



**Board of Riley County
Commissioners
Regular Meeting
Agenda
January 28, 2021**

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. Approve Purchase Authorization for Planning & Development replacement vehicle
4. Review and sign Appraiser's Real Estate Sales Data Search Service Agreement and Contractual Provisions for Kelsey Adams of Prestige Realty
5. Sign Riley County Personnel Action Forms
6. Approve payroll/accounts payables (when completed)

Review Minutes

7. Board of Riley County Commissioners - Regular Meeting - Jan 25, 2021 8:30 AM

Review Tentative Agenda

8. Tentative Agenda

Press Conference Topics

9. Discuss Press Conference

9:00 AM

Barry Wilkerson, County Attorney

10. Staff update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

11. Administrative Work Session

9:35 AM

Kevin Howser, IT/GIS Director

12. IT/GIS Staff Update - January 2021

9:50 AM**Shelly Williams, Community Corrections Director (Zoom)**

13. Staff Update + Electronic Monitoring Contract
14. Staff Update + ImageQUEST Contract
15. Staff Update + Drug Testing Contract

10:05 AM**John Ellermann, Public Works Director/County Engineer**

16. Request to fill vacant Administrative Clerk II-Utilities position
17. First Christian Church Asbestos Removal

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.



PLANNING & DEVELOPMENT
Purchase

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

COMMISSION AGENDA REPORT

FROM: Amanda Smeller, Planning Director

MEETING: January 28, 2021

SUBJECT: Approve Purchase Authorization for Planning & Development replacement vehicle

PRESENTER: Amanda Smeller, Planning Director

Attached is the Purchase Authorization Form for Planning and Development's replacement vehicle. The Board of County Commissioners approved the use of CIP funding in the approximate amount of \$25,000 at their meeting on January 14, 2021. The CIP authorization form was presented during the business meeting at the January 25, 2021 BOCC meeting.

The replacement vehicle is a 2020 Dodge Ram 1500 Quad Cab 4x4. We will have a bed cover installed separately after the purchase of the vehicle. Both the vehicle and bed cover fall within the \$25,000 cost.

POSSIBLE MOTION(S)

Move to approve the Purchase Authorization as presented.

Enclosures:

- Signed Purchase Authorization (PDF)

RILEY COUNTY

PURCHASE AUTHORIZATION NO _____

Department Planning & Development Date 1/25/2021Estimated Cost \$25,000 Fund CIPDescription: Replacement vehicle and bed cover.New _____ Replacement X

Procurement Type

_____ Competitive Sealed Bid, Board of County Commission opens

_____ Competitive Proposal submitted to Board of County Commission

X Sole Source (exempt) by Department Head

_____ Emergency by Department Head

_____ Used Equipment (exempt) by Department Head

2.204 Small Purchases.

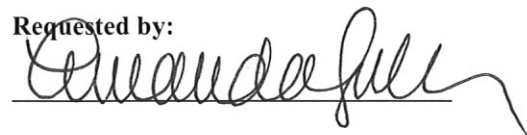
(1) Any non-office technology related procurement valued at less than \$10,000.00 may be made in accordance with small purchase procedures, provided, however, that procurement requirements shall not be artificially divided so as to constitute a small purchase under this Section. Small purchase procedures require the Department Head to approve any purchase ranging in size from no cost, to \$10,000.00. Competitive bidding is not required for small purchases, but the purchaser will attempt to purchase the least expensive item available.

(2) All office technology related purchases, to include, but not be limited to all hardware, software, and peripheral devices shall be ordered and purchased by the Information Systems Department. Purchases made from funds other than the General Fund shall be approved and ordered by the Information Systems Department, with the actual purchase being paid out of the appropriate funds. The Information Systems Department shall coordinate these office technology-related purchases to ensure that uniform, standardized, and necessary equipment is purchased, to obtain competitive pricing, and schedule installation of the new equipment. Exceptions to this requirement include cables, printer cartridges, and other consumable goods, which the Information Systems Department will assist with, if the Department Head so wishes.

4.402 Professional Services.

(1) Applicability. Professional services shall be procured as provided in this Section except when the cost of such services is less than \$10,000 or when a state of emergency exists.

Requested by:



Approved by:

Chairman, Board of County Commissioners

ATTEST:

Member_____
County Clerk_____
Member_____
Date

Attachment: Signed Purchase Authorization (10445 : Vehicle Purchase Authorization)



COUNTY APPRAISER'S OFFICE
Agreement

Greg McHenry
County Appraiser
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6310

COMMISSION AGENDA REPORT

FROM: Lisa McAdams

MEETING: January 28, 2021

SUBJECT: Review and sign Appraiser's Real Estate Sales Data Search Service Agreement and Contractual Provisions for Kelsey Adams of Prestige Realty

PRESENTER: Greg McHenry

POSSIBLE MOTION(S)

Move to approve Review and sign Appraiser's Real Estate Sales Data Search Service Agreement and Contractual Provisions for Kelsey Adams of Prestige Realty

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Adams (PDF)

REAL ESTATE SALES DATA SEARCH SERVICE AGREEMENT

This Real Estate Sales Data Search Service Agreement is made and entered into this 20th day of January, 2021 by and between Riley County, Kansas, a municipal government under the laws of the State of Kansas, by and through the County ("County"), the County Appraiser ("Appraiser") and Kelsey Adams with its principal offices located at 217 N Washington St, Junction ("Member").
City, KS 66441

WHEREAS, Appraiser has developed an Internet site whereby persons authorized by K.S.A. 79-1437f can access Riley County real estate sales information; and

WHEREAS, Appraiser has authority to enter into on-line access agreements to provide access to the forgoing records, and Appraiser accepts responsibility for daily management of this Agreement; and

WHEREAS, Member is an authorized person under K.S.A. 79-1437f and has requested access to the real estate sales data on the Appraiser's internet site, and desires to do so at a price sufficient to permit County to recover its costs of labor and material, as well as depreciation of equipment; and

WHEREAS, the County and Member desire to enter into an agreement for access to images of real estate sales data on the Appraiser's internet site.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the County and Member agree as follows:

1. Services

- 1.1. The County Agrees to provide on-line access to electronic images of Riley County real estate sales information to Member pursuant to the terms and conditions stated in the Agreement (the "Agreement"). Member shall access the images via Appraiser's web site ("web site") through the use of a user ID and password. The County will provide reasonable maintenance and support to the web site. No other services are provided under this Agreement. The images of real estate sales information provided through the Service will include the information obtained from the real estate sales validation questionnaires required by K.S.A. 79-1437c.
- 1.2. Member is responsible for establishing, providing and maintaining its own connection to Appraiser's web site.
- 1.3. Member acknowledges and agrees that the Appraiser's web site was developed by and is solely owned by the County and that it will remain the exclusive property of the County.

2. Fees and Payments

- 2.1. Member has two payment options for accessing the Appraiser's web site. The Member agrees to pay based on one form of access chosen below **(Check appropriate box)**.

 Site license. This allows unlimited Member employees access to Appraiser's web site. The annual charge is \$575.

RECEIVED

JAN 20 2021

RILEY COUNTY
APPRAISERS

✓ **Individual user license.** This allows a single user unlimited access to Appraiser's web site. The annual charge is \$190. If this option is chosen, each individual user who needs access will be required to pay for a license, for example; 3 users need access (3 x \$190 = \$570). **Each individual user will need to sign an Agreement.**

Member agrees to pay the annual service fee on or before January 1 of each successive year.

Payment for the first calendar year of service is due in full upon signing of this Agreement, regardless of the date of the Agreement. All notices and payments shall be returned to:

**Riley County Appraiser's Office
110 Courthouse Plaza B302
Manhattan, KS 66502**

- 2.2. If a Member chooses the Individual user license option, but abuses the license option but shares (intentionally or accidentally) the username and password with other users, access to the Appraiser's web site will be suspended and will not be reinstated until a new Agreement, acceptable to County, is signed and an additional \$500 site license option is paid.
 - 2.3. County expressly reserves the right to increase the fees set forth above, in its sole discretion. County shall provide to Member thirty (30) days advance written notice of any such increase and Member shall have the option of terminating the Agreement within the thirty (30) day notice period. County shall terminate service to Member on December 31 of the year the Member provides formal written notice to County to terminate agreement, if Member has paid annual service access fee for that calendar year. If Member provides formal written notice to terminate agreement after January 1, without payment of the annual service access for that year, County shall immediately terminate service.
 - 2.4. Services may be reinstated to a terminated Member, at the sole discretion of County, following the signing of a new agreement and payment of the annual service access fee.
3. **Illegal Provisions**
 - 3.1. If any provision of this Agreement shall be declared to be illegal, void, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected, but shall remain in full force and effect.
 4. **Interruption of Service**
 - 4.1. Appraiser's office shall make reasonable efforts to provide adequate and uninterrupted service under the terms hereof. However, Appraiser and County shall not be liable for interruption of service or delays in providing access to the information described herein. The images provided may not be true, complete and accurate. Member will indemnify and

hold harmless hereunder Appraiser and County for any third party claims that the images hereunder were or are not true, complete or accurate. Periodic maintenance shall take place whenever deemed necessary at the sole direction of County, Appraiser, or the Information Systems department of County.

5. **Member's Responsibilities and Certification**

- 5.1. The receipt of data through the Appraiser's web site is a privilege, not a right and that the use or misuse of this information for unlawful purposes may result in the revocation of access of Member at any time.
- 5.2. The Member acknowledges and agrees that only those persons authorized by K.S.A. 79-1437f to access the service, including the data contained in the real estate sales validation questionnaires, because Member is one of the following persons or entities and will use the data for one of the following purposes **(Check all appropriate boxes)**.
- ☐ K.S.A. 79-1437f (d) appraiser licensed or certified pursuant to K.S.A. 58-4101 et seq., and amendments thereto, for appraisal or property and preparation of appraisal reports;
- ☐ K.S.A. 79-1437f (e) financial institutions for conducting appraisals as required by federal and state regulators;
- ☒ K.S.A. 79-1437f (i) a person licensed pursuant to the real estate brokers' and salespersons' act for purposes of fulfilling their fiduciary duties to clients and providing information on market value of property to clients.
- 5.3. Member agrees that its use of the service and of information obtained through the service will be solely for purposes authorized by K.S.A. 79-1437f and that the information obtained from the service will not be released, distributed, or exchanged with other persons or entities unless otherwise authorized by law.
- 5.4. If Member's status changes, K.S.A. 79-1437f is amended or repealed, or if for any other reason Member is no longer authorized under K.S.A. 1437f to access the contents of real estate sales validation questionnaires, Member shall immediately notify the County and this Agreement shall automatically terminate without further notice. There will not be a proration of fees in the event of termination prior to the end of the contract year.
- 5.5. Member is solely responsible for its activities hereunder. Member is also solely responsible for any unauthorized access or use, by means of Member's password, or username; and shall hold harmless and indemnify both the County and Appraiser for any claims made based on such unauthorized use or access. Member agrees that it will not act hereunder for any illegal purpose, in infringement or copyright, trademark, intellectual property or proprietary rights or laws, or in any manner or for any purpose that interferes with or disrupts other users, services, or equipment.
- 5.6. The County shall provide to Member a user ID and password accessing the information described herein. Member is solely responsible for managing its user ID and password. Member shall take all necessary and appropriate security measures to insure that Member's user ID and password is not disclosed to other persons or entities. Member shall not

share, loan, assign, transfer, or release its user ID and password to any other person or entity.

- 5.7. The County reserves the right to take all reasonable and necessary steps to protect the security of Riley County data from account abuse, or if account security has been compromised.
- 5.8. Member agrees that it will not use the data and information obtained through the Service for the purpose of selling or offering for sale any property or service to any person listed or to any person who resides at any address listed in such data, nor will Member sell, give or otherwise make available to any person any list of names or addresses contained in or derived from such data for the purpose of allowing that person to sell or offer for sale any property or service to any person listed or to any person who resides at any address listed. Member has read K.S.A. 45-220 (Attachment 'A') and K.S.A. 21-3914 (Attachment 'B') regarding the prohibition against using data for direct or indirect solicitation and agrees to comply with all applicable laws regarding use of the data and information obtained through the this Agreement.

