

FRANKLIN COUNTY COMMISSION AGENDA ITEM

TO: Board of Franklin County Commissioners	REVIEWED:
FROM: Craig Davis	EXT: 1200
DEPARTMENT: Sheriff's Office	DATE: Wednesday, October 22, 2008

ITEM: Consider the approval of the two-year renewal agreement between Franklin County and the Kansas Department of Transportation (KDOT) for deputy overtime reimbursements through the STEP Campaign.

Background: The Franklin County Sheriff's Department has participated in the STEP Campaign for the last several years. The STEP Campaign is a program offered through KDOT that reimburses local law enforcement agencies for deputy overtime wages for special traffic enforcement programs.

Recommended Action: It is recommended that the commission approve the two-year renewal STEP agreement between Franklin County and KDOT.

Attachments: STEP Agreement

October 8, 2008

Sheriff Craig Davis
Franklin County Sheriff's Office
305 S Main
Ottawa, KS 66067

Dear Chief Davis:

Once again it is time to renew the two-year STEP agreement between this office and your agency. We hope you and the other named city or county official will sign the enclosed documents and return the originals to us very soon.


We have examined your participation in the various STEP campaigns over the last several years as well as your annual grant expenditures. With respect to funding, we are proposing that the grant amount remain as it was last year. This amount appears on the Attachment 1, STEP Grantee Information Sheet. If you feel that this amount will not be adequate in the 2009 grant year, please contact Stephen Halbett. If Stephen agrees, we can easily amend the amount and get a revised agreement mailed to you.

Please next look at Section 3 of Attachment 1. We have either checked (will participate) or left blank (will not participate) the boxes regarding the optional November campaign. We anticipated your choice based upon your participation in this campaign in the recent past. If our assumption is wrong, please write a note in this section of the form reversing what we've done. Please initial this note.

You will need to update the citation and manpower questions 18-23 in Section 2 of this same form. For questions 18-20 you may use any recent 12 month period available to you. You may use whatever estimation technique you wish if you do not have a full year of citation information. We will assume whatever is placed there is an actual 12 month figure, or estimate, for your entire agency.

There are a total of five places within the agreement for either your signature or that of the other named city/county official. Please return the signed original of this agreement to me at the address below as soon as you can. I'll get it signed by KDOT officials and get a copy back to you.

Sincerely,


John A. Schneider
KDOT Bureau of Traffic Safety
johnsc@ksdot.org

BUREAU OF TRAFFIC SAFETY

Pete Bodyk, Chief

Dwight D. Eisenhower State Office Building

700 S.W. Harrison Street; Topeka, KS 66603-3745 • (785) 296-3756 • Fax: (785) 291-3010

TTY (Hearing Impaired): (785) 296-3585 • e-mail: publicinfo@ksdot.org • Public Access at North Entrance of Building

15) The Certification of the Grantee, Attachment No. 2, is incorporated by reference and made a part hereof.

16) This Agreement shall be binding upon the parties hereto and their successors and assigns.

17) It is expressly agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

LOCAL AUTHORIZING
OFFICIALS

KANSAS DEPARTMENT OF
TRANSPORTATION

Signature of:
Sue Farrell, Commission Chair

Debra L. Miller
Secretary of Transportation for
the State of Kansas

Craig A Davis

Signature of:
Sheriff Craig Davis



Revised Last : 05/02/2005

FY 2009-10

Special Traffic Enforcement Program (STEP) Grantee Information Sheet

Kansas Department of Transportation, Bureau of Transportation Safety & Technology
Eisenhower State Office Building, 700 SW Harrison St. Topeka 66603

Section 1 - General Agency Information

Franklin County Sheriff's Office

1. Name of Applicant Agency
305 S Main
2. Mailing Address
Ottawa
3. City
66067
4. Zip Code
5. Street Address, if not already in #2 above.
Sue Farrell, Commission Chair
6. Name & Title of person authorized to commit city/county to contracts

Sheriff Craig Davis
7. Name and title of agency head
(785) 229-1276
8. Agency Head's Phone #
cdavis@mail.franklincoks.org
9. Agency Head's E-Mail Address
48-6038022
10. Agency's Federal Employee ID # (FEIN)

Lt. Jimmie Dean
11. Name of Project Contact Person
(785) 221-1251
12. Contact's Ph #
(785) 418-1418
13. Contact's Cell #
jdean@mail.franklincoks.org
14. Contact Person's E-Mail Address
(785) 229-1210
15. Contact Person's Fax #

Section 2 - Traffic Safety Information

16. Does your agency have a written policy on employee belt use? **Yes**

17. Do you have a stated policy, either written or oral, stating that seat belt laws will be enforced by your officers? Check one:
No. Yes, Written. Yes, Oral.

Citations issued in a recent 12 month period:		Manpower and Salary Info:	
18. Safety belts:		21. # of FT Officers	
19. Child safety:		22. # of PT Officers	
20. DUI:		23. Avg Officer Wage	

24. Population living in agency jurisdiction..... **25,000**

Section 3 - Campaign Choices

25. Check the Nov 2008/2009 optional campaigns if you would like to take part.

Campaign	FY 2009	FY 2010
November Theme: Holiday driving, both DUI & Belts. Optional . Check off at right if you plan to participate.	Nov 2008 <input checked="" type="checkbox"/>	Nov 2009 <input checked="" type="checkbox"/>
May-June (Memorial Day Pd.) Theme: "Click It Or Ticket" Seat Belt Campaign. Mandatory.	May 2009 <input checked="" type="checkbox"/>	May 2010 <input checked="" type="checkbox"/>
Aug-Sep (Labor Day Pd.) Theme: "Over the Limit, Under Arrest" DUI Campaign. Mandatory.	Aug 2009 <input checked="" type="checkbox"/>	Aug 2010 <input checked="" type="checkbox"/>

26. Check the tools below that you will probably use to publicize the campaigns

PSA-Radio... News Event... Child Seat Checks.....
Other -(Specify)

PSA-TV..... Interviews.....
Publ. Article... Displays.....

Section 4 - Grant Payment Choices

27. Desired reimbursement method: "X"
(If direct deposit, see instructions below) **X** Direct Deposit *
X Printed check

28. Reimbursement checks should be made payable to:
Franklin County Sheriff's Office

29. Reimbursement checks will go to the address in #2 above unless different one is entered below. Also use space to name a financial contact person, if desired:

*If arrangements for direct deposit of grant reimbursements have not previously been made, contact Rick Woodhead, Federal Aid and Project Accounting, KDOT, 700 SW Harrison, Topeka, 66603. Phone: (785) 296-3205, FAX: (785) 296-7927

KDOT AWARD INFORMATION

Project begins:	10/1/2008	Project Number:	OP-1199-09
Project ends:	9/30/2010	Local Benefit %:	100%
Funding Source:	Section 402	KHP Troop:	B
County:	FR		

Grant Amount..... **\$4,500** FY 2009
Will be determined in September 2009
FY 2010

Required Applicant Signatures

I certify compliance with all criteria applicable for eligibility of the program and implementation in accordance with program requirements.

X
Authorizing City or County Official: **Sue Farrell, Commission Chair** Date:
X *Craig Davis* 10-17-08
LE Agency Head: **Sheriff Craig Davis** Date:

KDOT Approval

I approve of this contract, as presently outlined by this document, the Highway Safety Program Agreement of which it is now a part, and other attachments to said Agreement.

X
Pete Bodyk, Bureau of Transportation Safety & Technology

Certification of the STEP GRANTEE

I hereby certify that I am **Sheriff Craig Davis** and I am the duly
authorized representative of the: **Franklin County Sheriff's Office**

and that neither I nor the above agency I here represent has:

(a) employ or retain for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above agency) to solicit or secure this Agreement; or

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above agency) any fee, contribution, donation, or consideration of any kind for or in connection with, procuring or carrying out this Agreement;

except as here expressly stated (if any):

I acknowledge that this Certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

X



Signature of: **Sheriff Craig Davis**
Franklin County Sheriff's Office

10-17-2008
Date:

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW INCOME
POPULATIONS (1994), and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

(1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

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 provisions:

"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.

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.).

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

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."