

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, NOVEMBER 16, 2016

4:00 p.m.

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders; and
- (b) Review and Approve a Memorandum of Understanding between the Kansas Department of Corrections Division of Juvenile Services and Douglas County Kansas; for purposes of funding Two (2) Douglas County slots for Youth Advocacy Program, Inc. a Community Based Alternative to Out of Home Placement. (Pam Weigand); and
- (c) Review and Approve the Juvenile Justice Comprehensive Plan State Block Grant Conditions of Grant Agreement between Douglas County Kansas and The Kansas Department of Corrections-Juvenile Services; an extension of the original July 2015 agreement through June 30,2017. (Pam Weigand)

REGULAR AGENDA

- (2) (a) Consider approval of Accounts Payable (if necessary)
 - (b) Appointments
 - Board of Construction Codes Appeals (1) position 12/15
 - Planning Commission (1) position to fill unexpired term
 - Douglas County Fairboard (3) positions 12/16
 - (c) Public Comment
 - (d) Miscellaneous
- (3) Adjourn

THURSDAY, NOVEMBER 17, 2016

-9:00 a.m. – Election Canvas for General Election

WEDNESDAY, NOVEMBER 23, 2016 (meeting cancelled)

WEDNESDAY, NOVEMBER 30, 2016

-Presentation of Douglas County Fairgrounds Master Plan and finalize funding budget for landscaping (Eileen Horn)

WEDNESDAY, DECEMBER 7, 2016 (light or cancelled)

WEDNESDAY, DECEMBER 14, 2016

4 p.m.

-Receive recommendation from the Public Incentive Advisory Committee (PIRC) and consider County/School District participation in a 10 year, 75% Neighborhood Revitalization Area (NRA) for Vermont LLC for their mixed-use project at approximately 800-815 Vermont Street (Britt Crum-Cano)

WEDNESDAY, DECEMBER 21, 2016

-Bid openings for Consider awarding contract for Douglas County Project no. 2015-68, replacement of bridge no. 00.64-05.50 (Keith Browning)

WEDNESDAY, DECEMBER 28, 2016

MONDAY, JANUARY 9, 2016

9:00 a.m. – Swearing in of elected County Commissioners

WEDNESDAY, JANUARY 17, 2018 – (Light or cancelled)

Note: *The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:00 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

MEMORANDUM

TO: Board of County Commissioners, Douglas County
Sarah Plinsky, Acting County Administrator

FROM: Pam Weigand, Youth Services Director

SUBJECT: Review and Approve a Memorandum of Understanding between the Kansas Department of Corrections Division of Juvenile Services and Douglas County Kansas; for purposes of funding Two (2) Douglas County slots for Youth Advocacy Program, Inc. a Community Based Alternative to Out of Home Placement.

DATE: November 8, 2016

As you are aware on September 21, 2016 you entered into an agreement with the Youth Advocate Program, Inc. (YAP) to provide Douglas County with an alternative to out-of-home placement for moderate and high risk youthful offenders, and for re-entry of youthful offenders from state correctional facilities.

The final step in ensuring that YAP services are available in Douglas County is for the Board of County Commissioners to enter into a Memorandum of Understanding with the Kansas Department of Corrections Division of Juvenile Services (KDOC-JS) with respect to payment for, and expectations for use of YAP services. The cost of YAP services will be paid for with KDOC-JS funds that are front loaded to Douglas County. Each quarter Douglas County Youth Services will send KDOC-JS receipts for YAP services purchased with the front loaded funds, and KDOC-JS will reload funds to cover what was spent. If YAP services aren't used during the quarter there would be no reloading of funds as no expenses were incurred. The 7th Judicial District is contracting to use two (2) of the YAP slots available in the eastern region.

I will be available at the Commission meeting to answer questions. Thank you for your consideration.

MEMORANDUM OF UNDERSTANDING

KANSAS DEPARTMENT OF CORRECTIONS DIVISION OF JUVENILE SERVICES

AND

DOUGLAS COUNTY, KANSAS DIVISION OF YOUTH SERVICES

This Memorandum of Understanding (MOU) is made between the Kansas Department of Corrections, Division of Juvenile Services, (herein referred to as KDOC-JS) and Douglas County, Kansas (hereinafter the “County”), for purposes of providing community based alternatives to out of home placements.

WHEREAS, the 2016 Kansas Legislature passed and Governor Sam Brownback signed into law Senate Bill (SB) 367 to advance three goals:

- Promote public safety and hold juvenile offenders accountable;
- Control taxpayers costs; and
- Improve outcomes for youth, families, and communities in Kansas.

