schoepf
2. Approval of the Agenda
3. Consideration of minutes of meeting of November 19, 2007
4. Election of KWORCC Trustees
 - a. Announce/Request Nominations
 - b. Complete/Count Ballots & Announce Trustees
5. President's Remarks – F.E. "Shep" Schoepf
6. Financial Report - Richard Alexander
7. Safety Services Report and Loss Ratio Announcement - Carl Eyman & Phil Rippee
8. Presentation of 2009 Budget - Jim Parrish
9. Other Business
10. Adjournment



CERTIFICATION OF VOTING DELEGATE AND ALTERNATE TO KWORCC ANNUAL MEETING

For the upcoming annual meeting on Monday, November 17, 2008 at 5:00 PM, we ask that you identify the delegate and alternate for your County. This will enable your County to be represented and to vote at the meeting. **The delegate and alternate must be an elected official from your County.**

Please return this form to the attention of KWORCC Administrator, James W. Parrish, 700 SW Jackson, Suite 200, Topeka, Kansas 66603, postmarked by Friday, September 28, 2007. Or FAX the completed form to (785) 233-5440 on or before Friday, September 28, 2007.

If you have questions or otherwise wish to discuss this matter, please call Jim, Dortha or Carl toll-free: 877-357-1069. Thanks for your participation.

Date: _____

Name (*please print*)

Position

has been named voting delegate for _____ County at the KWORCC 2008 annual meeting and any special meeting(s).

And, _____

Name (*please print*)

Position

has been named Alternate for said purposes.

The undersigned hereby certifies that the foregoing delegates have been appointed by the Board of County Commissioners.

Chairman of the Board of Commissioners

ATTEST:

County Clerk

**KWORCC TRUSTEE NOMINATION
SOUTHWEST DISTRICT**

We _____
(County)

Nominate _____
(Name)

From the Southwest District, which includes the following: Ford, Grant, Gray, Hamilton, Haskell, Lane, Meade, Morton, Stanton, and Stevens, to serve on the KWORCC Board of Trustees.

Date: _____

County Commissioner

County Commissioner

County Commissioner

Please return this form to James W. Parrish, KWORCC, 700 SW Jackson, Suite 200, Topeka, KS 66603, or fax to (785) 233-5440 by Friday, September 26, 2008.

**KWORCC TRUSTEE NOMINATION
AT LARGE**

We _____
(County)

Nominate _____
(Name)

for the At Large position to serve on the KWORCC Board of Trustees.

Date: _____

County Commissioner

County Commissioner

County Commissioner

Please return this form to James W. Parrish, KWORCC, 700 SW Jackson, Suite 200, Topeka, KS 66603, or fax to (785) 233-5440 by Friday, September 26, 2008.

*Minutes of the KWORCC
Annual Meeting*

**Hyatt Regency
400 W. Waterman Street
Wichita, Kansas 67202
November 19, 2007**

The Annual Meeting of Kansas Workers Risk Cooperative for Counties (KWORCC) was called to order by Board President Ralph Unger on Monday, November 19, 2007 at the Hyatt Regency Hotel, Wichita, Kansas. Trustees present: Ralph Unger, Decatur County Commissioner, President; Francis "Shep" Schoepf, Reno County Commissioner, Vice President; Michelle Garrett, Morris County Clerk, Secretary; Linda Buttron, Jefferson County Clerk, Controller, Doyle "Hooley" Alcorn, Jewell County Commissioner; Bonnie Swartz, Gray County Clerk and Jim Wise, Miami County Commissioner.

Staff present: Mr. James W. Parrish, Administrator; Ms. Dortha O. Bird, Deputy Administrator/Staff Counsel; Mr. Carl Eyman, Deputy Administrator/Loss Prevention Specialist; Mr. Philip Rippee, Loss Prevention Specialist; Mr. Richard Alexander, Accountant and Ms. Nicole Jarboe, Executive Assistant/Media Director.

Others present for KWORCC: Mr. Paul Davis, Ms. Annette Duncan and Mr. Tris Felix of Insurance Management Associates, Inc.

President Unger called the meeting to order at 5pm and verified that a quorum was present. He announced that a total of 40 Member County representatives were present and that the quorum requirements were met.