6. **Disclaimer of Warranties**

- 6.1. The County shall operate and maintain that web site, contingent upon the County's network and equipment capacity, and connection availability. Member acknowledges and agrees that the County does not operate or control the internet, or the World Wide Web.
- 6.2. The County expressly disclaims any express or implied warranties, representations, or endorsements regarding any information, products, or services provided pursuant to this Agreement or through the web site. Member acknowledges and agrees that the web site is for informational purposes only. The information, products, or services provided pursuant to this Agreement or through the web site are provided on an "as is" and "as available" basis without warranties of any kind, express or implied, and including but not limited to warranties of title, no infringement, or implied warranties of merchantability or fitness for a particular purpose. No advice or information given by the County's employees, agents, or contractors shall create a warranty. Under no circumstances shall the County be liable for any direct, indirect, incidental, special, punitive, or consequential damages or losses that result from Member's use of or inability to access any part of the web site or Member's reliance on or use of information, products, or services provided on or through the web site or that result from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, delays in operation or transmission, computer viruses, or any failure of performance.

7. **Termination**

- 7.1. The Agreement shall commence on the execution date of their contract and continue thereafter annually from January 1st of each year until termination by either part as provided herein. Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party. Upon submission of such notice, this Agreement shall terminate at the conclusion of the thirty-day notice period. There will not be a pro-ration of fees in the event of termination prior to the end of the contract year.

8. **Miscellaneous**

- 8.1. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein.
- 8.2. This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof.
- 8.3. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing.
- 8.4. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.
- 8.5. Member shall not assign, transfer, convey, sublet, resell or otherwise dispose of this Agreement or any of the rights and obligations hereunder without the prior written consent of the County.

MEMBER**BOARD OF COMMISSIONERS OF
RILEY COUNTY, KANSAS**By (Print): Kelsey AdamsSignature: Kelsey AdamsTitle: REALTORDate: 1/20/21Phone Number: 785-307-1882

Fax Number: _____

E-Mail: Kelsey@prestigeevolution.comEstimated # of Users: 1_____
John Ford, Chairman

Approved:

By: Greg McHenry
Greg McHenry, Riley County AppraiserDate: 1-20-21

Attachment: Adams (10257 : Appraiser Website agreement with Kelsey Adams)

Attachment A to "Contract" Between Riley County (hereinafter "County"), and
Kelsey Adams (hereinafter "Member").

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the 20 day of January, 2021

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **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 the contract 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 contractual 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 County as a party, Member 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 County's objectives of this provision.
3. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**
 - 3.1 **Service Standards and Procedures.** Member shall perform the services set forth in the Contract in compliance with applicable standards and procedures specified in the Contract.
 - 3.2 **Compliance With Law.** Member shall comply with all applicable local, state and federal laws and regulations, in carrying out the Contract, regardless of whether those legal requirements are specifically referenced in the Contract.
4. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract 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 Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws.

Attachment: Adams (10257 : Appraiser Website agreement with Kelsey Adams)

5. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with its Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Member. In the event of such termination, County agrees to give written notice of termination to Member. With regard to equipment, leased or otherwise, provided to County under the contract, if lawful, County will pay to the Member all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by County, title to and possession of any equipment purchased by the County under contract, but not fully paid for, shall revert to Member at the end of County's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Member.

6. **ANTI-DISCRIMINATION CLAUSE.**

In carrying out the Contract, Member shall comply with K.S.A. 44-1001 *et seq.*

6.1 Member shall observe the provisions of the Kansas act against discrimination and the Kansas age discrimination in employment act, and shall not discriminate against any person in the performance of work under the Contract because of race, religion, color, sex, disability, national origin, ancestry, or age.

6.2 In all solicitations or advertisements for employees, Member shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

6.3 If Member fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Member shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.

6.4 If Member is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Member shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.

6.5 Member shall include the provisions of paragraphs 6.1 through 6.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such sub Member of Member.

6.6 Parties to the contract understand that this paragraph number 6 is not applicable if Member employs fewer than four employees or if Member's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

7. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.

8. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges; and no provisions will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
9. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Member thereby represents that such person is duly authorized by Member to execute the document on behalf of Member and Member agrees to be bound by the provisions thereof. Member shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
10. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Member for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
11. **NO INSURANCE PROVIDED BY COUNTY.** The County shall not be required to purchase, any insurance against loss or damage to any personal property to which the contract relates, nor shall the contract require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to any applicable provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Member shall bear the risk of any loss or damage to any personal property to which Member holds title.
12. **TERM AND TERMINATION.**

12.1 Term. This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.

12.2 Termination for Cause. If Member shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Member shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Member 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 Contract and any appendices, exhibits or amendments thereto, if any.

Notwithstanding the above, Member shall not be relieved of liability to County by virtue of any breach of the Contract by Member.

12.3 Termination for Convenience. County may terminate the Contract in whole or in part, upon thirty (30) days written notice to Member, stating the effective date of the termination for convenience.

12.4 Payment Calculation Upon Termination. In the event of termination under the Contract by either party, any amount owed Member will be calculated based solely upon payment for fair value of acceptable services provided by Member to the point of termination, which fair value is not the subject of a good faith dispute.

13. **PERSONNEL.**

13.1 Qualified Personnel. Member represents that it has, or shall secure at its own expense, all personnel required in performing the services under the Contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Contract.

13.2 Minimum Wages. Member will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

13.3 Employee Conflict of Interest. Member shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

14. **PROHIBITION OF CONFLICTS OF INTEREST.**

14.1 Interest of Public Officials and Others. No officer or employee of Riley County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall participate in any decision relating to the Contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of Riley County or any member of its governing body or other public official have any interest, direct or indirect, in the Contract or the proceeds thereof.

A. Interest of Member. Member covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Contract.

B. Notice to Bidders. Requests for proposal or invitations for bid issued by Member to implement the Contract will provide notice to prospective bidders that Riley County's conflict of interest provision is applicable and that prospective bidders who develop or draft specifications, requirements, statements of work and/or RFPs for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

15. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

16. **SUBCONTRACTING.** None of the work or services covered by the Contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and the Contractual Provisions Attachment.

17. **LICENSES AND PERMITS.** Member shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Member shall notify County immediately if any required

license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation or cancellation of the Contract by County, in County's sole discretion.

18. **PUBLIC DOCUMENTS.** It is agreed that the Contract, 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.
19. **MERGER/SALE/TRANSFER OF MEMBER ASSETS.** Member will notify County in writing at least thirty (30) calendar days in advance of Member's merger with any other business entity, or of any sale or other transfer of Member's assets to any other business entity. In the event of any such merger, sale or other transfer of Member assets, Member will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Member assets. After such merger, sale or other transfer of Member assets, Member will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Member under this Contract.
20. **SURVIVABILITY.** All paragraphs and all subparts thereof shall survive termination of this Agreement.

Member Name

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: Kesley Adams

By: _____
John Ford, Chairman

Date: 1/20/21

Date: _____

ATTEST:

Rich Vargo, County Clerk

Date: _____

Approved as to Form

Attachment: Adams (10257 : Appraiser Website agreement with Kesley Adams)

By: _____
Clancy Holeman, Riley County Counselor

Date: _____

KANSAS REAL ESTATE COMMISSION
JAYHAWK TOWER
700 SW JACKSON ST. SUITE 404
TOPEKA, KANSAS 66603-3785
PHONE #: (785) 296-3411
FAX #: (785) 296-1771
WEB SITE: www.krec.ks.gov
EMAIL: krec@ks.gov

JUST A REMINDER! K.A.R. 86-3-15 REQUIRES THAT ANY CHANGE
OF LICENSEE NAME OR RESIDENCE ADDRESS BE REPORTED TO THE
COMMISSION, IN WRITING, WITHIN (10) DAYS

**STATE OF KANSAS
REAL ESTATE COMMISSION**
Proof of Licensure

THIS IS TO CERTIFY THAT THE INDIVIDUAL NAMED BELOW IS
AUTHORIZED TO PRACTICE AS INDICATED.

KELSEY ADAMS
SALESPERSON 00236212

ISSUE DATE: 05/28/2015
RENEWAL DATE: 10/31/2022
EXPIRATION DATE: 11/01/2022

SIGNATURE

Attachment: Adams (10257 : Appraiser Website agreement with Kesley Adams)



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 Resource Manager

MEETING: January 28, 2021

SUBJECT: Sign Riley County Personnel Action Forms

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-01 S Thaemert Sunflower Intern (green) (PDF)
- 2021-01 D Parcel Contact Tracer (green) (PDF)
- 2021-01 B Jader Contact Tracer (green) (PDF)
- 2021-01 J House PW Operator I (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date 1/22/21
☒ Change		Employee #

☐ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☒ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☐ Full Time	☐ Regular	☒ As-Needed	☐ Seasonal
☐ Part Time	☒ Grant Funded	☐ Intern	☐ Temporary

Thaemert	Savannah		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Sunflower Grant Inter	HD	30-445
Position Title	Department	Fund

1/20/21	☐ Exempt	☒ Non-Exempt		☐ Yes	☒ No
Effective Date			Ending Date For Temporary	Is this a budgeted position?	

B	9	\$15.49	☒ Hour	\$	☐ Month	☐ 40	☒ up to 40
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

internship completion

Approvals:

Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date	1/22/21
☒ Change		Employee #	

☐ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☒ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☐ Full Time	☐ Regular	☒ As-Needed	☐ Seasonal
☐ Part Time	☒ Grant Funded	☐ Intern	☐ Temporary

Parcel	Dan		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Covid-19 Contact Tracer	HD	30-400
Position Title	Department	Fund

1/20/21	☐ Exempt	☒ Non-Exempt	Ending Date For Temporary	☐ Yes	☒ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

B	9	\$15.49	☒ Hour	\$	☐ Month	☐ 40	☒ up to 40
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

Voluntary resignation

Approvals:

Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date	1/22/21
☒ Change		Employee #	

☐ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☒ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☐ Full Time	☐ Regular	☒ As-Needed	☐ Seasonal
☐ Part Time	☒ Grant Funded	☐ Intern	☐ Temporary

Jader	Brooke		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Covid-19 Contact Tracer	HD	30-400
Position Title	Department	Fund

11/11/21	☐ Exempt	☒ Non-Exempt		☐ Yes	☒ No
Effective Date			Ending Date For Temporary	Is this a budgeted position?	

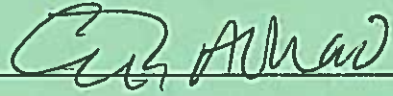
B	9	\$15.49	☒ Hour	\$	☐ Month	☐ 40	☒ up to 40
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

resignation to join National Guard

Approvals:

Department:  Date: 1-22-21

Personnel:  1/26/21

BOCC:

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date	1/25/21
☐ Change		Employee #	

☒ New Hire	☐ Rehire	☐ Transfer	☐ Promotion	☐ Separation from
☐ Step Change	☐ Status Change	☐ Demotion	☐ Other	County Service

☒ Full Time	☒ Regular	☐ As-Needed	☐ Seasonal
☐ Part Time	☐ Grant Funded	☐ Intern	☐ Temporary

House	James		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

PW Operator 1	Public Works	001-040
Position Title	Department	Fund

2/1/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

I	1	\$17.01	☒ Hour	\$	☐ Month	☒ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

Approvals:

Department:

Date: 1-25-2021

Personnel:

BOCC:

Chairman:

Member:

Member:



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
February 01, 2021**

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

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

1. Administrative Work Session

9:20 AM

John Ellermann, Public Works Director/County Engineer

2. Bid opening for a tandem axle dump truck

9:30 AM

Press Conference

3. RCPD update - Captain Greg Steere (3-5 minutes)
4. Woman's Suffrage Centennial Exhibit at Manhattan Town Center to Feb. 6th - Cheryl Collins (2 minutes)
5. Residential real estate market update - Allen Todd (10 minutes)

10:00 AM

Breva Spencer, Maternal and Child Health Supervisor

6. Outreach, Prevention and Early Intervention (OPEI) Letter of Intent

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.



