



**Board of Riley County
Commissioners
Regular Meeting
Agenda
January 02, 2025**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Advisory Board appointment letters and Resolution
4. Sign Riley County Employee Action Form(s)

Review Minutes

5. Board of Riley County Commissioners - Regular Meeting - Dec 30, 2024 8:30 AM

Review Tentative Agenda

6. Tentative Agenda

Press Conference Topics

7. Discuss Press Conference

9:00 AM

Elizabeth Ward, Human Resources Director

8. Human Resources Monthly Update

9:15 AM

Michael Boller, Noxious Weed Director

9. Staff Update
10. KDOT Contract

9:30 AM

Anna Burson, Appraiser

11. Appraiser's Office January 2nd, Staff Report

9:45 AM

Evan McMillan, Assistant County Engineer

12. 2022 Sales Tax Program - Request for Qualifications

- 10:00 AM** **Amanda Webb, Planning/Special Projects Director**
13. Planning & Development - Staff Update
- 10:15 AM** **Bryant Parker, Counselor/Director of Administrative Services**
14. Administrative Work Session
- 10:30 AM** **Bryant Parker, Counselor/Director of Administrative Services**
15. Executive session to discuss confidential legal advice regarding potential litigation issues
- 11:00 AM** **Bryant Parker, Counselor/Director of Administrative Services**
16. 2025/2026 Indigent Defense Counsel Services Contracts
- Adjournment**

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.



**COUNTY CLERK &
ELECTIONS**
Boards

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Cindy Kabriel, Senior Administrative Assistant

MEETING: January 2, 2025

SUBJECT: Advisory Board appointment letters and Resolution

PRESENTER: Cindy Kabriel, Senior Administrative Assistant

POSSIBLE MOTION(S)

Move to approve the following appointments and “Resolution No. 010225- , A Resolution appointing Riley County representatives to Council/Advisory Boards.”

Michael Riley Comm Dist 2	Armed Forces Memorial Committee Board 4 year	January 1, 2025- December 31, 2028
Adena Weiser Comm Dist 1	Armed Forces Memorial Committee Board 4 year	January 1, 2025- December 31, 2028
Greg Burnett Comm Dist 2	Armed Forces Memorial Committee Board 4 year	January 1, 2025- December 31, 2028
Evelyn Jasper Comm Dist 2	Riley County Council on Aging 3 year	December 30, 2024- December 31, 2026
Philip Preston Comm Dist 3	Riley County Council on Aging 3 year	December 30, 2024- December 31, 2025
Orville “Wes” Maupin Comm Dist 2	Law Enforcement Agency Board 2 year	January 1, 2025- December 31, 2026
Diane Hoobler Comm Dist 1	Parks Board	No expiration

Enclosures:

- resol jan 2 25 small group (DOC)

RESOLUTION NO. 010225-**A RESOLUTION APPOINTING RILEY COUNTY REPRESENTATIVES
TO ADVISORY BOARDS**

WHEREAS, Riley County has positions available to be filled on various boards; and

WHEREAS, the following positions are open and the county residents listed below are eligible and have indicated a willingness to serve; and

WHEREAS, the Board of Commissioners of Riley County, Kansas, desire to appoint these county residents to the boards and for the terms as indicated below:

Michael Riley Comm Dist 2	Armed Forces Memorial Committee Board 4 year	January 1, 2025- December 31, 2028
Adena Weiser Comm Dist 1	Armed Forces Memorial Committee Board 4 year	January 1, 2025- December 31, 2028
Greg Burnett Comm Dist 2	Armed Forces Memorial Committee Board 4 year	January 1, 2025- December 31, 2028
Evelyn Jasper Comm Dist 2	Riley County Council on Aging 3 year	December 30, 2024- December 31, 2026
Philip Preston Comm Dist 3	Riley County Council on Aging 3 year	December 30, 2024- December 31, 2025
Orville "Wes" Maupin Comm Dist 2	Law Enforcement Agency Board 2 year	January 1, 2025- December 31, 2026
Diane Hoobler Comm Dist 1	Parks Board	No expiration

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Riley County, Kansas, that the above referenced county residents are hereby appointed to the various county boards for the designated period of time.

ADOPTED this 2nd day of January, 2025.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

CHAIR

MEMBER

MEMBER

ATTEST:

RICH VARGO, Riley County Clerk

Attachment: resol jan 2 25 small group (15311 : Advisory Board Appointments)



**COUNTY CLERK &
ELECTIONS**
Personnel

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: January 2, 2025

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2025-01 HD SDarnell EAF (DOCX)
- 2025-01 NW JBrenner EAF(DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Sara Darnell**Status Change Date:** 12/21/2024**Status Change:** Non-Exempt status change**Date of Hire:** 08/20/2008**Seniority:** 16Year(s), 4 Month(s)**Position:** MCH Home Visitor**Position Type:** Regular Full Time**Pay Range:** Range 11**Pay Type:** Hourly**Base Rate:** \$35.91**Annualized Pay:** \$74,692.80**Funds Codes:** 30-HD/423-HD Maternal Child Health**Supervisor:** Breva Spencer**Department Head:** Diane Creek

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2025-01 HD SDarnell EAF (15272 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Justin Brenner**Status Change Date:** 12/21/2024**Status Change:** Exempt status change**Date of Hire:** 07/17/2012**Seniority:** 12 Year(s), 5 Month(s)**Position:** Hazardous Waste coordinator**Position Type:** Regular Full Time**Pay Range:** Range 14**Pay Type:** Salary**Base Rate:** \$3,055.20**Annualized Pay:** \$79,435.20**Funds Codes:** 1-General/41-Noxious Weed**Supervisor:** Michael Boller**Department Head:** Michael Boller

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2025-01 NW JBrenner EAF (15272 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 06, 2025**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Dr. Martin Luther King, Jr. Community Celebration and Day of Service Proclamation

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Bryant Parker, Counselor/Director of Administrative Services

2. Administrative Work Session

9:20 AM

Jacob Hansen, Deputy County Counselor

3. Resolution authorizing tax foreclosure sale

9:30 AM

Press Conference

4. RCPD Update - Scott Hajek and Mark French (3-5 minutes)
5. Dr. Martin Luther King, Jr. Community Celebration and Day of Service Proclamation - John Ford, Kevin Bryant and Susanne Glymour (3-5 minutes)

9:45 AM

Brittany Phillips, Budget and Finance Officer

6. Request to Change Pharmaceutical Company for the jail

9:55 AM

Jan Scheideman, Child Care Supervisor

7. EDBG Grant Application for FY26

Attachment: 01-06-25 tentative agenda (15297 : Tentative Agenda)

10:00 AM Russel Stukey, Emergency Management Director

8. Staff update

10:15 AM John Ellermann, Public Works Director/County Engineer

9. Public Hearing for Enlargement of University Park Water Benefit District No. 3

10:30 AM Amanda Webb, Planning/Special Projects Director

10. Public Hearing for Enlargement of Valleywood Combined Sewer District

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.

Attachment: 01-06-25 tentative agenda (15297 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 09, 2025**

115 North 4th Street
Manhattan, KS 66502
www.rileycountyks.gov

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

[District 2 – Greg McKinley, Vice Chair](#)

[District 3 – Kathryn Focke, Member](#)

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Joint City/County/County Meeting at County Offices
2. Discuss Intergovernmental Luncheon
3. Approve payroll/accounts payables (when completed)

Review Minutes

4. Board of Riley County Commissioners - Regular Meeting - May 1, 2014 8:30 AM

Review Tentative Agenda

Press Conference Topics

9:00 AM

Bryant Parker, Counselor/Director of Administrative Services

5. Administrative Work Session

9:20 AM

Alvin Perez, Public Works Operations and Fleet Manager

6. Bid opening for tandem axle dump truck

9:30 AM

Shilo Heger, Treasurer

7. Staff update

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

8. Economic development update

10:00 AM

Diane Creek, Health Department Director

9. Staff update

Attachment: 01-09-25 tentative agenda (15297 : Tentative Agenda)

10:30 AM Jacob Clarke, Clinic Supervisor

10. Clinic update

10:45 AM Budget and Planning Committee - Brittany Phillips, Budget and Finance Officer

11. Cash flow reports
12. RHID

Adjournment

In order to comply with provisions of the Americans with Disabilities Act (ADA), Riley County will make reasonable efforts to accommodate the needs of persons with disabilities. Please contact the Division of Human Resources at (785) 537-6303 (voice and TTY) for assistance.

Attachment: 01-09-25 tentative agenda (15297 : Tentative Agenda)



COUNTY CLERK & ELECTIONS
Staff Update

Rich Vargo
County Clerk
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

MEMORANDUM

FROM: Elizabeth Ward, Human Resources Director

MEETING: January 2, 2025

SUBJECT: Human Resources Monthly Update

PRESENTER: Elizabeth Ward

Enclosures:

- HR Monthly Report - Nov - Dec 2024 (PPTX)



Human Resources

November – December 2024

Presented by Elizabeth Ward, HRD

Role of Human Resources

Riley County Human Resources

Talent Management	Training & Development	Compliance Matters	Compensation & Employee Benefits	Workplace Safety
				

We provide organizational structure, balance the needs of the employees and the needs of Riley County and effectively manage the employee lifecycle.

Recruitment and Retention

	Regular Employees	Seasonal/Stipend EE/Intern
Current headcount	285	367
Hires-Nov/Dec	5	4
Hires – current year	67	100
Separations – Nov/Dec	15	2
Separations - current year	66	51
Turnover Rate-annual	23.16%	
Average tenure	9.0 years	
Current openings	6	
-EMS, EM, Clerk, HD, Public Works		



HUMAN RESOURCES

Performance and Development-Current

Supervisor training -Highly Effective Managers program

NACo High Performance Leadership Academy

Flint Hills Leadership

Supervisor Mentoring in Health Department

Highly Effective Leaders

11 employees participating in 3 departments

Leading with Vision

Creating Pos Culture

Optimize Leadership Credibility

Being Self-Reflective

Maximizing Staff Commitment

Developing Staff to Excel

Effectively Handling Conflict/Feedback

Holding Staff Accountable

Exceeding Customer Needs

Exceptional Customer Service/Teamwork

Optimizing Dept Performance

Your Action Plan

NACo High Performance Leadership Academy



MAKING LEADERS BETTER

"This is a transformational leadership program that has proven to be the most scalable, cost effective and efficient way to make your leaders better"

– General Colin Powell



HUMAN RESOURCES

Flint Hills Leadership Program

A dynamic initiative among Fort Riley, K-State, Geary, Riley, Pottawatomie & Wabaunsee Counties, identifying and motivating leaders in the northern Flint Hills region.

The mission is to empower leaders from diverse backgrounds with 21st-century skills, fostering a vibrant future for the region



HUMAN RESOURCES

Year End and 2025 Kick off focus

- Year-end total compensation communication
- Performance evaluations
- 2025 pay rate assignments
- 2025 Benefits rates assignments and audit

- FMLA filing system overhaul
- Grant-funded personnel budget prep
- Continued mentoring of Health Department
- Health Department Organizational Effectiveness training
- Government ID training



NOXIOUS WEED/HHW
Staff Update

Michael Boller
Noxious Weed Director
6245 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-539-3202

STAFF REPORT

FROM: Michael Boller Director Noxious Weed Department

MEETING: January 2, 2025

SUBJECT: Staff Update

PRESENTER: Michael Boller Director Noxious Weed Department

Enclosures:

- 1-2-25 Staff Report (DOC)

Riley County Noxious Weed/HHW Department

Michael Boller, Director

January 2, 2025

Staff Report

Noxious Weed/Mowing:

- Crews finished up the third round of mowing on December 12th.
- Winter maintenance has started on roadside sprayers, rental sprayers, and tractors. This process will continue throughout the winter months.
- Crews had one snow removal callout in November and no call outs in December. Last year we had 2 December snow call outs.
- Chemical prices continue to remain stable; we were able to purchase several pallets of chemical for the upcoming spray season. Because of this purchase we will be able to lower our prices for cost share this next spring. It appears the market may trend higher in the spring so very pleased we are prepared if it does.
- I attended a meeting at the Kansas Department of Agriculture about the proposal of adding Amur Honeysuckle to the noxious weed list in Kansas. I spoke of the concern, significant cost and burden this could put on the different counties. My concern was supported and shared by Shawnee County and Sedgwick County. There will be additional meetings prior to this change.

Attachment: 1-2-25 Staff Report (15305 : Noxious Weed Staff Update)

HHW:

- Riley County HHW conducted a HHW collection at Howie's Recycling on Dec 14th, 2024. We had over 60 participants, which is a bit above average.
- The next HHW collection at Howie's Recycling is Saturday, January 11, 2025, from 8:00am to 12:00 noon. This event is for Riley Co residents only. No business waste will be accepted at this event and items will be limited to 25 per person.
- The Riley County HHW Facility has recycled latex paint to give away. We have one gallon and five-gallon containers available. Our office is open Monday – Friday from 7:30am to 4:00pm for assistance.
- Big Lakes Regional HHW Board of Directors met December 19, 2024 at the Riley County Public Works Building. A budget of \$115,000 was approved for 2025. This amount remains neutral from 2024 and Big Lakes has been under budget for the last 5 years despite transportation costs and processing of HHW material continuing to increase. Early numbers indicate Big Lakes Region HHW will remain one of the largest processors of HHW in the State of Kansas for 2024.
- I am working with graduate students at Kansas State University and signed a letter of support for a federal grant to research safer ways to store and process Lithium-Ion batteries. We are very grateful for their assistance and will be closely working with them if the grant is successful.

Other:

- Justin Brenner and I will be working and representing Riley Co at the Topeka Farm Show CWDAAK booth on January 9th.
- I have begun preparations for coordinating the CWDAAK Basic Weed School that is put on in cooperation with the Kansas Department of Ag. That event will again be hosted in Manhattan and attended by weed directors from across the State of Kansas. The event will take place February 18th-21st.
- Preparations have begun to conduct the yearly 8-hour refresher course required by KDHE for the counties of the Big Lakes Region. This is an event hosted by Riley Co and Assist Director Justin Brenner will help conduct that training. Training date not yet set but likely in April 2025.



NOXIOUS WEED/HHW
Contract

Michael Boller
Noxious Weed Director
6245 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-539-3202

COMMISSION AGENDA REPORT

FROM: Michael Boller Riley County Noxious Weed Director

MEETING: January 2, 2025

SUBJECT: KDOT Contract

PRESENTER: Michael Boller Riley County Noxious Weed Director

BACKGROUND

Annual Contract between KDOT and Riley County for the county to treat state roads and right of ways for the treatment of noxious weeds.

FISCAL IMPACT

KDOT reimburses Riley Co for the contract price to treat noxious weeds on KDOT property.

RECOMMENDATION(S)

Recommend approval of 2025 KDOT contract

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Move to table

No action required.

Enclosures:

- KDOT25-2 (PDF)

KANSAS DEPARTMENT OF TRANSPORTATION BUREAU OF MAINTENANCE

COUNTY AGREEMENT TO TREAT NOXIOUS WEEDS

This agreement made and entered into this 2 day of January, 2025, by and between the Board of County Commissioners of Riley Co County, hereinafter referred to as County, and the Kansas Secretary of Transportation, hereinafter referred to as Secretary. The Kansas Department of Transportation hereinafter is referred to as KDOT.

