



RENO COUNTY  
206 West First Avenue  
Hutchinson, Kansas 67501-5245  
(620) 694-2929  
Fax (620) 694-2928  
TDD (800) 766-3777

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TO: ALL INTERESTED PARTIES  
FROM: BOARD OF COMMISSIONERS  
RE: NOTICE OF MEETINGS  
DATE June 09, 2016

The Reno County Board of Commissioners will meet as regularly scheduled at 9:00 a.m. on Tuesday, June 14, 2016, in Commission Chambers to hold their Agenda Session.

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**AGENDA SESSION**  
**RENO COUNTY COMMISSION**  
**COMMISSION CHAMBERS OF COURTHOUSE**  
**Tuesday, June 14, 2016**  
**9:00 A.M.**

1. Roll Call: Deming\_\_\_\_\_Dillon \_\_\_\_\_Schlickau \_\_\_\_\_
2. Pledge of Allegiance to the American Flag and Prayer
3. Determine Additions to the Agenda (Restricted to subject matters that were not known at the time of the agenda publication and to subject matters that require immediate Board discussion and/or action and which cannot be deferred to a later date.)
4. Public Comment on Items not on the Agenda. Please come forward to the podium, state your name and address and limit your remarks to not more than 5 minutes per item.
5. Consent Agenda (items considered routine for approval. If any commissioner or person in the audience would like further discussions or explanation of any item they may ask that it be removed from the consent agenda for additional consideration.
  - a. Vouchers (bills or payments owed by the county or related taxing units) totaling \_\_\_\_\_.
  - b. Change Orders 2016: 486, 537 and 538.

Motion for consent agenda items: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_ Second\_\_\_\_\_

Dillon \_\_\_\_\_Schlickau \_\_\_\_\_Deming\_\_\_\_\_

6. Consider for approval an agreement between the City of Hutchinson and Reno County for the 2016 Byrne Justice Assistance Grant (JAG) Program Award where the City of Hutchinson will pay Reno County \$8,321 of the grant award. AI

Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_ Second\_\_\_\_\_

Dillon \_\_\_\_\_Schlickau \_\_\_\_\_Deming\_\_\_\_\_

7. Consider for approval Kansas Department of Corrections' grant programs and budget for the first half of the SFY17 (State Fiscal Year 2017) with a grant amount of \$327,467.51 (Graduated Sanctions & Prevention). AI

Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_ Second\_\_\_\_\_

Dillon \_\_\_\_\_Schlickau \_\_\_\_\_Deming\_\_\_\_\_

8. Consider for approval a request by Clinton Troyer for a fence viewing on certain property located at 11502 East Avenue G, Burrton, KS as per K.S.A. 29-304. AI

Motion for action: Approval \_\_\_\_\_ Disapproval \_\_\_\_\_

Motion \_\_\_\_\_ Second \_\_\_\_\_

Dillon \_\_\_\_\_ Schlickau \_\_\_\_\_ Deming \_\_\_\_\_

9. Presentation of the 2015 Audit Report by Adams Brown Beran & Ball

10. Discussion of items added to the agenda

11. Department update from Reno County Sheriff Randy Henderson

12. Department update from District Attorney Keith Schroeder

13. Adjournment

*Items listed on the agenda as "DI" (Discussion Item) will normally be discussed that day and voted on the following week. Items listed as "AI" (Action Item) will normally be voted on that day unless postponed for further discussion or to await additional information. The Commission reserves the right to take a final vote on any agenda item but normally, on items coming up for the first time discussion, will await the following week for a final vote.*

Tax Year: 2015

TAX ROLL CORRECTION - PERSONAL PROPERTY  
AAELT013

Printed by / Date Time  
jamiradloff 6/7/2016 8:34:16AM

AGENDA  
ITEM #5b

TaxPayer ROTH00046

System Control # 2016000486

Tax Year 2015

ROTH, NORMAN  
ROTH, CINDY  
5105 N LERADO RD  
STERLING, KS - 67579

User Control # 2016000486  
Cama # 000-00-0-00-00-000-00-0-00

Doc # 246358

Tax Unit 80 WALNUT TOWNSHIP / USD 309  
Property Location 5105 N LERADO RD - STERLING, KS - 67579

Check Payable to: ROTH, NORMAN

APPRAISER SECTION (Value)

Jun 2 2016 1:00PM Christen Childs Approved

Appraised Prior To Correction:

Appraised After Correction:

Value Penalty %  
6,575 0.00

Value Penalty %  
2,075 0.00

Net Change  
-4,500

Assessed Prior To Correction:

Assessed After Correction:

Value Penalty Total  
1,972 0 1,972

Value Penalty Total  
622 0 622

Net Change  
-1,350

Exempt Value: 0

Exempt Value: 0

Net Change  
0

Comment: 2014 TRAVALONG (VIN#4DYFS2521E1030992) - TAXPAYER OWNS 263.65 AG ACRES, FARM USE EXEMPTION PER K.S.A.79-201J

CLERK SECTION (Tax)