Member County representatives were present as follows: Dudley R. Feuerborn, Anderson County Commissioner, Delegate; R. Steven Garton, Barber County Commissioner, Delegate; Charles Napier, Cherokee County Commissioner, Delegate; Bill Garrison, Cloud County Commissioner, Delegate; Ralph D. Unger, Decatur County Commissioner, Delegate; Kermit Rush, Ellsworth County Commissioner, Delegate; John Swayze, Ford County Commissioner, Delegate; Donald R. Stottlemire, Franklin County Commissioner, Delegate; Florence Whitebread, Geary County Commissioner, Delegate; Mahlon Tuttle, Gove County Commissioner, Delegate; Carl Higgs, Grant County Commissioner, Delegate; Bonnie Swartz, Gray County Clerk, Delegate; Linda Snyder, Greenwood County Commissioner, Delegate; Nikki Schwerdfeger, Hamilton County Commissioner, Delegate; Cheryl Adelhardt, Harper County Clerk, Delegate; Marge Roberson, Harvey County Commissioner, Delegate; Roy Hallauer, Jackson County Commissioner, Alternate; Linda Buttron, Jefferson County Clerk, Delegate; Doyle "Hooley" Alcorn, Jewell County Commissioner, Delegate; Marshall F. Miller, Lyon County Commissioner, Delegate; Bob Hein, Marion County Commissioner, Alternate; Clair Bender, Meade County Commissioner, Delegate; Jim Wise, Miami County Commissioner, Delegate; Jerry Britt, Morris County Commissioner, Alternate; Allen Tucker, Morton County Commissioner, Delegate; Royce Edwards, Neosho County Commissioner, Delegate; John Miller, Norton County Commissioner,

Delegate; Willaim Prescott, Osage County Commissioner, Delegate; Betty J. Pruter, Osborne County Commissioner, Delegate; Kathy M. Luthi, Ottawa County Commissioner, Delegate; Arlis Atteberry, Pawnee County Commissioner, Delegate; Rodger VanLoenen, Phillips County Commissioner, Delegate; Charles Unger, Rawlins County Commissioner, Delegate; F.E. "Shep" Schoepf, Reno County Commissioner, Delegate; Craig Stephenson, Saline County Commissioner, Delegate; Ron Schamberger, Sheridan County Commissioner, Delegate; Keith Kennedy, Sheridan County Commissioner; Gary Baker, Stevens County Commissioner, Delegate; Eldon Gracy, Sumner County Commissioner, Delegate; Paul M. Steele, Thomas County Commissioner, Delegate and R. John Miller, Wallace County Commissioner, Delegate.

President Unger then addressed Agenda Item No. 2, "Approval of the Agenda." John Miller, Wallace County Commissioner, moved to approve the agenda as presented. Charles Unger, Rawlins County Commissioner, seconded the motion, which CARRIED unanimously.

President Unger addressed Agenda Item No. 3, "Consideration of the Minutes of the Meeting of November 20, 2006." Eldon Gracy, Sumner County Commissioner, moved to approve the minutes as written. Mahlon Tuttle, Gove County Commissioner, seconded the motion, which CARRIED unanimously.

President Unger next addressed Agenda Items No. 4, "Election of KWORCC Trustees." President Unger announced that there were four positions open, with nominations received for the following: Ralph Unger, Decatur County Commissioner, incumbent for the Northwest District; F.E. "Shep" Schoepf, Reno County Commissioner, incumbent for the South Central District; Doyle "Hooley" Alcorn, Jewell County Commissioner, incumbent and Roy Dunn, Franklin County Commissioner, for the Trustee At Large Position and Jim Wise, Miami County Commissioner, incumbent and Rodney Edmondson, Cherokee County Commissioner, for the Southeast District. President Unger then asked for nominations from the floor. There were no further nominations. Kermit Rush, Ellsworth County Commissioner, moved to accept the Ballot as printed. Betty Pruter Osborne County Commissioner, seconded the motion which CARRIED unanimously.

President Unger directed the membership to cast their ballots voting for one nominee for each of the districts and one for the At Large position. He indicated he had appointed an Election Committee to be chaired by Bonnie Swartz, Gray County Clerk, and to include Dudley Feuerborn, Anderson County Commissioner and Keith Kennedy, Sheridan County Commissioner. The Committee was asked to gather all the ballots and adjourn to another room to tally the votes. The results were to be announced upon their return.