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
February 04, 2021**

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

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:15 AM

Michael Boller, Noxious Weed Director

1. Staff update

9:30 AM

Greg McHenry, Appraiser

2. Staff update

9:50 AM

Break

10:00 AM

Amanda Smeller, Planning/Special Projects Director

3. Staff update

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

4. Administrative Work Session

10:30 AM

Ron Fehr, Manhattan City Manager

5. Manhattan City General Update

Adjournment

Attachment: 02-04-21 tentative agenda (10182 : Tentative Agenda)

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.



IT/GIS
Staff Update

Kevin Howser
IT/GIS Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6305

STAFF REPORT

FROM: Kevin Howser
MEETING: January 28, 2021
SUBJECT: IT/GIS Staff Update - January 2021
PRESENTER: Kevin Howser

Commissioners,

The last few months has been spent on work for internal projects, as well as continued progress on department/countywide projects. Here are some highlights of the past month:

Information Technology (IT)

- Continued COVID 19 related work, including Splashtop remote access installs, assistance with Zoom and BOCC meetings, emergency Website updates, etc.
- Ongoing participation in new Countywide Radio system implementation.
- Completed installation of new Cisco Firewall in late November.
- Complete installation of equipment needed to complete connectivity to new Public Works Lab building, moved user to new location.
- Completed work on obtaining/installing CARES Act IT related needs for the County.
- Completed review and update of the IT Activation Form/Name Change process.
- Work with RCHD, EMS, and Civic Plus on Encrypted Forms hosting for Covid Vaccine notification and distribution efforts.
- Completed purchase and install of SAN expansion cabinet, giving us adequate storage space for the next several years.
- Implement Expressways/Jabber software, allowing at home staff to utilize County phone numbers/avoid using personal number for County business.
- Gather quotes, submit payment for software/hardware maintenance items due 1Q2021.
- Work with new PIO on review/update of social media and website related processes.

- Continue to deploy and assist departmental personnel with Covid related remote work from home hardware, software, configuration, etc.
- Assist departments in the use of updated Asset Inventory software, and completion of their 2020 Inventory.
- Process new departmental Wallet Cards, reflecting all the recent personnel changes.
- Replaced two VMWare Host servers with new hardware to maintain warranty.
- Reviewing Microsoft Office upgrade strategy, which was delayed by Covid - needs to be done in 2021 on a departmental basis, with the least possible disruption.
- Completed monthly transfer of SVQs & Deeds to the State, the transfer of City Specials to Komtek/Newlook, and various customer requested phone programming changes.
- Perform ongoing Website Posting and Social Media administration duties.
- Ongoing account activation/deactivation, answering of help desk calls, Komtek/AS400 backups, resolution of user issues, swap of older/replacement of failed equipment, etc.

Geographic Information Systems (GIS)

- Updated the Ag Use report to pull over 2021 values.
- Created Map Services for LAMA via enterprise 10.8.1 for their updates, vs. having to upload shapefiles to them on a weekly basis.
- Completed Countywide update to ArcGIS 10.8.1 Enterprise and Desktop versions.
- Assist Clerk's office in the Certification of Tax Units by submitting GIS data to the State.
- Started work on 1909 App that will be the companion to the 1881 Standard Atlas app currently available on Public Map gallery.
- Updated election GIS data/maps for newly elected BOCC members, senators, representatives, etc.
- Signed up to participate in 2021 Census Boundary & Annexation survey, downloaded data, and began the quality control process.
- Requested & processed updated year end MHK city utility data.
- Continue daily Covid dashboard updates of RCHD internal dashboard/public response data, with interactive charts/graphs for testing and percent positive, etc.
- Complete Planning and Development's End of Year annual report maps.
- Currently working on the annual Boundary and Annexation Survey (BAS).
- Passed NG911 monthly data submissions.
- Performed End of Year backup process for GIS data.
- Passed NG911 monthly data submissions.
- Misc. work orders; Lot of Record, Ag Use changes, Zoning updates, etc.

**Signed,
Kevin Howser**

Enclosures:



COMMUNITY CORRECTIONS
Contract > \$10K

Shelly Williams
Community Corrections
Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

COMMISSION AGENDA REPORT

FROM: Shelly Williams, Director Riley County Community Corrections

MEETING: January 28, 2021

SUBJECT: Staff Update + Electronic Monitoring Contract

PRESENTER: Shelly Williams, Director, Riley County Community Corrections

BACKGROUND

Electronic monitoring is a service that we have utilized since the inception of Community Corrections. Electronic monitoring devices (EMD) have evolved over time from large ankle bracelets to GPS monitoring devices. We have actually owned some of the monitoring devices over the years, but mostly leased the devices, as well as contracting for the actual monitoring services.

DISCUSSION

I little over a year ago, representatives from Alcohol Monitoring Systems, Inc. came to JC to present product and service information for all of the EMD services. We are finally ready to proceed with the attached contract.

FISCAL IMPACT

I was able to negotiate the number of units that we had to have on-hand, as well as the shelf-fees, making it more financially feasible to provide this service. Not only we will have a lower price per unit, the clients will be charged a much lower price for services.

RECOMMENDATION(S)

Approve the attached contract for EMD equipment and services.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- EMD Contract (DOCX)
- scam_touchpoint_mobile_app (1) (PDF)

**PRODUCT AND SERVICE SCHEDULE
TO
MASTER AGENCY AGREEMENT**

AGENCY: RILEY COUNTY COMMUNITY CORRECTIONS

This **PRODUCT AND SERVICES SCHEDULE** (“**Schedule**”) to the **MASTER AGENCY AGREEMENT** (the “**Agreement**”) is entered into on the date last signed by AMS by and between Alcohol Monitoring Systems, Inc. (“AMS”) and the Agency identified above. This Schedule is incorporated by reference into the Agreement effective January 28, 2021 executed by the parties. Unless otherwise defined herein, capitalized terms in this Schedule are those as defined in the Agreement. This Schedule is effective on the date signed by AMS.

AMS hereby desires to provide Agency with the Equipment and sell the Agency supporting Services and Agency desires to order such Equipment and purchase such Services as defined in this Schedule during the Term.

1. DEFINITIONS

- a. **“Active Equipment”** means any Equipment unit actively using the Monitoring Software.
- b. **“Additional Monitoring Services”** means, if Agency is purchasing such services, the additional Monitoring Services provided by AMS and as further defined on Attachment 1, at the pricing set forth in Attachment 1, Schedule A
- c. **“CAM Equipment”** means, if applicable per the pricing table below, an ankle bracelet device that continuously monitors alcohol levels and if configured as a kit, the base station.
- d. **“Service Fee”** as used on the Schedule(s) means the Monitoring Service fee charged by AMS to Agency per each Equipment unit, per day using the Monitoring Services.
- e. **“Equipment”** means collectively the GPS equipment, CAM equipment, various base stations, the Remote Breath Analyzer, the Radio Frequency House Arrest bracelet, Wireless Multi-connect devices and various base stations if sold separately rather than in kit configuration.
- f. **“High Priority Alerts”** are Equipment generated alerts that signal; (i) the Client violated the exclusion/inclusion zone(s), or failed to return to or leaves without proper authorization an assigned location; (ii) device and/or strap tampering; (iii) evidence of communication and/or location failure; or (iv) any other alert types required by Agency.
- g. **“GPS Equipment”** means, if applicable per the pricing table below, a device that monitors Client’s geophysical location based on exclusion and inclusion zones and includes the base station if configured as a kit.
- h. **“House Arrest Equipment”** means, if applicable per the pricing table below, an electronic ankle device that monitors Client’s adherence to a home arrest curfew schedule and includes the base station if configured as a kit.
- i. **“Remote Breath Equipment”** means, if applicable per the pricing table below, a device that measures alcohol levels in the breath and may have facial recognition capabilities.
- j. **“SLA”** means the Service Level Agreement Information document, which is attached to this Schedule as Attachment 1 and is only applicable if Agency is purchasing or renting Equipment with Additional Monitoring Services. Specific SLA protocols will be agreed to in a separate SLA document signed by Agency.
- k. **“Wireless Base Station”** means, if applicable per the pricing table below, an AMS device that uses cellular transmission to connect with another device, such as a House Arrest or CAM bracelet.
- l. **“Wireless Multi-connect Device”** means, if applicable per the pricing table below, a third-party wireless device that connects multiple electronic hardware devices, such as a CAM bracelet to a base station.

2. TERRITORY: Riley and Clay County in the State of Kansas

3. EQUIPMENT AND SERVICE LIMITATIONS AND SPECIAL REQUIREMENTS

3.1 GENERAL EQUIPMENT LIMITATIONS

3.1 GENERAL EQUIPMENT LIMITATIONS

3.1.1 Alcohol Detection. The CAM Equipment is not designed to give immediate notification of alcohol detection.

3.1.2 Tamper Efforts. AMS makes no assurances that the any Equipment worn by a Client will detect all tamper efforts.

3.1.3 Submergence in Water or Other Liquid. Equipment is not designed for submergence in liquids. Certain Equipment can tolerate limited water exposure such as that encountered when showering.

3.1.4 Failure by Agency to Adhere to Maintenance Schedules. AMS bears no liability for Agency's failure to adhere to Equipment maintenance notifications and/or schedules related to equipment and calibration.

3.2 REMOTE BREATH EQUIPMENT LIMITATIONS

3.2.1 Set Up. Agency is responsible for entering and updating schedules for each Client and setting up all relevant notifications, including all methods and events. Further, Agency is responsible for establishing a program providing the necessary criteria to interpret all testing results provided by AMS. The Equipment is intended to be used to determine if a Client has consumed alcohol. It is a professional device designed to be used by trained Agency personnel in conjunction with a routine Agency-run equipment maintenance and calibration oversight program. Use by untrained personnel or without periodic maintenance or calibration may result in invalid results or incorrect interpretation of results.

3.2.2 Breath Test Results. AMS will not analyze or interpret testing results, reporting histories, or provide an opinion as to whether the Client has consumed alcohol. The concentration of alcohol in the blood of the Client cannot be exactly determined by using a breath alcohol-screening device. Blood alcohol concentration depends on a number of variables including, but not limited to, the amount of alcohol consumed, the rate at which it was consumed, body size, age, physical health and the rate of which the Client metabolizes alcohol. No vehicle or machinery should ever be operated after alcohol consumption, regardless of the breath test result as even small quantities of alcohol can result in driving impairment.

3.2.3 Other Limitations. The SCRAM Remote Breath Equipment is not waterproof and should not be immersed in or exposed in any way to liquids. Equipment damaged by Clients or by exposure to water will not be repaired and is subject to the lost/damaged Equipment unit replacement fee.

3.3 ADDITIONAL MONITORING SERVICES – 24/7 REQUIREMENTS. Additional Monitoring Services are supported by a separate SLA document, which must be completed for each Client. Each SLA specifies, among other things, the type, description and price of the Monitoring Services to be provided. Any modifications of the terms of the SLA shall be made solely in writing and mutually executed by the parties and any other attempt to modify the terms of the SLA shall be void. AMS is not liable for; (i) the actions or inactions of Agency or its employees, contractors and agents that result in delay or error in the Services; (ii) failure to report Client non-compliant activities to appropriate supervising authorities when potential bond, parole or probation violations have occurred; or (iii) inaccurate information provided or input into the Monitoring Software, including Client or other contact information, GPS inclusion/exclusion zone set up and offender schedule information and associated protocols.

3.4 WIRELESS EQUIPMENT AND NETWORK LIMITATIONS. AMS provides a choice of data network providers as a part of its Services for the Wireless Multi-connect Device and other Equipment. AMS accepts no responsibility or liability for wireless data coverage or lack thereof. No data will be transmitted when a data network that is supporting the Equipment is not available. Wireless Multi-connect Devices do not provide caller location or caller identification.

4 **EQUIPMENT AND SERVICE PRICING:** Pricing is in accordance with the GSA Schedule #GS-07F-0003Y and will be calculated with cumulative volume levels across all Equipment.