Jun 7 2016 8:34AM Jami Radloff Order to Prir

Tax Prior To Correction:

Tax After Correction:

Levy 141.595000 Gen Tax 279.24  
SB41 \$ 0.00  
Exempt Tax Dollars ..... 279.24

Levy Gen Tax 88.08  
SB41 \$ 0.00  
Exempt Tax Dollars ..... 88.08

Net Change  
-191.16  
0.00  
-191.16

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value -1.350  
Mill Levy 141.595000

Type of Correction Abate  
Correction Code TP  
Tax Statement # 203430

Net Change in Levied Tax Dollars -191.16

Net Change in Exempt Tax Dollars 0.00

Comments 2014 TRAVALONG (VIN#4DYFS2521E1030992) - TAXPAYER OWNS 263.65 AG ACRES, FARM USE EXEMPTION PER K.S.A.79-201J

Net Change in Total Tax Dollars -191.16

Comment:

By order of the Board of County Comissioners of RENO COUNTY, Kansas. \_\_\_\_\_, Kansas. \_\_\_\_\_  
(Per K.S.A. 1475,1701,1701a, and 1702) (Date)

Approved by Commission: \_\_\_\_\_

Attest by County Clerk: \_\_\_\_\_

Tax Year: 2015

TAX ROLL CORRECTION - PERSONAL PROPERTY  
AAELT013

Printed by / Date Time  
jami.radloff 6/7/2016 8:34:30AM

TaxPayer CANA00006

System Control # 2016000537

Tax Year 2015

CANADY, MAX

User Control # 2016000537

Doc # 200836363738

Cama # -----

109 S WESTERN ST  
ARLINGTON, KS - 67514-9294

Tax Unit 14 PARTRIDGE CITY / USD 312  
Property Location 224 S RENO - PARTRIDGE, KS - 67566

Check Payable to: CANADY, MAX

APPRAISER SECTION (Value)

Jun 2 2016 1:00PM Christen Childs Approved

Appraised Prior To Correction:

Appraised After Correction:

Value Penalty %  
2,295 50.00

Value Penalty %  
0 0.00

Net Change  
-2,295

Assessed Prior To Correction:

Assessed After Correction:

Value Penalty Total  
688 344 1,032

Value Penalty Total  
0 0 0

Net Change  
-1,032

Exempt Value: 0

Exempt Value: 0

0

Comment: 2013 H & H TRAILER (533SC0811DC221024) - SOLD PER BOS

CLERK SECTION (Tax)

Jun 7 2016 8:34AM Jami Radloff Order to Prir

Tax Prior To Correction:

Tax After Correction:

Levy 177.748000 Gen Tax 183.46  
SB41 \$ 0.00  
Exempt Tax Dollars ..... 183.46

Levy Gen Tax 0.00  
SB41 \$ 0.00  
Exempt Tax Dollars ..... 0.00

Net Change  
-183.46  
0.00  
-183.46

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value -1.032  
Mill Levy 177.748000

Type of Correction Abate  
Correction Code IP  
Tax Statement # 202721

Net Change in Levied Tax Dollars -183.46

Net Change in Exempt Tax Dollars 0.00

Comments 2013 H & H TRAILER (533SC0811DC221024) - SOLD PER BOS

Net Change in Total Tax Dollars -183.46

Comment:

By order of the Board of County Commissioners of RENO COUNTY, Kansas. \_\_\_\_\_, (Date)

Approved by Commission: \_\_\_\_\_

Attest by County Clerk: \_\_\_\_\_

Tax Year: 2014

TAX ROLL CORRECTION - PERSONAL PROPERTY  
AAELT013

Printed by / Date Time  
jami.radloff 6/7/2016 8:34:42AM

TaxPayer FLAX00002  
FLAX, THOMAS G  
217 N IOWA AVE  
NESS CITY, KS - 67560

System Control # 2016000538  
User Control # 2016000538  
Cama # 000-00-0-00-00-000-00-0-00  
Tax Unit 2 ARLINGTON CITY / USD 310  
Property Location 301 S PARK ST - ARLINGTON, KS - 67514

Tax Year 2014  
Doc # 250831

APPRAISER SECTION (Value)

Jun 2 2016 1:00PM Christen Childs Approved

Appraised Prior To Correction:

Value Penalty %  
654 50.00

Appraised After Correction:

Value Penalty %  
0 0.00

Net Change  
-654

Assessed Prior To Correction:

Value Penalty Total  
75 38 113

Assessed After Correction:

Value Penalty Total  
0 0 0

Net Change  
-113

Exempt Value: 0

Exempt Value: 0

Net Change  
0

Comment: 1993 LAZER VASS BOAT - DOUBLE ASSESSED IN NESS COUNTY

CLERK SECTION (Tax)