WHEREAS, The Kansas Legislature has declared certain weeds to be Noxious Weeds (see Kansas Noxious Weed Law), and

WHEREAS, The County desires to treat noxious weed infested areas on State Highway Rights-of-Way within said County and the KDOT desires to retain the County to spray and treat such areas, and

WHEREAS, The Secretary and County agree to enter into a performance agreement, where in the County shall treat all noxious weeds on State Highway rights-of-way in the County. A condition of the fulfillment of the agreement requires that treatment by the County will provide a satisfactory control of the noxious weeds. Satisfactory performance is defined as preventing the production of viable seed and/or destroying the plant's ability to reproduce by vegetative means.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. The county will notify the KDOT District Engineer or the authorized representative, prior to each treatment on highway right-of-way, of the scheduled time and location of such treatment.
2. The County spraying operation may include a dye in the chemical mixture to allow easy identification of areas treated.
3. A representative of the KDOT shall make periodic field inspections to check treated areas. A field log and record will be maintained by the KDOT indicating dates treated and inspected, location and size of areas, type of noxious weeds, apparent affect of treatment and other pertinent comments. Approval by the KDOT representative shall be required before the County will be paid for treatment.
4. Schedule of Cost: The County shall provide all chemicals (includes herbicides, surfactants and drift control materials as required), dye, labor and equipment to treat noxious weeds. Chemicals and dye are to be provided at the County's cost. Labor and equipment costs are as follows:

LABOR COST	COST	*EQUIPMENT RENTAL TYPE AND SIZE
<u>48.96</u> /hr. operator	<u>55</u> /hr.	<u>Ford F550 4x4</u>
_____ /hr. operator	_____ /hr.	<u>Spray Truck</u>
_____	_____	_____

*Spraying equipment will have cab mounted flashing (or rotating) safety lights

5. Billing and Payment: The County shall submit to the KDOT District Engineer an itemized bill for wholesale cost of chemicals and dye furnished, plus actual cost of treating noxious weeds based on equipment rental and labor costs for areas of satisfactory performance. Upon receipt of proper billing and final approval, payment for treating noxious weeds will be made to the County by the KDOT.
6. Record of Work: The County representative doing the work shall:
 - Record size, location and type of noxious weed areas treated.
 - Record amount and kind of chemicals applied on each area.
 - Record dates chemicals were applied.
 - Maintain Report of Noxious Weed Treatment DOT FORM NO. 322-A, which shall be submitted to the KDOT within 1 to 2 weeks after treatment.
 - Maintain records until all claims are paid, but in no case less than the three year statutory time.
 - Make all records available for KDOT audit, when so requested by KDOT.

7. Chemicals, approved for use on highway right-of-way are listed below.

<u>CHEMICAL</u>	<u>TRADE NAME</u>	<u>RATE OF APPLICATION (metric)</u>
2, 4-D (amine or ester) (a)	numerous	1 to 2 lb. Equiv./acre (1.1 to 2.2 kg/ha)
Glyphosate (b)	numerous	1 1/2 lb. Equiv./acre (1.7 kg/ha)
MSMA	numerous	3 to 5 lb. Equiv./acre (3.8 to 5.6 kg/ha)
Sulfometuron (c)	Oust	3 to 6 ounces/acre (.21 to .42 kg/ha)
Picloram	Tordon	rate depends upon weed species
Chlorsulfuron	Telar	1/2 to 1 oz./acre (0.035 to 0.070 kg/ha)
Imazapyr	Arsenal/Habitat	1/4 lb. Active/acre (0.28 kg/ha)
Metsulfuron Methyl	Escort	rate depends upon weed species
Triclopyr (d)	Garlon	1/4 to 1/2 lb./acre (0.28 to 0.56 kg/ha)
Fluizafop P butyl + Fenoxiprop	Fusion	7 to 9 fl. oz. per acre (83.8 to 107.75 ml/ha)
Imazapic (e)	Plateau	rate depends upon weed species
Quinclorac (f)	Paramount/Drive	rate depends upon weed species and desirable grass species
Sulfosulfuron (g)	Outrider	rate depends upon desirable grass species
Aminopyralid (h)	Milestone	rate depends upon weed species
	Vista XRT	
Fluroxypyr		follow the product label recommendations

- (a) May be used alone or in combination with other herbicides
 (b) (Round-up)
 (c) Spot treatment only
 (d) Sericea lespedeza
 (e) Do not use where cool season grasses are the desired species
 (f) Fall bindweed control
 (g) Do not use for more than 3 consecutive seasons
 (h) Musk, bull and Canada thistle

There may be other trade names for the herbicides listed.

8. Chemicals shall be mixed and applied as recommended by the manufacturer and in accordance with approved methods contained in the "Official Regulations" issued by the Kansas Department of Agriculture.
9. The County agrees to provide this service in a workmanlike manner, to be in strict conformance with the instructions for handling and applying noxious weed chemicals and to be responsible for any negligent acts or omissions that may occur in the performance thereof.
10. The County's spraying equipment shall be equipped with cab mounted amber high-intensity rotating, flashing, oscillating, or strobe light. Safety lights shall be visible from all directions and not obstructed from view by tanks and equipment mounted to or towed behind the spraying equipment. If a safety concern has been raised, and at the direction of KDOT personnel, the County will be responsible for supplying and placing of traffic control signs for a mobile operation per Chapter I of the KDOT Highway Sign Manual. All workers shall wear approved safety vests according to 23 CFR 634, "Worker Visibility".
11. This agreement shall terminate December 31st of this year, except records shall be maintained in accordance with Section Six above. Termination may be sooner by a ten day written notice from either party to the other. It is agreed further that this contract can be renewed for three consecutive years at the option of the Secretary upon a 30-day written notice to the contractor prior to December 31st of the current year. The contractor and the Secretary agree that all terms of the renewal will remain the same unless either party determines that the price of the chemicals should be re-negotiated.

This agreement is officially adopted by the Board of County Commissioners and recorded in the official records of the proceedings of said Board.

In witness whereof the parties have caused this Agreement to be executed by their duly authorized officers or representatives.

SECRETARY OF TRANSPORTATION

THE BOARD OF COUNTY COMMISSIONERS

BY

District Engineer

BY

Title:



**COUNTY APPRAISER'S
OFFICE**
Staff Update

Anna Burson
County Appraiser
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6310

STAFF REPORT

FROM: Appraiser's Office

MEETING: January 2, 2025

SUBJECT: Appraiser's Office January 2nd, Staff Report

PRESENTER: Anna Burson

Enclosures:

- 1-2-25 Appraiser's Office Staff Update (DOCX)
- 1-2-25 Bota Update (PDF)

Appraiser's Office Staff Report

BOCC January 2nd, 2025

Personal Property

- Personal Property renditions were mailed on December 30. Please note that this marks the final year Riley County will mail renditions to property owners due to legislative changes taking effect in 2025.
- The process of setting Personal Property values has commenced.

Agricultural Use

- The annual reinspection of agricultural use properties has been completed. Updates to boundary maps returned by property owners have been made, with a few remaining changes to be processed over the next few weeks.

Residential

- The 2024 calendar year concluded with approximately 1,157 property sales, including 1,001 residential home sales. The median sale price was \$250,000, with an average sale price of \$275,803. The current sales ratio remains steady at 93%.
- Staff is actively reviewing building permits and plans to finalize outstanding permits within the first two to three weeks of 2025. The annual review phase for 2024 has been completed.
- Residential market modeling for 2025 has been finalized and submitted to PVD by the January 1 deadline. The team will begin setting values in the coming weeks.
- As noted in the December update, 2024 sales data indicates a 5% increase in median sale prices from 2023 to 2024. The overall increase in valuation for 2025 will not be determined until values are set in the coming month.

Commercial

- The commercial team is reviewing commercial building permits and assisting with the residential permit reviews.
- We are wrapping up income analysis and final review underway. Updates are provided on the next slide regarding pending Commercial BOTA cases. No new developments have occurred, aside from scheduling changes.

Other Business

- Completing personal property updates, (PUPs) and abatements.
- Finalizing year-end compliance requirements and preparing to set 2025 values.
- Enrolling staff in the 2025 PVD training courses to ensure continued professional development and compliance.
- Exemption Applications.

BOTA - OPEN

1/2/2025

DOCKET	PARCEL NUMBER	QR#	YEAR	PROPERTY OWNER	BUSINESS NAME/SITE	COUNTY VALUE	FINAL	TAXPAYER VALUE	SCHEDULED
2024-2422-EQ	081-177-25-0-10-01-004.00-0	R5674	2024	RIVERCHASE LLC	RIVERCHASE LLC	\$5,310,090		\$4,183,683	PENDING
2024-2423-EQ	081-177-25-0-10-01-007.00-0	R5678	2024	RIVERCHASE LLC	RIVERCHASE LLC	\$20,710		\$16,317	PENDING
2024-2424-EQ	081-189-31-0-00-00-007.00-0	R6092	2024	COLONIAL GARDENS LLC (3050 TCB)	COLONIAL GARDENS MHP OFFICE	\$396,700		\$332,339	PENDING-PER CAROLINE'S EMAIL NOTIFICATION 06/05/2024
2024-2425-EQ	081-189-31-0-00-00-010.00-0	R6096	2024	COLONIAL GARDENS LLC (3000 TCB)	COLONIAL GARDENS	\$9,317,830		\$7,791,037	PENDING-PER CAROLINE'S EMAIL NOTIFICATION 06/05/2024
2024-2426-EQ	081-189-31-0-00-00-017.01-0	R6104	2024	COLONIAL GARDENS LLC (0000 E MARLATT)	COLONIAL GARDENS - VACANT	\$1,870		\$1,564	PENDING-PER CAROLINE'S EMAIL NOTIFICATION 06/05/2024
2024-1200-EQ	081-189-31-0-00-00-073.00-0	R6161	2024	THE LINKS AT MANHATTAN	THE LINKS AT MANHATTAN	\$52,657,400		\$42,000,000	THURSDAY, MARCH 13, 2025 @ 1:30 PM FOR 1/2 DAY IN TOPEKA
2024-2427-EQ	081-203-06-2-70-18-001.00-0	R7912	2024	BLUE VALLEY MHC LLC	BLUE VALLEY MHC LLC	\$4,433,750		\$3,800,000	PENDING-PER CAROLINE'S EMAIL NOTIFICATION 06/05/2024
2024-5727-EQ	081-203-07-2-80-01-001.02-0	R9273	2023	BJS INC	IHOP RESTAURANT	\$1,974,000		\$1,275,570	PENDING-PER CAROLINE'S EMAIL NOTIFICATION 08/07/2024
2020-1714-EQ	081-204-18-2-10-18-001.00-0	R9845	2020	MHTTN MARKETPLACE	A&W / NOODLES/ETC.	\$2,100,000		\$1,365,000	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2021-5574-EQ	081-204-18-2-10-18-001.00-0	R9845	2021	MHTTN MARKETPLACE	A&W / NOODLES/ETC.	\$1,770,000		\$1,150,500	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2022-1386-EQ	081-204-18-2-10-18-001.00-0	R9845	2022	MHTTN MARKETPLACE	A&W / NOODLES/ETC.	\$1,670,000		1463240	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2023-1154-EQ	081-204-18-2-10-18-001.00-0	R9845	2023	MHTTN MARKETPLACE	A&W / NOODLES/ETC.	\$1,570,000		\$1,402,794	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2024-2774-EQ	081-204-18-2-10-18-001.00-0	R9845	2024	MHTTN MARKETPLACE	A&W / NOODLES/ETC.	\$1,610,000		?	REINSTATED - PENDING
2024-1215-EQ	081-204-18-2-10-18-001.01-0	R9846	2024	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$140,940			THURSDAY, MARCH 13, 2025 @ 9:00 PM FOR 1/2 DAY IN TOPEKA
2024-1213-EQ	081-204-18-2-10-18-002.00-0	R9847	2024	WG-7060 KS, LLC	WALGREENS (BLUEMONT)	\$2,543,950			THURSDAY, MARCH 13, 2025 @ 9:00 PM FOR 1/2 DAY IN TOPEKA
2024-1214-EQ	081-204-18-2-10-18-011.00-0	R9848	2024	WG-7060 KS, LLC	WALGREENS (BLUEMONT) PARKING LOT	\$126,810			THURSDAY, MARCH 13, 2025 @ 9:00 PM FOR 1/2 DAY IN TOPEKA
2024-1202-EQ	081-204-18-2-10-20-004.01-0	R9854	2024	MANHATTAN MARKETPLACE SC LLC	BEST BUY	\$2,460,000			TUESDAY, FEBRUARY 11, 2025 @ 9:00 AM FOR 1 HOUR IN TOPEKA
2021-285-PR	081-204-18-2-10-20-004.02-0	R9855	2020	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,375,000		\$1,114,370	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2021-5575-EQ	081-204-18-2-10-20-004.02-0	R9855	2021	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,160,000		\$1,114,370	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2022-1387-EQ	081-204-18-2-10-20-004.02-0	R9855	2022	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,090,000		?	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2023-1155-EQ	081-204-18-2-10-20-004.02-0	R9855	2023	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,029,000		\$984,227	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2024-2777-EQ	081-204-18-2-10-20-004.02-0	R9855	2024	MANHATTAN MARKETPLACE SC LLC	MCALISTER'S	\$1,070,000		?	REINSTATED - PENDING
2020-1713-EQ	081-204-18-2-10-20-005.00-0	R9857	2020	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$4,585,000		?	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2021-2046-EQ	081-204-18-2-10-20-005.00-0	R9857	2021	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$4,125,000		\$3,415,016	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2022-1385-EQ	081-204-18-2-10-20-005.00-0	R9857	2022	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$4,015,000		\$3,415,016	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2023-1153-EQ	081-204-18-2-10-20-005.00-0	R9857	2023	MANHATTAN MARKETPLACE SC LLC	BED BATH & BEYOND & OTHER RETAILERS	\$3,785,000		\$3,278,465	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2024-2776-EQ	081-204-18-2-10-20-005.00-0	R9857	2024	MANHATTAN MARKETPLACE SC LLC	BURLINGTON / CRUMBL	\$3,890,000		?	REINSTATED - PENDING
2020-1715-EQ	081-204-18-2-10-20-013.00-0	R302812	2020	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$745,000		\$484,250	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2021-5576-EQ	081-204-18-2-10-20-013.00-0	R302812	2021	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$630,000		\$478,968	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2022-1388-EQ	081-204-18-2-10-20-013.00-0	R302812	2022	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$380,000		\$190,000	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2023-1156-EQ	081-204-18-2-10-20-013.00-0	R302812	2023	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$255,000		?	WEDNESDAY, JUNE 18, 2025,@ 9:00 A.M. IN TOPEKA FOR ONE DAY
2024-2775-EQ	081-204-18-2-10-20-013.00-0	R302812	2024	MANHATTAN MARKETPLACE SC LLC	VACANT - WAS PAUL MITCHELL SALON	\$580,000		?	REINSTATED - PENDING
2024-2781-EQ	081-211-11-0-40-13-003.00-0	R15610	2024	CENTRO BRADLEY SPE 3 LLC	WESTLOOP SHOPPING CENTER	\$24,216,200		?	PENDING
2020-915-EQ	081-211-12-0-30-11-004.01.0	R16204	2020	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,715,200		?	THURSDAY, JULY 10, 2025 @ 9:00 AM IN TOPEKA FOR ONE DAY
2021-1439-EQ	081-211-12-0-30-11-004.01-0	R16204	2021	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400		prior year value	THURSDAY, JULY 10, 2025 @ 9:00 AM IN TOPEKA FOR ONE DAY
2022-2155-EQ	081-211-12-0-30-11-004.01-0	R16204	2022	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400		?	THURSDAY, JULY 10, 2025 @ 9:00 AM IN TOPEKA FOR ONE DAY
2023-2296-EQ	081-211-12-0-30-11-004.01-0	R16204	2023	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,812,400			THURSDAY, JULY 10, 2025 @ 9:00 AM IN TOPEKA FOR ONE DAY
2024-1201-EQ	081-211-12-0-30-11-004.01-0	R16204	2024	GLASS INVESTMENTS LLC	WALGREENS (ANDERSON AVE)	\$2,879,000			THURSDAY, JULY 10, 2025 @ 9:00 AM IN TOPEKA FOR ONE DAY
2024-1501-PR	081-216-13-0-40-06-003.00-0	R19702	2023	DEBRUYN, R L & T H; TRUST	(RESIDENTIAL)	\$808,900		\$750,000	CONTINUANCE PENDING
2024-2365-EQ	081-216-14-0-10-03-006.02-0	R19739	2024	ICON INVESTMENTS LLC	AUTO MUSEUM PARKING LOT	\$1,297,170			CONTINUANCE PENDING
2023-2393-EQ	081-216-23-0-10-08-001.00-0	R20575	2023	GENESIS HEALTH CLUBS OF MHTTN LLC	GENESIS HEALTH CLUBS OF MHTTN LLC	\$8,152,300		\$4,076,150	WEDNESDAY, MARCH 5, 2025 @ 1:30PM FOR TWO HOURS IN TOPEKA
2024-2368-EQ	081-216-23-0-10-08-001.00-0	R20575	2024	GENESIS HEALTH CLUBS OF MHTTN LLC	GENESIS HEALTH CLUBS OF MHTTN LLC	\$8,441,700			PENDING
2018-2047-EQ	081-216-24-0-20-01-002.00-0	R21281	2018	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$6,435,400	\$4,070,000	\$4,200,000	Oral Arguments Heard in Topeka waiting for Decision
2024-2358-EQ	081-216-24-0-20-01-002.00-0	R21281	2024	HD DEVELOPMENT OF MARYLAND	HOME DEPOT	\$7,000,000		\$4,200,000	PENDING
2020-914-EQ	081-216-24-0-20-02-001.00-0	R21288	2020	TARGET CORPORATION	TARGET	\$9,850,000		?	THURSDAY & FRIDAY MAY 29 & 30 2025@ 9:00 AM IN TOPEKA FOR 2 DAYS
2021-1440-EQ	081-216-24-0-20-02-001.00-0	R21288	2021	TARGET CORPORATION	TARGET	\$9,700,000		prior year value	THURSDAY & FRIDAY MAY 29 & 30 2025@ 9:00 AM IN TOPEKA FOR 2 DAYS
2022-2157-EQ	081-216-24-0-20-02-001.00-0	R21288	2022	TARGET CORPORATION	TARGET	\$9,700,000		?	THURSDAY & FRIDAY MAY 29 & 30 2025@ 9:00 AM IN TOPEKA FOR 2 DAYS
2023-2295-EQ	081-216-24-0-20-02-001.00-0	R21288	2023	TARGET CORPORATION	TARGET	\$9,700,000		?	THURSDAY & FRIDAY MAY 29 & 30 2025@ 9:00 AM IN TOPEKA FOR 2 DAYS
2024-1203-EQ	081-216-24-0-20-02-0001.00-0	R21288	2024	TARGET CORPORATION	TARGET	\$9,700,000		?	THURSDAY & FRIDAY MAY 29 & 30 2025@ 9:00 AM IN TOPEKA FOR 2 DAYS