President Unger addressed the membership, pursuant to Agenda Item No. 5, "President's Opening Remarks." President Unger introduced the KWORCC Board of Trustees, the KWORCC staff and the representatives from IMA. He discussed the current status of KWORCC membership, noting that the pool has 70 members including 63 county members, four county hospitals and three county instrumentalities.

President Unger explained that the KWORCC Board is made up of county commissioners and county clerks that come from counties with small to large populations. Six of the board

members each represent one section of the state with the seventh representing the state at-large. The board meets once every month, except in November when the annual meeting is scheduled. He stated that the pool has three committees that meet periodically and make recommendations to the full board. They include: Personnel Committee, Investment Committee and Audit Committee.

President Unger summarized the health of the pool. He explained that the KWORCC self-insurance pool has more than \$14.5 million in liquid assets and more than \$5.5 million in the fund balance reserves making the pool stable. He also explained that IMA provides claim administration for the pool, and at least two IMA representatives attend every KWORCC monthly meeting to provide information on the status of major claims and an analysis of the policy year performance.

The Election Committee returned to the meeting and President Unger announced the results. Jim Wise, Miami County Commissioner was re-elected to represent the Southeast District. Doyle "Hooley" Alcorn, Jewell County Commissioner was re-elected to the Trustee At Large position. Ralph Unger, Decatur County Commissioner was re-elected to represent the Northwest District. Finally, F.E. "Shep" Schoepf, Reno County Commissioner, was re-elected to represent the South Central District.

President Unger called upon Mr. Richard Alexander to address Agenda Item No. 6, "Financial Report." Mr. Alexander presented the statement of financial condition and statement of operations as of September 30, 2007. Mr. Alexander asked for and responded to questions concerning the financial information.

President Unger called upon Mr. Carl Eyman and Mr. Phil Rippee to address Agenda Item No. 7, "Safety Services Report." Mr. Eyman and Mr. Rippee reviewed their schedules for the 2007 year to-date. Mr. Eyman explained the 2008 Loss Prevention Manual format and reviewed some of the information contained on the CD. He also presented a list of the types of safety training offered by KWORCC. Messrs. Eyman and Rippee encouraged Members to contact them to schedule safety training and to take advantage the safety videos available for check out from KWORCC's extensive video library.

Mr. Eyman addressed Agenda Item No.7, "Exceptional Loss Ratio Awards." He explained that the awards are divided into three categories, according to the Member County's premium. The awards announced by Mr. Eyman were as follows:

<u>Premium</u>	<u>Winners</u>	<u>Ratio</u>
0-\$45,000	1st—Rawlins County	.000%
	2nd—Lane County	.012%
	3rd—Sherman County	.015%
\$45,000— \$75,000	1st—Gray County	.001%
	2nd—Marshall County	.020%
	3rd—Meade County	.026%

Greater than	1st—Ellis County	.034%
\$75,000	2nd—Stevens County	.050%
	3rd—Osage County	.059%

President Unger asked Mr. Parrish to address Agenda Item No. 8, "Presentation of 2008 Budget." Mr. Parrish reviewed the budget with the membership and explained that it had been approved by the Board of Trustees at the October board meeting in accordance with the bylaws. Mr. Parrish asked for and responded to questions.

Doyle "Hooley" Alcorn, Jewell County Commissioner moved to ratify the budget which had been approved by the Board of Trustees. F.E. "Shep" Schoepf seconded the motion which CARRIED unanimously.

President Unger addressed Agenda Item No. 9, "Other Business." There were no further items to be discussed.

There being no further business, Bonnie Swartz, Gray County Clerk, moved to adjourned the 2007 KWORCC Annual Meeting at 5:30 PM. Jim Wise, Miami County Commissioner seconded the motion, which CARRIED unanimously.

Respectfully Submitted for Approval:

James E. Wise, Secretary

**FRANKLIN COUNTY
COMMISSION AGENDA ITEM**

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: Lisa Johnson	Ext: 3485
DEPARTMENT: Administration	
DATE: Wednesday, September 3, 2008	No:

ITEM: Consider the approval of a renewal questionnaire fore the Kansas County Association Multiline Pool (KCAMP) for 2009.