Jun 7 2016 8:34AM Jami Radloff Order to Prir

Tax Prior To Correction:

Tax After Correction:

Levy 161.115000 Gen Tax 18.00  
WC Levy 0.159556 SB41 \$ 0.00  
Exempt Tax Dollars ..... 18.00

Levy Gen Tax 0.00  
WC Levy 0.159556 SB41 \$ 0.00  
Exempt Tax Dollars ..... 0.00

Net Change  
-18.00  
0.00  
-18.00

Comment:

TREASURER SECTION (Summary)

Net Change in Assessed Value -113  
Mill Levy 161.115000  
Watercraft Levy 0.159556  
Net Change in Levied Tax Dollars -18.00  
Net Change in Exempt Tax Dollars 0.00  
Net Change in Total Tax Dollars -18.00

Type of Correction Abate  
Correction Code CL  
Tax Statement # 200057

Comments 1993 LAZER VASS BOAT - DOUBLE ASSESSED IN NESS COUNTY

Comment:

By order of the Board of County Commissioners of RENO COUNTY, Kansas.

(Date)

Approved by Commission: \_\_\_\_\_

Attest by County Clerk: \_\_\_\_\_

## PROGRAM NARRATIVE

2016 JAG funds will be used by the Hutchinson Police Department and Reno County Sherriff's Office to purchase equipment that is needed to enhance law enforcement performance and officer's safety in providing public safety in our community.

### **HUTCHINSON PD:**

Upon reception of grant funds of \$18,521.00, Hutchinson PD will upgrade all body worn cameras worn by officers. This will make them compatible with Watch Gard in car video systems currently used in our patrol cars, allowing audio recordings for both the body camera and the car camera.

Video has proven to be an extremely useful tool in the public safety field. Video can capture valuable evidence during calls for service, traffic stops and other interactions with citizens. This helps to build successful prosecutions. Recordings help to hold officers accountable while at the same time protecting them from unwarranted complaints and law suits. The use of camera systems in our patrol cars has proven to be a useful tool while reviewing citizen complaints and use of force incidents. We expect this to be the same case with body worn cameras.

The use of the updated body worn cameras will be monitored by IT and Staff Services to track any efficiencies or cost savings for quarterly PMT reports. Each camera is logged during a check out procedure. All videos will be stored in the department's data storage referencing the category in which the video has been tagged (i.e. type of case, traffic stop, citizen contacts, evidence etc.) This will all be in compliance with our department's policy on body worn cameras.

### **RENO COUNTY SHERIFFS DEPARTMENT:**

Upon reception of grant funds, Reno County Sheriff's Office will begin to purchase equipment in accordance with the counties purchasing policies. The goal is to have all equipment purchased and in use within a twelve month period after receiving the funding.

With the \$8,321.00 from the FY 2016 Edward Byrne Memorial JAG Program the Reno County Ks Sheriff's Office will purchase the following items to enhance safety for the public and the officers.

d h

The Reno County Sheriff's Office has been using Body Worn Camera's for over 10 years. We currently are utilizing Taser Cams and have had great luck with them. Our concern has been that we have never had the funds to purchase our own system storage. We have been utilizing an older, used Nas Storage Unit of the Hutchinson Police Departments for the storage. Basically we are running on borrowed time. With this grant, we will purchase a WD Nas Storage Unit to house the storage from our body cams. (\$1,299)

Active shooter events are becoming more prevalent around the country. Moving the wounded from danger is critical. With this grant we will be purchasing (4) Chair style Megamovers and (5) Cot style Megamovers to extricate injured persons out of harms way. The items are very compact and can be utilized by 2 – 6 people to move the injured. (\$201.75 + \$11 shipping)

In the Reno County Correctional Facility we have 8 officers that make up what is labeled the STORM (Sheriff's Tactical Operations Response Team). These officers handle inmates that are needing to be moved, confrontational or during emergency events. These officers wear body cams and would like to have the collar mount for their camera's. With this grant we will be ordering 3 Ratchet Collar Flex Mounts. (\$102.81)

In the Reno County Correctional Facility we are utilizing the Taser X26's. This particular unit is now obsolete and cannot be repaired. With this grant we will purchase 2 new Taser X26P's, battery packs, holsters and cartridges, to be used by the STORM Team, so the old equipment can be phased out. (2 Tasers, 2 Battery Packs, 2 Holsters, 12 Cartridges - \$ 2,255.42)

We are short one radio in the Reno County Correctional Facility. We now have a new position who's job it is to go outside the Facility and do checks on work release inmates. This officer needs a radio which we will purchase on this grant. The radio will be a Motorola APX 6000 P25 Compatible Radio. (\$3,962.24)

Our Firearms Range Instructors need (7) pair of Electronic Earmuffs for the Range. These earmuffs allow for the instructors to hear normal conversation on the firing line but still give them the noise suppression to keep their hearing from being damaged. (\$388.92)

The Firearms Instructors are wanting to keep some emergency gunshot 1<sup>st</sup> aid equipment on site at the Range. They will purchase (2) Tourniquets (\$59.88) and (2) Medical Trauma Paks with QuikClot (\$39.88)

Efficiencies and any cost savings associated with the grant purchased equipment will be reported to the grantee for quarterly PMT reports.

There is no anticipated coordination with JAG or other justice related funds at this time.

Equipment from Grant: \$8,321.00

1 Nas Storage Unit to house the storage for our body cams. (\$1,299)	
2 #11002 Black handled Class III X26P Tasers	
2 #11010 XPPM Battery Packs for X26P Tasers	
2 #11501 Right handed Blackhawk holster's for X26P	
12 #44203 25' Hybrid Cartridges for X26P	(\$2,255.42)
3 #73088 Taser Ratchet collar versatile mounts for body cam.	(102.81)
4 Graham Medical Chair style Megamovers and (5) Graham Medical Cot style Megamovers	\$201.75 + \$11 shipping (\$212.75)
1 Motorola APX 6000 P25 Portable Radio w mic, trunking and set up	(\$3,962.24)
7 sets of Howard Leight Impact Sport Electronic Earmuff's @ \$54.99 ea w/ \$3.99 Shipping	(\$388.92)
2 North American Rescue Combat Application Tourniquets @ \$29.99 ea	(\$59.88)
2 Adventure Medical Kits Trauma Pak w QuikClot at \$19.99 ea	(\$39.98)
	Total \$8,321.00

CONTRACT NO. \_\_\_\_\_

**THE STATE OF KANSAS**

**KNOW ALL BY THESE PRESENT**

**COUNTY OF RENO**

**AGREEMENT  
BETWEEN THE CITY OF HUTCHINSON, KS AND COUNTY OF RENO, KS  
2016 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 16th day of June, 2016, by and between The COUNTY of RENO, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of HUTCHINSON, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of RENO County, State of KANSAS, witnesseth:

**WHEREAS**, this Agreement is made under the authority of K.S.A. 12-101, et. Seq. and 19-212: and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

**WHEREAS**, the CITY agrees to provide the COUNTY \$8,321.00 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2016 Local Solicitation: and

**WHEREAS**, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

**NOW THEREFORE, the COUNTY and CITY agree as follows:**

**Section 1.**

CITY agrees to pay COUNTY a total of \$8,321.00 of JAG funds.

**Section 2.**

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the KANSAS Tort Claims Act.

**Section 3.**

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the KANSAS Tort Claims Act.

**Section 4.**

Each Party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

**Section 5.**

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

**Section 6.**

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF HUTCHINSON, KANSAS

COUNTY OF RENO, KANSAS

  
CITY MANAGER  
COMMISSION

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY

ATTEST:

APPROVED AS TO FORM:

  
CITY CLERK

\_\_\_\_\_  
COUNTY COUNSELOR

APPROVED AS TO FORM

  
CITY ATTORNEY

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

## **PROGRAM NARRATIVE**

2016 JAG funds will be used by the Hutchinson Police Department and Reno County Sherriff's Office to purchase equipment that is needed to enhance law enforcement performance and officer's safety in providing public safety in our community.

### **HUTCHINSON PD:**

Upon reception of grant funds of \$18,521.00, Hutchinson PD will upgrade all body worn cameras worn by officers. This will make them compatible with Watch Gard in car video systems currently used in our patrol cars, allowing audio recordings for both the body camera and the car camera.

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The use of the updated body worn cameras will be monitored by IT and Staff Services to track any efficiencies or cost savings for quarterly PMT reports. Each camera is logged during a check out procedure. All videos will be stored in the department's data storage referencing the category in which the video has been tagged (i.e. type of case, traffic stop, citizen contacts, evidence etc.) This will all be in compliance with our department's policy on body worn cameras.

### **RENO COUNTY SHERIFFS DEPARTMENT:**

Upon reception of grant funds, Reno County Sheriff's Office will begin to purchase equipment in accordance with the counties purchasing policies. The goal is to have all equipment purchased and in use within a twelve month period after receiving the funding.

With the \$8,321.00 from the FY 2016 Edward Byrne Memorial JAG Program the Reno County Ks Sheriff's Office will purchase the following items to enhance safety for the public and the officers.