Total County Value in Question

\$235,851,120

Attachment: 1-2-25 Bota Update (15312 : Appraiser's Office Staff Report)



PUBLIC WORKS
Project

John Ellermann
Public Works Director/County
Engineer
6215 Tuttle Creek Blvd
Manhattan, KS 66503
Phone: 785-537-6330

COMMISSION AGENDA REPORT

FROM: Andrea Rose, Administrative Assistant II.

MEETING: January 2, 2025

SUBJECT: 2022 Sales Tax Program - Request for Qualifications

PRESENTER: Evan McMillan, Assistant Director Public Works

BACKGROUND

In 2022, Riley County began a new sales tax initiative for Road and Bridge projects in Riley County. Public Works is working on finishing up the two remaining projects listed under the old 2012 sales tax program, and are ready to move forward with the design of 9 new structures to be funded through the current 2022 Sales Tax Program.

DISCUSSION

This RFQ will be used to secure engineering services for the design of nine (9) structures, shown in the attached documents. Projects included in this RFQ were selected by the Road and Bridge Advisory Committee, and accordingly deemed to be most in need of attention. It is staff's desire to have these structures completed and ready for construction by the end of 2025.

FISCAL IMPACT

Costs for design of the selected structures will be paid for using remaining funds from the 2012 sales tax, and through the new 2022 Sales Tax Program if needed. Several of the structures also qualify for additional funding for construction through the KLBIP and Off-System bridge programs. Applications for this competitive grant program will be made upon completion of the design.

RECOMMENDATION(S)

Public Works Staff recommends opening the RFQ for the 2022 Sales tax program's first round projects.

POSSIBLE MOTION(S)

Move to approve opening the RFQ for the 2022 Sales Tax Program.

Move to deny opening the RFQ for the 2022 Sales Tax Program.

Move to modify

Move to table

Enclosures:

- Binder1 (PDF)
- Request for Qualifications_Riley County 2022 Sales Tax (DOCX)



LIST OF PROPOSED STRUCTURES (2022)

Proposed Bridges:

Crooked Creek Road G.0-12.6

Green-Randolph G.3-9.0

Kansas Ave G.4-18.5

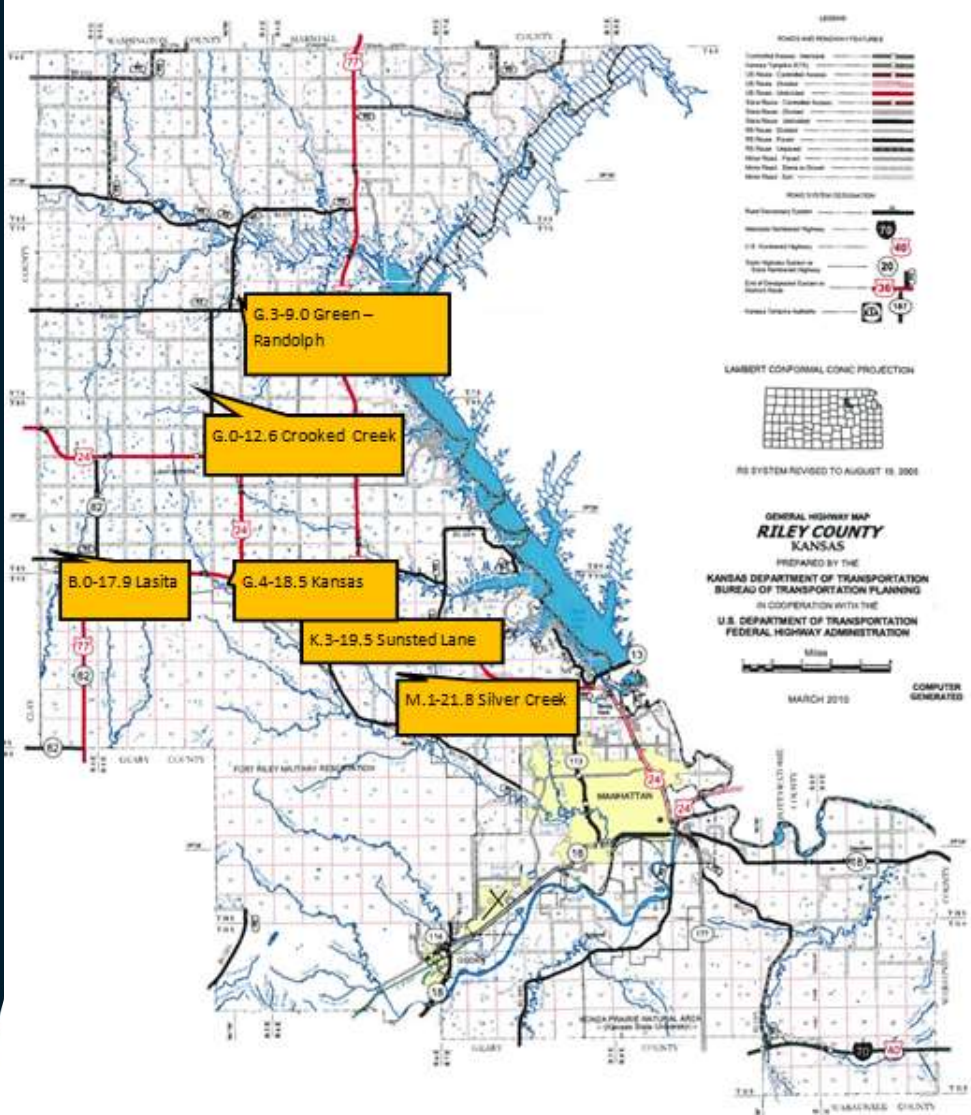
Lasita B.0-17.9

Silver Creek M.1-21.8

Sunstead Ln K.3-19.1

The logo for Riley County Bridges features the words "RILEY", "COUNTY", and "BRIDGES" stacked vertically in a large, white, sans-serif font. The text is set against a dark blue background. A thin, light-colored line, possibly representing a bridge or a stylized 'R', is visible in the upper left corner of the logo area.

RILEY
COUNTY
BRIDGES



Attachment: Binder1 (15230 : Request for Qualifications -)



CROOKED CREEK RD G.0-12.6

GREEN RANDOLPH ROAD G.3-9.0



Attachment: Binder1 (15230 : Request for Qualifications -)

KANSAS AVE G.4-18.5



Attachment: Binder1 (15230 : Request for Qualifications -)



LASITA RD B.0-17.9



Attachment: Binder1 (15230 : Request for Qualifications -)

SILVER CREEK M.1-21.8



Attachment: Binder1 (15230 : Request for Qualifications -)

SUNSTEAD LANE –K.3-19.5



Attachment: Binder1 (15230 : Request for Qualifications -)



LIST OF PROPOSED STRUCTURES (2022)

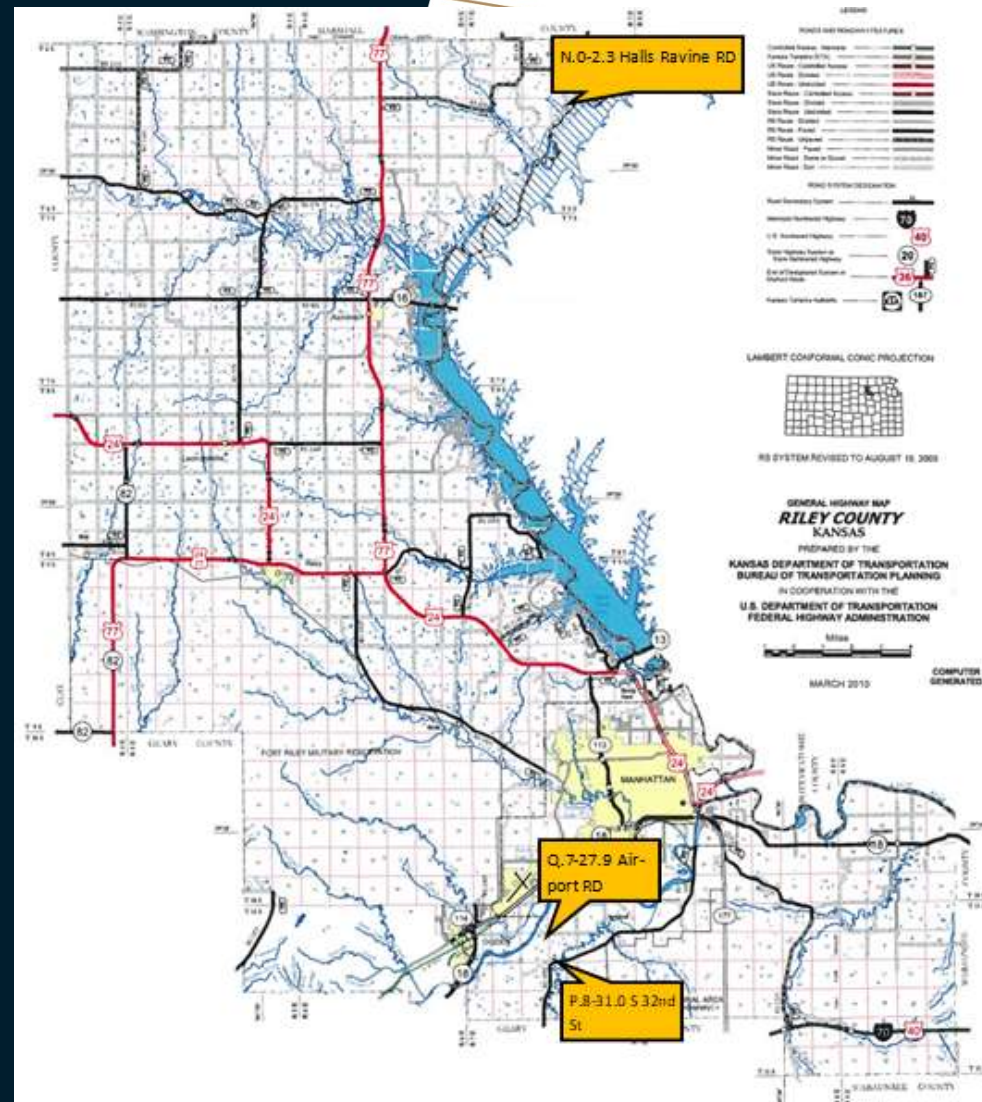
Proposed Culverts:

Airport Rd (Q.7-27.9)

Halls ravine Rd (N.0-2.3)

S 32nd St (P.8-31.0)

Riley County Culvert Map



Attachment: Binder1 (15230 : Request for Qualifications -)

AIRPORT ROAD Q.7-27.9



Narrow driving surface, loss of mortar in limestone abutments, deck has no handrails, three ditches enter structure – one close to roadway (needs dirt work), wood deck

Attachment: Binder1 (15230 : Request for Qualifications -)

HALLS RAVINE RD N.0-2.3



Small, water overflows during heavy rain, catches debris, scouring below the abutment bank erosion, narrowed waterway opening due to previous abutment repairs too narrow for farm equipment



Attachment: Binder1 (15230 : Request for Qualifications -)

S. 32ND ST P.8-31.0



Replaced deck six years ago, structure and roadway out of alignment, channel runs parallel to the roadway, stone loose in the wing walls, narrow deck, debris catcher.



Attachment: Binder1 (15230 : Request for Qualifications -)

**REQUEST FOR QUALIFICATIONS
BRIDGE & BOX CULVERT
REPLACEMENT PROJECT 2022 SALES TAX PROGRAM
RILEY COUNTY, KANSAS
January 2025**

I. INTRODUCTION:

The Board of County Commissioners recently approved a sales tax initiative to provide funding for Road and Bridge improvements in Riley County. Six (6) bridges were selected for replacement/rehabilitation.

Projects included in this RFQ will be at the following locations:

Bridges:

B.0 – 17.9	Lasita Road
M.1 – 21.8	Silver Creek
K.3 – 19.5	Sunstead Lane
G.3 – 9.0	Green Randolph Road
G.0 – 12.6	Crooked Creek Road
G.4 – 18.5	Kansas Avenue

Culverts:

N.0 – 2.3	Halls Ravine Road
Q.7 – 27.9	Airport Road
P.8 – 31.0	South 32 nd Street

II. PURPOSE:

The Riley County Board of Commission is seeking requests for qualifications from well qualified consulting firms who possess knowledge, skills, and expertise in the design, analysis, and construction of bridge and culvert structures.

The successful consulting firms will be responsible for designing the structures and approaches in an economical manner, providing adequate waterway opening and enhanced safety for the driving public. The work included in this RFQ shall include additional tasks mentioned in the scope of services, provided here within.

Any individual(s) or firm(s) proposing to provide design services for the structures must be appropriately licensed/registered in the State of Kansas at the time of submittal of the qualifications.

III. **GENERAL PROJECT INFORMATION:**

It is Riley County's intention to be ready for construction on as many of these structures as possible by December of 2025.

IV. **SCOPE OF SERVICES:**

To prepare detailed design plans, construction drawings, specifications and bidding documents in conformity with the state and federal design criteria appropriate for the project. The scope shall include, but will not necessarily be limited to, the following:

Preliminary Design:

- Meet with Riley County representatives to become familiar with the project and establish design criteria for the project.
- Contact adjacent landowners for approval to enter onto their property to perform the necessary field surveys.
- Make the necessary field surveys to design the proposed work.
- Perform the necessary geological investigations.
- Provide traffic control signing on or along any road, street or highway where the Consultant has crews working. The size, shape, color and placement of all signs shall comply with the current version of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways as adopted by the Secretary of Transportation.
- Prepare and furnish two sets of preliminary design plans for field check to the County. These preliminary design plans shall, at a minimum, contain the plan sheets and information thereon as required in the KDOT Design Manual and such other plan sheets as the Consultant deems necessary.
- Plans shall follow a half plan format.
- Prepare a cost estimate based on preliminary design quantities.
- Provide staking of the proposed right-of-way boundary lines for use during the field check.
- Field check the project with representatives of the County.
- Following the field check, the consultant shall coordinate and attend a meeting with representatives from all affected utility companies.