4.1 **Purchased Equipment.**

Equipment Type	Quantity	Price per Unit	Service Fee per Unit, per Day
CAM Kit Landline Base Station	1 - 49	\$1405.54	\$4.27
	50 - 149		\$3.93
	149 - 499		\$3.78
CAM Bracelet	1 - 49	\$1108.35	\$4.27
	50 - 149		\$3.93
	150 - 499		\$3.78
CAM Kit Wireless Base Station	1 - 49	\$1561.50	\$4.27
	50 - 149		\$3.93
	150 - 499		\$3.78
GPS Bracelet	1 - 49	\$604.48	\$2.66
	50 - 149	\$585.88	\$2.57
	150 - 499	\$562.63	\$2.52
House Arrest Kit Landline Base Station	1 - 49	\$558.59	\$1.70
	50 - 149	\$539.97	\$1.68
	150 - 499	\$521.35	\$1.67
House Arrest Kit Wireless Base Station	1 - 49	\$776.55	\$1.70
	50 - 149	\$750.51	\$1.68
	150 - 499	\$724.47	\$1.67
CAM Landline Base Station Stand Alone	1+	\$374.81	NA
CAM Wireless Base Station Stand Alone	1+	\$585.00	\$1.00
Remote Breath Kit	1 - 49	\$850.00	\$4.00
	50 - 149		\$3.84
	150 - 499		\$3.77

4.2 Rental Equipment Price

Equipment Type	Quantity	Rental Equipment Fee, per Unit, per Day	Service Fee per Unit, per Day	Daily Service Fee per Unit (includes Rental Equipment Fee)	Shelf Fee
CAM Kit Landline Base Station	1 – 49	\$2.08	\$4.27	\$6.35	\$1.82
	50 – 149	\$1.99	\$3.93	\$5.92	\$1.75
	150 - 499	\$1.94	\$3.78	\$5.72	\$1.69
CAM Bracelet	1 – 49	\$2.08	\$4.27	\$6.35	\$1.82
	50 – 149	\$1.99	\$3.93	\$5.92	\$1.75
	150 - 499	\$1.94	\$3.78	\$5.72	\$1.69
CAM Kit Wireless Base Station	1 – 49	\$2.08	\$4.27	\$6.35	\$1.82
	50 – 149	\$1.99	\$3.93	\$5.92	\$1.75
	150 - 499	\$1.94	\$3.78	\$5.72	\$1.69
House Arrest Kit Landline Base Station	1 – 49	\$0.81	\$1.70	\$2.51	\$0.70
	50 – 149	\$0.77	\$1.69	\$2.46	\$0.68
	150 - 499	\$0.74	\$1.68	\$2.42	\$0.64
House Arrest Bracelet	1 – 49	\$0.81	\$1.70	\$2.51	\$0.70
	50 – 149	\$0.77	\$1.69	\$2.46	\$0.68
	150 - 499	\$0.74	\$1.68	\$2.42	\$0.64
House Arrest Kit Wireless Base Station	1 – 49	\$0.81	\$1.70	\$2.51	\$0.70
	50 – 149	\$0.77	\$1.69	\$2.46	\$0.68
	150 - 499	\$0.74	\$1.68	\$2.42	\$0.64
GPS Bracelet	1 - 49	\$0.84	\$2.66	\$3.50	\$0.70
	50 – 149	\$0.79	\$2.57	\$3.36	
	150 - 499	\$0.75	\$2.52	\$3.27	\$0.70
CAM Wireless Base Station Standalone	1+	\$0.20	\$1.00	\$1.20	0.20
Remote Breath Kit	1 - 49	\$2.50	\$4.00	\$6.50	\$1.48
	50 - 149	\$2.16	\$3.84	\$6.00	\$1.45
	150 - 499	\$1.73	\$3.77	\$5.50	\$1.38
Wireless Multiconnect	1 - 49	\$0.66	\$1.00	\$1.66	\$0

Note 1: If purchasing/renting the Wireless Base Station kitted with CAM or HA Equipment, the Service Fee will be invoiced at the amount for CAM or HA Kit listed above, plus the Service Fee amount listed above for the CAM or HA Wireless Base station as if it were purchased/rented as a standalone unit.

Note 2: Rental Equipment price changes are based on tier levels are calculated on the number of Active Equipment rental units, not total number rented.

5. **ADDITIONAL SERVICES**

Training: AMS will provide Agency personnel with training in the use of the Products. Any such training will be at no charge to Agency.

Ethernet Communication: \$0.50 per Equipment unit, per day

RB Associated Consumables: AMS will provide 1 calibration kit for each order with a quantity of 25 Remote Breath Equipment units.

RB Calibration Fee: AMS will calibrate Remote Breath Equipment for a charge of \$50 Equipment unit.

All Equipment Consumables: No charge per the GSA Schedule terms.

6 MOBILE APPLICATIONS

TouchPoint

Overview: TouchPoint is an AM' proprietary mobile application designed for use by Clients who are using AMS or other electronic monitoring devices under the Agency's supervision. AMS will provide the Agency with TouchPoint training. Clients will download TouchPoint to their cell phone and upon first use agree to the TouchPoint Mobile Application Terms and Conditions of User. The Agency will provide TouchPoint training to the Clients.

TouchPoint Price/Billing:

Price:

TouchPoint Client Users wearing AMS Equipment: No charge

TouchPoint Client Users not wearing AMS Equipment:

1 – 2500 - \$0.50 per TouchPoint Client User, per day when active
2501+ \$0.47 per TouchPoint Client User, per day when active

Billing: The first 60 days from the Effective Date will be no charge. Thereafter, AMS will invoice the Agency monthly in arrears. Payment terms will be those as set forth in the Agreement. TouchPoint price is subject to change upon availability of additional features/function. AMS will contact Agency if the price changes and if the new price cannot be agreed on by Amendment on this Agreement, TouchPoint will become unavailable with 30 days prior notice.

7 SHELF FEE; SHELF ALLOWANCE; LOSS AND DAMAGE ALLOWANCE; LOST AND DAMAGE FEE:

Shelf Fee: A Shelf Fee is only charged if there is an amount in the Rental Equipment Fee column in the table above and there is a Shelf Allowance percentage listed below.

Shelf Allowance: GPS, CAM, House Arrest, Remote Breath and Wireless Base Stations: 30%

Loss and Damage Allowance: 5%

Loss and Damage Fee: The replacement fee for Rental Equipment lost or damage beyond repair will be the purchase price, per unit, listed above or as follows For Parts it will be the current replacement cost from the manufacturer. GPS refurbishment fee will be \$365.20 for those units that can be repaired.

8 SPECIAL TERMS: Partner is allowed to have 3 spare devices or 30% shelf allowance, whichever is greater.

IN WITNESS WHEREOF, the parties' hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last signed by AMS.

THIS SCHEDULE, AND THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR SCHEDULE AND ANY PROPOSALS AND UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SCHEDULE. By execution, both signers certify that each is authorized to execute the Schedule on behalf of their respective companies.

RILEY COUNTY COMMUNITY CORRECTIONS

ALCOHOL MONITORING SYSTEMS, INC.

By: _____

By: _____

Name: John Ford

Name: Lou Sugo

Title: Chairman

Title: Vice President – Sales and Marketing

Date: _____

Signed by AMS and effective as of: _____

Effective Date

Attachment: EMD Contract (10448 : Staff Update + Electronic Monitoring Contract)

**ATTACHMENT 1 – MONITORING SERVICE LEVEL AGREEMENT INFORMATION
TO
PRODUCT AND SERVICE SCHEDULE
TO
MASTER AGENCY AGREEMENT**

1 OVERVIEW

The following information details the alert and notification protocols that AMS will provide to Agency for those Clients using Equipment that requires Additional Monitoring Services and is incorporated by reference into the Product and Services Schedule to the Master Agency Agreement between the parties.

1.1 SERVICES

- 1.1.1 **Additional Monitoring Services.** AMS will provide Additional Monitoring Services on a 24/7, 365 day basis. The Monitoring Services are provided by AMS and not a third party. Services generally consist of outbound calls made by AMS to Probation Officers, law enforcement or Clients, telephone calling or customized Monitoring Services based on alert protocol specifications entered into the Monitoring Software.
- 1.1.2 **Contact Information and Monitoring Service Level Agreement Form.** gwill contract AMS to configure the Monitoring Software to maintain all alert protocols and contact information.
- 1.1.3 **Alert Protocols.** Agency will contact AMS to set up alert protocols that will documented in a separate SLA for each Customer.
- 1.1.4 **Alert Response Time.** AMS will respond to outbound alerts within 30 minutes of receiving notification of alert and will follow the protocols as configured for Agency.
- 1.1.5 **Recording.** The Monitoring Software will record inbound and outbound requests made by telephone. For quality purposes AMS will provide individual recordings of the telephone transactions upon written request.
- 1.1.6 **Reporting.** Upon written request, AMS will provide Agency with the following information:
- Number of alerts received for a specific period of time
 - Average time to respond to alerts
 - Results/notes of calls

1.2 PRICE AND PAYMENT. Additional Monitoring Service standard fees are identified on Schedule A hereto, but will be formally agreed to in the SLA, and will be invoiced by AMS on a monthly basis as incurred and shall be paid by Agency the payment terms set forth in the Agreement from the date of such invoice and the remedies under the Agreement shall apply to any non-payment.

SCHEDULE A – ADDITIONAL MONITORING SERVICE FEES
TO
ATTACHMENT 1 –SERVICE LEVEL AGREEMENT
TO
PRODUCT AND SERVICE SCHEDULE
TO
MASTER AGENCY AGREEMENT

SERVICE LEVEL CHOSEN: Standard

SERVICE APPLICABLE PRODUCT(s): Check the box for the Product(s) you are purchasing the Additional Services for.

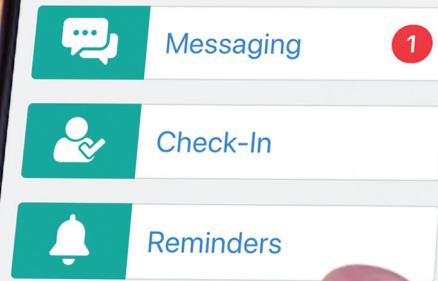
CAM ☒ REMOTE BREATH ☐ HOUSE ARREST ☒ GPS ☒

ADDITIONAL MONITORING SERVICES	CAM	REMOTE BREATH, HOUSE ARREST, GPS (Per Day, Per Client)
Standard (Included in Services Fee)		
• 24/7/365 monitoring services • Online training and certifications • Automated alert notifications delivered via text, email or page • Daily summary reports • 24/7 alert generation and analysis	No Additional Charge	No Additional Charge
Premier		
• Standard, plus: • High priority alert investigation/ handling/ resolution • Manual outbound officer and offender calls • Closed loop documentation of alert handling/ resolution (1-3 calls per alert)	Not Available	\$1.00
Premier Plus		
• Premier, plus: • Outbound offender and officer calls based on defined protocols and escalation procedures per SLA • Escalated alert notifications to officers and/or supervisors (e.g. highest authority for notification) (>3 calls per alert)	Not Available	\$1.25/day/Client
Customized Services		
For data entry, schedule changes, on-site training, operational assessments, agency and court reporting packages	Priced for each service in the SLA	Priced for each service in the SLA

Attachment: EMD Contract (10448 : Staff Update + Electronic Monitoring Contract)

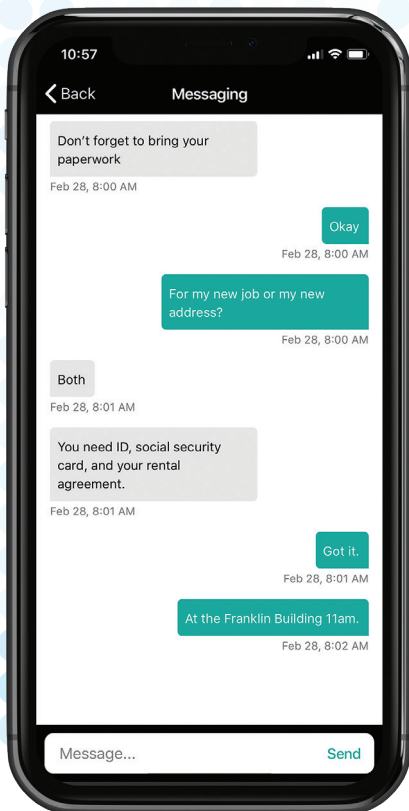


Smartphone-based supervision and engagement tool for pretrial, probation, and parole clients