The Reno County Sheriff's Office has been using Body Worn Camera's for over 10 years. We currently are utilizing Taser Cams and have had great luck with them. Our concern has been that we have never had the funds to purchase our own system storage. We have been utilizing an older, used Sonic Wall of the Hutchinson Police Departments for the storage. Basically we are running on borrowed time. With this grant, we will purchase a Dell SonicWALL and 24/7 support to house the storage from our body cams. (\$1,816)

Active shooter events are becoming more prevalent around the country. Moving the wounded from danger is critical. With this grant we will be purchasing (4) Chair style Megamovers and (4) Cot style Megamovers to extricate injured persons out of harms way. The items are very compact and can be utilized by 2 – 6 people to move the injured. (176.40 + \$8.13 shipping)

In the Reno County Correctional Facility we have 8 officers that make up what is labeled the STORM (Sheriff's Tactical Operations Response Team). These officers handle inmates that are needing to be moved, confrontational or during emergency events. These officers wear body cams and would like to have the collar mount for their camera's. With this grant we will be ordering 3 Ratchet Collar Flex Mounts. (\$102.81)

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We are short one radio in the Reno County Correctional Facility. We now have a new position who's job it is to go outside the Facility and do checks on work release inmates. This officer needs a radio which we will purchase on this grant. The radio will be a Motorola APX 6000 P25 Compatible Radio. (\$3,962.24)

Efficiencies and any cost savings associated with the grant purchased equipment will be reported to the grantee for quarterly PMT reports.

There is no anticipated coordination with JAG or other justice related funds at this time.

Equipment from Grant: \$8,321.00

1 Dell SonicWALL and 24/7 support to house the storage from our body cams.	(\$1,816)
2 #11002 Black handled Class III X26P Tasers	
2 #11010 XPPM Battery Packs for X26P Tasers	
2 #11501 Right handed Blackhawk holster's for X26P	
12 #44203 25' Hybrid Cartridges for X26P	(\$2,255.42)
3 #73088 Taser Ratchet collar versatile mounts for body cam.	(102.81)
4 Graham Medical Chair style Megamovers and (4) Graham Medical Cot style Megamovers	(\$184.53)
1 Motorola APX 6000 P25 Portable Radio w mic, trunking and set up	(\$3,962.24)



## RENO COUNTY AGENDA REQUEST

Approval of the first half of SFY17 Kansas  
Department of Corrections Grant funds

**PROPOSED AGENDA ITEM:** (Graduated Sanctions & Prevention)

**PRESENTED BY:** Shelly Bredemeier

**RECOMMENDED ACTION:** Approve programs and budgets

**BACKGROUND/DISCUSSION DATE:** \_\_\_\_\_

**PROPOSED AGENDA DATE:** June 14, 2016

### FINANCIAL CONSIDERATIONS:

Cost: \_\_\_\_\_ Funding Source: Is it budgeted? \_\_\_\_\_

Fund/Dept.: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Revenue: \_\_\_\_\_

Grant Amount: \$327,467.51 Local Match: 0

**LEGAL CONSIDERATIONS:** If the Agenda Item concerns a Contract, Agreement, Policy, County Resolution, or other matter involving legal issues, has it been reviewed by the County Counselor for legal form/sufficiency/recommendation? \_\_\_\_\_

**Will this Agenda Item replace an existing policy, agreement, contract or resolution?  
If Yes, please explain:** \_\_\_\_\_

**OTHER:** \_\_\_\_\_

**OPTIONS/ALTERNATIVES:** If not approved, are there other options alternatives available? \_\_\_\_\_

**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 **Reno 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 Reno 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 **December 31, 2016**. 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: \_\_\_\_\_

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

Name: Johnnie Goddard, Interim Secretary

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

# AGREEMENT

## CONDITIONS OF GRANT

### Juvenile Justice Comprehensive Plan State Block Grant

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 **Reno 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, 2016. Acceptance of block grant funds indicates GRANTEE'S acknowledgement of, and intent to comply with, all the conditions outlined below.

#### I. GRANTEE AGREES TO:

- A. Utilize grants funds for the development, implementation, operation and improvement of juvenile community correctional services pursuant to K.S.A. 75-7038 through 75-7053 and amendments thereto, as submitted in the GRANTEE'S comprehensive plan and grant application.
- B. Perform intake and assessment functions as required pursuant to K.S.A. 75-7023 and amendments thereto, and in accordance with KDOC-JS's Juvenile Intake and Assessment Services Standards, <http://www.doc.ks.gov/juvenile-services/supervision-standards/jias>
- C. Perform juvenile intensive supervised probation functions as required pursuant to K.S.A. 75-7034 et seq. and in accordance with KDOC-JS's Community Agency Supervision Standards, <http://www.doc.ks.gov/juvenile-services/supervision-standards>
- D. Perform case management services for juvenile offenders placed in KDOC-JS custody and in accordance with KDOC-JS's Community Agency Supervision Standards, <http://www.doc.ks.gov/juvenile-services/supervision-standards>
- E. Assume the authority and responsibility for funds received through KDOC-JS in accordance with the provisions of the KDOC Financial Rules, Guidelines, and Reporting Instructions, <http://www.doc.ks.gov/publications/juvenile/financial-rules>
- F. Convene a juvenile corrections advisory board pursuant to K.S.A. 75-7044 and amendments thereto, and determine and establish an administrative structure for the effective administration and delivery of the comprehensive juvenile justice system.
- G. Provide administrative oversight to enhance the operational and evaluation procedures by assessing program efficiency and effectiveness of juvenile justice programs funded by state block grant funds.
- H. Notify KDOC-JS in writing, within ten (10) days of appointment, of administrative changes of the Chairperson for the Board of County Commissioners or Juvenile Corrections Advisory Board, the Administrative Contact, or the Director(s) of Juvenile Intake and Assessment, Community Case Management and Juvenile Intensive Supervised Probation programs operated under this grant.
- I. Adhere to all applicable Federal and State laws and regulations, the Interstate Compact for Juveniles, K.S.A. 38-1008 et seq., as well as KDOC-JS standards, policies and procedures. GRANTEE shall be responsible for any and all costs associated with non-compliance under this section.
- J. Expend KDOC-JS funds, including, but not limited to, prevention and/or graduated sanctions in accordance with GRANTEE's Juvenile Justice Comprehensive Plan State Block Grant. Obtain advance approval in writing by the Deputy Secretary of KDOC-JS for all out of state travel and training. All requests for approval of out of state travel and training will be submitted at least two weeks prior to scheduling or obligation of grant funds.

- K. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- L. Acknowledge that if, in the judgment of the Secretary of the Department of Corrections, sufficient funds are not appropriated to fully continue the terms of this agreement, KDOC-JS may reduce the amount of the grant award.
- M. Follow all applicable state and federal laws related to confidentiality of information in regard to juvenile offenders. This provision is not intended to hinder the sharing of information where necessary to effect delivery of services when undertaken in compliance with applicable laws.
- N. Neither assume nor accept any liability for the actions or failures to act, either professionally or otherwise, of KDOC-JS, its employees and/or its contractual agents.
- O. Not consider employees or agents of the GRANTEE as agents or employees of KDOC-JS. GRANTEE accepts full responsibility for payment of unemployment insurance, workers compensation and social security, as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this Grant.
- P. Not hold KDOC-JS and the State of Kansas, and their employees, officials or agents, liable for any damages or costs arising from the cancellation, voiding, denial or withholding of funds to GRANTEE.
- Q. Submit problems or issues regarding the terms of this grant in writing to the Deputy Secretary of Juvenile Services for final review and resolution.
- R. If any provision of this grant violates any statute or rule of law of the State of Kansas, it is considered modified to conform to that statute or rule of law.
- S. Provide each child under its responsibility for placement and care with the protections found in Section 471 of Title IV-E of the Social Security Act and Kansas' Title IV-E Plan and perform candidate for foster care determinations in accordance with Section 471(a)(15) of the Social Security Act. In connection with the performance of services under this Agreement, GRANTEE also agrees to comply with the provisions of the Civil Rights Act of 1964, as amended (78 Stat. 252), Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended, the Regulations of the U. S. Department of Health and Human Services issued pursuant to these Acts, the provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 and the Health Insurance Portability & Accountability Act of 1996; in that compliance shall include, but is not limited to, disclosing only that information that is authorized by law, authorized by the juvenile offender or his parent or legal guardian, setting a time limit on the authorization and disclosure, taking safeguards to prevent use or disclosure of the records, keeping an accounting of all requests for records and documenting its efforts to either protect or release relevant records; there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. GRANTEE agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the GRANTEE. GRANTEE further agrees to insert similar provisions in all sub-contracts for services allowed and authorized under this Agreement under any program or activity.
- T. Provide services to applicable juveniles residing or adjudicated in GRANTEE's Judicial District.
- U. Maintain books, records, documents, and other evidence in a manner that accurately reflects receipts and expenditures of all programs funded by this grant.
- V. Not use state funds allocated through this grant to supplant GRANTEE'S present Federal, State or local funding of services or programs.
- W. Maintain records and submit reports containing such information and at such times as required by KDOC-JS.
- X. Attend all applicable training sponsored by KDOC-JS.
- Y. Enter into agreements with member counties and/or private, public or not-for-profit entities for the delivery of graduated sanctions and prevention services in order to maximize the effective and efficient

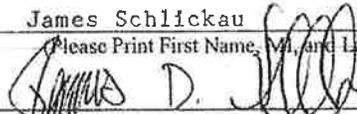
JUVENILE SERVICES GRANT CONDITIONS

use of state resources. All agreements between GRANTEE and member counties or subcontractors shall be in writing and shall require compliance with these award conditions. GRANTEE shall be responsible for ensuring member county and/or subcontractor compliance with these grant conditions, KDOC-JS Juvenile Intake and Assessment Standards, KDOC-JS Community Agency Supervision Standards, the KDOC Financial Rules, Guidelines, and Reporting Instructions, and state and federal law. If requested by KDOC-JS, the GRANTEE shall forward a copy of all such agreements to KDOC-JS indicating compliance with this condition.

**II. JUVENILE SERVICES AGREES TO:**

- A. Maintain standards, policies and procedures for Juvenile Intake and Assessment, Community Case Management and Juvenile Intensive Supervised Probation, and provide consultation and technical assistance to GRANTEE for the implementation of the comprehensive juvenile justice system.
- B. Provide oversight necessary to support the Juvenile Justice Reform Act.
- C. Maintain case management purchase of service funds for services in the Juvenile Services Provider Handbook, <http://www.doc.ks.gov/juvenile-services/provider-services/provider-handbook>
- D. Receive and process invoices for non-Medicaid provider services contained in the Handbook.
- E. Assume responsibility for payment of Medicaid services contained in the Case Management Payment System Handbook.
- F. Delegate authority to Grantee to sign consents necessary in the administration of programs for juvenile offenders in the custody of the Kansas Department of Corrections, Juvenile Services, to GRANTEE or its designees.
- G. Acknowledge this grant may be terminated by either party upon a minimum of ninety (90) days written notice to the other party. Upon termination, the unexpended balance of funding distributed to GRANTEE shall be returned to KDOC-JS within thirty (30) days.
- H. Conduct audits and reviews of GRANTEE to determine their level of compliance with Juvenile Intake and Assessment, Community Case Management, and Juvenile Intensive Supervised Probation standards and the Case Management Payment System Handbook, KDOC Financial Rules, Guidelines, and Reporting Instructions and all applicable laws, regulations, and policies. In the event of a finding of unsatisfactory compliance with its obligations under this Agreement, or a finding based upon other evidence of a serious violation and/or lack of compliance with Agreement, all applicable Federal and State laws and regulations, as well as KDOC-JS field standards, policies and procedures, KDOC-JS may withhold part or all of any grant due or to become due to GRANTEE as payment for services rendered hereunder.
- I. Neither assume nor accept any liability for the actions or failure to act, either professionally or otherwise, of GRANTEE, its employees and/or its contractual agents.

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

Name: James Schlickau  
(Please Print First Name, MI, and Last Name)  
Signature:  Date: 4-28-15

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

Name: Ray Roberts, Secretary  
Signature:  Date: 7-1-15

# FY17 KANSAS DEPARTMENT OF CORRECTIONS

## GRANT FUNDS

### *(First half)*

With the passing of SB 367 the Kansas Department of Corrections amended the grant process to help sustain current approaches and the transition to the new approaches included in the bill. Therefore, the first half of funding for FY17 will be a continuation of the districts FY16 Graduated Sanctions and Prevention block grant. Funds are to be used from July 1, 2016 through Dec. 31, 2016. The 27<sup>th</sup> Judicial District was allocated a total of \$306,510.50 for Graduated Sanctions and \$20,957.01 for Prevention which is half of our FY16 allocations.

Please note that this planning allocation for FY17 is based upon the Kansas Department of Corrections, Juvenile Services, budget request. The final allocation cannot be determined until the close of the 2016 legislative session. Adjustments to the planning amount may be necessary.

### **Graduated Sanctions**

#### **(First half of FY17 for Graduated Sanctions is \$306,510.50)**

Graduated Sanctions programs are funded through block grants to provide a continuum of structured community based program options. Juvenile offenders access these programs as result of a formal involvement with law enforcement and the juvenile court. Each Judicial District is required to provide the following programs:

#### **•Juvenile Intake and Assessment - \$128,189.90**

Juvenile Intake and Assessment operates on a twenty-four hour a day, seven-day week basis to assist law enforcement by allowing them to return to patrol while intake staff assess the youth's needs. This assessment helps determine what community based services may be appropriate for the youth and family as well as to determine if the youth can be returned home or if placement is appropriate pending a subsequent court hearing.

Community Supervision Agencies operate in all 31 Judicial Districts throughout Kansas providing Juvenile Intensive Supervision Probation or Case Management for youth and their families after the youth has been adjudicated a juvenile offender and sentenced to one of these programs by the District Court.

#### **•Juvenile Intensive Supervision Probation - \$87,173.15**

Juvenile Intensive Supervision Probation (JISP) serves youth sentenced by the court to a term of probation and provides: assess the youth's risk and needs, development of a supervision plan to address those needs, engaging the youth and family, assisting the youth and family to access community based services, monitoring the youth's adherence to court ordered probation conditions, and provides updates to the court concerning the youth's supervision

#### **•Case Management of juvenile offenders living in communities - \$91,147.45**

Case Management (CM) serves youth who are placed in the custody of Juvenile Services Commissioner by the District Court for out of home placement. These youth have similar risk/needs to the JISP population, while being from families found by the court to be currently incapable of addressing the issues preventing a disposition of probation. This program also serves youth directly committed by the court to a juvenile correctional facility. Services provided include: assess the risk/needs of the juvenile and the family circumstances, develop a supervision plan with the family to work towards reunification with the family as soon as it is appropriate, identify an appropriate out of home placement and coordinate with that program to address needs of the youth and family, and work with the family to address service needs of the family in the community to help the family be prepared to support the youth upon return home.

## **Prevention**

### **(First half of FY17 for Prevention programs is \$20,957.01)**

The prevention programs funded through block grant funds are expected to reflect research based effectiveness and demonstrate how the program will address the communities identified risk factors as well as community protective factors that will help reduce juvenile crime.

Communities are encouraged to create partnerships with other agencies that have a key interest in prevention focused services (schools, regional prevention centers, community mentoring programs) in order to maximize both funding and program capabilities.

#### **\*Communities That Care –School Base Mentoring - \$16,455.02**

Effective mentoring relationships will be established within schools to serve the children and youth of Reno County. CTC School Base Mentoring connects children, ages 5-18, with responsible, caring adult or high school volunteers in school. As positive role models, CTC volunteers enhance children's ability to succeed by providing academic coaching, social skills, career guidance, assistance with projects, or by sharing a special interest.

#### **Services/Impact:**

Read-with-Me volunteers serve eight Reno County elementary schools, three Buhler elementary schools, and one Nickerson elementary school in structured reading tutoring programs. Students' academic achievement will improve, their social skills will improve, and their attachment to school and community will be increased.

The CTC YouthCorps program at Buhler High School and Hutchinson High School provides over one hundred high school volunteers who serve as mentors to Buhler & Hutchinson Elementary School students each week. This highly successful mentoring project provides every Buhler Elementary School students and Hutchinson Elementary Students (over 350 children) with a mentor each week. Buhler High School and Hutchinson High School Youth Corps members walk down to the elementary school and spend an hour each week mentoring every young student in the school. YouthCorps students also benefit from the experience and can earn a varsity letter for their part in

mentoring through CTC School Base Mentoring. Both Buhler High School and Hutchinson High School now receive letters for their volunteerism.

CTC School Based Mentoring has many classroom matches in both Hutchinson School District and a few in Buhler and Nickerson School Districts. These matches serve and help all students in the classroom. We have about 1,400 students who are matched with over 150 volunteers in these school districts. Although the number of students represented is counted only once, many of the volunteers are in the schools on many occasions. Some mentors are in the classroom every day so the number of times a student receives services is much higher than the total amount of students.

Watch DOGS (Dads of Great Students) is a program that CTC also serves. This program places males in schools to serve at least one full day in the school per year. Currently, we are working with three schools to implement this in their schools. At this time over 956 students are being served by this program.

At the core of CTC services, there are many one-to-one mentoring matches. Volunteers meet a minimum of one hour a week to have lunch or breakfast with a student or just go for a visit to listen and provide a positive mentoring experience. This type of volunteer matching has been in place since January 2000 with over 2,000 volunteers serving over 8,900 students.

**\*Communities that Care- Strengthening Families - \$4,501.99**

Strengthening Families Program (SFP) is a tested and effective program that reduces alcohol and drug use among youth. It is a system that provides strategic consultation, training, and research based tools for Reno County to promote the positive development of children and youth to prevent adolescent problem behaviors – including alcohol and other drug use.

Reno County Communities That Care will offer SFP throughout Reno County to all families with youth ages 9-14 to address family management problems. The program offers a two hour session per week for seven weeks. The juveniles and parents are separated for the first hour and work on specific skills. After the first hour the family is joined, they then work together on what they both learned, through role play and discussion. These sessions are free to families and also include a meal and child care for the younger children in the family.

Strengthening Families took the initiative to expand their program to work with first time offenders offering classes as a Tertiary prevention program. They provide a Life Skills class to the juveniles that are offered Diversion through Division IV courts. In July, they will start providing Life Skills classes to juveniles that are residents of the YRCII of Reno County Youth Services. Botvin LifeSkills Training (LST) is also a tested and effective program that is designed to prevent young adolescents from initiating or continuing cigarette, alcohol, marijuana and/or other drug use. This program addresses social, psychological, cognitive and attitudinal factors that are associated with substance use.

**AGENDA  
ITEM #8**

I Clinton Troyer do here by request a fence viewing to be done by county commission on north and south fence between SW quarter of section 15 valley {N} and SE quarter of section 15valley {N} .between property of Clinton Troyer and Jeannine Rayl, trust etvir 155, to determine fault in fence destruction and repeated maintenance problems.

*Clinton Troyer 6/3/16*

**ROUTING**

<b>DIST. I</b>	<input checked="" type="checkbox"/>
<b>DIST. II</b>	<input checked="" type="checkbox"/>
<b>DIST. III</b>	<input checked="" type="checkbox"/>

**RECEIVED**  
JUN 0 6 2016  
RENO COUNTY  
BOARD OF COMMISSIONERS