Final Design:

- Complete the design plans incorporating any changes which may have been agreed to during the field check. Plans shall include a construction traffic control plan, erosion control plan, seeding plan and estimates of quantities, special provisions, supplemental specifications and an updated estimate of cost.

- Submit two complete sets of design plans to the County for an office check review along with copies of special provisions, supplemental specifications, and an updated cost estimate.
- Revise plans as necessary due to office check review recommendations, errors, omissions, or negligence of the Consultant.
- Prepare final design plan drawings and an updated cost estimate based on final design plan quantities.
- Submit two sets of the final design plans and copies of the updated construction cost estimate, special provisions, and supplemental specifications to the County. Submit one electronic copy of the final design plans and final cost estimate to the County.
- Prepare a right-of-way or easement strip map, with owner's names and furnish the County with two copies of the strip map for each tract.
- Prepare and furnish to the County, plats and legal descriptions of additional right-of-way or easements required.
- Provide services for right-of-way or easement acquisition, including but not limited to drafting right-of-way or easement legal documents, signed original documents of right-of-way or easement acquisition, and right-of-way or easement staking. The County shall indicate the timeframe in which this staking shall take place as well as the location and frequency of the stakes. Blank easement and right-of-way agreements will be provided by the County, if needed.
- Provide all final plans, drawings and documents pertaining to the project to the County in both hardcopy and electronic format. All such plans, drawings and documents shall become the property of the County upon completion.
- Report to the County actual progress at monthly intervals or at a mutually agreeable interval approved by the County.
- Prepare and submit on behalf of the County applications for the U.S. Army Corps of Engineer's permit, Kansas State Board of Agriculture, Division of Water Resources permit(s), Kansas Department of Health and Environment permit(s), Riley County floodplain development permit and any KDOT highway use permits required.
- Contact all affected utilities and secure a signed agreement from them for the relocation of said utilities from within the construction limits. Blank utility agreements will be provided by the County, if needed.
- Provide staking of the rights-of-way boundary lines for use by the Utilities in relocation.
- Consultant will be solely responsible for the adequacy and accuracy of the design plans, specifications, estimates, surveys and any necessary studies or investigations, including, but not limited to environment, hydraulics, and geological investigations or studies. Any review of these items performed by the County or the City or their representatives is not intended to and shall not be construed as a release of the Consultant's duty to provide adequate and accurate design plans, specifications, estimates, surveys, and any necessary studies or investigations, including,

but not limited to environmental, hydraulic and geological investigations or studies.

- Meet with County representatives as required.
- Complete scour justification form and load rating for completed structure and submit to Riley County.

Bidding:

- Assist the County in preparing or accumulating all documents necessary to complete the bidding packet. The Consultant shall provide all technical specifications and special provisions, the Bid Proposal and other necessary documents in electronic format. The County will provide the proposed contract and will assemble the bid package.
- Contact potential bidders and plan rooms. Distribute project plans and specifications to prospective local bidders, an online plan room, bidders supplied by Riley County, and to the Kansas Contractors Association. Submit to the County a list of all potential bidders the project notice was sent to. As plans and specifications are requested, a prospective bidders list shall be submitted to the County on a weekly basis. The County will advertise the project in the Manhattan Mercury & place on the County website.
- Deliver one set of the bidding plans and specifications to both the County Clerk and the County Engineer.
- Respond to all questions from prospective bidders, prepare and distribute any addendums deemed necessary after approval by the County.
- Attend the bid letting.
- Review bids for accuracy and completeness and make a recommendation to the County Engineer.
- Deliver five sets of the construction plans and specifications to the County Engineer once the project has been awarded.

Post Bid:

- Attend the Pre-Construction meeting for the project, if needed.
- Review all submittals.
- Answer any questions pertaining to deviation from the design plans to what is actually found in field during construction.

V. PROBABLE TIMETABLE

- | | |
|---|------------------------------------|
| • February 3 rd , 2025 | Receive RFQ Submittals |
| • February 4 th – 7 th , 2025 | Review RFQ Submittals |
| • February 10 th – 14 th , 2025 | Consultant Interviews if Necessary |
| • February 17 th , 2025 | Consultant Selection |
| • March 17 th , 2025 | Contracts Signed |
| • June – July, 2025 | Field Check Plans Completed |
| • August - September, 2025 | Office Check Plans Completed |
| • October – November, 2025 | Final Plans Completed |
| • December, 2025 | Bid Date |

The actual bid date will be dependent upon the completion of the plans, purchase of the right-of-way, permit acquisition, and the relocation of the utilities.

The consultant should commence work on the project as soon as practical after being notified of the contract award to meet the above referenced schedule. If the above referenced probable timetable is unrealistic or can be improved, the consultant shall provide a suitable timetable in their submittal.

VI. SUBMITTAL CONTENT:

In your submittal please provide the following information as a minimum:

- A brief description, no more than one page in length, describing the firm's experience with this type of project and demonstrating the consultant has the knowledge, interest and understanding of the project. Literature about the firm, a list of projects, and other information may be presented in an appendix.
- A brief narrative, no more than one-half page, shall be provided to summarize the experience and qualifications of each person assigned to the project. Longer resumes may be presented in the appendix.
- The name, title, address and telephone number of individual(s) who will be the project manager and point of contact on the project.
- Three references of past clients for whom similar work has been performed and involved at least one of the primary team members listed in the proposal should be provided. The information on these references shall include the contact person's name, title, agency, address, telephone number and which of the consultants were involved in the project.
- Consultant will concur with proposed timetable or shall submit an alternate timetable.
- A description of the services the firm intends to provide to complete the project, including all the necessary steps and/or possible testing procedures needed for completion of this project.

- Provide documentation the firm shall have the necessary staff to perform the referenced work as per the proposed schedule.
- Other information Riley County may find useful.
- Sign and date the proposal.

VII. SELECTION PROCESS:

Riley County Public Works will evaluate firms based on the material submitted in response to this RFQ. Firms lacking necessary qualifications to perform the work shall be disqualified and will not be considered in the selection for these projects.

The Selection Committee may be composed of County staff members and a member of the Riley County Community.

The County reserves the right to modify the selection process based on information provided in the RFQ submittals.

Riley County reserves the right to award or reject any and all submittals and to award contracts to firms which will best serve the interests of Riley County.

Riley County reserves the right to award the contract to the next most qualified firm, if the successful firm does not begin the contracted services within a reasonable amount of time as determined by Riley County.

VIII. CRITERIA FOR RECOMMENDATION:

Qualification based proposals are requested. The Selection Committee will evaluate the firms based on the information submitted and the formal interviews, if held.

Criteria utilized will include:

- Past experience with the Consultant – 20 points.
- Staff experience and qualifications – 15 points.
- Availability of staff – 20 points.
- Overview of challenges and understanding of the project – 25 points.
- Proposed timetable – 20 points

The Selection Committee will make a recommendation to the County Commission to begin negotiations with the selected firms.

IX. METHOD OF SOLICITATION:

The RFQ will be advertised in the Manhattan Mercury, on the Riley County website, and mailed to the following Manhattan consulting firms:

- BG Consultants
- Schwab Eaton
- SMH
- Bartlett & West
- Benesch
- Olsson and Associates

X. TYPE OF CONTRACT:

Riley County prefers a time and expense agreement, with an established maximum fee but would consider others if there is a financial advantage to Riley County. Contracts submitted by engineering firms will be reviewed by Riley County for review and approval prior to execution, and must include the County's contractual provisions attachment.

XI. SUBMITTING YOUR QUALIFICATIONS:

The consultant firm shall complete and submit the attached priority list in their RFQ submittal, designating which projects they have the most interest in. Firms not wanting to be considered for specific projects should leave that respective project priority line blank.

Four (4) bound copies and one digital copy shall be submitted for each project selected by the firm. The covers should include the project specific title "Bridge/Culvert Replacement Project X.X-X.X - 2024" (Ex. Bridge Replacement Project B.0 – 17.9). Each bound project submittal shall include the information requested in Section VI respective to the project, date of submission, name of the firm, and the firm's contact person with phone number and address. The contact person shall be an authorized representative of the firm.

The RFQ submittal packet shall include the following: the completed priority list, bound copies for each selected project proposal as described above, and the transmittal letter signed by the contact person of the firm, all of which shall be sealed in an envelope or carton and marked on the outside with the words "Riley County 2022 Sales Tax Projects". The envelope or carton should be mailed or delivered to:

Rich Vargo, Riley County Clerk's Office, 110 Courthouse Plaza, Manhattan, Kansas 66502.

Proposals are due by 5:00 p.m. on Monday, January 13th, 2025. Any proposal received after that time will be marked "Received Late" and returned unopened to the firm.

PROJECT PRIORITY LIST – RILEY COUNTY 2022 SALES TAX PROJECTS

Consultants submitting RFQ's for the 2022 Sales Tax Projects shall list the projects included in this RFQ by their interest in said project (1 – Highest Interest, 9 – Lowest Interest). In the case that a consultant firm is not interested in a particular project, that respective project line should be left blank.

BRIDGES

<u>Structure #</u>	<u>Project Location</u>	<u>Project Priority (1-9)</u>
B.0-17.9	Lasita Road	_____
M.1-21.8	Silver Creek	_____
K.3-19.5	Sunstead Lane	_____
G.3-9.0	Green Randolph Road	_____
G.0-12.6	Crooked Creek Road	_____
G.4-18.5	Kansas Avenue	_____

CULVERTS

<u>Structure #</u>	<u>Project Location</u>	<u>Project Priority (1-9)</u>
N.0-2.3	Halls Ravine Road	_____
Q.7-27.9	Airport Road	_____
P.8-31.0	South 32 nd Street	_____



**PLANNING &
DEVELOPMENT**
Staff Update

Amanda Webb
Planning/Special Projects Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6332

STAFF REPORT

FROM: Amanda Webb, Planning Director

MEETING: January 2, 2025

SUBJECT: Planning & Development - Staff Update

PRESENTER: Amanda Webb, Planning Director

Enclosures:

- Nov_Dec 2024 BOCC PD Update (PDF)
- 12 - December Staff Update (PDF)



PLANNING & DEVELOPMENT ENVIRONMENTAL HEALTH

Date: January 2, 2025
To: Riley County Board of County Commissioners
From: Amanda Webb, Planning Director
Re: Planning & Development November & December 2024 Staff Report

Keats Sewer Benefit District:

Project cost: \$4.7 million

- Funding
 - Kansas Water Office (KWO) Technical Assistant Grant: Awarded \$359,100. Submitted two quarterly reports as required and have been reimbursed for both periods.
 - KWO Water Projects Grant: Keats was not awarded the first round of this grant. I applied for the second round in the amount of \$1,028,256. Awards have not been announced yet.
 - KDHE Small Town Water & Sewer Infrastructure Assistance (STWSIA) grant: Awarded \$2,537,790. The grant agreement is signed.
 - American Rescue Plan Act (ARPA) funds allocated by the BOCC: \$800,000
 - Total identified funding: \$3,696,890
 - USDA Rural Development funding: Working on submitting a variety of requested additional items for USDA underwriting. We are also awaiting information on the grant/loan split for this funding – the project is eligible for up to 40% grant (but there is not guarantee of any grant). Any funding that is not in grant form will be in loan form.
- Schedule (as of November 2024; subject to change as necessary)
 - Design/Survey/Easement completion: June 2025
 - KDHE/USDA Agency Review completion: September 2025
 - Bidding/Construction project award: December 2025
 - Construction starts: March 2026
 - Construction ends: February 2027
- Outreach
 - Held community meeting on November 12.
 - Sent several updates to the email group.
 - Webpage: www.rileycountyks.gov/2062.
 - Keats community residents have their own webpage.
- Engineering
 - Field survey work (utility locates, etc.) on going.
 - BG Consultants have met with several property owners on site.
 - Working on updating preliminary sewer alignments.

Comprehensive Plan Update:

- BOCC allocated a total of \$150,000 towards consultant services for this project.
- The contract with Stantec was finalized on December 19, 2024.
- The next step is for staff to meet with the Stantec project team to update the schedule and determine next steps to restart the process in January.

- Will reconvene the Comprehensive Plan Committee in January/February.
- Will restart monthly BOCC updates.
- Website: www.rileycountyks.gov/plan.

Local Environmental Protection Program (LEPP) Grant:

Riley County was awarded \$50,000 from KDHE through the LEPP grant fund. This funding is available for low to moderate income households in need of repair or replacement of failed wastewater systems and components.

- Applications are ranked by need, applicant income, and severity of failure.
- We have so far assisted two property owners with replacement of their wastewater systems.
- We will open the second application round soon. There should be approximately \$13,750 left for allocation.
- On December 12, 2024, KDHE updated their income guidelines and started utilizing the 2024 federal poverty guidelines moving forward. They've updated the eligibility amounts based on income:

200% or below the federal poverty level is eligible for up to 100% grant funds.

201% - 250% of the federal poverty level is eligible for up to 85% grant funds.

251% to 300% of the federal poverty level is eligible for up to 75% grant funds.

- We received five applications during the first round. Two were eligible based on KDHE's original income guidelines. The remaining three are still ineligible based on the updated income guidelines.
- Applied for SFY2026 LEPP grant funding. KDHE originally planned to announce awards in the second half of December 2024, but due to the large number of applications received, they will wait for their funding allocation before making award announcements.

Current Planning:

- The November Riley County Planning Board (RCPB) meeting was cancelled due to lack of petitions.
- At their December 9, 2024 meeting, RCPB:
 - Held a public hearing to consider the request of Chris Reid and Reid Holdings LLC to replate Lots 16 and 17, Block F, in White Canyon Subdivision into a single lot. The board forwarded a recommendation of approval to the BOCC. At their regular meeting on December 19, the BOCC approved the request.
 - Held a public hearing to consider the request of Stephan and Cassidy Keating to replate Lots 1 and 3-10, Block 5, of Western Shores Acres Subdivision into a single lot. The board forwarded a recommendation of approval to the BOCC. At their regular meeting on December 19, the BOCC approved the request.
 - Held a public hearing to consider the request of Etienne Baudoin to replate Lots 5, 6, and 7, Block 10, in Lakeside Heights into a single lot. The board forwarded a recommendation of approval to the BOCC. At their regular meeting on December 19, the BOCC approved the request.
- At their January 13, 2025 meeting, RCPB will:
 - Hold a public hearing to consider a request to amend the final development plan of Heritage Estates R-PUD and adjust the common property line between lots 1 and 2 of Heritage Estates via replat.

Other Items:

- Strategic Planning
 - On September 20, 2024, the BOCC and staff took a county building/facility tour which included a look at all departments in the Riley County Office Building, Courthouse Plaza East, Courthouse, Carnegie Building, the First Christian Church building, Historical Museum, Health Department, Family Child & Resource Center, and Pottorf Hall.

- On September 25, 2024, the BOCC and staff attended a full-day off-site retreat. The purposes of the retreat were to develop a shared understanding of building needs and desired outcomes, establish priorities for facilities, identify best potential funding options, and define action steps based on those priorities and funding options.
- Strategic plan report submitted by consultant and distributed to all DHs.
- The Budget & Planning Committee is discussing next steps based on building prioritization - including funding and various options.
- Discussion will occur before the BOCC on next steps in January.
- Administrative Assistant I position – Molly Mathis, previous as-needed Clerical Assistant, has been promoted to P&D's new Administrative Assistant I position. She started full time on December 30, 2024.
- School inspections – the BOCC voted to opt out of performing school inspections based on HB2754. The next step is to bring a charter resolution to the BOCC for approval, which then triggers a 60-day waiting period (at which time protest petitions may be filed).
- Rural Economic Development Advisory Board (REDAB) – The BOCC approved the transfer of REDAB from Extension to Planning & Development. The resolution is forthcoming. I will need to be appointed to the board. We have a full committee, and everyone is current.
- Battery recycling
 - There are many stickers and flyers still available for distribution. Anyone is welcome to pick up stickers and/or flyers. We are always looking for volunteers to help get stickers on trash totes.
 - Website: <https://www.rileycountyks.gov/2024/Battery-Recycling>
- GovBuilt setup
 - Staff continue to work with GB to tailor the system to our needs.
 - Website: <https://rileycountyks.gov.govbuilt.com/>.