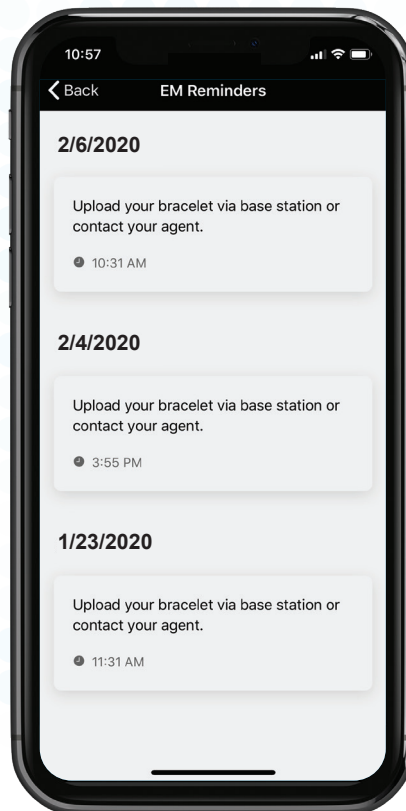


Connecting officers and clients for improved outcomes

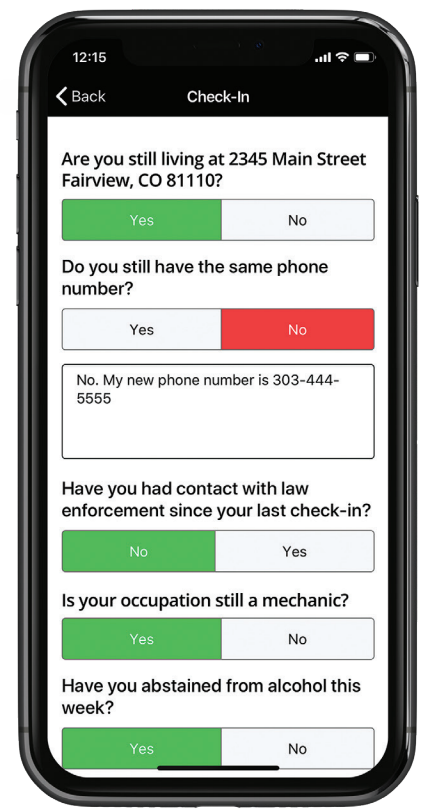
- **SCRAM TouchPoint™** improves officer efficiency and supports client compliance by streamlining interactions and communications. Available for use with an existing SCRAM electronic monitoring caseload or as a standalone tool in community corrections programs.



Two-Way Messaging



Automated Monitoring Reminders



Mobile Check-Ins

Secure, Real-Time Messaging

Text-like messages support effective two-way responses between officers and clients

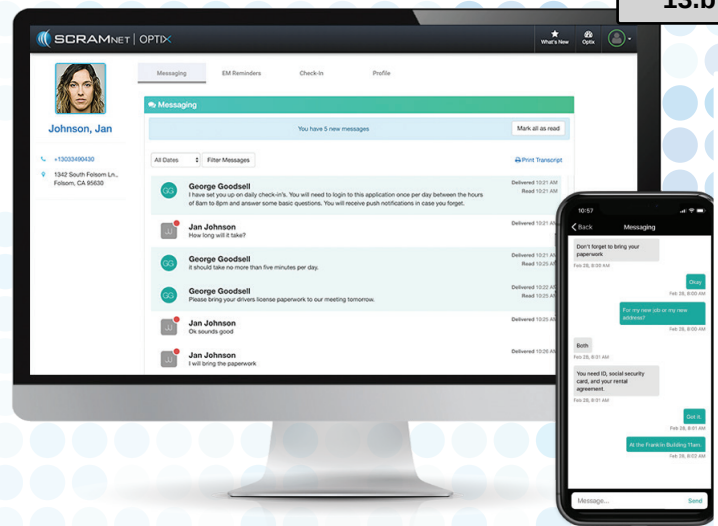
Read receipts ensure you know when clients open and view messages

Text-to-All feature allows officers to simultaneously send important announcements to all or a portion of their client caseload

Stored transcripts, print capabilities, and shared messaging permissions help officers easily manage client communications across workloads and caseloads

Upload your bracelet via base station or contact your agent.

3:55 PM



Automatic Reminders Promote Compliance

Push notifications prompt clients to take action on the most common electronic monitoring tasks

Reminders on upcoming appointments and obligations help clients meet their supervision requirements

Saves officers up to 42 min/per client/per month to focus on the tasks and alerts that matter most

Client Check-Ins Anytime, Anywhere

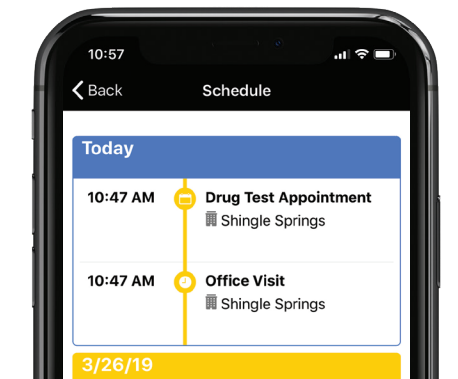
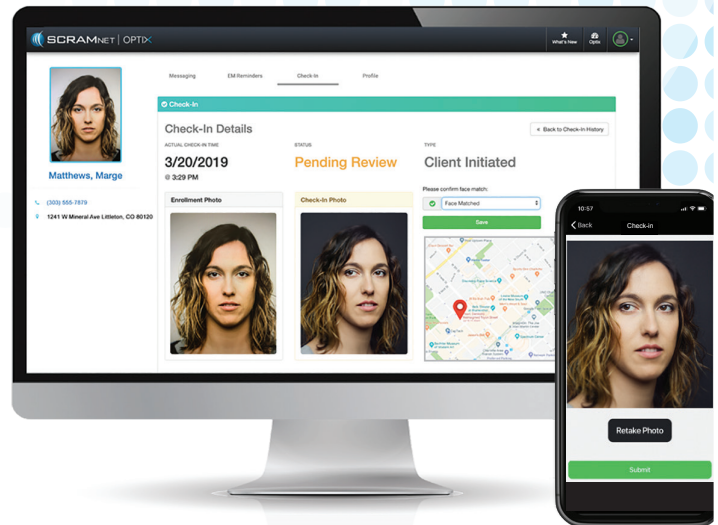
Scheduled or on-demand check-ins directly from the client's smartphone

Program-configured questions verify or capture updates on key information

Automated Facial Intelligence™ saves staff time by providing real-time client verification

Receive a GPS point and client photo with each check-in for additional insights into a client's response

Review client responses and updates directly in the SCRAM dashboard



Schedule and Remind Clients About Appointments

Enables officers and treatment providers to schedule appointments for each client on their caseload

Clients receive a confirmation message and automated reminders prior to an appointment

Integration with SCRAM Nexus® allows officers to receive real-time updates on appointment attendance and are able to assign incentives or sanctions as a result of client actions

Making a Difference



COMMUNITY CORRECTIONS
Contract > \$10K

Shelly Williams
Community Corrections
Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

COMMISSION AGENDA REPORT

FROM: Shelly Williams, Director Riley County Community Corrections

MEETING: January 28, 2021

SUBJECT: Staff Update + ImageQUEST Contract

PRESENTER: Shelly Williams, Director, Riley County Community Corrections

BACKGROUND

We are in our fourth year of a five year contract with Xerox through Pro Copy. Since they are no longer representing Xerox, imageQuest reached out to us to negotiate a new contract.

DISCUSSION

I met with their Rep from Wichita twice and have exchanged multiple emails and phone calls throughout the negotiation process. Attached is a copy machine lease contract. Mr. Holeman has reviewed this document, and together, we made a few changes.

FISCAL IMPACT

Not only will we be saving money every month on our lease, this contract locks the prices for the duration of the contract.

RECOMMENDATION(S)

Approve the attached contract for a copy machine lease.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Riley County - lease (PDF)
- Riley County - service agreement (PDF)
- Riley County - SOW (PDF)
- Riley County - SLG Addendum (PDF)

Cost Per Image Agreement

Supplier Name-Address:

Owner: **XEROX FINANCIAL SERVICES LLC** – 201 Merritt 7, Norwalk, CT 06851

Agreement Number:

CUSTOMER INFORMATION

«Company»	Full Legal Name: Riley, County of			Phone: (785) -	
	Billing Address: 115 N 4th St			Contact Name: Shelly Williams	
	City: Manhattan	State: KS	Zip Code: 66502	Contact Email: swilliams@rileycountyks.gov	

EQUIPMENT	QTY	MODEL and DESCRIPTION	MONTHLY IMAGE ALLOWANCE*		EXCESS IMAGE CHARGE**	
			B&W	COLOR	B&W	COLOR
	1	Xerox Altalink C8135T2	5,000	777	\$0.00900	\$0.06000

Meter Billing Frequency (Monthly unless checked): ☐ (Other)

* Included in Base Payment

** Plus applicable taxes

TERM	BASE PAYMENT - (Monthly frequency unless otherwise noted)	Equipment Location (if different from Billing Address)
Initial Term: 60 (in months)	Base Payment (plus applicable taxes): \$345.59 Frequency: ☒ Monthly ☐ Quarterly ☐ Annually	

CUSTOMER ACCEPTANCE

BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU ARE ENTERING INTO A NON-CANCELLABLE AGREEMENT AND THAT YOU HAVE READ AND AGREED TO ALL APPLICABLE TERMS AND CONDITIONS SET FORTH ON PAGES 1 AND 2 HEREOF.

Authorized Signer X:	Date:	Federal Tax ID # (Required):
Print Name:	Title:	

OWNER ACCEPTANCE

Accepted By: Xerox Financial Services LLC	Name and Title:	Date:
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TERMS & CONDITIONS

1. Definitions. The words "you" and "your" mean the legal entity identified in "Customer Information" above, and "XFS," "we," "us," "Owner" and "our" mean Xerox Financial Services "Party" means you or XFS, and "Parties" means both you and XFS. "Supplier" means the entity identified as "Supplier" above. "Acceptance Date" means the date you irrevocably determine that the Equipment has been delivered, installed and operating satisfactorily. "Agreement" means this Cost Per Image Agreement, including any attached Equipment schedule. "Commencement Date" will be a date after the Acceptance Date, as set forth in our first invoice, for facilitating an orderly transition and to provide a uniform billing cycle. "Discount Rate" means 3% annum. "Equipment" means the items identified in "Equipment" above and in any attached Equipment schedule, plus any Software (defined in section 3 hereof), attachments, accessories, replacements, replacement parts, substitutions, additions and repairs thereto. "Excess Charges" means the applicable excess image charges. "Interim Period" means the period, if between the Acceptance Date and the Commencement Date. "Interim Payment" means one thirtieth of the Base Payment multiplied by the number of days in the Interim Period. "Payment" means the Base Payment specified above, which may include an amount payable to Supplier under the Maintenance Agreement to account for the Monthly Image Allowance listed above, the Excess Charges (unless otherwise agreed by you, Supplier and XFS), Taxes and other charges you, Supplier and XFS agree will be invoiced by XFS. "Maintenance Agreement" means a separate agreement between you and Supplier for maintenance and support purposes. "Origination Fee" means a one-time fee of \$125 billed on your first invoice, which you agree to pay, covering origination, documentation, processing and other initial costs. "Term" means the Interim Period, if any, together with the Initial Term plus any subsequent renewal extension terms. "UCC" means the Uniform Commercial Code of the State(s) where XFS must file UCC-1 financing statements to perfect its interest in the Equipment.