WHEREAS, the KDOC-JS is authorized to administer the Kansas juvenile justice improvement fund for the development and implementation of evidence-based community programs and practices for juvenile offenders and their families in conjunction with a reduction in out-of-home placements;

WHEREAS, the Secretary of KDOC-JS may enter into memorandums of agreement or contractual relationships with state agencies, other governmental entities or private providers as necessary to carry out the Secretary’s responsibilities pursuant to the revised Kansas juvenile justice code;

WHEREAS, the County has, in collaboration with the Seventh Judicial District Court of Kansas, established a goal to eliminate the use of out-of-home placements by the District Court and the District Court Judge has documented intent by signature in attachment A;

WHEREAS, the County has identified the Youth Advocate Programs, Inc., a Pennsylvania corporation, (herein referred to as YAP) as a program which is both evidence-based and delivered in the community, consistent with the goals of SB367; and

WHEREAS, the County has entered into a contract with YAP which will provide the Seventh Judicial District the opportunity to access services for youth;

THEREFORE, the parties therefore agree to the following:

1. The term of this MOU is December 1, 2016 through June 30, 2017, with YAP services to youth occurring between December 1, 2016 and June 30, 2017, and may be extended by mutual written agreement for up to 2 subsequent 12 month periods.
2. Eligible youth for YAP services are adjudicated juvenile offenders who are under post adjudication jurisdiction of the District Court, are assessed as either moderate or high risk to reoffend on the Youthful Level of Service/Case Management Inventory (YLS/CMI), and without YAP would otherwise be in an out-of-home placement or a juvenile correctional facility. A youth adjudicated as a sex offender that scores low risk on the YLS/CMI may participate in YAP if assessed to be moderate or high risk on the sex offender specific risk assessments performed by Clinical Associates under KDOC-JS contract #41613.
3. KDOC-JS has budgeted to provide financial assistance for YAP up to 30 average participants per day to be shared among the participating judicial districts, and up to 10 youth may also receive Supported Work Services. The County will have, on average, two participants in the program at any given time. Any cost which exceeds the amount in this agreement shall not be the responsibility of KDOC-JS unless and until this agreement is modified by written agreement of KDOC-JS and the County.

The maximum financial assistance available is as follows;

- a. Up to 2 juvenile offender participants, in aggregate, from the County at any point in time, and up to 30 juvenile offender participants from and any other participating judicial district(s) at any point in time
 - b. Maximum of six (6) months of YAP services to any individual juvenile offender
 - c. Maximum expenditure by KDOC-JS of \$550,177, calculated as;
 - i. 180 days per youth x \$54.17 x 30 youth x 1.5 = \$438,777, plus
 - ii. \$10,000 for one-time start-up costs cited in number 3 above, plus
 - iii. 20 hours per week per youth x \$13.00 x 10 youth x 39 weeks = \$101,400 for additional Supported Work Services
 - d. Any subsequent 12 month extension will have maximum expenditure by KDOC-JS of \$720,236, calculated as;
 - i. 365 days of YAP services (at maximum of 180 days per youth) x \$54.17 x 30 youth = \$593,151.50, plus
 - ii. 20 hours per week per youth x \$13.00 x 10 youth x 52 weeks = \$135,200 for additional Supported Work Services
4. KDOC-JS will provide an initial payment to the County in the amount of \$3,358.54 for YAP services for the period of December 1, 2016 through December 31, 2016 to serve up to 2 participants per day, and no participants in Supported Work Services. County

agrees, and has collaborated with the District Court to ensure, that each YAP youth served will reduce the districts total out-of-home placement in Youth Residential Center II's by one bed for each YAP youth. The baseline total population is 3.

- a. All payments for YAP will be separately maintained in general ledger to ensure they are not comingled with funds from other local, state or federal agencies or other funding sources from KDOC or KDOC-JS.
 - b. Any unexpended balance of the initial payment and subsequent reimbursements will be returned to KDOC-JS within 30 days of the expiration or other termination of this MOU.
5. After the initial payment, all future payments will be a reimbursement of actual expenditures by the County for YAP services. The County will submit a request for reimbursement to KDOC-JS by the last day of the calendar month following the end of the month (i.e. for month ending October 31, 2016 reimbursement request must be received by November 30, 2016) with the following supporting documentation:
 - a. Copy of invoice from YAP indicating the number of youth billed, the days per youth, and the total invoice amount.
 - b. Copy of the payment voucher issued by the County to YAP.

Reimbursement requests will be paid in accordance with the Kansas Prompt Payment Act.

After three months, KDOC shall deduct from the \$ 3,358.54 advanced payment from the reimbursement for February 2017 services. In the event the reimbursement amount is less than the advance payment, any remaining balance not recouped will be deducted from subsequent reimbursement requests until the advanced payment is recovered.

6. Incorporated by reference into this MOU are the following documents, executed between the County and YAP on September 21, 2016.
 - a. Community Alternatives to Placement Agreement

The contents of the attachment shall govern all delivery of services to juvenile offenders and their families under this memorandum of understanding.

7. The County agrees to submit the following participant data to KDOC-JS on a monthly basis, due along with and on the same dates listed above for reimbursement.
 - a. Monthly YAP Youth Data Report
 - b. Monthly YAP Caseload Report
 - c. Monthly YAP Follow-up Outcomes Report
8. The parties mutually agree that either KDOC or County may terminate this Contract at any time, without cause, by giving written notice to the other party at least thirty (30) days

prior to the selected termination date. The termination shall be effective as of the date specified in the notice.