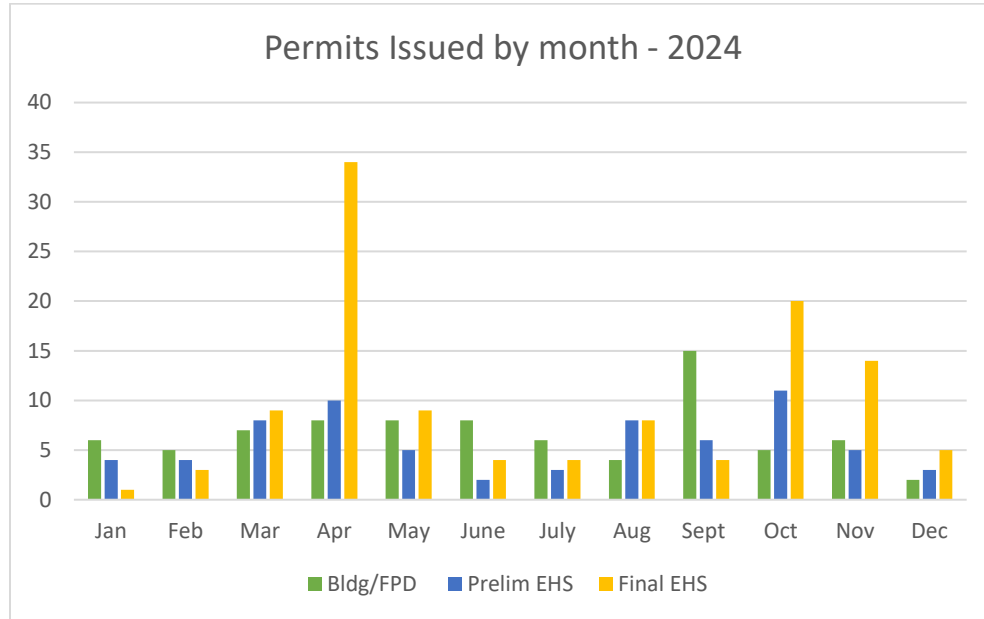
Coming Up:

- Valleywood Sewer District Expansion public hearing (scheduled for Monday, January 6). We have received new building permits that we will not issue until sewer is resolved.
- Discussion on fining contractors for building without a permit.
- Presentation on different types of wastewater systems.
- Potential – discussion on Short Term Rental code changes.

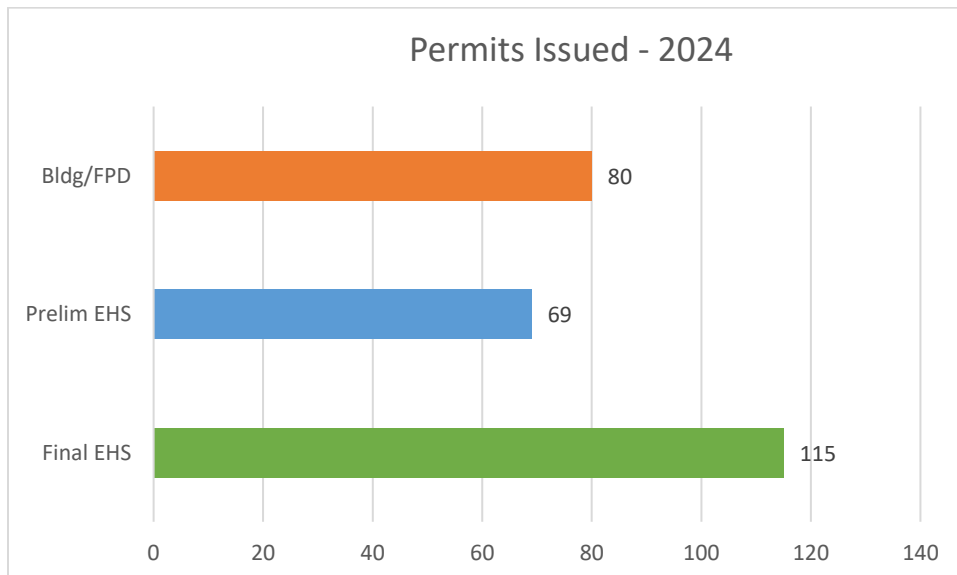
Also attended/participated in:

- County Officials luncheon
- Downtown Manhattan Inc
- Kansas Association of Counties Annual Conference
- Kansas Association of County Planning & Zoning Officials (KACPZO) board meeting
- Department Head committee
- Budget & Planning committee
- Legal roundtable meetings
- Employee/DH evaluations
- Joint city/county meeting
- Legislative conference
- Riley County Rural Economic Development Advisory Board (REDAB)

Permits Issued:		
	November 2024	December 2024
Building/Sign Permits	6	2
Floodplain development permits		
Environmental Health permits (preliminary)	5	3
Environmental Health permits (final)	14	5



2024 Permits Issued:	
Building/Floodplain Development Permits	80
Environmental Health Permits (Preliminary Approval)	69
Environmental Health Permits (Final/Use)	115



Planning and Development
Staff Update
December 20, 2024

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
Long Range Planning						
Comprehensive Plan Update	Amanda Webb & Bob Isaac	Vision 2025 adopted in October 2009 and is need of an update. Held committee kickoff meeting, created survey, issued RFQ with no responses. Community meetings complete. Survey closes December 1. Year to date report to BOCC on December 18th. Presented at community meeting in Leonardville on January 17th. Full committee reconvened on February 13th. Issued RFQ April 5 with due date of May 3. Interviewed Stantec and Olson Associates and selected one.	Monthly BOCC updates on-going. BOCC allocated \$150K for consultant services. Consultant contract negotiations underway.	11/1/2021		6/30/2025
Keats Sewer District	Amanda Webb & Ben Hamill	Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Geotech complete. Awarded KWO Technical Assistant Grant. Awarded KDHE infrastructure grant \$2.5m, awaiting grant agreement. Lagoon will have to be lined which will require irrigation and potential evaporation in the future. Cultural survey report complete and under review by state agencies. BOCC approved BG Consultant's engineering/design contract on August 5, 2024. Applied for KWO's WP grant (second round). USDA approved environmental assessment.	Complete USDA requirements. Engineering is underway.	11/1/2014		12/30/2024
NG911 - Private Road Naming	Amanda Webb & Lisa Daily	NG911 Committee meeting scheduled for 2/13/2023 to discuss property owners on Boller Road using wrong numbers for their address. Discussed a property owner who applied for a building permit in which there are two tracts of land involved. Driveway is one tract and there the proposed building will be on the other tract which will create a private road. Planning & Development is to contact the property to start the process for the private road name and will assess the \$100.00 road name fee. Property owner decided to look to build elsewhere. Emergency Responders on NG911 Committee agreed to common sense exception and to address the Ashland fire station off of McDowell Creek Road. NG911 meeting was held and the committee agreed for GIS to contact property owners to approve the use of the 12865 and 12869 Boller Rd. Committee met 2/9/2024. Emergency services and the committee want to pursue naming and renumbering Anderson Lane. BOCC didn't approve the renumbering portion of the request in 2020.	Schedule BOCC meeting to seek support for naming and renumbering Anderson Lane.	8/1/2015		12/31/2024
Develop Riley County - historic land use changes in Wildcat Creek Watershed	Darrin Hobbs	Information gathering from NASA complete for report. Report has been finalized. Waiting for end product.	Present report to all participating entities.	6/1/2020		12/31/2024
Regulations						
Land Development Regulation Amendments	Amanda Webb & Bob Isaac	Staff is organizing specific amendments and arranging discussions with planning boards. Part 1 approved. Updates made to regulations and resolution published. BOCC heard request August 22nd and tabled it to August 29th. Part 2 has been completed.	Schedule Part 3.	1/1/2024		12/31/2024
Grants						
Keats Sewer District	Amanda Webb	Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Geotech complete. Awarded KWO Technical Assistant Grant. Awarded KDHE infrastructure grant \$2.5m, awaiting grant agreement. Lagoon will have to be lined which will require irrigation and potential evaporation in the future. Cultural survey report complete and under review by state agencies. BOCC approved BG Consultant's engineering/design contract on August 5, 2024. Applied for KWO's WP grant (second round). USDA approved environmental assessment.	Complete USDA requirements. Engineering is underway.	TBD		12/30/2024
Local Environmental Protection Program (LEPP)	Amanda Webb	KDHE grant for low income property owners to repair or replacement private wastewater systems. Grant period July 1, 2024 through June 30, 2025. KDHE awarded grant; funding received.	Application window is open through October 4, 2024. Will review all applications received once window closes.	1/1/2024		6/30/2025
Current Planning						
Baudoin - Replat	Bob Isaac	RCPB and BOCC approved.	Property owner to file plat.	9/26/2024		1/15/2025
Reid - Replat	Bob Isaac	RCPB and BOCC approved.	Property owner to file plat.	10/15/2024		1/15/2025
Keating - Replat	Bob Isaac	RCPB and BOCC approved.	Property owner to file plat.	10/28/2024		1/15/2025
Foster - PUD Amendment & Replat	Bob Isaac	NOPH published.	Conduct RCPB meeting.	12/2/2024		1/13/2025
Permits						
23-022-MISC Reasoner (2961 Keats Ave)	Darrin Hobbs & Ben Hamill	Application received and processed. Notified property owner that septic tank needs pumped. Waiting on pumping report. Ben has called and left message for property owner. Property owner has not returned call. Tank has not been pumped, however, is part of the Keats Sewer District.	Permit issued.	9/15/2023		11/26/2024
21-0146-MRWW Worrel	Ben Hamill & Jacob Hansen	Application received and inspection completed. Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received. Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Sanitary Code Violation 21-0038.	Sent a letter on April 12, 2023 requesting they call to set up appointment. Sent new letter with LEPP grant application to Worrels on August 23, 2024. To date, no response from Worrell's.	7/8/2021		1/31/2025
23-008-ACC Klein (15120 Green Randolph Rd)	Darrin Hobbs & Ben Hamill	Application received and processed. Notified property owner that septic tank needs pumped.	Waiting on pumping report. I have contacted the owner and have not received pumping report or a plan of action yet.	4/13/2023		1/31/2025
23-009-ACC Savener (1299 S Manhattan Ave)	Darrin Hobbs	Application received and processed. Property owner has applied for floodplain development permit.	Property owner needs to raise structure 1 additional foot, and submit updated elevation certificate. I have spoken to the property owner regarding this and he is aware. I have reached out to the property owner to view the property.	4/21/2023		11/31/2024
23-026-MISC Savener (1299 S Manhattan Ave)	Darrin Hobbs	Application received and processed.	Site inspection completed. Structure is a dog house. Looking into FP stuff. Needs to wetproof. I have reached out to the property owner to view the proeprty.	10/20/2023		11/31/2024
23-050-ACC Connet (3761 Akin Rd)	Darrin Hobbs & Ben Hamill	Applied to build an accessory building with a wash bay. Will have separate wastewater system for the accessory building. At this time, property owner doesn't know where he wants to put the system. There is not a current pumping report for the home. Property owner said tank was pumped within 5 years by previous owner, looking to see if pumping report can be found.	Need Soil Profile Application and Pumping Report. Send friendly letter. I have visited the property and there hasn't been any construction started.	11/14/2023		1/31/2025
23-023-OPWS Fowler (6825 Summit Ridge Dr)	Ben Hamill	On site well collapsed. Doesn't meet state setback requirements. Contacted KDHE and requested variance. Variance was approved. Issued preliminary approval 1/26/2024. Well drilled was dry, driller and property owner looking at second location for well.	Contact property owner to find out if second well was drilled. Inspect if well was drilled.	12/28/2023		1/31/2025
Property Maintenance Code Violations						

Attachment: 12 - December Staff Update (15309 : Staff Update)

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
Kilner - Unsafe structure	Darrin Hobbs & Jacob Hansen	Judge Bosch found Kilner in contempt.	Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	8/18/2016		12/31/2024
Zoning Violations						
Doyle - Illegal mobile home storage (Mobile Gardens) Violation #10-0050	Jacob Hansen	Staff met with Charlotte Doyle on 8.31.2021. Staff inspected septic on July 25, 2022. Septic surfacing. Met with property owner regarding Lot 17. Home is not occupied. Replat property and comply with zoning regulations. Replace septic system. Home is unoccupied. Sent a letter on April 12, 2023 requesting they call to set up appointment. Meeting scheduled for May 11, 2023. Met with property owner. She is trying to sell to neighbor.	This property has changed ownership. The new owner is working in purchasing some adjacent lots from the Doyles so they can bring this into compliance.5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	12/17/2010	4/17/2012	12/31/2024
Doyle - Illegal salvage at residence Violation #05-0007	Jacob Hansen	Counsel and staff conducted site visits on 6/25/18 and 7/20/18. Mr. Doyle removed 600 tires and 3 mobile homes. March 19, 2021 conference with Mr. Doyle. He agreed to remove vehicles from the property. Set site visit for May 4, 2021. Mr. Doyle has moved about 90% of the tires and multiple vehicles to a staging area across from his residence for a salvage company to pick up, and will continue with this method. Next site visit 08/11/2021. Staff met with Charlotte Doyle on 08/31/2021. 6/15/2023 Staff and Counsel meet with Charlotte to come up with a plan on removing vehicles and mobile homes from the property. 7/13/2023 Darrin met with Charlotte to talk about the plan and also to review pictures provided of things needing remove. Darrin will be visiting the property 7/18/2023 to view first hand. There were more vehicles than originally thought and so numbers were revised accordingly. If they fail to meet any deadlines an injunction will be filed. The Doyles have removed some vehicles. They are currently about 3 vehicles behind schedule. Working to get them back on track. Darrin is going to go out in early January to see if they have gotten back on track. The petition asking for an injunction has been filed and the Doyles have hired counsel. Met with their attorney and he is going to meet with Charlottee about getting back on track. 5/7/24 Darrin met with Charlotte.	5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	4/15/2013	9/14/2023	12/31/2024
Kilner - Unsafe structure	Darrin Hobbs & Jacob Hansen	Judge Bosch found Kilner in contempt.	Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	8/18/2016		12/31/2024
20-0063 - Satterlee: Inoperable vehicles and campers	Darrin Hobbs & Jacob Hansen	Determined to be a violation. Notification letter sent. The Notification letter was resent by me for a fresh start to make contact with the property owner. Contacted property owner on what still needs to be removed and provided an aerial map. I sent another letter to the property owner on 6/15/2022, stating that this will be turned over to legal if no progress is made. Process has been restarted due to senate bill.	Items are being removed by the person buying the property from Satterlee.	9/27/2021		11/31/2024
20-0090 Fishgill LLC - Illegal auto repair and salvage operation 1312 Pillsbury Dr	Darrin Hobbs	Inspection completed and sent notification letter to property owner. Property owner wants an extension to remove tenant. Vehicles being removed. Sent notice of violation. No response.	Send notification letter. Working with legal on violation. Darrin will do a site inspection to determine if is auto repair which is allowed in C-2.	12/22/2020		12/31/2024
23-007-CE Jones - 3981 Zeandale Rd	Darrin Hobbs & Bryant Parker	Inspection conducted on 3/9/23 and confirmed someone is living a camper. Sent notification letter. No response from property owner, sent notice of violation and final notice of violation. Conducted final site inspection on 4/24/23 and someone is still living in camper.	Sent to Counselor's office to prosecute. Court system is down. Still need to contact RCPD. Trailer has been moved but appears to be occupied. Darrin is going to reach out to RCPD about accompanying him to check if it is occupied and then we can file an injunction in court if it still is. Darrin has not made contact to confirm if it is occupied. P&D went out and it appears there may be someone living there still but we don't have enough evidence at this point to move forward with enforcement from the Counselor. Need to contact RCPD still. Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	3/16/2023	5/15/2023	12/30/2024

Attachment: 12 - December Staff Update (15309 : Staff Update)

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
23-015-CE Miller - 1382 Pillsbury Dr	Darrin Hobbs & Jacob Hansen	Friendly letter sent 9/28/23. 10/13/2023 friend of property owner can into office and met with Darrin & Shelly Woodard. It was recommended that property owner set up time speak with us. Notice of Violation sent 10/23/23. Meeting with property owner was scheduled for 11/15/2023. Property owner called 11/15/2023 will be meeting with an attorney 11/16/2023. Final Notice of Violation sent 11/15/2023. Meet with property owner 12/1/2023. Working with legal on violation. Mr. Miller sent an application to the state to operate a salvage yard. That was denied. The state also revoked his dealer license. A notice of violation has been sent. We met with Mr. Miller on 12/1/23. He has agreed to start removing cars and work with Darrin. He is going to remove 30 cars per month and if he falls behind we will file a petition with the court. Darrin is working with Mr. Miller to go out and check on progress. They are aiming for the week of 1/29. Mr. Miller made good progress in December but has not made additional progress.	The property is now up for sale. Next step is likely to file an enforcement action with the Court. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	9/28/2023		12/31/2024
23-016-CE Miller - 1420 Pillsbury Dr	Darrin Hobbs & Jacob Hansen	Friendly letter sent 9/28/23. 10/13/2023 friend of property owner can into office and met with Darrin & Shelly Woodard. It was recommended that property owner set up time speak with us. Notice of Violation sent 10/23/23. Meeting with property owner was scheduled for 11/15/2023. Property owner called 11/15/2023 will be meeting with an attorney 11/16/2023. Final Notice of Violation sent 11/15/2023. Meet with property owner 12/1/2023. Working with legal on violation. Mr. Miller sent an application to the state to operate a salvage yard. That was denied. The state also revoked his dealer license. A notice of violation has been sent. We met with Mr. Miller on 12/1/23. He has agreed to start removing cars and work with Darrin. He is going to remove 30 cars per month and if he falls behind we will file a petition with the court. Darrin is working with Mr. Miller to go out and check on progress. They are aiming for the week of 1/29. Miller made good progress in December but has not made additional progress. The property is now up for sale.	Next step is likely to file an enforcement action with the Court. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	9/28/2023		12/31/2024
Sanitary Code Violations						
21-0038 Worrell - Sanitation Violation	Ben Hamill	Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received, no work done. Referred to legal for enforcement.	Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Legal sent compliance letter 08.05.2021. Staff to review compliance options. Counsel preparing a letter requesting a call to set up meeting (to include new staff). Sent a letter on April 12, 2023 requesting they call to set up appointment. . LEPP grant application packet sent to Worrel's on August 23, 2024. To date, no response from Worrell's	6/23/2021		1/31/2025
21-0048 Wurtz - lagoon fencing requirement not completed	Ben Hamill	Violation letter sent to property owner. Counsel sent a letter to property owner. Fencing deadline 8/31/2021 and seeding deadline 9/30/2021. No trespassing sign placed at entrance. Legal to to schedule meeting with staff.	Counsel preparing a letter requesting a call to set up meeting (to include new staff). Sent a letter on April 12, 2023 requesting they call to set up appointment. Mrs. Wurtz called. They are not living on the property. Will call once they are and lagoon is complete. Signed agreement is in place for property owner to install fence and seed. Need to check to see if this has been done. If not proceed with violation process. Property owner applied for Repair permit to replace the lagoon and fill in existing lagoon. New lagoon was installed and old lagoon was filled in. Emailed fencing requirements on 10.10.24 Fence construction underway 12/10/24 waiting on padlock for gate and wastewater warning sign before giving final-use permit.	7/9/2021		1/31/2025
22-0016 Bath - sewage on ground	Ben Hamill	Sent Emergency Order to property owner. Spoke with property owner and agreed to make repairs.	Home condemned until repairs are made. Home is vacant and waiting on property owner to replat so lateral field can be replaced. This property was sold and the new owner is working to try to purchase the surrounding property from the Doyles to correct the problem.	7/22/2022		1/31/2025
23-CES-005 Bean - Alternative system blower not working. Failed pump report on field.	Ben Hamill & Bryant Parker	Friendly letter sent 12-19-22, no reply. Notice of Violation sent 1-20-23. \$100.00 inspection fee final notice was due 1-19-23 and has not been paid yet.	Set up meeting with legal counsel. Shelley confirmed both brothers are represented by counsel and one is trying to force a sale of the property. Will work with Ben to determine next steps from P&D. Next step is to prepare and mail notice of violation. Property taxes for 2018-2023 have not been paid on this property. Will be listed in next tax foreclosure case.	12/14/2022		1/31/2025

Attachment: 12 - December Staff Update (15309 : Staff Update)



**COUNTY
COUNSELOR/ADMINISTRATIVE SERVICES**
Contract > \$10K

Bryant Parker
Counselor/Director of Administrative Services
115 North 4th Street
Manhattan, KS 66502
Phone: 785-565-6844

COMMISSION AGENDA REPORT

FROM: Bryant Parker, County Counselor

MEETING: January 2, 2025

SUBJECT: 2025/2026 Indigent Defense Counsel Services Contracts

PRESENTER: Bryant Parker, County Counselor

BACKGROUND

In Fall 2024, Riley County published a “Request for Proposals No. 2024-A” (hereinafter “RFP”) requesting proposals from six independent contracting attorneys to re-establish the former indigent defense panel for matters before the Riley County District Court. After the BOCC extended the time period for proposers to respond to the RFP, the County received proposals submitted by or on behalf of a total of seven attorneys.

Because the underlying requirement that at least six attorneys would be willing to participate on the indigent defense panel under the RFP had been met, Riley County entered into negotiations over contract terms.

The Riley County Counselor’s Office has been in contact with six of the experienced proposers to attempt to reach mutually agreeable contract terms. While the contract for indigent defense panel services has been changed in response to feedback from the proposers, the current revised version of the contract has been reviewed by the District Court, which confirmed that the changes requested by the proposing attorneys are acceptable.

Each of the six experienced proposers identified by Riley County have separately executed the revised contract. The BOCC must now determine if it wishes to enter into contracts with each individual proposer for provision of indigent defense counsel services

FISCAL IMPACT

Each proposed contract will have a term of two years with base compensation of \$82,000 annually for each contracting attorney.

While “off-panel” (i.e. outside of and in addition to the indigent defense counsel) attorneys will continue to be appointed in certain circumstances, the predictability of a fixed rate for indigent defense panel services may result in substantial savings to the County. Currently, these services are paid for on an hourly basis and are not capped, leading to unpredictable costs for services.

It is expected, though not guaranteed, that returning to the indigent defense panel model will yield substantial cost savings and more predictability with these ongoing required County expenses

RECOMMENDATION(S)

I recommend the Board approve and authorize the Board Chair to sign each of the six (6) separate contracts with proposing attorneys for indigent defense panel services for two-year terms with base compensation of \$82,000 annually for each contracting attorney.

POSSIBLE MOTION(S)

- A. “I move the Board approve and authorize the Board Chair to sign each of the six (6) separate contracts with proposing attorneys for indigent defense panel services for two-year terms with base compensation of \$82,000 annually for each contracting attorney.”
- B. “I move the Board not approve the contracts with proposing attorneys for indigent defense panel services.”

The Board agreed by consensus to

Enclosures:

- Indigent Defense Services Contracts - 6 Attorneys (PDF)

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter "Riley County") and, an attorney (hereinafter "Attorney") licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the _____ day of _____ 2024.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter "Court Administrator") is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT.** Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:
 - A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
 - B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
 - C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
 - D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.
 - F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.
 - G. Attorney shall be competent to act as counsel in all of the above-described categories.
2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services

provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.

3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for the term described in this paragraph, at the compensation level set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence only when six individual attorneys acceptable to Riley County have signed fully executed contracts with Riley County. This Agreement shall terminate on December 31, 2026, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.

3.2 **Termination for Convenience.** Riley County may terminate the Agreement in whole or in part, upon thirty (30) days written notice to Attorney, stating the effective date of the termination for convenience.

3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.

4. **COMPENSATION OF ATTORNEYS.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$6,833.34 per month, which represents \$82,000 annually. Attorney will also be reimbursed internet searches in "child in need of care" cases to locate parties; out-of-county mileage and out-of-county meals limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines; along with the cost of internet searches in "child in need of care" cases to locate parties; and discovery expenses related to copying discs supplied by the Riley County Attorney's Office; to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.)

4.1 All monthly requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The vouchers must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.

- 4.2 Continuing Legal Education Reimbursement. In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for "Child in Need of Care" representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- 4.3 Expert Witnesses and Forensic Experts. Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- 4.4 Appeals. The aggregate sum of \$10,000.00 will be budgeted by Riley County for additional expenses incurred by all six Attorneys as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in addition to monthly compensation. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.
- 4.5 Child Support Calculation Software. Attorney will be reimbursed up to \$210 annually or ½ of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney's services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.
5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage

provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

6. **TIME RECORDS.** Attorney shall maintain their written records of time spent in court and for out of court activities in preparation for and in conducting trial work for any assigned cases. These records shall be submitted in a format approved by and acceptable to the Court Administrator and shall be submitted to the Court Administrator once every month at the same time that Attorney's vouchers for payment are submitted. Court Administrator shall submit monthly a copy of such time records to the Clerk of Riley County.
7. **STANDARDS.** Attorney must be licensed to practice law in the State of Kansas and must be willing to practice in Riley County. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Rules of Professional Conduct, and case law and applicable court rules defining the duties of counsel and the rights of clients in assigned cases. Attorney shall consult with clients prior to trial or disposition of any matter and shall be sufficiently available to clients to provide for effective representation. Services provided shall include assumption of responsibility for any cases pending on the effective date of the agreement and which are assigned to Attorney by order of the court. At the conclusion of the agreement, unless the agreement is renewed, Attorney will withdraw from any and all pending cases by written motion and order unless retained by the party represented or the court orders that representation by the individual Attorney continue. In the event the Court orders representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.
8. **RETENTION OF FILES.** Attorney shall provide for retention of client files in a manner that affords protection of the clients' confidentiality interest for a period of not less than five years after the conclusion of the case.
9. **REPLACEMENT OF ATTORNEY/TERMINATION/RESIGNATION.** In the event Attorney is unable or unwilling to complete Attorney's obligations under this agreement, Attorney may be replaced immediately by Riley

County by an Attorney acceptable to Riley County. No competitive proposal for any such replacement Attorney is necessary. Any Attorney so replaced, or any Attorney who resigns from their responsibilities hereunder is not entitled to the payments described hereunder following the date of termination, unless such payments relate to work performed in conformity to all terms of the Agreement prior to termination, or prior to the effective date of Attorney's resignation. Resigning Attorney shall submit to the Court Administrator a written resignation with an effective date no less than thirty (30) calendar days from such notice. Termination shall be effective on the date identified by Riley County in any notice of termination, whether such notice is verbal or written. Attorneys remaining on contract at the time such replacement is being considered may submit their individual or group recommendations for a replacement to Riley County in writing to the Riley County Counselor. Riley County may consult with the Court Administrator or the remaining attorneys regarding selection of a replacement attorney. It is solely the option of Riley County to select replacement attorneys, and the recommendations described are not binding on Riley County.

10. **ASSIGNMENT OF ATTORNEY.** Cases shall be assigned to Attorney by the Clerk of the District Court, or by court order. The District Court and all contracting attorneys may agree on any method of assignment of cases so long as the amount of work is equally, or near equally, divided between the six contracting attorneys. The assigned Attorney shall have the total responsibility for the case and shall appear on behalf of the client in all court matters, with the following limited exception: In the event of a scheduling conflict for Attorney, if minor court matters are involved, such as status checks or trial settings, Attorney may, with prior approval of the assigned District Court Judge, not appear personally. Otherwise, if Attorney will not personally appear, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute Attorney within the group of six attorneys contracting to provide like services hereunder. It is not the responsibility of the court administrator or district court clerk or county counselor to provide that substitute attorney. If Attorney is unable to provide a substitute attorney within the group of six assigned to provide like services hereunder, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute attorney not within the group of six contracting attorneys. Attorney shall notify the District Court Administrator and the assigned District Court Judge of that substitution, within a reasonable period of time.
- 10.1 Payment for substitute attorneys providing coverage for a contracting Attorney under this provision shall be solely the responsibility of the County.
- 10.2 A contracting Attorney shall remain available for the dockets to which they have cases assigned absent advance approval of the Riley County District Court Judge hearing that contracting Attorney's assigned cases.
- a) Upon approval of the District Court Judge of the Attorney's absence from an assigned docket the Clerk of

the District Court will be notified by the Attorney.

- b) After such notification, the Clerk of the District Court will not place any cases assigned to the contracting Attorney on that approved date. If after such approval and notification, a case is set in the Twenty-First Judicial District on a date which the contracting Attorney had obtained approval to be absent from a docket, the assigned contracting Attorney shall be responsible for moving the matter, notification and any necessary paperwork. When a Monday docket is moved to a later date due to a Monday holiday, contracting Attorneys are responsible to appear for their docketed cases on that later date. The Court will excuse from attendance on that later date any contracting Attorney with an emergency due to illness or unavoidable travel delay. Attorneys should check the court holiday schedule in 2024 and the remainder of the contractual term and plan to be available on the Tuesdays following Monday court holidays.

11. **DUTY TO COOPERATE.** At all times hereunder, Attorney shall reasonably cooperate with the Court, the Clerk of the District Court, and the District Court Administrator on matters of scheduling court appearances, returning phone calls and responding to correspondence, all of which relates to Attorney's availability under the terms of this Agreement. Attorney's failure or refusal to so reasonably cooperate shall be considered sufficient ground for immediate termination of this Agreement, in the sole discretion of Riley County.
12. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All Agreement promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names Riley County as a party, Attorney agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve Riley County's objectives of this provision.
13. **CASH BASIS AND BUDGET LAWS.** The right of Riley County to enter into the Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Agreement shall be construed and interpreted so as to ensure that Riley County shall at all times stay in conformity with such laws, and as a condition of the Agreement Riley County reserves the right to unilaterally terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws. Riley County retains the sole option to review this Agreement at the end of each 1-year term.
14. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise

effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of Riley County, Kansas.

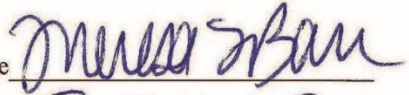
15. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Riley County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Riley County does not agree to pay attorney fees or late payment charges.
16. **ASSIGNMENT.** Neither the Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Attorney without the prior written consent of Riley County.
17. **SUBCONTRACTING.** None of the work or services covered by the Agreement shall be subcontracted by Attorney.
18. **RECORDS, REPORTS AND INSPECTION.**
 - 18.1 Documentation of Costs. All costs incurred by Attorney for which Attorney purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible to both parties to the Agreement.
 - 18.2 Maintenance of Records. Except as otherwise authorized by Riley County, Attorney shall retain such documentation for a period of three (3) years after Attorney's receipt of the final payment under the Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
19. **METHOD OF BILLING AND PAYMENT.**
 - 19.1 Billing Procedures. Attorney agrees that billings and payments under the Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of vouchers and time records, and the amount of payment shall not exceed the maximum amount allowed by the Agreement.
 - 19.2 Support Documentation. Billing shall be supported with documentation required by Riley County including, but not necessarily limited to, that documentation described in paragraph 18, above.
 - 19.3 Reimbursement Restrictions. Payments shall be made to Attorney only for items and services provided to support the Agreement purpose when such items and services are specifically authorized by the Agreement. Riley County reserves the right to disallow reimbursement for any item or service billed by Attorney if Riley County believes that such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.
 - 19.4 Pre-disbursement Requirements. Attorney must provide to Riley County the documentation required pursuant to the Agreement prior to any disbursements being made by Riley County to Attorney.
 - 19.5 Mailing Address. Payments shall be mailed to Attorney's address as provided by Attorney.

20. **LICENSES. PERMITS. INSURANCE.** Attorney shall maintain all licenses, permits, and certifications required by federal, state or local authority for carrying out the Agreement. Attorney shall notify Riley County immediately if any required license, permit, or certification is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Agreement by Riley County, in Riley County's sole discretion.
21. **PUBLIC DOCUMENTS.** It is agreed that the Agreement, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **SURVIVABILITY.** The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

**BOARD OF COMISSIONERS OF
RILEY COUNTY, KANSAS**

By: _____
John Ford, Chairman

ATTORNEY

Signature 
Print Name Theresa L. Barr

ATTEST:

Rich Vargo, Riley County Clerk

(SEAL)

APPROVED AS TO FORM:

Clancy Holeman
Riley Countr Counselor

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter "Riley County") and, an attorney (hereinafter "Attorney") licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the _____ day of _____ 2024.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter "Court Administrator") is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

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 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.
 - F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.
 - G. Attorney shall be competent to act as counsel in all of the above-described categories.

2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services

provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.

3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for the term described in this paragraph, at the compensation level set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence only when six individual attorneys acceptable to Riley County have signed fully executed contracts with Riley County. This Agreement shall terminate on December 31, 2026, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.

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4. **COMPENSATION OF ATTORNEYS.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$6,833.34 per month, which represents \$82,000 annually. Attorney will also be reimbursed internet searches in "child in need of care" cases to locate parties; out-of-county mileage and out-of-county meals limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines; along with the cost of internet searches in "child in need of care" cases to locate parties; and discovery expenses related to copying discs supplied by the Riley County Attorney's Office; to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.)

4.1 All monthly requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The vouchers must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.

- 4.2 Continuing Legal Education Reimbursement. In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for "Child in Need of Care" representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- 4.3 Expert Witnesses and Forensic Experts. Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- 4.4 Appeals. The aggregate sum of \$10,000.00 will be budgeted by Riley County for additional expenses incurred by all six Attorneys as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in addition to monthly compensation. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.
- 4.5 Child Support Calculation Software. Attorney will be reimbursed up to \$210 annually or ½ of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney's services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage

provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

6. **TIME RECORDS.** Attorney shall maintain their written records of time spent in court and for out of court activities in preparation for and in conducting trial work for any assigned cases. These records shall be submitted in a format approved by and acceptable to the Court Administrator and shall be submitted to the Court Administrator once every month at the same time that Attorney's vouchers for payment are submitted. Court Administrator shall submit monthly a copy of such time records to the Clerk of Riley County.
7. **STANDARDS.** Attorney must be licensed to practice law in the State of Kansas and must be willing to practice in Riley County. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Rules of Professional Conduct, and case law and applicable court rules defining the duties of counsel and the rights of clients in assigned cases. Attorney shall consult with clients prior to trial or disposition of any matter and shall be sufficiently available to clients to provide for effective representation. Services provided shall include assumption of responsibility for any cases pending on the effective date of the agreement and which are assigned to Attorney by order of the court. At the conclusion of the agreement, unless the agreement is renewed, Attorney will withdraw from any and all pending cases by written motion and order unless retained by the party represented or the court orders that representation by the individual Attorney continue. In the event the Court orders representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.
8. **RETENTION OF FILES.** Attorney shall provide for retention of client files in a manner that affords protection of the clients' confidentiality interest for a period of not less than five years after the conclusion of the case.
9. **REPLACEMENT OF ATTORNEY/TERMINATION/RESIGNATION.** In the event Attorney is unable or unwilling to complete Attorney's obligations under this agreement, Attorney may be replaced immediately by Riley

County by an Attorney acceptable to Riley County. No competitive proposal for any such replacement Attorney is necessary. Any Attorney so replaced, or any Attorney who resigns from their responsibilities hereunder is not entitled to the payments described hereunder following the date of termination, unless such payments relate to work performed in conformity to all terms of the Agreement prior to termination, or prior to the effective date of Attorney's resignation. Resigning Attorney shall submit to the Court Administrator a written resignation with an effective date no less than thirty (30) calendar days from such notice. Termination shall be effective on the date identified by Riley County in any notice of termination, whether such notice is verbal or written. Attorneys remaining on contract at the time such replacement is being considered may submit their individual or group recommendations for a replacement to Riley County in writing to the Riley County Counselor. Riley County may consult with the Court Administrator or the remaining attorneys regarding selection of a replacement attorney. It is solely the option of Riley County to select replacement attorneys, and the recommendations described are not binding on Riley County.

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the District Court will be notified by the Attorney.

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12. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All Agreement promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names Riley County as a party, Attorney agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve Riley County's objectives of this provision.
13. **CASH BASIS AND BUDGET LAWS.** The right of Riley County to enter into the Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Agreement shall be construed and interpreted so as to ensure that Riley County shall at all times stay in conformity with such laws, and as a condition of the Agreement Riley County reserves the right to unilaterally terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws. Riley County retains the sole option to review this Agreement at the end of each 1-year term.
14. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise

effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of Riley County, Kansas.

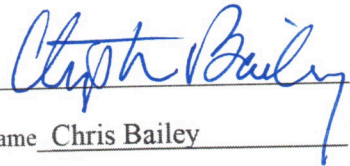
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16. **ASSIGNMENT.** Neither the Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Attorney without the prior written consent of Riley County.
17. **SUBCONTRACTING.** None of the work or services covered by the Agreement shall be subcontracted by Attorney.
18. **RECORDS, REPORTS AND INSPECTION.**
 - 18.1 Documentation of Costs. All costs incurred by Attorney for which Attorney purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible to both parties to the Agreement.
 - 18.2 Maintenance of Records. Except as otherwise authorized by Riley County, Attorney shall retain such documentation for a period of three (3) years after Attorney's receipt of the final payment under the Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
19. **METHOD OF BILLING AND PAYMENT.**
 - 19.1 Billing Procedures. Attorney agrees that billings and payments under the Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of vouchers and time records, and the amount of payment shall not exceed the maximum amount allowed by the Agreement.
 - 19.2 Support Documentation. Billing shall be supported with documentation required by Riley County including, but not necessarily limited to, that documentation described in paragraph 18, above.
 - 19.3 Reimbursement Restrictions. Payments shall be made to Attorney only for items and services provided to support the Agreement purpose when such items and services are specifically authorized by the Agreement. Riley County reserves the right to disallow reimbursement for any item or service billed by Attorney if Riley County believes that such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.
 - 19.4 Pre-disbursement Requirements. Attorney must provide to Riley County the documentation required pursuant to the Agreement prior to any disbursements being made by Riley County to Attorney.
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21. **PUBLIC DOCUMENTS.** It is agreed that the Agreement, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **SURVIVABILITY.** The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

**BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS**

By: _____
John Ford, Chairman

ATTORNEY

Signature 
Print Name Chris Bailey

ATTEST:

Rich Vargo, Riley County Clerk

(SEAL)

APPROVED AS TO FORM:

Clancy Holeman
Riley Countr Counselor

Attachment: Indigent Defense Services Contracts - 6 Attorneys (15310 : Indigent Defense Panel Contracts)

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter "Riley County") and, an attorney (hereinafter "Attorney") licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the _____ day of _____ 2024.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter "Court Administrator") is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT.** Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:
 - A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
 - B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
 - C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
 - D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.
 - F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.
 - G. Attorney shall be competent to act as counsel in all of the above-described categories.
2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services

provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.

3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for the term described in this paragraph, at the compensation level set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence only when six individual attorneys acceptable to Riley County have signed fully executed contracts with Riley County. This Agreement shall terminate on December 31, 2026, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.

3.2 **Termination for Convenience.** Riley County may terminate the Agreement in whole or in part, upon thirty (30) days written notice to Attorney, stating the effective date of the termination for convenience.

3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.

4. **COMPENSATION OF ATTORNEYS.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$6,833.34 per month, which represents \$82,000 annually. Attorney will also be reimbursed internet searches in "child in need of care" cases to locate parties; out-of-county mileage and out-of-county meals limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines; along with the cost of internet searches in "child in need of care" cases to locate parties; and discovery expenses related to copying discs supplied by the Riley County Attorney's Office; to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.)

4.1 All monthly requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The vouchers must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.

- 4.2 Continuing Legal Education Reimbursement. In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for "Child in Need of Care" representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- 4.3 Expert Witnesses and Forensic Experts. Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- 4.4 Appeals. The aggregate sum of \$10,000.00 will be budgeted by Riley County for additional expenses incurred by all six Attorneys as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in addition to monthly compensation. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.
- 4.5 Child Support Calculation Software. Attorney will be reimbursed up to \$210 annually or ½ of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney's services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage.

provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

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22. **SURVIVABILITY.** The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

**BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS**

By: _____
John Ford, Chairman

ATTORNEY

Signature _____

Print Name _____

[Handwritten Signature]
Chris Biggs #11966

ATTEST:

Rich Vargo, Riley County Clerk

(SEAL)

APPROVED AS TO FORM:

Clancy Holeman
Riley Countr Counselor

Attachment: Indigent Defense Services Contracts - 6 Attorneys (15310 : Indigent Defense Panel Contracts)

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter "Riley County") and, an attorney (hereinafter "Attorney") licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the _____ day of _____ 2024.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter "Court Administrator") is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

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2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services

provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.

3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for the term described in this paragraph, at the compensation level set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence only when six individual attorneys acceptable to Riley County have signed fully executed contracts with Riley County. This Agreement shall terminate on December 31, 2026, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.

3.2 **Termination for Convenience.** Riley County may terminate the Agreement in whole or in part, upon thirty (30) days written notice to Attorney, stating the effective date of the termination for convenience.

3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.

4. **COMPENSATION OF ATTORNEYS.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$6,833.34 per month, which represents \$82,000 annually. Attorney will also be reimbursed internet searches in "child in need of care" cases to locate parties; out-of-county mileage and out-of-county meals limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines; along with the cost of internet searches in "child in need of care" cases to locate parties; and discovery expenses related to copying discs supplied by the Riley County Attorney's Office; to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.)

4.1 All monthly requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The vouchers must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.

- 4.2 Continuing Legal Education Reimbursement. In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for "Child in Need of Care" representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- 4.3 Expert Witnesses and Forensic Experts. Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- 4.4 Appeals. The aggregate sum of \$10,000.00 will be budgeted by Riley County for additional expenses incurred by all six Attorneys as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in addition to monthly compensation. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.
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5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage.

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7. **STANDARDS.** Attorney must be licensed to practice law in the State of Kansas and must be willing to practice in Riley County. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Rules of Professional Conduct, and case law and applicable court rules defining the duties of counsel and the rights of clients in assigned cases. Attorney shall consult with clients prior to trial or disposition of any matter and shall be sufficiently available to clients to provide for effective representation. Services provided shall include assumption of responsibility for any cases pending on the effective date of the agreement and which are assigned to Attorney by order of the court. At the conclusion of the agreement, unless the agreement is renewed, Attorney will withdraw from any and all pending cases by written motion and order unless retained by the party represented or the court orders that representation by the individual Attorney continue. In the event the Court orders representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.
8. **RETENTION OF FILES.** Attorney shall provide for retention of client files in a manner that affords protection of the clients' confidentiality interest for a period of not less than five years after the conclusion of the case.
9. **REPLACEMENT OF ATTORNEY/TERMINATION/RESIGNATION.** In the event Attorney is unable or unwilling to complete Attorney's obligations under this agreement, Attorney may be replaced immediately by Riley

County by an Attorney acceptable to Riley County. No competitive proposal for any such replacement Attorney is necessary. Any Attorney so replaced, or any Attorney who resigns from their responsibilities hereunder is not entitled to the payments described hereunder following the date of termination, unless such payments relate to work performed in conformity to all terms of the Agreement prior to termination, or prior to the effective date of Attorney's resignation. Resigning Attorney shall submit to the Court Administrator a written resignation with an effective date no less than thirty (30) calendar days from such notice. Termination shall be effective on the date identified by Riley County in any notice of termination, whether such notice is verbal or written. Attorneys remaining on contract at the time such replacement is being considered may submit their individual or group recommendations for a replacement to Riley County in writing to the Riley County Counselor. Riley County may consult with the Court Administrator or the remaining attorneys regarding selection of a replacement attorney. It is solely the option of Riley County to select replacement attorneys, and the recommendations described are not binding on Riley County.

10. **ASSIGNMENT OF ATTORNEY.** Cases shall be assigned to Attorney by the Clerk of the District Court, or by court order. The District Court and all contracting attorneys may agree on any method of assignment of cases so long as the amount of work is equally, or near equally, divided between the six contracting attorneys. The assigned Attorney shall have the total responsibility for the case and shall appear on behalf of the client in all court matters, with the following limited exception: In the event of a scheduling conflict for Attorney, if minor court matters are involved, such as status checks or trial settings, Attorney may, with prior approval of the assigned District Court Judge, not appear personally. Otherwise, if Attorney will not personally appear, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute Attorney within the group of six attorneys contracting to provide like services hereunder. It is not the responsibility of the court administrator or district court clerk or county counselor to provide that substitute attorney. If Attorney is unable to provide a substitute attorney within the group of six assigned to provide like services hereunder, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute attorney not within the group of six contracting attorneys. Attorney shall notify the District Court Administrator and the assigned District Court Judge of that substitution, within a reasonable period of time.
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- a) Upon approval of the District Court Judge of the Attorney's absence from an assigned docket the Clerk of

the District Court will be notified by the Attorney.

- b) After such notification, the Clerk of the District Court will not place any cases assigned to the contracting Attorney on that approved date. If after such approval and notification, a case is set in the Twenty-First Judicial District on a date which the contracting Attorney had obtained approval to be absent from a docket, the assigned contracting Attorney shall be responsible for moving the matter, notification and any necessary paperwork. When a Monday docket is moved to a later date due to a Monday holiday, contracting Attorneys are responsible to appear for their docketed cases on that later date. The Court will excuse from attendance on that later date any contracting Attorney with an emergency due to illness or unavoidable travel delay. Attorneys should check the court holiday schedule in 2024 and the remainder of the contractual term and plan to be available on the Tuesdays following Monday court holidays.

11. **DUTY TO COOPERATE.** At all times hereunder, Attorney shall reasonably cooperate with the Court, the Clerk of the District Court, and the District Court Administrator on matters of scheduling court appearances, returning phone calls and responding to correspondence, all of which relates to Attorney's availability under the terms of this Agreement. Attorney's failure or refusal to so reasonably cooperate shall be considered sufficient ground for immediate termination of this Agreement, in the sole discretion of Riley County.
12. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All Agreement promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names Riley County as a party, Attorney agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve Riley County's objectives of this provision.
13. **CASH BASIS AND BUDGET LAWS.** The right of Riley County to enter into the Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Agreement shall be construed and interpreted so as to ensure that Riley County shall at all times stay in conformity with such laws, and as a condition of the Agreement Riley County reserves the right to unilaterally terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws. Riley County retains the sole option to review this Agreement at the end of each 1-year term.
14. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise

effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of Riley County, Kansas.

15. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Riley County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Riley County does not agree to pay attorney fees or late payment charges.
16. **ASSIGNMENT.** Neither the Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by Attorney without the prior written consent of Riley County.
17. **SUBCONTRACTING.** None of the work or services covered by the Agreement shall be subcontracted by Attorney.
18. **RECORDS, REPORTS AND INSPECTION.**
 - 18.1 Documentation of Costs. All costs incurred by Attorney for which Attorney purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible to both parties to the Agreement.
 - 18.2 Maintenance of Records. Except as otherwise authorized by Riley County, Attorney shall retain such documentation for a period of three (3) years after Attorney's receipt of the final payment under the Agreement, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.
19. **METHOD OF BILLING AND PAYMENT.**
 - 19.1 Billing Procedures. Attorney agrees that billings and payments under the Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of vouchers and time records, and the amount of payment shall not exceed the maximum amount allowed by the Agreement.
 - 19.2 Support Documentation. Billing shall be supported with documentation required by Riley County including, but not necessarily limited to, that documentation described in paragraph 18, above.
 - 19.3 Reimbursement Restrictions. Payments shall be made to Attorney only for items and services provided to support the Agreement purpose when such items and services are specifically authorized by the Agreement. Riley County reserves the right to disallow reimbursement for any item or service billed by Attorney if Riley County believes that such item or service was not provided to support the Agreement purpose or was not authorized by the Agreement.
 - 19.4 Pre-disbursement Requirements. Attorney must provide to Riley County the documentation required pursuant to the Agreement prior to any disbursements being made by Riley County to Attorney.
 - 19.5 Mailing Address. Payments shall be mailed to Attorney's address as provided by Attorney.

20. **LICENSES, PERMITS, INSURANCE.** Attorney shall maintain all licenses, permits, and certifications required by federal, state or local authority for carrying out the Agreement. Attorney shall notify Riley County immediately if any required license, permit, or certification is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Agreement by Riley County, in Riley County's sole discretion.
21. **PUBLIC DOCUMENTS.** It is agreed that the Agreement, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **SURVIVABILITY.** The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

**BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS**

By: _____
John Ford, Chairman

ATTORNEY

Signature 
Print Name Lucas Perz

ATTEST:

Rich Vargo, Riley County Clerk

(SEAL)

APPROVED AS TO FORM:

Clancy Holeman
Riley Countr Counselor

Attachment: Indigent Defense Services Contracts - 6 Attorneys (15310 : Indigent Defense Panel Contracts)

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter "Riley County") and, an attorney (hereinafter "Attorney") licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the _____ day of _____ 2024.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter "Court Administrator") is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT.** Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:
 - A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
 - B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
 - C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
 - D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.
 - F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.
 - G. Attorney shall be competent to act as counsel in all of the above-described categories.
2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services

provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.

3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for the term described in this paragraph, at the compensation level set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence only when six individual attorneys acceptable to Riley County have signed fully executed contracts with Riley County. This Agreement shall terminate on December 31, 2026, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

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21. **PUBLIC DOCUMENTS.** It is agreed that the Agreement, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk, and will be open to public inspection.
22. **SURVIVABILITY.** The following numbered paragraphs and all subparts thereof shall survive termination of this Agreement: 3.3, 8, 12, 15, 18, 19, 21, and 22.

**BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS**

By: _____
John Ford, Chairman

ATTORNEY

Signature _____

Print Name Melissa Richards

ATTEST:

Rich Vargo, Riley County Clerk

(SEAL)

Attachment: Indigent Defense Services Contracts - 6 Attorneys (15310 : Indigent Defense Panel Contracts)

APPROVED AS TO FORM:

Clancy Holeman
Riley Countr Counselor

Attachment: Indigent Defense Services Contracts - 6 Attorneys (15310 : Indigent Defense Panel Contracts)

AGREEMENT

This is an Agreement between Riley County, acting through the Board of Commissioners of Riley County, Kansas, (hereinafter "Riley County") and, an attorney (hereinafter "Attorney") licensed to practice law in the State of Kansas and currently practicing in Riley County which is entered into on the _____ day of _____ 2024.

RECITALS

Riley County desires to contract with Attorney to provide legal services in Riley County for certain cases in which attorneys must be appointed to represent individuals in actions filed in the District Court of Riley County, Kansas. Attorney desires to provide such service pursuant to the terms and conditions set forth in this agreement. The Riley County District Court Administrator (hereinafter "Court Administrator") is hereby designated the daily Administrator of this Agreement. In consideration of the promises and conditions set forth the parties agree as follows:

1. **SCOPE OF AGREEMENT.** Attorney shall not provide representation under this Agreement for Off Grid or Level I juvenile felony offenses. Attorney shall provide legal services in Riley County in cases filed in Riley County in the following categories:
 - A. Representation of individuals charged with misdemeanors and traffic offenses in which the District Court is required to appoint an Attorney.
 - B. Representation of individuals involved in District Court actions filed pursuant to the Code for the Care of Children in which the District Court is required to appoint an Attorney or Guardian ad Litem.
 - C. Representation of individuals involved in District Court actions filed pursuant to the Kansas Juvenile Offenders Code in which the District Court is required to appoint an Attorney.
 - D. Representation of individuals involved in District Court actions filed pursuant to the Code of Care and Treatment of Mentally Ill persons in which the District Court is required to appoint an Attorney.
 - E. Representation of individuals involved in District Court actions filed pursuant to the Code for Alcoholism and Intoxication Treatment in which the District Court is required to appoint an Attorney.
 - F. Representation of individuals in child support enforcement contempt cases wherein incarceration is possible and the Court is required to appoint counsel.
 - G. Attorney shall be competent to act as counsel in all of the above-described categories.

2. **DETERMINATION OF ELIGIBILITY.** Determination of whether clients shall be eligible for the services

provided under the terms of this agreement will be made by the District Judges of the 21st Judicial District of Kansas.

3. **TERM.** In order to promote budgeting certainty for Riley County, this Agreement is for the term described in this paragraph, at the compensation level set out herein, unless the Agreement is otherwise terminated by either party as provided herein. This Agreement shall commence only when six individual attorneys acceptable to Riley County have signed fully executed contracts with Riley County. This Agreement shall terminate on December 31, 2026, unless the Agreement is otherwise terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

3.1 **Termination for Cause.** If Attorney shall fail to fulfill in a timely and proper manner their obligations under the Agreement, or if Attorney shall violate any of the terms, covenants, conditions, or stipulations of the Agreement, Riley County shall thereupon have the right to terminate the Agreement by promptly giving written notice to Attorney of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Agreement and any appendices, exhibits or amendments thereto, if any. Notwithstanding the above, Attorney shall not be relieved of liability to Riley County by virtue of any breach of the Agreement by Attorney.

3.2 **Termination for Convenience.** Riley County may terminate the Agreement in whole or in part, upon thirty (30) days written notice to Attorney, stating the effective date of the termination for convenience.

3.3 **Payment Calculation Upon Termination.** In the event of termination under the Agreement by either party, any amount owed Attorney will be calculated based solely upon payment for fair value of acceptable services provided by Attorney pursuant to all Agreement terms, to the point of termination, which fair value is not the subject of a good faith dispute. The fair value of such acceptable services shall be determined in the sole discretion of Riley County.

4. **COMPENSATION OF ATTORNEYS.** For the services to be performed under the terms of this Agreement, Riley County will pay to Attorney the total sum of \$6,833.34 per month, which represents \$82,000 annually. Attorney will also be reimbursed internet searches in "child in need of care" cases to locate parties; out-of-county mileage and out-of-county meals limited to the maximum mileage and meal expenses described in the Riley County Personnel Policies and Guidelines; along with the cost of internet searches in "child in need of care" cases to locate parties; and discovery expenses related to copying discs supplied by the Riley County Attorney's Office; to the extent all such expenses are related to and are documented by Attorney to be directly related to services provided hereunder. (See paragraphs 18, 19, herein.)

4.1 All monthly requests for payment, including expenses, shall be submitted by vouchers by the 4th of each month in a format to be approved by and acceptable to the Court Administrator of the 21st Judicial District who shall, in turn, submit the vouchers to the Clerk of Riley County. The vouchers must be submitted in accordance with a time schedule prepared by the Riley County Clerk if they are to be paid in the next Riley County pay period.

- 4.2 Continuing Legal Education Reimbursement. In addition to the compensation set forth above, Attorney will be reimbursed for up to \$150.00 actual expenses for registration, mileage and meals for obtaining the continuing legal education hours required by Kansas Administrative Order No. 100, which Order requires six (6) hours of CLE specifically for "Child in Need of Care" representation and/or service as a Guardian ad Litem. Such mileage and meal reimbursement shall be limited to such CLE when it can only be obtained outside Riley County. Attorney shall make reasonable efforts to obtain such CLE within Riley County and thereby avoid the need for meal and mileage reimbursement.
- 4.3 Expert Witnesses and Forensic Experts. Expert witnesses and forensic experts may be employed with the approval of the District Court. The approval shall include the individual to be employed, the purpose for which employed and the maximum to be compensated for the service.
- 4.4 Appeals. The aggregate sum of \$10,000.00 will be budgeted by Riley County for additional expenses incurred by all six Attorneys as a result of appeals to the Kansas appellate court system. Within the limits of that sum, Attorney will be paid at the rate of \$100.00 per hour for all work and appearances in conjunction with an appeal. The maximum aggregate amount that will be paid by the County per case for legal services shall be \$3,500.00. That maximum aggregate amount per case may only be exceeded if additional costs are approved by the district court prior to submission to the county. Necessary expenses such as mileage and copying shall also be paid in addition to monthly compensation. Vouchers for payment of appellate work and expenses in connection therewith shall be submitted to and approved by the District Court Administrator for the 21st Judicial District and submitted in turn to the Clerk of Riley County.
- 4.5 Child Support Calculation Software. Attorney will be reimbursed up to \$210 annually or ½ of the total cost (whichever amount is greater), but not exceeding a total cost of \$500, for purchase of software necessary for calculation of child support amounts in Child in Need of Care cases assigned pursuant to this Agreement. Adequate supporting documentation must be submitted prior to reimbursement. Upon termination of Attorney's services under this Agreement, the software purchased will be provided to any remaining Attorney or the Court Administrator for distribution to the replacement member. When the software is provided to the remaining Attorney or the Court Administrator, exiting Attorney will be paid for any unreimbursed portion of the software cost previously paid by the exiting Attorney in that calendar year, up to a maximum of \$210.00 or ½ of the total cost Attorney paid (whichever amount is greater) but not exceeding a total cost of \$500.

5. **NATURE OF RELATIONSHIP.** Nothing in this Agreement shall be construed to suggest that Attorney, by entering into the Agreement, has entered into a partnership, joint venture or other relationship with any other Attorney who has contracted with Riley County to perform like services. It is agreed that the legal relationship between Attorney and Riley County is of a contractual nature. Both parties assert and believe that Attorney is acting as an independent contractor in providing the services and performing the duties required by Riley County hereunder. Attorney is at all times acting as an independent contractor and not as an officer, agent, or employee of Riley County. As an independent contractor, Attorney, and employees of Attorney, will not be within the protection or coverage of Riley County's worker's compensation insurance, or any other insurance, including but not limited to any liability insurance coverage

provided Riley County, nor shall Attorney, and employees of Attorney, be entitled to any current or future benefits provided to employees of Riley County. Further, Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by Riley County to Attorney. Attorney shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Attorney's sole expense, except as explicitly described otherwise herein.

6. **TIME RECORDS.** Attorney shall maintain their written records of time spent in court and for out of court activities in preparation for and in conducting trial work for any assigned cases. These records shall be submitted in a format approved by and acceptable to the Court Administrator and shall be submitted to the Court Administrator once every month at the same time that Attorney's vouchers for payment are submitted. Court Administrator shall submit monthly a copy of such time records to the Clerk of Riley County.
7. **STANDARDS.** Attorney must be licensed to practice law in the State of Kansas and must be willing to practice in Riley County. Attorney shall provide services to all clients in a professional, skilled manner consistent with the minimum standards set forth by the Bar of the State of Kansas, the Rules of Professional Conduct, and case law and applicable court rules defining the duties of counsel and the rights of clients in assigned cases. Attorney shall consult with clients prior to trial or disposition of any matter and shall be sufficiently available to clients to provide for effective representation. Services provided shall include assumption of responsibility for any cases pending on the effective date of the agreement and which are assigned to Attorney by order of the court. At the conclusion of the agreement, unless the agreement is renewed, Attorney will withdraw from any and all pending cases by written motion and order unless retained by the party represented or the court orders that representation by the individual Attorney continue. In the event the Court orders representation continue after an attorney has withdrawn, the attorney shall be paid at the rate of \$80 per hour for all services related to the case and expenses. Unless this Agreement has been terminated, Attorney, once appointed, shall remain attorney of record until their withdrawal has been approved pursuant to an order issued by the District Court Division where such case is assigned.
8. **RETENTION OF FILES.** Attorney shall provide for retention of client files in a manner that affords protection of the clients' confidentiality interest for a period of not less than five years after the conclusion of the case.
9. **REPLACEMENT OF ATTORNEY/TERMINATION/RESIGNATION.** In the event Attorney is unable or unwilling to complete Attorney's obligations under this agreement, Attorney may be replaced immediately by Riley

County by an Attorney acceptable to Riley County. No competitive proposal for any such replacement Attorney is necessary. Any Attorney so replaced, or any Attorney who resigns from their responsibilities hereunder is not entitled to the payments described hereunder following the date of termination, unless such payments relate to work performed in conformity to all terms of the Agreement prior to termination, or prior to the effective date of Attorney's resignation. Resigning Attorney shall submit to the Court Administrator a written resignation with an effective date no less than thirty (30) calendar days from such notice. Termination shall be effective on the date identified by Riley County in any notice of termination, whether such notice is verbal or written. Attorneys remaining on contract at the time such replacement is being considered may submit their individual or group recommendations for a replacement to Riley County in writing to the Riley County Counselor. Riley County may consult with the Court Administrator or the remaining attorneys regarding selection of a replacement attorney. It is solely the option of Riley County to select replacement attorneys, and the recommendations described are not binding on Riley County.

10. **ASSIGNMENT OF ATTORNEY.** Cases shall be assigned to Attorney by the Clerk of the District Court, or by court order. The District Court and all contracting attorneys may agree on any method of assignment of cases so long as the amount of work is equally, or near equally, divided between the six contracting attorneys. The assigned Attorney shall have the total responsibility for the case and shall appear on behalf of the client in all court matters, with the following limited exception: In the event of a scheduling conflict for Attorney, if minor court matters are involved, such as status checks or trial settings, Attorney may, with prior approval of the assigned District Court Judge, not appear personally. Otherwise, if Attorney will not personally appear, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute Attorney within the group of six attorneys contracting to provide like services hereunder. It is not the responsibility of the court administrator or district court clerk or county counselor to provide that substitute attorney. If Attorney is unable to provide a substitute attorney within the group of six assigned to provide like services hereunder, Attorney is solely responsible to make arrangements for the appearance of a qualified substitute attorney not within the group of six contracting attorneys. Attorney shall notify the District Court Administrator and the assigned District Court Judge of that substitution, within a reasonable period of time.
 - 10.1 Payment for substitute attorneys providing coverage for a contracting Attorney under this provision shall be solely the responsibility of the County.
 - 10.2 A contracting Attorney shall remain available for the dockets to which they have cases assigned absent advance approval of the Riley County District Court Judge hearing that contracting Attorney's assigned cases.
 - a) Upon approval of the District Court Judge of the Attorney's absence from an assigned docket the Clerk of

the District Court will be notified by the Attorney.

- b) After such notification, the Clerk of the District Court will not place any cases assigned to the contracting Attorney on that approved date. If after such approval and notification, a case is set in the Twenty-First Judicial District on a date which the contracting Attorney had obtained approval to be absent from a docket, the assigned contracting Attorney shall be responsible for moving the matter, notification and any necessary paperwork. When a Monday docket is moved to a later date due to a Monday holiday, contracting Attorneys are responsible to appear for their docketed cases on that later date. The Court will excuse from attendance on that later date any contracting Attorney with an emergency due to illness or unavoidable travel delay. Attorneys should check the court holiday schedule in 2024 and the remainder of the contractual term and plan to be available on the Tuesdays following Monday court holidays.

11. **DUTY TO COOPERATE.** At all times hereunder, Attorney shall reasonably cooperate with the Court, the Clerk of the District Court, and the District Court Administrator on matters of scheduling court appearances, returning phone calls and responding to correspondence, all of which relates to Attorney's availability under the terms of this Agreement. Attorney's failure or refusal to so reasonably cooperate shall be considered sufficient ground for immediate termination of this Agreement, in the sole discretion of Riley County.
12. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All Agreement promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names Riley County as a party, Attorney agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve Riley County's objectives of this provision.
13. **CASH BASIS AND BUDGET LAWS.** The right of Riley County to enter into the Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Agreement shall be construed and interpreted so as to ensure that Riley County shall at all times stay in conformity with such laws, and as a condition of the Agreement Riley County reserves the right to unilaterally terminate the Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws. Riley County retains the sole option to review this Agreement at the end of each 1-year term.
14. **ACCEPTANCE OF AGREEMENT.** This Agreement shall not be considered accepted, approved or otherwise

effective until the required approvals and certifications have been given and this is signed by the Board of County Commissioners of Riley County, Kansas.

15. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Riley County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, Riley County does not agree to pay attorney fees or late payment charges.
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**BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS**

By: _____
John Ford, Chairman

ATTORNEY

Signature Rebecca R. Rookstool
Print Name Rebecca R. Rookstool

ATTEST:

Rich Vargo, Riley County Clerk

(SEAL)

APPROVED AS TO FORM:

Clancy Holeman
Riley Countr Counselor

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