2. Agreement, Payments and Late Payments. You agree and represent that the Equipment was selected, configured and negotiated by you based on your judgment and supplier recommendation. At your request, XFS will acquire same from Supplier to lease to you hereunder and you agree to lease same from XFS. The Initial Term commences on the Commencement Date. You agree to pay XFS the first Payment plus any applicable Interim Payment no later than 30 days after the Commencement Date; each subsequent Payment shall be payable on the same date of each month thereafter. You agree to pay all sums due under each invoice via check, Automated Clearing House debit, Electronic Funds Transfer or direct debit from your account by the due date. **If any Payment is not paid in full within 5 days after its due date, you will pay a late charge of the greater of 10% of the amount due or \$25, not to exceed the maximum amount permitted by law.** For each dishonored or returned Payment, you will be assessed the applicable fee, not to exceed \$35. Restrictive covenants on any method of payment will be ineffective.

3. Equipment and Software. To the extent that the Equipment includes intangible property or associated services such as software licenses, such intangible property shall be referred to as "Software." You acknowledge and agree that XFS is not the licensor of such Software, and therefore has no right, title or interest in it and you will comply throughout the Term with the license and/or other agreement ("Software License") with the supplier of the Software ("Software Supplier"). You are responsible for determining with the Supplier whether any Software Licenses are required, and entering into them with the Software Supplier(s) no later than 30 days after the Acceptance Date. **YOU AGREE THE EQUIPMENT IS FOR YOUR LAWFUL BUSINESS USE IN THE UNITED STATES, WILL NOT BE USED FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES, AND IS NOT BEING ACQUIRED FOR RESALE.** You will not attach the Equipment to real estate or make any permanent alterations to it.

4. Non-Cancellable Agreement. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED BY YOU PRIOR TO THE END OF THE INITIAL TERM. YOUR OBLIGATION TO MAKE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOVERY FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF THE PERFORMANCE OF THE EQUIPMENT, SUPPLIER, ANY THIRD PARTY, OR XFS. Any pursued claim by you against XFS for alleged breach of our obligations hereunder shall be asserted solely in a separate action; provided, however, that your obligations hereunder shall continue unabated.

5. End of Agreement Options. If you are not in default and if you provide no greater than 150 days and no less than 60 days' prior written notice to XFS, you may, at the end of the Initial Term or any renewal term ("End Date"), either (a) purchase all, but not less than all, of the Equipment by paying its fair market value, as determined by XFS in its sole but reasonable discretion ("Determined FMV"), plus Taxes, or (b) return the Equipment within 30 days of the End Date, at your expense, fully insured, to a continental US location XFS shall specify. cannot return Equipment more than 30 days prior to the End Date without our consent. If we consent, we may charge you, in addition to all undiscounted amounts due hereunder, an administration fee. If you have not elected one of the above options, this Agreement shall renew for successive 3-month terms. Either party may terminate the Agreement as of the end of the 3-month renewal term on 30 days' prior written notice and by taking one of the actions identified in (a) or (b) in the preceding sentence of this section. Purchase options shall be exercised with respect to each item of Equipment on the day immediately following the date of expiration of the Term of such item, and by the delivery at such time by you to XFS of payment, in acceptable to XFS, of the amount of the applicable purchase price. Upon payment of the applicable amount, XFS shall transfer our interest in the Equipment to you on an "AS IS, WHERE IS, WITH ALL FAULTS" basis, without representation or warranty of any kind.

6. Equipment Return. If the Equipment is returned to XFS, it shall be in the same condition as when delivered to you, except for "ordinary wear and tear" and, if not in such condition, you will be liable for all expenses XFS incurs to return the Equipment to such condition. **IT IS SOLELY YOUR RESPONSIBILITY TO SECURE ANY SENSITIVE DATA AND PERMANENTLY DELETE SENSITIVE DATA FROM THE INTERNAL MEDIA STORAGE PRIOR TO RETURNING THE EQUIPMENT TO XFS. YOU SHALL HOLD XFS HARMLESS FROM YOUR FAILURE TO SECURE AND PERMANENTLY DELETE ALL SUCH CUSTOMER DATA AS OUTLINED IN THIS SECTION.**

7. Equipment Delivery and Maintenance. You should arrange with Supplier to have the Equipment delivered to you at the location(s) specified herein, and you agree to execute a Delivery & Acceptance Certificate at XFS's request (and confirm same via telephone and/or electronically) confirming when you have received, inspected and irrevocably accepted the Equipment and authorize XFS to fund Supplier for the Equipment. If you fail to accept the Equipment, you shall no longer have any obligations hereunder; however, you remain liable for any Equipment purchase order or other contract issued on your behalf directly with Supplier. Equipment may not be moved to another physical location without XFS's prior written consent, which shall be unreasonably withheld or delayed. You agree that you will not take the Equipment out of service during the Term. You shall permit XFS or its agent to inspect Equipment and maintenance records relating thereto during your normal business hours upon reasonable notice. You represent you have entered into a Maintenance Agreement to maintain Equipment in good working order in accordance with the manufacturer's maintenance guidelines and to provide you with Equipment supplies. **You acknowledge that XFS is acting solely as an administrator for Supplier with respect to the billing and collecting of the charges under any Maintenance Agreement. XFS IS NOT LIABLE FOR ANY BREACH BY SUPPLIER OF ANY OF ITS OBLIGATIONS TO YOU, NOR WILL ANY OF YOUR OBLIGATIONS HEREUNDER BE MODIFIED, RELEASED OR EXCUSED BY ANY ALLEGED BREACH BY SUPPLIER.**

8. Meter Readings and Annual Adjustments. You agree that Meter Reading submittal is covered by the Maintenance Agreement. At any time after 12 months from the Date and for each successive 12 month period thereafter during the Term, XFS may increase your Base Payment and the Excess Charges by a maximum of fifteen percent (15%) of the then-current Base Payment therefor and you agree to pay such increased amounts.

9. Equipment Ownership, Labeling and UCC Filing. If and to the extent a court deems this Agreement to be a security agreement under the UCC, and otherwise for precautionary purposes only, you grant XFS a first priority security interest in your interest in the Equipment as defined on the first page hereof in order to secure your performance hereunder. XFS is and remain the sole owner of the Equipment, except the Software. You authorize XFS to file a UCC financing statement to show, and to do all other acts to protect, our interest in Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep the Equipment free from any liens or encumbrances to promptly notify XFS if there is any change in your organization such that a refinancing or amendment to XFS's financing statement against you becomes necessary.

10. Assignment. YOU MAY NOT ASSIGN, SELL, PLEDGE, TRANSFER, SUBLEASE OR PART WITH POSSESSION OF THE EQUIPMENT, THIS AGREEMENT OR ANY OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT (COLLECTIVELY "ASSIGNMENT") WITHOUT XFS'S PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD, BUT SUBJECT TO THE EXERCISE OF XFS'S REASONABLE CREDIT DISCRETION AND EXECUTION OF ANY NECESSARY ASSIGNMENT DOCUMENTATION. If XFS agrees to an Assignment, you agree to pay the applicable assignment fee and reimburse XFS for any costs we incur in connection with that Assignment, which in the aggregate shall not exceed \$250. XFS may sell, assign or transfer all or any part of the Equipment, this Agreement and/or any of our rights (but none of our obligations except for invoicing and tax administration) hereunder. XFS's assignee will have the same rights that have to the extent assigned. YOU AGREE NOT TO ASSERT AGAINST SUCH ASSIGNEE ANY CLAIMS, DEFENSES, COUNTERCLAIMS, RECOUPMENTS, OR SET-OFFS THAT YOU MAY HAVE AGAINST XFS, and you agree to remit Payments to such Assignee if so designated. XFS agrees and acknowledges that any Assignment by us will not materially change your obligations hereunder.

11. Taxes. You will be responsible for, indemnify and hold XFS harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which be included in XFS's invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, XFS reserves the right to pass through, you agree to pay, any such Taxes that are actually assessed by the applicable State on XFS as lessor of the Equipment. For jurisdictions where certain taxes are calculated and paid at the of agreement initiation, you authorize XFS to finance and adjust your Base Payment to include such Taxes over the Term. Unless and until XFS notifies you in writing to the contrary following shall apply to personal property taxes and returns. XFS will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and collect from your account all such personal property taxes. XFS MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF AGREEMENT.

12. Equipment Warranty Information and Disclaimers. XFS HAS NO INVOLVEMENT IN THE DESIGN, MANUFACTURE, SALE, DELIVERY, INSTALLATION, USE OR MAINTENANCE OF EQUIPMENT. THEREFORE, XFS DISCLAIMS, AND YOU WAIVE SOLELY AGAINST XFS, ALL EQUIPMENT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND XFS MAKES NO REPRESENTATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EQUIPMENT'S SUITABILITY, FUNCTIONALITY, DURABILITY OR CONDITION. Since you have selected the Equipment and Supplier, you acknowledge that you are aware of the name of the manufacturer of each item of Equipment, Supplier's contact information, and agree that you will contact manufacturer and/or Supplier for a description of any warranty rights you may have under the Equipment supply contract, sales order, or otherwise. Provided you are not in default hereunder, XFS hereby assigns to you any Equipment warranty rights we may have against Supplier or manufacturer thereof. If the Equipment is returned to XFS or you are in default, such rights are deemed reassigned by you to XFS. **IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS WARRANTED, BECOMES OBSOLETE, OR IS UNSATISFACTORY FOR ANY REASON, YOU SHALL MAKE ALL RELATED CLAIMS SOLELY AGAINST MANUFACTURER OR SUPPLIER AND NOT AGAINST XFS, AND YOU SHALL NEVERTHELESS CONTINUE TO PAY ALL PAYMENTS AND OTHER SUMS PAYABLE UNDER THIS AGREEMENT.**

13. Liability and Indemnification. XFS IS NOT RESPONSIBLE FOR ANY LOSSES, DAMAGES, EXPENSES OR INJURIES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (COLLECTIVELY, "CLAIMS") TO YOU OR ANY THIRD PARTY CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and hereby agree to indemnify and hold safe and harmless, and covenant to defend, XFS, its employees, officers and agents from and against: (a) any and all Claims (including legal expenses of every kind and nature) arising out of the acceptance or rejection, ownership, leasing, possession, operation, use, return or other disposition of the Equipment; and (b) all loss or damage of or to the Equipment. Neither sentence in this Section shall apply to Claims arising directly and proximately from XFS's gross negligence or willful misconduct.

14. Default and Remedies. You will be in default hereunder if XFS does not receive any Payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with XFS. If you default, and such default continues for 10 days after XFS provides notice to you, XFS may, in addition to other remedies (including discontinue or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following: (i) liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default; (iii) the Equipment's booked residual, and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 6 hereof. You agree to pay all reasonable costs including attorneys' fees and disbursements, incurred by XFS to enforce this Agreement.

15. Risk of Loss and Insurance. You assume and agree to bear the entire risk of loss, theft, destruction or other impairment of the Equipment upon delivery. You, at your own expense (i) shall keep Equipment insured against loss or damage at a minimum of full replacement value thereof, and (ii) shall carry liability insurance against bodily injury, including death, against property damage in the amount of at least \$2 million (collectively, "Required Insurance"). All such Equipment loss/damage insurance shall be with lender's loss payable to "XFS successors and/or assigns, as their interests may appear," and shall be with companies reasonably acceptable to XFS. XFS shall be named as an additional insured on all liability insurance policies. The Required Insurance shall provide for 30 days' prior notice to XFS of cancellation.