Background: KCAMP has asked that the attached questionnaire be completed for insurance coverage in 2009.

Recommended Action: It is recommended that the commission approve the completed questionnaire for 2009 KCAMP coverage.

Attachments: KCAMP Questionnaire

KANSAS COUNTY ASSOCIATION MULTILINE POOL
 January 1, 2008 to January 1, 2009
 Renewal Questionnaire

GENERAL INFORMATION

COUNTY NAME:	Franklin County
MAILING ADDRESS	1428 S. Main, Suite 2
CITY, STATE, ZIP:	Ottawa, KS 66067
CONTACT PERSON NAME AND TITLE:	Lisa Johnson, County
Counselor/County Administrator	
PHONE NUMBER:	785-229-3485
FAX NUMBER:	785-229-3449
E-MAIL ADDRESS:	
ljohnson@mail.franklincoks.org	
COUNTY POPULATION:	Approx. 26,500
PRIMARY PERSON COMPLETING THIS QUESTIONNAIRE:	Lisa Johnson

	Current Year	Next Year
Net Expenditures	22,151,131	23,844,674

"Net Expenditures" should be the number from your published budget, towards the bottom of the Budget Summary sheet.

TOTAL NUMBER OF FULL-TIME EMPLOYEES:	217
TOTAL NUMBER OF PART-TIME EMPLOYEES:	37
TOTAL BUDGETED ANNUAL PAYROLL:	8,032,609

FIRE AND AMBULANCE SERVICE QUESTIONNAIRE

Number of Employees

	Full Time	Part Time	Volunteer
EMTs	12	6	0
Paramedics	13	3	0
Firefighters	n/a	n/a	n/a

LAW ENFORCEMENT QUESTIONNAIRE

Staffing

	Full Time	Part Time	Volunteer (includes Reserves)	# Who Carry Firearms
Patrol Operations	21	0	18	39
Jail Operations	15	2	18	none

DOES THE DEPARTMENT HAVE A K-9 UNIT?
HOW MANY? 2

YES NO

PRISON/JAILS

*TO BE COMPLETED IF THE COUNTY OPERATES A JAIL AS MORE THAN A
HOLDING FACILITY*

LOCATION	CONSTRUCTION	AGE OF FACILITY	CURRENT POPULATION	DESIGNED CAPACITY
305 S. Main	Jail - West Building	37 Years	45	46
305 S. Main	Jail - East Building	17 Years	45	46

MEDICAL FACILITIES/HEALTH CENTER QUESTIONNAIRE

DOES THE COUNTY OPERATE ANY CLINICS OR HEALTH CENTERS? YES NO

IF YES, PLEASE DESCRIBE: Public Health Department

WHAT ARE THE AVERAGE ANNUAL RECEIPTS FROM YOUR HEALTH DEPARTMENT ACTIVITIES: 187,000

NUMBER OF PERSONNEL – (EMPLOYED BY OR CONTRACTED WITH THE COUNTY)

	# Employed Personnel	# Contracted Personnel
Physicians Assistant	0	0
Registered Nurse	3	0
Licensed Practical Nurse		
Nurse Practitioner	0	1
Certified Nurses Aid		
Physical Therapists		
Social Workers		
Dieticians	0	1
Other	8	0
If Other, please describe: Office Clerks/Manager		

KCAMP DOES NOT PROVIDE MEDICAL MALPRACTICE FOR MEDICAL DOCTORS, OSTEOPATH, CHIROPRACTOR, RESIDENT, INTERN, EXTERN, PSYCHIATRIST, PHARMACIST, DENTISTS, ORTHODONTIST OR PERIODONTIST, HOSPITALS OR EMERGENCY ROOMS. ADDITIONALLY, THERE IS NO INSURANCE COVERAGE FOR CLAIMS MADE BY FAMILY MEMBERS AGAINST THE COUNTY WHILE RIDING IN COUNTY VEHICLES.

INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND: LJ

ROAD AND BRIDGE OPERATIONS QUESTIONNAIRE

MILES OF ROADS OWNED, CONTROLLED OR SERVICED: 1,029

MISCELLANEOUS EXPOSURES QUESTIONNAIRE

DOES YOUR COUNTY OWN ANY WATERCRAFT OR AIRCRAFT/AIRPORTS? YES NO

IF YES, PLEASE DESCRIBE:

**KCAMP DOES NOT INSURE AIRCRAFT OR LIABILITY
FOR YOUR OPERATION OF AIRCRAFT OR AIRPORTS!
THIS INSURANCE MUST BE PURCHASED ELSEWHERE
INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND: LJ**

DOES THE COUNTY HAVE ANY FREESTANDING SIGNS, BILLBOARDS, STATUES, MONUMENTS, ETC...? YES NO

IF YES, PLEASE ITEMIZE THEM HERE:

DESCRIPTION	LOCATION (ADDRESS)	REPLACEMENT COST
Tuay Jones & Washburn Statue	315 S. Main, Ottawa	\$3,000
Buffalo Woman Statue	315 S. Main, Ottawa	\$25,000
see attachment		

DOES YOUR COUNTY HAVE ANY OF THE FOLLOWING:

	DO YOU HAVE THE FOLLOWING?	WHO INSURES IT?
BEACHES/LAKES	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
CHEMICAL SPRAYING	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	KCAMP
DAMS/RESOVOIRS	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
SKATING RINKS OR SKATING PARKS	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
MUSEUMS OR LIBRARIES	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
CAMPGROUNDS	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
PUBLIC TRANSPORTATION	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
DAY CARE FACILITY	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
PARKS	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
GOLF COURSES	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
SWIMMING POOLS	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
STADIUMS OR GRANDSTANDS	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
FENCES	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	KCAMP

**(CONTINUED) FREESTANDING SIGNS, BILLBOARDS, STATUES, MONUMENTS,
ETC...**

DESCRIPTION	LOCATION (ADDRESS)	REPLACEMENT COST
Centennial Bench	315 S. Main, Ottawa	\$4,500
Franklin County Annex Sign	1418 S. Main, Ottawa	\$19,500

**KCAMP DOES NOT INSURE EXTENSION COUNCILS OR
ANY ACTIVITY ASSOCIATED WITH THEM**
INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND: LJ

**KCAMP DOES NOT INSURE BOARDS AND COUNCILS
WHO ARE NOT APPOINTED BY AND UNDER THE
JURISDICTION OF THE COUNTY COMMISSIONERS.
THIS INCLUDES FAIR BOARDS.**
INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND: LJ

DOES THE COUNTY OWN PROPERTY THAT IT RENTS OR LEASES TO OTHERS
(FAIRGROUNDS, SPECIAL EVENTS, SENIOR CENTERS, ETC.)? YES NO

IF YES, PLEASE DESCRIBE: Franklin County Annex Office

DOES THE COUNTY OWN ANY UNDERGROUND PROPERTY, I.E. ELECTRIC
LINES, FIBER OPTIC LINES, ETC.? YES NO
IF YES, PLEASE DESCRIBE see attached map

**ELECTRIC OR FIBER OPTIC LINES OUTSIDE OF A
COVERED BUILDING ARE NOT COVERED UNLESS
SCHEDULED AND A PREMIUM IS PAID**
INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND: LJ

DOES THE COUNTY OWN A WATER TREATMENT PLANT? YES NO
IF YES DESCRIBE

DOES THE COUNTY OWN A SEWER LAGOON? YES NO
IF YES DESCRIBE Centropolis Sewer District

**KCAMP DOES NOT COVER ENVIRONMENTAL OR
POLLUTION CLAIMS**
INITIAL HERE THAT YOU HAVE READ AND UNDERSTAND: LJ

JUVENILE JUSTICE AUTHORITY/COMMUNITY CORRECTIONS

ARE YOU THE HOST COUNTY FOR JUVENILE JUSTICE AUTHORITY AND/OR COMMUNITY CORRECTIONS DISTRICT? YES NO

IF YES, PLEASE COMPLETE THE FOLLOWING QUESTIONS:

DO YOU OPERATE A FACILITY THAT HOUSES CLIENTS? YES NO

CAPACITY (IF YOU HOUSE CLIENTS)	
NUMBER OF FULL-TIME STAFF	
NUMBER OF PART-TIME STAFF	
NUMBER OF STAFF WITH CLIENT CONTACT (EXCLUDING CLERICAL ONLY STAFF)	
ANNUAL OPERATING BUDGET	

NAME OF ADMINISTRATOR/DIRECTOR Keith Clark
PHONE NUMBER 785-229-8953
FAX NUMBER 785-229-3512
EMAIL ADDRESS kclark@mail.franklincoks.org

ARE YOU CONSIDERED EMPLOYEES OF THE HOST COUNTY? YES NO
WHO HAS AUTHORITY FOR PERSONNEL ACTIONS? Keith Clark

WHO HIRES THE ADMINISTRATOR/DIRECTOR? Community Corrections Advisory Board & County Adiminstrator

IS SUBSTANCE ABUSE TESTING DONE ON ALL EMPLOYEES? YES NO
IS THERE A PROBATIONARY PERIOD FOR NEW EMPLOYEES? YES NO
DO YOU TRANSPORT CLIENTS? YES NO
IF YES, ARE COUNTY VEHICLES USED? YES NO
ARE PERSONAL VEHICLES USED? YES NO
ARE DRIVING RECORDS OBTAINED? YES NO

YOUTH DETENTION CENTERS

ARE YOU THE HOST COUNTY FOR JUVENILE A YOUTH DETENTION CENTER?

YES NO

IF YES, PLEASE COMPLETE THE FOLLOWING QUESTIONS:

CAPACITY	7
NUMBER OF FULL-TIME STAFF	13
NUMBER OF PART-TIME STAFF	1
NUMBER OF STAFF WITH INMATE CONTACT	14
ANNUAL OPERATING BUDGET	607,949

NAME OF ADMINISTRATOR/DIRECTOR Ethel Wallace
 PHONE NUMBER 785-229-3401
 FAX NUMBER 785-229-8991
 EMAIL ADDRESS ewallace@mail.franklincoks.org

ARE YOU CONSIDERED EMPLOYEES OF THE HOST COUNTY? YES NO
 WHO HAS AUTHORITY FOR PERSONNEL ACTIONS? Ethel Wallace

WHO HIRES THE ADMINISTRATOR/DIRECTOR? County Administrator

IS SUBSTANCE ABUSE TESTING DONE ON ALL EMPLOYEES? YES NO
 IS THERE A PROBATIONARY PERIOD FOR NEW EMPLOYEES? YES NO
 DO YOU TRANSPORT CLIENTS? YES NO
 IF YES, ARE COUNTY VEHICLES USED? YES NO
 ARE PERSONAL VEHICLES USED? YES NO
 ARE DRIVING RECORDS OBTAINED? YES NO

KCAMP CERTIFICATION FORM

QUESTIONNAIRE WAS COMPLETED 08/27/2008 BY Lisa Johnson. BY SUBMITTING THIS ELECTRONIC FORM, THE COUNTY CERTIFIES THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE AND ABILITY.

PLEASE VERIFY THAT EACH COUNTY COMMISSIONER HAS RECEIVED THEIR OWN COPY OF THIS QUESTIONNAIRE PRIOR TO SUBMITTAL, AND INITIAL HERE TO VERIFY THAT THIS HAS BEEN DONE: LJ

FRANKLIN COUNTY

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: Lisa J. Johnson	Ext. 3485
DEPARTMENT: Administration	
DATE: Wednesday, September 3, 2008	No.

ITEM:

Revision to Concealed Carry Prohibition contained in Resolution 06-76.

Background:

In 2006 the Commission adopted a resolution prohibiting the carrying of concealed weapons onto any property owned or maintained by the County. Since that time the state legislature has modified the Family and Personal Protection Act, and as a result the County is not in compliance with state law. In order to correct this situation a revised resolution has been prepared to replace the 2006 resolution. In substance, the revised resolution prohibits the concealed carry of weapons into County building and by County employees while in the course of their official job duties. It does not change the penalties or any other material aspect of the previous resolution.

Recommended Action:

Rescind resolution 06-76 and adopt the revised resolution.

Attachments:

Proposed Resolution.

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

RESOLUTION 08 -

A RESOLUTION RESCINDING RESOLUTION 06-76 AND PROHIBITING THE POSSESSION OR CARRYING OF CERTAIN FIREARMS WHILE UPON DESIGNATED PROPERTY OWNED AND/OR OPERATED BY FRANKLIN COUNTY, KANSAS

WHEREAS, K.S.A. 19-101, provides that a county may exercise the powers of home rule to determine its local affairs and government authorization under the provisions of K.S.A. 19-101a; and

WHEREAS, the County desires to adopt a policy prohibiting concealed weapons in designated county buildings and this is a permissible exercise of home rule power, pursuant to K.S.A. 19-101a;

WHEREAS, the Board of County Commissioners believes that this promotes the health and safety of the County is in the best interests of the County employees and the County;

**THEREFORE, BE IT RESOLVED
BY
THE BOARD OF FRANKLIN COUNTY COMMISSIONERS,**

The Board hereby finds that due to changes in the Family and Personal Protection Act it is necessary to rescind Franklin County Resolution 06-76 and hereby orders said resolution to be rescinded.

The Board further finds as follows:

Section 1. The Board finds that for the purpose of this resolution "firearm" shall mean any handgun, pistol or revolver.

Section 2. The Board further finds that pursuant to the Personal and Family Protection Act as found at K.S.A. 75-7c10, it shall be unlawful for any person to carry a concealed firearm into:

- (1) Any sheriff's station;
- (2) Any detention facility or jail;
- (3) Any courthouse;

- (4) Any courtroom, except nothing in this section shall preclude a judge from carrying a concealed weapon or determining who will carry a concealed weapon in the judge's courtroom;
- (5) Any polling place on the day an election is held; or
- (6) Any meeting of the governing body of a county, city, or other political or taxing subdivision of the state, or any committee or subcommittee thereof.

Section 3. Violation of Section 2 of this resolution is a Class A misdemeanor pursuant to K.S.A. 75-7c10.

Section 4. Pursuant to the authority granted property owners and to the owners or operators of businesses under the Personal and Family Protection Act as found at K.S.A. 75-7c10, the governing body of Franklin County, Kansas, hereby prohibits the carrying of any concealed firearm by any person other than those identified in section 7 below while in any building owned or operated by Franklin County, Kansas, and/or which the County is operating as a public employer to include the following locations:

- (1) The Public Works Shop located at 2038 S. Main, Ottawa, Kansas;
- (2) The Franklin County Recycling Center located at 2038 S. Main, Ottawa, Kansas;
- (3) The Franklin County Records Center located at 1124 West 7th Street Terrace, Ottawa, Kansas;
- (4) The Noxious Weeds Department located at 2038 S. Main, Ottawa, Kansas.
- (5) The Transfer Station located at 3323 Osborne Terrace, Ottawa, Kansas;
- (6) The Franklin County Annex Building located at 1428 S. Main, Ottawa, Kansas 66067 and 1418 S. Main, Ottawa, Kansas;
- (7) The Franklin County Ambulance Station located at 219 East 14th Street, Ottawa, Kansas and the satellite station located at 730 S. Main, Wellsville, Kansas.

Section 5. Violation of Section 4 of this Resolution is a class B misdemeanor punishable by a fine of up to \$500.00 and/or six months in jail or both.

Section 6. The prohibitions set forth in Sections 2 and 4 above shall apply to the interiors of the structures on all such properties, provides however that this prohibition shall not apply to persons who are lawfully in possession of any such firearm while in a motor vehicle which is located in an area designated for public vehicular traffic or for public vehicular parking.

Section 7. The prohibitions set forth in Section 2 shall not apply to any person identified under the exclusions set forth in subsection (b) or (c) of K.S.A. 21-4201 regarding the criminal use of weapons, as said provisions now apply or may hereafter be amended. This prohibition shall not apply to the performance of job duties by duly authorized law enforcement officers or by County employees who have received approval from the County Commission.

Section 8. The Board further prohibits any employee while in the performance of their official duties in their employment by the County from carrying a concealed weapon without the express permission of the Board. Violation of this section shall be grounds for immediate termination from employment. This shall not apply to employees lawfully authorized to carry weapons as part of their employment by the County.

Section 9. This resolution shall take effect and be in force from and after its publication in the official newspaper of Franklin County.

Passed and adopted in regular session this ____ day of September 2008.

Karen S. Farrell
Chairperson

Attested and Recorded, this ____ day of September 2008.

Shari Perry
County Clerk