9. The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 3-00), which is attached to this contract as Attachment E, is incorporated into this contract by this reference and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives on the date indicated below:

Kansas Department of Corrections

Douglas County, Kansas

J.L. Norwood, Secretary

James E. Flory, Board Chair

Date:_____

Date:_____

Attest:

Jamie Shew, County Clerk

Statement of Understanding

The _____ Judicial District Court of the State of Kansas understands the intent of Juvenile Justice Reform in Kansas as formalized through SB 367 in 2016 and its underlying goals of significantly reducing out of home placements for juvenile offenders and improving long-term outcomes for our youth. Our goal will be to limit the placement of youth in the custody of the Kansas Department of Corrections and the associated out of home placements of juvenile offenders to those youth that have no other options for such placements. Programs within the community, including Youth Advocate Programs, Inc., will be utilized as appropriate for each juvenile according to their risk and needs to prevent the need for out of home placements.

District Court Judge

Date

**ATTACHMENT E
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. 04-11), 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 1st day of July, 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 or Budget Rescission or Allotment:** 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. If, in the judgment of the Secretary of the state agency party, as a result of a budget rescission ordered by the Governor, or a budget allotment ordered by the Secretary of Administration, insufficient funds remain to support the function performed in this agreement and for payment of charges hereunder, State may terminate this agreement upon giving 30 days' written notice. In the event of termination due to any circumstance set forth above, Contractor shall have the right to take possession of any equipment provided State under the contract, upon the effective date of termination. State will pay to the contractor all regular contractual payments incurred up to the effective date of termination, plus contractual charges, if any, incidental to the return of any such equipment. Upon termination of the agreement by the State, title to any such equipment shall revert to the contractor upon the effective date of termination. 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.

ATTACHMENT E (continued)
CONTRACTUAL PROVISIONS ATTACHMENT

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.
14. **Compliance with Prison Rape Elimination Act (PREA):** The contractor agrees to comply with all applicable provisions of the Prison Rape Elimination Act of 2003 (42. U.S.C. §§ 15601, et seq.), as amended from time to time, and National PREA Standards promulgated by the Attorney General of the United States, under authority of that Act, found at 28 CFR Part 115, as amended from time to time. The contractor further agrees to comply with all applicable administrative policies and procedures of the Kansas Department of Corrections and its facilities, dealing with the subject matter of sexual abuse or sexual harassment of inmates or juvenile residents.

Attachment B

AMENDMENT TO AGREEMENT AGREEMENT CONDITIONS OF GRANT **Juvenile Justice Comprehensive Plan State Block Grant**

The above referenced Agreement originally entered on the 1st day of July 2015, by and between the Kansas Department of Corrections, Juvenile Services, hereinafter referred to as "KDOC-JS," and the **Douglas County Board of County Commissioners**, hereinafter referred to as "GRANTEE" is hereby amended by agreement of the parties.

WHEREAS, the above named parties desire to amend the original Agreement as follows:

Preamble:

A grant is hereby awarded, commencing on the 1st day of July 2015, from the Kansas Department of Corrections, Juvenile Services, hereinafter referred to as "KDOC-JS," to the Douglas County Board of County Commissioners, hereinafter referred to as "GRANTEE." This grant and conditions, to which both parties agree and which are enumerated below, remain effective until **June 30, 2017**. Acceptance of block grant funds indicates GRANTEE'S acknowledgement of, and intent to comply with, all the conditions outlined below.

The remaining terms and conditions of the above referenced original Agreement shall remain in force and effect and binding on the parties hereto.

APPROVED BY: Chairperson, Board of County Commissioners

Name: _____
(Please Print First Name, MI, and Last Name)

Signature: _____ Date: _____

Attest: _____
Douglas County Clerk

APPROVED BY: Kansas Department of Corrections, Juvenile Services

Name: Joe Norwood, Secretary

Signature: _____ Date: _____

MEMORANDUM

TO: Board of County Commissioners, Douglas County
Sarah Plinsky, Acting County Administrator

FROM: Pam Weigand, Youth Services Director

SUBJECT: Review and Approve Amendment to Agreement Conditions of Grant Juvenile Justice Comprehensive Plan State Block Grant.

DATE: November 8, 2016

As you may remember Senate Bill 367, provides for a phased implementation of new approaches to juvenile justice practices between the summer of 2016 and July of 2019. The Kansas Department of Corrections- Juvenile Services (KDOC-JS) provided each Judicial District with an extension/ continuation grant for the first half of state fiscal year (SFY) 2017. The extension funding allocation was based upon one half of the districts approved FY16 budget.

Our Judicial District was notified by KDOC-JS that we are eligible for continuation of current grant funding during the second half of state fiscal year (FY) 2017. The funding is an additional continuation of the district's FY2016 Graduated Sanctions and Prevention block grant, and may be used during the period of January 1, 2017 through June 30, 2017.

The funding allocation is the same as the district's approved FY17 budget for the period of July 1 through December 31, 2016.

Your district's Prevention allocation is:	\$18,599.50
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Your district's Graduated Sanctions allocation is:	\$230,972.11
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The Juvenile Corrections Advisory Board has been advised of the second half of SFY 2017 funding grant continuation from SFY 2016.

I will be available at the Board meeting to answer any questions.

Thank you for your consideration.