YOU MUST PROVIDE XFS OR OUR DESIGNEES WITH SATISFACTORY WRITTEN EVIDENCE OF REQUIRED INSURANCE WITHIN 30 DAYS OF THE ACCEPTANCE DATE AND ANY SUBSEQUENT WRITTEN REQUEST BY XFS OR OUR DESIGNEES. **IF YOU DO NOT DO SO, THEN IN LIEU OF OTHER REMEDIES FOR DEFAULT, XFS IN OUR DISCRETION AND AT OUR SOLE OPTION MAY (BUT IS NOT REQUIRED TO) OBTAIN INSURANCE FROM AN INSURER OF XFS'S CHOOSING, WHICH MAY BE AN XFS AFFILIATE, IN SUCH FORMS AND AMOUNTS AS XFS DEEMS REASONABLE TO PROTECT XFS'S INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XFS; IT WILL NOT COVER YOU AS AN INSURED AND MAY NOT COVER ALL OF YOUR INTEREST IN THE EQUIPMENT AND WILL BE SUBJECT TO CANCELLATION AT ANY TIME. YOU AGREE TO PAY XFS PERMITTED CHARGES FOR EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE: AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED REQUIRED INSURANCE SEPARATELY; A FINANCE CHARGE OF UP TO 1.5% PER MONTH ON ANY ADVANCES MADE BY XFS OR OUR AGENTS; AND COMMISSIONS, BILLING AND PROCESSING FEES; ANY OR ALL OF WHICH MAY GENERATE A PROFIT TO XFS OR OUR AGENTS. XFS MAY ADD INSURANCE CHARGES TO EACH PAYMENT. XFS shall discontinue billing and debiting Insurance Charges for Equipment Insurance upon receipt and review of satisfactory evidence of Required Insurance.**

You must promptly notify XFS of any loss or damage to Equipment which makes any item of Equipment unfit for continued or repairable use. You hereby irrevocably appoint us as your attorney-in-fact to execute and endorse all checks or drafts in your name to collect under any such Required Insurance. Insurance proceeds from Required Insurance or Equipment Insurance received shall be applied, at XFS's option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to XFS the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus XFS's residual interest in such Equipment (herein agreed to be 20% of the Equipment's original cost to XFS) plus any costs and amounts due to XFS hereunder, or (ii) the Determined FMV immediately prior to the loss or damage. **NO LOSS OR DAMAGE TO EQUIPMENT, OR XFS'S RECEIPT AND APPLICATION OF INSURANCE PROCEEDS, SHALL RELIEVE YOU OF ANY OF YOUR REMAINING OBLIGATIONS UNDER THIS AGREEMENT.** Notwithstanding procurement of Equipment Insurance or Required Insurance, you remain primarily liable for performance under this Section in the event the applicable insurance carrier fails or refuses to pay any claim. **YOU AGREE (I) AT XFS'S SOLE ELECTION TO ARBITRATE ANY DISPUTE WITH XFS, OUR AGENTS OR ASSIGNS REGARDING THE EQUIPMENT INSURANCE UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN FAIRFIELD COUNTY, CT, (II) THAT IF XFS MAKES THE FOREGOING ELECTION ARBITRATION (NOT A COURT) SHALL BE THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; (III) THAT CLASS ARBITRATION IS NOT PERMITTED. This arbitration option does not apply to any other provision of this Agreement.**

16. Finance Lease and Customer Waivers. The parties agree this Agreement shall be construed as a "finance lease" under UCC Article 2A. Customer waives its rights as a lessee under UCC 2A Sections 508-522.

17. Authorization of Signer and Credit Review. You represent that you may lawfully enter into, and perform, this Agreement, that the individual signing this Agreement on your behalf has all necessary authority to do so, and that all financial information you provide accurately represents your financial condition. You agree to furnish financial information that XFS may reasonably require, including your Federal Tax ID, and you authorize XFS to obtain credit reports on you in the future should you default or fail to make prompt payments hereunder.

18. Original and Sole Controlling Document; No Modifications Unless in Writing. This Agreement constitutes the entire agreement between the Parties as to the subjects addressed here and any representations or statements not included herein are not part of this Agreement and are not binding on the Parties. You agree that an executed copy of this Agreement that is signed by your authorized representative and by XFS's authorized representative (an original manual signature or such signature reproduced by means of a reliable electronic form, such as electronic transmission of a facsimile or electronic signature) shall be marked "original" by XFS and shall constitute the only original document for all purposes. To the extent this Agreement constitutes UCC chattel paper, no security interest in this Agreement may be created except by the possession or transfer of the copy marked "original" by XFS. IF A PURCHASE ORDER OR OTHER DOCUMENT IS ISSUED BY YOU, NONE OF ITS TERMS AND CONDITIONS SHALL BE BINDING ON XFS, AS THE TERMS AND CONDITIONS OF THIS AGREEMENT EXCLUSIVELY GOVERN THE TRANSACTION DOCUMENTED HEREIN. **SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY OR NEGOTIATE THE TERMS OF THIS AGREEMENT. THIS AGREEMENT MAY NOT BE AMENDED OR SUPPLEMENTED EXCEPT IN A WRITTEN AGREEMENT SIGNED BY AUTHORIZED REPRESENTATIVES OF THE PARTIES AND ANY SUCH AMENDMENTS OR SUPPLEMENTS CAN BE WAIVED EXCEPT IN A WRITING SIGNED BY XFS.** You authorize XFS to insert or correct missing information on this Agreement, including but not limited to your personal name, agreement numbers, serial numbers and other Equipment information, so long as there is no material impact to your financial obligations.

19. Governing Law, Jurisdiction, Venue and JURY TRIAL WAIVER. THIS AGREEMENT IS GOVERNED BY, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CONNECTICUT. THE JURISDICTION AND VENUE OF ANY ACTION TO ENFORCE THIS AGREEMENT, OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL BE IN A FEDERAL OR STATE COURT IN FAIRFIELD COUNTY, CONNECTICUT OR, EXCLUSIVELY AT XFS'S OPTION, IN ANY OTHER FEDERAL OR STATE COURT WHERE THE EQUIPMENT IS LOCATED OR WHERE XFS'S OR ANY OF XFS'S PRINCIPAL PLACES OF BUSINESS ARE LOCATED, AND YOU HEREBY WAIVE ANY RIGHT TO TRANSFER VENUE. **THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT.**

20. Miscellaneous. Your obligations under the "Taxes" and "Liability" Sections commence upon execution, and survive the expiration or earlier termination, of this Agreement. Notwithstanding to the contrary, notices to you will be sent to the "Billing Address" provided on the first page hereof, and notices to XFS shall be sent to our address provided on the first page hereof. Notices will be deemed given 5 days after mailing by first class mail or 2 days after sending by nationally recognized overnight courier. Invoices are not considered notices and are not governed by the notice terms hereof. You authorize XFS to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to us. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect and enforceable. Failure by either Party to exercise any right or remedy will not constitute a waiver of such right or remedy. If more than one party has signed this Agreement as Customer, each such party agrees that its liability is joint and several. The following four sentences control over every other part of this Agreement: Both Parties will comply with applicable laws. XFS will not charge you for collection of amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable hereunder to the maximum amount allowed under the applicable legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the applicable legal limit. The amount received by XFS in excess of that legally allowed will be applied by us to the payment of amounts legally owed hereunder or refunded to you.



imageQUEST, inc.
11021 E. 26th St. N.
Wichita, KS 67226
Phone: (316) 686-3200
Fax: (316) 686-0066

Term

60

Date

12/3/2020

EQUIPMENT SERVICE & SUPPLY AGREEMENT

Bill To

Name Riley County Community Corrections
Address 115 N 4th St
City, State Manhattan KS Zip 66502
Phone (785) -
Contact Shelly Williams
Email _____

Ship To

Name Riley County Community Corrections
Address 115 N 4th St
City, State Manhattan KS Zip 66502
Phone (785) -
Contact Shelly Williams
Email swwilliams@rileycountyks.gov

Fax Number _____

Overage Billing Frequency

Quarterly

Meter Read Contact

Model Number	EMS Group	Base Charge per Month	Monthly Page Allowance	Quarterly Overage Per Page	Beginning Meter Read
Altalink C8135T2	B/W	Included in Lease	5,000	0.009000	
Altalink C8135T2	Color	Included in Lease	777	0.060000	
	B/W				
	Color				
	B/W				
	Color				

Notes

Service rates LOCKED for ter. (\$125) leasing fee refunded by ImageQuest

Items Included

Service	X
Parts	X
Labor	X
Black Toner	X
Color Toner	X
Fuser Oil	X
Waste Toner Bottle	X

Color Fuser Kits	X
Color Drum Kits	X
Black & White Fuser Kits	X
Black & White Drum Kits	X
Duplicator Ink	N/A
Duplicator Masters	N/A

Excluded Items

Paper & Media	X
Staples	X
Network Support	X
Service	
Parts	
Labor	
Black Toner	
Color Toner	

Fuser Oil	
Waste Toner Bottle	
Color Fuser Kits	
Color Drum Kits	
Black & White Fuser Kits	
Black & White Drum Kits	
Duplicator Ink	X
Duplicator Masters	X

Customer Approval

Signature _____ Print Name _____ Title _____
Legal Name of Company Riley County Community Corrections Date _____

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE

Email: sales@imageQUESTks.com
Web: www.imageQUESTks.com

Attachment: Riley County - service agreement (10449 : Staff Update + ImageQUEST Contract)

Terms and Conditions

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or, if we otherwise request, you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, will be billed to the Customer. Additional fees may be charged for Services provided outside Company's normal business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Service. If YOU make software, computer or network changes after the equipment is installed, it is YOUR responsibility to ensure the new software, computer or network is backwards compatible with YOUR equipment on this agreement. Any service or updates, software or hardware, that we perform due to this issue will be a charge for time and material. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. In the event the fees herein are included in your lease payment, the Term shall begin on the start date and continue through the expiration/termination of the Lease Agreement. The meter count at installation or, in the case of owned printers, at assessment, will be used for overages calculations. Unless notified in writing ninety (90) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **LIMITATION OF LIABILITY.** In no event, shall Company be liable for any indirect, special, incidental or consequential damages (including loss profits) whether based in contract, tort, or any other legal theory and irrespective of whether Company has notice of the possibility of such damages.

6. **DEFAULT; REMEDIES:** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

7. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

8. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.

9. **INDEMNIFICATION.** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

10. **FAX EXECUTION.** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

11. **MISCELLANEOUS.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of _____ (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

Initial _____





STATEMENT OF WORK

This Statement of Work defines all activities to be delivered by imageQUEST at the time of installation.

iQ Sales Representative: Alex Warren

Date: 12/3/2020

STANDARD INSTALLATION SERVICES PERFORMED BY IMAGEQUEST (valid for 60 days after install date)

- Installation of print drivers on one server and up to five (5) PC's for each device.
- Setup of up to three PC's to Scan to Folder, considering valid path and file are provided.
- Setup of Scan to Email for three (3) accounts if a valid SMTP server is provided with valid authentication credentials and password.
- Setup of one (1) destination to receive fax forwarding.
- Setup of Xerox Standard Accounting for three (3) users.
- Installation of the iQ360 App to one (1) PC or server and activation of the Automated Supplies Replenishment Tool (Networked Devices Only).
- Thirty (30) minutes of end user training to include basic functions of the equipment.

All Servers, PC's, and iQ devices to be connected must be located within the same subnet scheme

DISCLAIMER

If customer is unable to provide necessary authentication credentials or passwords, or any network specific information resulting in an additional visit from imageQUEST, time will be billable at \$150.00 per hour. Should an additional trip be necessary due to insufficient electrical service, data source, or phone line, customer will be billed at \$150.00 per hour.

imageQUEST is not responsible for any loss of data or downtime related to any imageQUEST provided support device or service.

In the event imageQUEST provides any services in addition to the Standard Installation Services detailed above, customer will be billed at a rate of \$150.00 per hour / minimum 1 hour.

ADDITIONAL INSTALLATION SERVICES REQUESTED

- Print Drivers - \$10.00
- Scan to Folder - \$25.00
- Scan to Email - \$25.00
- Address Book / Fax Destinations / Account Codes - \$50.00
- Installation of existing foreign interface - \$100.00
- Configuration of mobile devices / air print - \$100.00
- Additional Equipment Training (1 hr) - \$150.00

Quantity	SubTotal
	x
	x
	x
	x
	x
	x
	x
Total:	x

No additional services needed at this time - \$0

Customer Initials:

INSTALLATION SERVICES NOT PERFORMED BY IMAGEQUEST

- Providing additional network drops, patch cables, or telephone cables to customer facilities.
- Making changes to existing network environment, server configuration, or email server.
- Making changes to any network server desktop applications, firewalls, or anti-virus software.
- Making any changes not approved by the customers internal or external IT department.
- Installation of any software applications not included with the imageQUEST MFP or printer.
- Configuration of third party software / solutions.

ACCEPTANCE OF THE STATEMENT OF WORK

Signature indicates Customer acceptance of Statement of Work as well as the Terms and Conditions described.

Customer Name (Print)

Riley County Community Corrections

Company Name

Authorized Signature

Title

Date

NON-APPROPRIATIONS AMENDMENT

This is an amendment, dated and effective as of 12/03/20, to that certain Agreement # _____
("Agreement") between Riley, County of, ("Customer") and
Xerox Financial Services LLC. All capitalized but undefined terms used in this Amendment shall have the
meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties,
the parties agree to amend the Agreement as follows:

Non-Appropriation. Your obligation to remit the Payments and any other amounts due is contingent upon
approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any
forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally
available to be allocated to the payment of your obligations hereunder, you may terminate the Agreement
effective on the first day of such forthcoming fiscal period ("Termination Date") if: (a) you have used due
diligence to exhaust all funds legally available, and (b) XFS has received written notice from you at least 30 days
before the Termination Date. At XFS's request, you shall promptly provide supplemental documentation as to
such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for any
Payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall
promptly return the Equipment as set forth in the return provisions of this Agreement.

ACKNOWLEDGED AND ACCEPTED:

Customer: Riley, County of

Authorized Signor: _____

Name/Title: _____

Date: _____

Xerox Financial Services LLC

Accepted by: _____

Name/Title: _____

Date: _____

Attachment: riley County - SLG Addendum (10449 : Staff Update + ImageQUEST Contract)



COMMUNITY CORRECTIONS
Contract > \$10K

Shelly Williams
Community Corrections
Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

COMMISSION AGENDA REPORT

FROM: Shelly Williams, Director Riley County Community Corrections

MEETING: January 28, 2021

SUBJECT: Staff Update + Drug Testing Contract

PRESENTER: Shelly Williams, Director, Riley County Community Corrections

BACKGROUND **KDHE Opioid Grant**

As you may recall, Kristen Wright, former JCAB Member and current Clay Center School Counselor, reached out and encouraged us to apply as a sub-recipient for a KDHE grant. We applied and were recently awarded as a sub-recipient of the Kansas Overdose Data to Action (OD2A) Grant. The grant runs from October 19, 2020 to August 31, 2021, and will pay for us to have random, risk-based drug testing services in Clay County. We received \$19,820.39 for drug testing supplies, lab confirmation costs, and to contract out drug test oversight.

DISCUSSION

The attached contract is a direct result of the KDHE Opioid Grant that we received in October. The new Sheriff was just sworn in on January 11th, so I am waiting on his additions and/or corrections to the attached. This is for your review only today unless Mr. Holeman and Sheriff approve as to form.

FISCAL IMPACT

This is a reimbursement grant, so once approved we would begin purchasing drug testing supplies, etc. so the Sheriff's Office can begin drug testing.

RECOMMENDATION(S)

IF the Sheriff and Mr. Holeman approve content before Thursday, approve for Shelly to execute

and sign.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Clay County SO Drug Testing Contract (DOC)
- Clay County SO Drug Testing Contract 1 (DOC)

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into the on _____ day of February, 2021, by and between Riley County Community Corrections, hereafter "RCCC", and the Clay County Sheriff's Department, hereafter "SO".

WHEREAS, RCCC provides risk-based supervision based on evidence-based principles and practices, and;

WHEREAS, SO is willing and able to provide same sex, continuous observation of all specimen collections with all universal safety precautions being followed;

NOW, THEREFORE, in consideration of the mutual promises below, the parties agree as follows:

1. RCCC RESPONSIBILITIES

RCCC agrees and promises it shall:

- a) Provide in-person training;
 - i. Provide written "how to" drug testing instructions for ease of completion and accuracy.
 - ii. Provide proper instruction when new testing methodologies are introduced.
- b) Provide access to e-learning training modules;
- c) Provide access to on-line drug testing portal;
- d) Direct offenders to report between the hours of 6:30am – 7:30am, 10 – 11:30am if disabled or unemployed, and 6:30am – 7:30am, 10 – 11:30am and 6:30 – 8pm if employed when their assigned, random, risk-based color is called.
- e) Provide drug testing supplies to include laboratory requisition forms, collection cups, collection hats, single panel, 10 or 13 panel dips, Quantisal saliva collection devices, and dye;
- f) Provide PPE supplies to include rubber gloves, glove rack and masks;
- g) Provide a lockable supply cabinet for drug testing and PPE supplies;
- h) Pay \$20 per urine specimen collected, tested and bagged for lab confirmation, not to exceed \$10,440.00 of the KDHE OD2A Sub-Grantee Award by August 31, 2021;
- i) Make payments on the last payroll cycle of the month based on weekly documentation submitted by Monday's at noon. Total payments shall not exceed \$9,000 in any State Fiscal Year (July 1st through June 30th) or RCCC will have to go out for bids.

Commented [CH1]: Shelly, computer "access" or in-person? When and how? How often?

Commented [SW2R1]: Both. Unknown.

Commented [CH3]: Shelly, do you intend to pay \$30/hour travel time to training, or do you intend to pay mileage? Do you want to approve travel in advance? How do you distinguish between the \$30/hour here and the \$40/hour in the immediately preceding paragraph?

Commented [SW4R3]: I was going to pay both travel and mileage, is that not usually how that works? I would arrange to approve the training in advance. I just thought facilitating it took more skill than attending a training, so that's how I was going to pay with the difference in pay.

Commented [CH5]: Shelly, I recommend you insert a date rather than "last pay period of the month".

Commented [SW6R5]: Since the date of the last pay period changes each month, should I say by the 30th?

2. CONTRACTOR RESPONSIBILITIES

Contractor agrees and promises to:

- a) Participate in all training provided by Riley County Community Corrections
- b) Keep all drug testing supplies in a secure location accessible only by trained staff.
- c) Ensure that client's coats/jackets, purses, backpacks, etc. are not allowed in the collection or testing area.
- d) Provide on-site drug testing from 6:30am – 7:30am, 10 – 11:30am for disabled or unemployed offenders, and 6am – 7:30am, 10 – 11:30am and 6:30 – 8pm.
- e) Provide same-sex, continuous observation of all specimen collections to prevent possible attempts by the offender to dilute or contaminate the sample, smuggle in another's urine, or otherwise attempt to alter a sample.
 - i. Only provide drug testing for those clients who have their color called on said day or if requested by the RCCC Intensive Supervision Officer.
 - ii. Take necessary precautions by diluting the stool with a colored solution if there is a verified medical condition that impedes the client from providing a specimen while under continuous observation.
 1. Upon reasonable suspicion, ask the offender to submit to a search for possible devices.
 - a. If a device is confiscated, it may be used as evidence in a probation violation hearing, so necessary precautions shall be taken to preserve said evidence.
 - b. Said evidence shall be sealed and stored in a secure location with a chain of custody form to include the offender's signature.
- f) Provide on-site drug testing utilizing an approved testing device for the detection of illicit or prohibited substances contained in the urine, breath or saliva, capable of providing immediate results.
 - i. All specimen testing shall be conducted in the presence of the client.
 - ii. Testing samples shall not leave the presence of the client, to include and until the specimen is sealed for mailing.
- g) In the event an offender is unable to provide a urine sample, the following actions may be taken:
 - i. The offender may be requested to leave the office and return when they are able to submit a specimen, or
 - ii. The offender may be taken to a designated area until the requested sample is provided.

- h) Follow chain of custody best practice protocols. Chain of custody being the chronological documentation and paper trail which reflects the custody, control, transfer, analysis and disposition of a sample of bodily fluid, which has been submitted for testing.
 - i. A Chain of Custody form shall be completed only when a urine sample is being submitted to the laboratory for confirmation of an on-site test.
 - ii. A Chain of Custody form shall be retained for RCCC.
- i) Follow lab confirmation protocols on specimens yielding positive results;
 - iii. Lab confirmation shall only occur when a positive sample is submitted or when the Intensive Supervision Officer requests a confirmation to ascertain levels.
 - iv. Specimens sealed for laboratory confirmation shall be stored in a secure location accessible only by staff.
- j) Return drug testing paperwork to the locked supply cabinet.
- k) Preserve client confidentiality and follow all state and federal non-discrimination laws.

Commented [CH7]: Shelly, when and how often is this provided?

3. TERM

The parties understand and agree that this Agreement shall be in effect until August 31, 2021, subject to termination or modification.

4. MODIFICATION

This Agreement may be modified, amended or enlarged only by mutual agreement of the parties in writing. The parties agree and promise to review this Agreement bi-annually, and to cooperate in development of testing practices, protocols and overall procedures or amendments as they relate to this Agreement to ensure the success.

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Termination of this Agreement shall become effective August 31, 2021. The parties agree this Agreement may also be terminated by written notice to the other party not less than one month prior to desired end date IN WITNESS, HEREOF, this Agreement is executed by the parties the day and year written above.

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Commented [SW9R8]: One session includes 6 different interactive journals differing in topic, with the length depending on the speed of the class.

Shelly Williams, Director
Riley County Community Corrections

Alan Benninga, Sheriff
Clay County Sheriff's Department

Date

Date

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Shelly Williams, Director
Riley County Community Corrections

Alan Benninga, Sheriff
Clay County Sheriff's Department

Date

Date



PUBLIC WORKS
Personnel

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director

MEETING: January 28, 2021

SUBJECT: Request to fill vacant Administrative Clerk II-Utilities position

PRESENTER: John Ellermann, Public Works Director

BACKGROUND

The Department of Public Works has a need to fill a vacant Administrative Clerk II - Utilities.

DISCUSSION

Requesting to fill the recently vacated Administrative Clerk II - Utility position recently vacated in the Public Works Department. This position handles all of the financials for the nine sewer and water districts. This position also assists in developing budgets and accounting reports. Interaction with customers and vendors occurs on a daily basis. The Administrative Clerk II serves as a back-up to and assists the PW Senior Analyst.

FISCAL IMPACT

This position is a budgeted position.

RECOMMENDATION(S)

It is recommended that the BOCC allow Public Works to fill the vacant position.

POSSIBLE MOTION(S)

Move to approve filling of the Public Works Administrative Clerk II - Utilities position.

Move to deny filling of the Public Works Administrative Clerk II - Utilities position.

Enclosures:

- Gold Sheet Admin Clerk II Utilities (PDF)

RILEY COUNTY POSITION ACTION FORM

Department Public Works Date 1/26/2021 Job Title Administrative Clerk II - Utilities

☒ Full Time	☐ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade <u>J</u>	Start Date <u>ASAP</u>	☐ Non-Exempt
☐ Part Time	☐ As Needed	☐ Intern	☐ Temporary	40 Hours per ☒ Week ☐ Month	End Date	☒ Exempt

TYPE OF REQUEST

(Check one box and follow instructions in box – attach new job description if applicable)

Budgeted Position Request		Non-Budgeted Position Request	
☒ Request to hire replacement-same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☐ Request to hire replacement-new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: Michelle Adams	2. Effective date of promotion, transfer, termination, or change: 2/3/2021	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☐ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact): \$	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☐ No
5. Has this position been "On Hold?" ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? Incumbant transfer to Clerk's office

2. Is it possible to fill this position internally? If no, why not?

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills:

Additional comments:

Approval by:

Department Head:

Date:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:



PUBLIC WORKS
Update

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director
MEETING: January 28, 2021
SUBJECT: First Christian Church Asbestos Removal
PRESENTER: John Ellermann, Public Works Director

BACKGROUND

With the purchase of the First Christian Church building there has been discussions on how to proceed with its use. Any option will include the removal of any asbestos that is currently in the building. Under the direction of the previous Commission the Public Works Department reached out to Associated Insulation, Inc. to evaluate the building and give an estimate for asbestos removal.

DISCUSSION

Associated Insulation estimates the costs to remove the asbestos from the building to be over \$65,000.

FISCAL IMPACT

Fiscal impact will be over \$65,000 from a funding source yet to be determined.

RECOMMENDATION(S)

NA

POSSIBLE MOTION(S)

No action required at this time.

Enclosures: