



**Board of Riley County
Commissioners
Regular Meeting
Agenda
May 17, 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. Proclamation - National Public Works Week - May 16-22, 2021
4. 2021 Asphalt Overlay Program Contract with Shilling Construction
5. Review and sign Real Estate Sales Data Search Service Agreement and Contractual Provisions Appraiser's Website contract with Steven Colandrea of Keller Williams One Legacy Partners LLC.
6. Sign Riley County Personnel Action Form(s)

Review Minutes

7. Board of Riley County Commissioners - Regular Meeting - May 13, 2021 8:30 AM

Review Tentative Agenda

8. Tentative Agenda

Press Conference Topics

9. Discuss Press Conference

9:00 AM

Vickie James, Food and Farm Council and Lee Crouch, CSM, Soldier Recovery Unit

10. Soldier Recovery Unit (SRU) Hoop House

9:15 AM

David Adams, EMS/Ambulance Director

11. EMS/Ambulance Staff Update

9:30 AM

Press Conference

12. Presentation of the National Public Works Week Proclamation - John

Ford and John Ellermann (3-5 minutes)

- 13. Wheat plot tour and upcoming tractor safety course - Greg McClure (5 minutes)
- 14. City/School Elections - Rich Vargo (2 minutes)

9:50 AM

Alvin Perez, PW Operations and Fleet Manager

- 15. Bid opening for one tandem axle dump truck

10:00 AM

Alvin Perez, PW Operations and Fleet Manager

- 16. Bid opening for one 55 ton paver ready hydraulic detach drop deck trailer

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

- 17. Administrative Work Session
- 18. Pending County Projects County Counselor
- 19. Review and Sign Federal Commitments under the "American Rescue Plan."

10:30 AM

Tami Robison, Budget and Finance Officer and Elizabeth Ward, Human Resource Manager

- 20. 2022 COLA and Merit Increases
- 21. Mid-Year Salary Adjustment

11:00 AM

Tami Robison, Budget and Finance Officer

- 22. Open.Gov Platform Presentation

11:15 AM

Elizabeth Ward, Human Resource Manager

- 23. Mask mandate

11:20 AM

Elizabeth Ward, Human Resource Manager

- 24. New and Expanded Position Requests for 2022 Budget

12:00 PM

Law Enforcement Agency Meeting

- 25. Law Board Meeting Agenda

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.



PUBLIC WORKS
Proclamation

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

COMMISSION AGENDA REPORT

FROM: Shannon Sterling

MEETING: May 17, 2021

SUBJECT: Proclamation - National Public Works Week - May 16-22, 2021

PRESENTER: John Ellermann, Director of Public Works

POSSIBLE MOTION(S)

The Board agrees by consensus to sign Proclamation for National Public Works Week - May 16-22, 2021.

Enclosures:

- National Public Works Week Proclamation_2021 (PDF)



Proclamation

NATIONAL PUBLIC WORKS WEEK May 16-22, 2021

WHEREAS, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of Riley County, Kansas; and

WHEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from state and local units of Government and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, sewage and refuse disposal systems, public buildings, and other structures and facilities essential to serve our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and to maintain a progressive interest and understand the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association;

NOW, THEREFORE LET IT KNOWN, that the Board of County Commissioners of Riley County, Kansas, do hereby urge Riley County Citizens to join with representatives of Riley County Public Works, the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and economy.

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

CHAIRMAN

MEMBER

ATTEST:

RICH VARGO
Riley County Clerk

MEMBER



PUBLIC WORKS
Contract

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

COMMISSION AGENDA REPORT

FROM: Shannon Sterling, Admin. Assistant II

MEETING: May 17, 2021

SUBJECT: 2021 Asphalt Overlay Program Contract with Shilling Construction

PRESENTER: John Ellermann, Director of Public Works

Attached for your approval is the contract for the 2021 Asphalt Overlay Program - Alternate No. 3 with Shilling Construction Co., Inc. in the amount of \$1,440,925.70.

Staff recommends approval.

POSSIBLE MOTION(S)

Move to approve the contract for the 2021 Asphalt Overlay Program - Alternate No. 3 with Shilling Construction Co., Inc. in the amount of \$1,440,925.70.

Move to table for further discussion.

Enclosures:

- Shilling Construction_2021 Asphalt Overlay Program_Contract Agreement (PDF)

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between **the people of Riley County, Kansas**, acting through their **County Commissioners**, thereunto duly authorized to do so, party of the first part and hereinafter called the Owner, and **Shilling Construction Company, Inc.**, party of the second part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared in accordance with the law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents and has caused to be published in the manner and for the time required by law, an advertisement for and in connection with:

2021 Asphalt Overlay Program

in accordance with the drawings, specifications, and other contract documents prepared by Riley County, and

WHEREAS, the said Contractor in response to such advertisement has submitted to the Owner in the manner and at the time specified a sealed proposal in accordance with the terms of said advertisement; and

WHEREAS, the Owner in the manner prescribed by law has publicly opened, examined, and canvassed the proposals submitted in response to the published invitation therefore, and as result of such canvass has determined and declared the aforesaid Contractor to be the best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and successors and the Contractor for itself, himself or themselves or its, his or their successors and assigns or its, his or their executors and administrators as follows:

ARTICLE I. The Contractor shall furnish all necessary labor, materials, equipment, tools, and services necessary to perform and complete in a workmanlike manner all work required for the construction of the project in strict compliance with the plans, specifications, and other contract documents herein mentioned which are hereby made a part of the contract.

ARTICLE II. The contract comprises the contract documents listed as follows. In the event that any provision of one contract document conflicts with the provision of another contract document, the provision in that contract document first listed below shall govern except as otherwise specifically stated:

- a. Agreement (this instrument), including Contractual Provisions attachment and Exhibits to the Agreement.

b. Addenda to contract documents as follow:

Addendum No.	Dated
_____	_____
_____	_____

c. Legal and procedural documents.

1. Proposal
2. Instructions to Bidders.
3. Notice to Bidders.

d. Detailed specification requirements.

1. Special Provisions.
2. Supplemental Specifications.
3. Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, 2015 Edition, Divisions 150, 200, 300, 400, 500, 600, 700, 800, 900 and the Materials Division.

e. Plan drawings and Special Conditions.

f. General provisions of the specifications.

1. Special Provisions.
2. Standard Specifications for State Road and Bridge Construction of the Kansas Department of Transportation, 2015 Edition, Division 100, the General Clauses and Covenants.

g. Bonds.

1. Performance Bond.
2. Statutory Bond.
3. Bid Bond.

h. Owner's "Contractual Provisions Attachment"

ARTICLE III. The Contractor shall start work on or within ten days following the date of a written order from the Owner to the Contractor to proceed with the work to be performed under the provisions of this contract or on a subsequent date designated and authorized by the Owner in said order and the Contractor shall complete said work within **25 working days** as stated in his proposal.

ARTICLE IV. The Contractor shall at all times observe and comply with all Federal and State laws, local bylaws, ordinances, and regulations in any manner affecting the conduct of the work and all such orders or decrees as exist at present and those which may be enacted late by bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the Owner and all its officers, agents, representatives, and servants against any claim or liability from or based on the violation of any such law, bylaw, ordinance, regulation, order, or decree whether by himself, his employees, or his subcontractors.

The Contractor shall comply with all applicable laws governing safety, health, and sanitation and shall provide all safeguard, safety devices, and protective equipment and take any other needed actions on his own responsibility necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

ARTICLE V. For the performance of work under this contract, the Owner has designated Riley County Engineer as a duly authorized agent to perform the duties of the Engineer as the duly authorized representative of the Owner. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished and the work performed and as to the manner of performance and rate of progress of the work and shall decide all questions which may arise as to the interpretation of the plans and specifications and all questions as to the acceptable fulfillment of the terms of the contract.

ARTICLE VI. The Owner shall have the right to terminate the employment of the Contractor after giving ten days written notice of termination to the Contractor and his surety in the event of any default by the Contractor and upon receiving written notice from the Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all material, tools, and equipment thereon and may finish the work by whatever method and means he may select. The Owner may demand of the Contractor's surety that the surety proceed in place of the Contractor to complete the contract in accordance with the terms and provisions thereof. It shall be considered a default by the Contractor whenever he shall:

- a. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
- b. Disregard or violate important provisions of the contract documents or Engineer's instructions or fail to prosecute the work according to the agreed schedule of completion including extensions thereof.
- c. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.

ARTICLE VII. The Contractor may suspend work or terminate the contract upon ten days written notice to the Owner and the Engineer for any of the following reasons:

- a. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no fault of the Contractor or his employees.
- b. If the Engineer should fail to act upon any request for payment within ten days after it is presented in accordance with the contract documents.
- c. If the Owner should fail to act upon any request for payment within 30 days after its approval by the Engineer.

d. If the Owner should fail to pay the Contractor any sum within 30 days after its award by arbitrators.

ARTICLE VIII. The Owner shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as compensation therefore, the unit bid prices stipulated in the Proposal attached hereto for the various items of work in accordance with the provisions of the contract documents. The total contract price shall be determined on the basis of the actual quantities of work performed and materials furnished as authorized and determined in accordance with the provisions of the contract documents. The total bid price, determined on the basis of approximate quantities listed in the above mentioned Schedule of Bid Prices - Alternate #3 is in the amount of **One Million Four Hundred Forty Thousand Nine Hundred Twenty Five Dollars and Seventy Cents (\$1,440,925.70).**

ARTICLE IX. Ten percent (10%) shall be deducted from each partial payment and retained by Riley County until the provisions of the contract and bond have been satisfied. If the work is progressing satisfactorily in accordance with the plans, this retainage may be reduced as the contract nears completion. At no time shall the retainage exceed five (5%) of the total contract amount.

ARTICLE X. The Contractor agrees to bond every subcontractor by the terms of the contract documents but in no way shall this be considered as creating any contractual relation between any subcontractor and the Owner.

ARTICLE XI. The Contractor shall purchase and maintain insurance in the following minimum amounts or the minimum amounts required by law, whichever is greater throughout this Agreement:

- a) Workers' Compensation and employer's liability insurance as required by the State of Kansas.
- b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including on site and off site operations, and owned, non-owned, or hired vehicles, with \$1,000,000 combined single limits.
- c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the contractor or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- d) Owner will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage identified in items "b" and "c", and Contractor waives subrogation against Owner as to said policies.
- e) Contractor shall file (3) copies of certificates of aforementioned insurances with Owner through Engineer.

ARTICLE XII. This Agreement and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and Contractor respectively and to his partners, successors, assigns, and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer, or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

John Ford, Chairman

SHILLING CONSTRUCTION
COMPANY, INC

[Signature]

By

Vice President

Title

Address

ATTEST: County Clerk

**Shilling Construction
Company, Inc.**
P.O. Box 1568
Manhattan, KS 66505

* * * * *

The contract and bond are in due form according to law and are hereby approved.

County Counselor

Attachment: Shilling Construction_2021 Asphalt Overlay Program_Contract Agreement (10836 : 2021 Asphalt Overlay Contract)

Attachment to "Contract" Between Riley County (hereinafter "County"), and
Shilling Construction Company, Inc. (hereinafter "Contractor").

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 _____.

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, Contractor 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.** Contractor 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.** Contractor 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. Any Contract for a term of one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.
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 Contractor. In the event of such termination, County agrees to give written notice of

termination to contractor. With regard to equipment, leased or otherwise, provided to County under the contract, if lawful, County will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the contract by County, title to and possession of any equipment purchased by the County under contract, but not fully paid for, shall revert to Contractor 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 Contractor.

6. **LEASE/PURCHASE AGREEMENTS, LEASES WITH AN OPTION TO BUY, AND INSTALLMENT PURCHASE AGREEMENTS.** If the Contract to which this is attached is a lease-purchase agreement, a lease with an option to buy or an installment purchase agreement, pursuant to K.S.A. 10-1116b, County is obligated only to pay periodic payments or monthly installments under the contract as may be lawfully made from (a) funds budgeted and appropriated for that purpose during the County's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Pursuant to K.S.A. 10-1116c, if the foregoing Contract is for a term exceeding the current fiscal year of the County, the Contract must specify: (1) the amount or capital cost required to purchase the item if paid for by cash, (2) the annual average effective interest cost, and (3) the amount included in the payments for service, maintenance, insurance or other charges exclusive of the capital cost and interest cost.

7. **ANTI-DISCRIMINATION CLAUSE.** In carrying out the Contract, Contractor shall comply with K.S.A. 44-1001 *et seq.*
- 7.1 Contractor 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.
- 7.2 In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- 7.3 If Contractor 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, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- 7.4 If Contractor 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, Contractor shall be deemed to have breached the Contract and it may be canceled, terminated or suspended, in whole or in part by County.
- 7.5 Contractor shall include the provisions of paragraphs 7.1 through 7.4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor of Contractor.
- 7.6 Parties to the contract understand that this paragraph number 7 is not applicable if Contractor employs fewer than four employees or if Contractor's contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

8. **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.
9. **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.
10. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the document on behalf of Contractor and Contractor agrees to be bound by the provisions thereof. Contractor shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State.
11. **RESPONSIBILITY FOR TAXES.** The County shall not be responsible for, nor indemnify Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of the contract.
12. **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.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
13. **INSURANCE PROVIDED BY CONTRACTOR.** Contractor shall maintain in full force and effect during the term of the Contract the insurance policies and coverages listed in the Contract, which policies shall be issued by a responsible carrier selected by Contractor. Contractor shall deliver to County, upon reasonable request, Certificates of Insurance evidencing such coverages. Minimum limits for coverage are as follows:
- | | |
|--------------------------------------|--|
| • General Liability Insurance | \$500,000 per occurrence |
| • Workers Compensation | Per State Statutes |
| • Employers Liability | \$100,000 Bodily Injury By Accident |
| • \$500,000 Bodily Injury By Disease | |
| • \$100,000 Bodily Injury by Disease | |
| - each employee | |
| • Business Auto (Owned & Non-Owned) | \$500,000 Combined single limit per occurrence |
| o Property/Contents | Contractor agrees to maintain fire and extended coverage on all property, real or personal, belonging to Contractor. |

The Riley County Board of County Commissioners and Riley County, Kansas shall be named as an additional insured with respect to the General Liability and Business Auto insurance coverages. All of the foregoing coverages shall be issued by a company or companies licensed to do business in the state of Kansas.

14. **TERM AND TERMINATION.**

14.1 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.

14.2 Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor 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 contractor 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, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.

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

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

15. INDEPENDENT CONTRACTOR RELATIONSHIP. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.

16. **PERSONNEL.**

16.1 Qualified Personnel. Contractor 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.

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

16.3 Employee Conflict of Interest. Contractor 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.

17. PROHIBITION OF CONFLICTS OF INTEREST.

17.1 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 Contractor. Contractor 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 Contractor 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.

18. 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.

19. 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.

20. RECORDS, REPORTS AND INSPECTION.

20.1 Documentation of Costs. All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement under the express terms of the Contract shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the Contract shall be clearly identified and readily accessible to both parties to the Contract.

A. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of any applicable final expenditure report under the Contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

B. Contractor's Purchasing Procedure. Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its

purchasing procedures if requested by County.

21. **METHOD OF BILLING AND PAYMENT.**

21.1 Billing Procedures. Contractor agrees that billings and payments under the Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Riley County, Kansas. Subject to the maximum amount of compensation prescribed herein, payment shall be made after receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by the Contract.

A. Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in paragraph 20.1, above.

B. Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the Contract purpose when such items and services are specifically authorized by the Contract. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the Contract purpose, or was not authorized by the Contract.

C. Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to the Contract prior to any disbursements being made by County to Contractor.

D. Mailing Address. Payments shall be mailed to Contractor's address as set forth herein.

22. **LICENSES AND PERMITS.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out the Contract. Contractor 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.

23. **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.

24. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor 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 Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
John Ford, Chairman

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Contractor

SHILLING CONSTRUCTION
COMPANY, INC.

By: _____
Name: Eric Schmeier

Date

STATUTORY BOND

Bond # NKS2161

K N O W A L L M E N B Y T H E S E P R E S E N T S

that the Contractor Shilling Construction Company, Inc., as principal, and as surety

Merchants National Bonding, Inc. a corporation authorized under the laws of the State of

Iowa with general offices in Des Moines and authorized to transact

business in the State of Kansas are held and firmly bound unto the State of Kansas in the penal sum of

One Million Four Hundred Forty Thousand Nine Hundred Twenty Five Dollars and Seventy Cents

(\$1,440,925.70) lawful money of the United States, for the payment of which sum well and truly to be

made, said principal and surety bind themselves, their heirs, administrators, executors, successors, and

assigns, jointly and severally, firmly by these presents.

Signed, sealed, and delivered this _____ day of _____ 20____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written Agreement with Riley County,

Kansas as Owner, dated _____, 20____, for the furnishing of all materials and labor and doing all the work of whatever kind necessary to construct a

2021 Asphalt Overlay Program

for the Owner, all in accordance with the Contract Documents for such work on file in the office of the Owner and in accordance with said Agreement, which is by reference made a part hereof.

NOW THEREFORE, if the said principal or the subcontractor or subcontractors of said principal shall pay all indebtedness incurred for supplies, material, or labor furnished, used, or consumed in connection with or in or about the Construction or making of the above described improvement; including gasoline, lubricating oils, fuel oils, greases, coal, and similar items used or consumed directly in furtherance of such improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the Work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications and further agrees that this bond and its obligation

Attachment: Shilling Construction 2021 Asphalt Overlay Program Contract Agreement (10836 : 2021 Asphalt Overlay Contract)

thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

IN TESTIMONY WHEREOF, said principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

Shilling Construction Company, Inc.

Principal



Merchants National Bonding, Inc.

Surety



Attorney-in-fact Wendy A. Lewis

This instrument shall be executed in four (4) copies, all considered as originals. Date of this instrument shall not be prior to date of the agreement. A certified copy of each agent's power-of-attorney must be attached to each copy hereon. OWNER shall file one copy with the Clerk of the District Court, in the district that the work is performed.

Attachment: Shilling Construction_2021 Asphalt Overlay Program_Contract Agreement (10836 : 2021 Asphalt Overlay Contract)

PERFORMANCE BOND

Bond # NKS2161

KNOW ALL MEN BY THESE PRESENTS

that the Contractor Shilling Construction Company, Inc. Of Manhattan, KS, as

principal, and as surety Merchants National Bonding, Inc.

a corporation authorized under the laws of the State of Iowa

with general offices in Des Moines

and authorized to transact business in the State of Kansas are held and firmly bound unto

Riley County, Kansas as Owner, in the penal sum of One Million Four Hundred Forty Thousand Nine Hundred Twenty Five Dollars and Seventy Cents (\$1,440,925.70) lawful money of the United States, for the payments of which sum well and truly to be made, said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this _____ day of _____, 20____.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written Agreement with Riley County,

Kansas as Owner, dated _____ day of _____, 20____, for the furnishing of all materials and labor and doing all the work of whatever kind necessary to construct a

2021 Asphalt Overlay Program

for the Owner, all in accordance with the Contract Documents for such work on file in the office of the Owner and in accordance with said Agreement, which is by reference made a part hereof.

NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions and obligations of said Agreement on the part of said principal to be performed, and shall hold the Owner harmless against all claims, loss of damage which it may sustain or suffer by reason of any breach of said Agreement by said principal, and if said principal shall maintain the improvements to be constructed by him as provided for in said Agreement and shall make good all defects in material and workmanship in the manner and for a period of one year, or such other period as provided for in the Contract Documents above referred to, then this obligation shall be void; otherwise to remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Agreement to the Work to be performed thereunder or the Specifications accompanying the same, shall in any way affect its obligations on this bond, and it does

Attachment: Shilling Construction_2021 Asphalt Overlay Program_Contract Agreement (10836 : 2021 Asphalt Overlay Contract)

hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement or to the Work or to the Specifications and further agrees that this bond and its obligation thereunder shall extend to all subsequent work ordered by modification pursuant to the provisions of the Contract Documents.

IN TESTIMONY WHEREOF, said principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

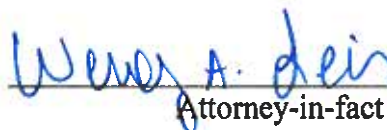
Shilling Construction Company, Inc.

Principal



Merchants National Bonding, Inc.

Surety



Attorney-in-fact

Wendy A. Lewis

This instrument shall be executed in three (3) copies, all considered as originals. Date of this instrument shall not be prior to date of agreement. A certified copy of each agent's power-of-attorney must be attached to each copy hereon.

MERCHANTS BONDING COMPANYTM POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Wendy A Lewis

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2020.



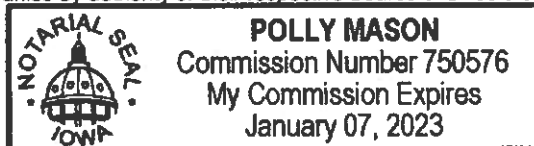
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of March, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____, 2020.



William Warner Jr.
Secretary

Client#: 49662

SHICONPC1

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy-Kansas City 1828 Walnut Street Suite 701 Property Casualty/MM-KC Kansas City, MO 64108	CONTACT NAME: Kelli L. Nelson, CISR	
	PHONE (A/C, No, Ext): 816 857-7833	FAX (A/C, No):
INSURED Shilling Construction Company, Inc. PO Box 1568 Manhattan, KS 66505	E-MAIL ADDRESS: KNelson@holmesmurphy.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Acuity Insurance Company	NAIC # 14184
	INSURER B: Midwest Builders Casualty Mutual Co.	13126
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	X	X	ZG0907	07/01/2020	07/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	ZG0907	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0	X	X	ZG0907	07/01/2020	07/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC10000010122021A	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2021 Asphalt Overlay Program

The Riley County Board of Commissioners and Riley County, Kansas are Additional Insureds as respects General Liability and Automobile Liability when required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Board of County Commissioners of
Riley County, Kansas
115 N. 4th Street
Manhattan, KS 66502

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Signature not on file.

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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: May 17, 2021

SUBJECT: Review and sign Real Estate Sales Data Search Service Agreement and Contractual Provisions Appraiser's Website contract with Steven Colandrea of Keller Williams One Legacy Partners LLC.

PRESENTER: Greg McHenry

POSSIBLE MOTION(S)

Move to approve Real Estate Sales Data Search Service Agreement and Contractual Provisions Appraiser's Website contract with Steven Colandrea of Keller Williams One Legacy Partners LLC.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Colandrea contract (PDF)

REAL ESTATE SALES DATA SEARCH SERVICE AGREEMENT

This Real Estate Sales Data Search Service Agreement is made and entered into this 11th day of May, 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 Steven Colandrea with its principal offices located at 2630 Farm Bureau Rd. STEA Manhattan, KS 66502 ("Member").

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.

☒ **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 \times \$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 fee 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 or 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.

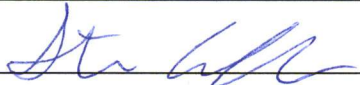
7. Termination

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

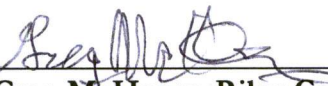
- 8.1. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein.
- 8.2. This Agreement contains the entire understanding between the parties and supersedes all prior agreements or understandings between the 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): Steven Colandrea
 Signature: 
 Title: Real Estate Licensee
 Date: 5/11/2021
 Phone Number: 785-477-5893
 Fax Number: _____
 E-Mail: SColandrea@kw.com
 Estimated # of Users: 1

 John Ford, Chairman

Approved:

By: 
 Greg McHenry, Riley County Appraiser

Date: 5-12-21

Attachment: Colandrea contract (10835 : Appraiser's Website contract with Keller Williams One Legacy Partners LLC)

Attachment A to "Contract" Between Riley County (hereinafter "County"), and
Steven Colandrea (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 11th day of May, 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.

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, KANSASBy: Steven ColandreaBy: _____
John Ford, ChairmanDate: 5/11/2021

Date: _____

ATTEST:

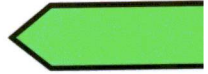
Rich Vargo, County Clerk

Date: _____

Attachment: Colandrea contract (10835 : Appraiser's Website contract with Keller Williams One Legacy Partners LLC)

Approved as to Form

By: _____
Clancy Holeman, Riley County Counselor



Date: _____

Attachment: Colandrea contract (10835 : Appraiser's Website contract with Keller Williams One Legacy Partners LLC)



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: May 17, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-05 T Nicholas On call Juv Intake (green) (PDF)
- 2021-05 J Steele-Resser On call Juv Intake (green) (PDF)
- 2021-05 A Graben On call Juv Intake (green) (PDF)
- 2021-05 B Fischer EM Planner (green) (PDF)
- 2021-04 J Martens Deputy Fire Chief (green) (PDF)
- 2021-05 E Clark Admin Clerk II - Utilities (green) (PDF)
- 2021-05 J Anderson - Eng Tech (green) (PDF)
- 2021-05 M Davis - On call Juv Intake (green) (PDF)
- 2021-05 K Ostrom - On call Juv Intake (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date	05/13/2021
☐ 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

Taylor	Nicholas		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

On Call Juv Intake	Community Corrections	0144-000501
Position Title	Department	Fund

05/24/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

B	9	\$15.49	☒ Hour	\$	☒ Bi-weekly	☐ 40	☒ As Needed
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

Approvals:

Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date	05/13/2021
☐ 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

Steele-Resser	Jenny		
---------------	-------	--	--

Name: Last First Middle Home Phone

--	--	--	--

Address: Street City State Zip

On Call Juv Intake	Community Corrections	0144-000501
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Position Title Department Fund

05/24/2021	☐	☒		☒ Yes	☐ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

B	9	\$15.49	☒ Hour	☐ Bi-weekly	☐ 40	☒ As Needed
---	---	---------	--	------------------------------------	-----------------------------	---

Grade/Step Pay Rate Hours Per Workweek

Comments:

Approvals:
Department:

Stacy Wilson

Date:

5/13/21

Personnel:

Erin Moore

5/13/21

BOCC:

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date	05/13/2021
☐ 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

Graben	Alyssa		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

On Call Juv Intake	Community Corrections	0144-000501
Position Title	Department	Fund

05/24/2021	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
Effective Date			Ending Date For Temporary	Is this a budgeted position?	

B	9	\$15.49	☒ Hour	☐ Bi-weekly	☐ 40	☒ As Needed
Grade/Step		Pay Rate			Hours Per Workweek	

Comments:

Approvals:

Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date	05/12/2021
☐ 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

Fisher	Baldwin		
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Name: Last First Middle Home Phone

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Address: Street City State Zip

Emergency Mang Planner	EM	001-000010
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Position Title Department Fund

05/24/2021	☐	☒		☒ Yes	☐ No
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Effective Date Exempt Non-Exempt Ending Date For Temporary Is this a budgeted position?

H	3	\$17.35	☒ Hour	\$	☐ Bi-weekly	☐ 40	☒ 20
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Grade/Step Pay Rate Hours Per Workweek

Comments:

Approvals:

Department:

Russell Smith

Date:

5-13-21

Personnel:

E. A. Ward

5/13/21

BOCC:

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date	05/06/2021
☐ 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

Martens	John		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Deputy Fire Chief	RCFD#1	00183-000183
Position Title	Department	Fund

5/25/2021	☒	☐		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

P	8	\$	☐ Hour	\$2380.80	☒ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

promotion from Volunteer to Deputy Fire Chief

Approvals:

Department:

Russel Smith

Date:

5-7-2021

Personnel:

Erin Anwar

5/13/21

BOCC:

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date 05/13/2021
☐ 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

Clark	Evelyn	M	
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Administrative Clerk II - Utilities	Public Works/Admin Serv Div	001-040
Position Title	Department	Fund

05/24/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

J	3	\$19.14	☒ Hour	\$	☐ Month	☒ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Comments: New Hire - Replaces Malanie Moretti

Approvals: [Signature]

Department: [Signature]

Date: 5-13-2021

Personnel: [Signature]

5/13/21

BOCC:

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date	05/13/2021
☒ Change		Employee #	1376

☐ 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

Anderson	Jason		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Engineering Technician	Public Works/Engineering Div	001-040
Position Title	Department	Fund

05/17/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

N	2	\$22.46	☒ Hour	\$	☐ Month	☒ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

Transferred from PW Traffic Control Tech to PW Engineering Technician - PW/Engineering

Approvals:

Department:

Date: 5-13-2021

Personnel:

5/13/21

BOCC:

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date	05/13/2021
☐ 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

Davis	Maribeth		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

On Call Juv Intake	Community Corrections	0144-000501
Position Title	Department	Fund

05/24/2021	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
Effective Date			Ending Date For Temporary	Is this a budgeted position?	

B	9	\$15.49	☒ Hour	☐ Bi-weekly	☐ 40	☒ As Needed
Grade/Step		Pay Rate			Hours Per Workweek	

Comments:

Approvals:

Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:

RILEY COUNTY PERSONNEL ACTION FORM

☒ Add		Fill Request Date	05/13/2021
☐ 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

Ostrom	Kathy		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

On Call Juv Intake	Community Corrections	0144-000501
Position Title	Department	Fund

05/24/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

B	9	\$15.49	☒ Hour	\$	☒ Bi-weekly	☐ 40	☒ As Needed
Grade/Step		Pay Rate				Hours Per Workweek	

Comments:

Approvals:
Department:

Date:

Personnel:

BOCC:

Chairman:

Member:

Member:

Attachment: 2021-05 K Ostrom - On call Juv Intake (green) (10843 : Personnel Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
May 20, 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](#)

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

9:50 AM

Bob Isaac, Planner

3. Public hearing for a final plat for Kraemer Addition

10:00 AM

Gary Fike, County Extension Director

4. Staff update

10:15 AM

Dennis Butler, RCPD Director

5. RCPD update

10:30 AM

Bob Isaac, Planner

6. Public hearing for final plat Univeristy Park - Unit 13

10:40 AM

Tami Robison, Budget and Finance Officer

7. 2022 RCPD, CIP, Eco Devo, Insurance, General-General, Bond & Interest, and Commissioners budget requests

Attachment: 05-20-21 tentative (10455 : Tentative Agenda)

4:00 PM Joint City/County/County Meeting (at City Offices)**Adjournment****Announcement**

Good Morning Manhattan will be held today 7:30 - 8:30 a.m. virtually via Zoom.

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
May 24, 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

Lori Feldkamp, Big Lakes Developmental Center Director

1. Big Lakes Developmental Center update

9:30 AM

Press Conference

10:00 AM

Break

10:10 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

Adjournment

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

Attachment: 05-24-21 tentative (10455 : Tentative Agenda)



OUTSIDE AGENCY
Outside Agency Request

Outside Agency
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-565-6200

COMMISSION AGENDA REPORT

FROM: Cindy Kabriel, Administrative Assistant II

MEETING: May 17, 2021

SUBJECT: Soldier Recovery Unit (SRU) Hoop House

PRESENTER: Vickie L. James, RDN, LD Food and Farm Council of Riley County and City of Manhattan, KS Coordinator/ C.H.A.N.G.E. 4Good Healthy Eating/Active Living Specialist and Command Sergeant Major Lee M. Crouch, Soldier Recovery Unit, Fort Riley, KS

POSSIBLE MOTION(S)

Move to approve the Council's request that the County donate 1 Ton of compost to the SRU Hoop House. Pickup and delivery will be the responsibility of the SRU.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- SRU Gardening_5.17.21 (PDF)

Title: Soldier Recovery Unit (SRU) Hoop House

Vickie L. James, RDN, LD

Food and Farm Council of Riley County and City of Manhattan, KS. Coordinator

C.H.A.N.G.E. 4Good Healthy Eating/Active Living Specialist

Command Sergeant Major Lee M. Crouch

Soldier Recovery Unit, Fort Riley, KS



History: The Soldier Recovery Unit (SRU) Hoop House (Green House) has been at its current location since 2015. A group of SRU volunteers moved the structure piece by piece from its original location behind the Army Community Service building on Fort Riley in 2015. It was built there to be used by the Occupational Therapy team for Soldiers being seen for mild Traumatic Brain Issues (mTBI). As the mTBI clinic moved to the Irwin Army Community Hospital (IACH) and the OT team was transferred back to the SRU full-time, approval was granted for the structure to be moved and used by Soldiers at the SRU. Over the past six years, the Hoop House has needed repairs, upgrades, and equipment. The funding generally comes from cadre and staff volunteering their time and personnel resources.

There has been steady participation from SRU Soldiers in gardening, which is part of their Adaptive Reconditioning Program (ARP). These type events are therapeutic and part of the Soldier's recovery. Many life-skills are taught during this group to include: health benefits of gardening, nutritional and taste advantages to "home-grown" fruits and vegetables, consumer cost savings available for growing your own produce, and modifications to accommodate disabilities. Last year, the hoop house yielded greater than 1,200 pounds of produce that Soldiers were able to take home and share with their families.

Issue: The SRU is looking for community partners who may want to volunteer their services or resources but cannot formally ask for donations due to Federal Government regulations.

Relationship: The Food and Farm Council of Riley County and City of Manhattan serves as the communication and coordination hub for our local food system partners. Soldiers and staff serve as members of our Community Action Teams (CATs) and work alongside the Council as partners to create a more healthful local food system.

Request: On behalf of the SRU, the Council requests that the County donate 1 Ton of compost to the SRU Hoop House. Pickup and delivery will be the responsibility of the SRU. Command Sergeant Major Lee M. Crouch will coordinate details with a County designee.



EMS
Staff Update

David Adams
EMS/Ambulance
Director
2011 Claflin Rd
Manhattan, KS 66502
Phone: 785-539-3535

STAFF REPORT

FROM: David Adams, EMS/Ambulance Director

MEETING: May 17, 2021

SUBJECT: EMS/Ambulance Staff Update

PRESENTER: David Adams, EMS/Ambulance Staff Update

It's National EMS Week and This Year's Motto is: This is EMS - Caring for our Communities

Operations

Calls for service

March- 385

North County-17

The Command Staff have taken a large step back from the day to day operations but are still here to assist the Health Department if requested.

Working on operations plans as crews will be on standby during the commencement ceremonies at Bill Snyder Family Stadium as well as the Big 12 Track and Field Championships.

I continue to progress through the NaCo Leadership Academy

The North East Region Homeland Security working group has provided RCEMS nine ballistic vests and helmets for work in high risk environments such as an active shooter situation. This will not change our operations but will enhance the safety of our staff.

We have rolled out a new medication handling process which will streamline our daily truck check procedures while maintaining a high level of accountability.

Education

We continue with our driver training classes

We have hosted in house CPR classes for our staff

We will be hosting our first in person Emergency Pediatric Care (EPC) course in over a year. This class will include several members of the medical community from Ft. Riley.

Community Outreach:

Josh Gering has been recognized as a 'Friend of Pawnee' for his work with the Community Care Team and the benefits that RCEMS has been able to provide the community.

Enclosures:

- Ops Report April 2021 (PDF)

Runs by Responding Unit

Response EMS Unit Call Sign (eResponse.14)	Number of Runs	Percent of Total Runs
MED11	141	36.62
MED21	130	33.77
MED31	61	15.84
MED41	51	13.25
MED13	2	0.52
Total: 385		Total: 100.00

Runs By Day of Week

11.a

Incident Day Of Week Number And Name	Number of Runs	percent of total
01 - Sunday	54	14.03%
02 - Monday	48	12.47
03 - Tuesday	53	13.77
04 - Wednesday	52	13.51
05 - Thursday	58	15.06
06 - Friday	72	18.70
07 - Saturday	48	12.47
Total: 385		Total: 100.00

Attachment: Ops Report April 2021 (10840 : EMS/Ambulance Staff Update)

Runs by Hour of Day

11.a

Incident Hour Range Of Day 24	Number of Runs	Percent of Total Runs
00:00:00 - 00:59:59	13	3.38%
01:00:00 - 01:59:59	11	2.86%
02:00:00 - 02:59:59	13	3.38%
03:00:00 - 03:59:59	10	2.60%
04:00:00 - 04:59:59	10	2.60%
05:00:00 - 05:59:59	14	3.64%
06:00:00 - 06:59:59	6	1.56%
07:00:00 - 07:59:59	14	3.64%
08:00:00 - 08:59:59	10	2.60%
09:00:00 - 09:59:59	15	3.90%
10:00:00 - 10:59:59	21	5.45%
11:00:00 - 11:59:59	20	5.19%
12:00:00 - 12:59:59	17	4.42%
13:00:00 - 13:59:59	25	6.49%
14:00:00 - 14:59:59	24	6.23%
15:00:00 - 15:59:59	23	5.97%
16:00:00 - 16:59:59	16	4.16%
17:00:00 - 17:59:59	24	6.23%
18:00:00 - 18:59:59	17	4.42%
19:00:00 - 19:59:59	18	4.68%
20:00:00 - 20:59:59	19	4.94%
21:00:00 - 21:59:59	17	4.42%
22:00:00 - 22:59:59	15	3.90%
23:00:00 - 23:59:59	13	3.38%
Total: 385		Total: 100.00%

Report Criteria

Incident Month Name - Year: Is In April 2021

Attachment: Ops Report April 2021 (10840 : EMS/Ambulance Staff Update)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Staff Update

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

COMMISSION AGENDA REPORT

FROM: Jana Chingway, Senior Legal Assistant

MEETING: May 17, 2021

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- Final Commission List 05.17.2021 (DOC)

PENDING COUNTY PROJECTS ▪ May 17, 2021
Submitted by Clancy Holeman, Riley County Counselor
Changes from previous meetings are shown in italics.

NOTE: The below is not intended to be a comprehensive list of all “pending” departmental projects underway. Instead, it represents an ongoing snapshot of the current status of selected pending projects which have either consumed significant staff time; involve county issues of widespread significance, or which have been added to this list by the BOCC.

COMMISSION LIST

Matters Reviewed Since Last Project List Submitted:

1. Finalize draft of Fairmont Heights Sewer Benefit District Service Agreement and provide to City of Manhattan staff for review. Receive returned Agreement from City. Solicit and receive input from staff working group. Schedule county working group meeting for Friday, July 6, 2018.
2. Relay potential claim information to liability insurer.
3. Email and phone exchange with outside consulting engineer to finalize Engineering Agreement with Riley County for Fairmont Heights Sewer Benefit District; Draft CAR for final version and arrange for consulting engineer to provide originals for signature by BOCC July 5th.
4. Respond to working group inquiry about potential signage on private road. Review staff working group responses on same issue.
5. Update draft indemnity agreement for 2018 County Fair and transmit to Extension Director for review and further update. Communicate with Extension Director, then insurance company representative, for revision of certificate of insurance to provide coverage on appropriate dates. Provide agreement to Extension for circulation and signatures.
6. “Dark Store” Commercial Real Property Appraisal Theory: A local working group composed of two members of our state legislative delegation and staff from Riley County, the City of Manhattan and Pottawatomie County is scheduled to meet initially July 11, 2018. The goal is to develop legislation to address this “hypothetical” appraisal theory which, on commercial properties, represents potentially huge reductions in the property tax base for local governmental entities, a resulting shift of that tax liability to residential properties, along with local government exposure to refunds with interest from the counties’ general funds.

Staff and Departmental Meetings Attended Since Last Project List Submitted:

1. Discussion of Health Department electronic medical records and potential transition to vendor selected by consortium of regional health departments. Initial conversation on multiple issues. Staff discussion scheduled for Friday, July 6th, 2018.
2. Review Agenda items for BOCC public meeting of July 5, 2018.
3. Public Works--Carson Mobile Home Park Sewer Benefit District—sewer system improvement KDHE loan application. Met with Public Works and Budget and Finance on April 26, 2018. Conference call made to KDHE. I will provide draft of revised KDHE form contract and cover letter to Public Works week of May 7, 2018. Public Works submitted on May 10, 2018 its proposed changes to the KDHE form contract.
4. Emergency Management—Fort Riley meeting on development of tower site lease agreement held April 25, 2018. Fort will develop memorandum for Bank confirming the Fort supports this project “in principle.” All other details will remain to be worked out. Our joint theory is this memo will help financing institution go forward with closing on the loan for the entire project, even if the tower lease

with Fort Riley cannot be executed before that closing—because of the need for Corps. of Engineers’ development of a lease agreement for the use of Fort Riley’s radio tower site. Significant time expended during week of May 7, 2018 in order to finalize concepts for our tower lease agreements, including 1½ hour telephone conference May 9, 2018, with bond counsel, lawyer for financing institution and Fire Chief. Final proposed tower lease agreements were distributed.

Valleywood ROW Obstructions: Letter mailed giving the party placing obstructions in the township road ROW 15 days to remove or it will be removed by County Engineer, pursuant to statute. Deadline for removal of obstructions close of business, May 3, 2018.

Firing Range: Response due from landowner by May 10, 2018. Contacted by different counsel for landowner. Toured range with counsel for land owner.

Countywide Emergency Radio Communications System Upgrade: Established contact with federal legislative delegation members—requesting information on any available federal funding to help defray portion of total project cost—since NBAF labs and associated facilities will benefit from interoperability of improved emergency radio communications ability.

BOCC v. Archer: On April 4, 2018 District Court denied Archer’s motion to sanction me for alleged misconduct, at the close of his evidence over two days. The District did so when we made a motion for judgment as a matter of law, based upon our theory we had no reason to provide evidence, given the nature of Defendant’s evidence. We have provided a Supreme Court Rule 170 demand that Defendant’s counsel sign our journal entry or it will be submitted to the Court for consideration. Defendant’s Supreme Court Rule deadline to provide us with any objections to that journal entry was close of business, Thursday, April 26, 2018. When no response was received by opposing counsel, our journal entry was submitted to the Court pursuant to the foregoing Supreme Court Rule, un-signed by Defendant’s counsel. It was approved and signed by the Judge. That final journal entry has now been filed in the case.

Household Hazardous Waste: I provided the BOCC for signature Monday, December 12th the resolution necessary to add Marion County as a member of the Regional HHW Program. The Board signed that document. Director Dennis Peterson will offer that resolution as a template to the other 10 current members of the Program. Each one of them is required to pass a similar resolution in order to allow Marion County membership. Once all those resolutions are passed, the most recent version of the underlying interlocal agreement must be submitted to the Attorney General for review and approval. I’ve discussed with Dennis the fact that we will need to have each signing county provide proof of their resolution adoption and publication before submitting the interlocal agreement to the Attorney General. That office no longer has copies in its files of the original interlocal agreement this current agreement amends. That’s because they were disposed of according to the Attorney General’s record retention schedule. Weeks of April 3, 10, 2017: Drafting cover letter to A.G. to accompany documents from various counties showing interlocal ready for approval. I anticipate completing this cover letter and transmitting the agreements for review in July, 2018.



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Grant

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

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, Riley County Counselor

MEETING: May 17, 2021

SUBJECT: Review and Sign Federal Commitments under the "American Rescue Plan."

PRESENTER: Clancy Holeman

BACKGROUND

Presented for the Board's review and approval are federal documents which must be approved by Riley County in order to receive funds available to Riley County under the terms of the federal "American Rescue Plan."

DISCUSSION

Riley County is eligible for two annual distributions of just over \$7 Million Dollars pursuant to the recently passed "American Rescue Plan."

Those distributions will not be made unless Riley County signs the attached federal documents, which amount to an application for distribution of those funds.

It is important this Board provide such a signature only if it is aware there are significant requirements therein. And some of those requirements are new. Compliance will require that additional or supplemental countywide policies be considered for adoption.

I have highlighted on the attached various terms of this "application" which I will review with the Board during today's meeting.

FISCAL IMPACT

A total of over \$14 Million Dollars in federal funds are available for distribution to Riley County.

RECOMMENDATION(S)

I recommend the Board review the attached, and ask counsel any questions you may have.

POSSIBLE MOTION(S)

A. "I move the Board sign the application as presented."

B. "I move the Board not sign the application as presented."

Enclosures:

- US Dept of The Treasury Corona Virus Local Fiscal Recovery Fund (PDF)

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

**U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND**

Recipient name and address: Riley County Kansas 110 Courthouse Plaza Manhattan, Kansas 66502	DUNS Number: 048077267 Taxpayer Identification Number: 486023850 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. **Remedial Actions.** In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. **Debts Owed the Federal Government.**
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. **Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Riley County Kansas
Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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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: May 17, 2021

SUBJECT: 2022 COLA and Merit Increases

PRESENTER: Elizabeth Ward

BACKGROUND

Each year, as part of the annual budget cycle, the Human Resource Manager and Budget and Finance Officer research the effect of the Cost of Living Increases over the previous year, for Riley County, including the city of Manhattan, and surrounding areas. The annualized average increase for our specific area is presented to the Board of County Commissioners as a request for an adjustment to the Riley County pay scales base rates in the form of a COLA Adjustment.

Additionally, based on satisfactory completion of annual performance evaluations, the Human Resource Manager, representing the Department Heads, requests a merit increase for Riley County employees in the form of a Step increase, as defined by the Riley County pay scales.

DISCUSSION

COLA Increases:

Each year the Consumer Price Index-Urban Workers (CPI-U) publishes the annual cost of living of the prior year. **The CPI-U for the year ending December 2020 shows an increase in the cost of living for our region of 1%.**

Riley County has historically used this index as a guideline for our own COLA consideration for the annual adjustment. This index has also been followed by the City of Manhattan and Riley Co Police Department during their respective budget processes.

Step Increases:

During the budget process, Tami Robison-Budget and Finance Officer, and myself calculate and balance each departmental budget by applying 1 step increase to each qualifying employee's proposed Grade/Step placement within the current pay scale. This proposal indicates the full personnel costs, including the cost of benefits.

Once all adjustments are made to the hourly and salary pay rates, the average increase across Riley County personnel is applied to the employees on the Professional Pay scale. **For 2022, the average step is 3.12%.**

FISCAL IMPACT

		Impact to General Fund	Total Fiscal Impact
Including 2021 Mid-year incentive	COLA	\$175,446	
	Step	\$490,394	
			\$665,840
Without 2021 Mid-year incentive	COLA	\$172,596	
	Step	\$477,228	
			\$649,824

RECOMMENDATION(S)

Recommendation is to approve the proposed COLA and Step increases for Riley County personnel for the 2022 budget.

POSSIBLE MOTION(S)

I move the Board approve the COLA and Step increases as proposed, for Riley County personnel for the 2022 budget.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Tami Robison, Budget and Finance Officer

MEETING: May 17, 2021

SUBJECT: Mid-Year Salary Adjustment

PRESENTER: Tami Robison and Elizabeth Ward

Attachment with Commission Agenda Report

Enclosures:

- CAR--mid yr salary adjustment (PDF)



COMMISSION AGENDA REPORT

FROM: Tami Robison, Budget & Finance Officer

MEETING: Monday, May 17, 2021

SUBJECT: Mid-Year Salary Adjustment

PRESENTER: Tami Robison and Elizabeth Ward

BACKGROUND

Riley County salaries were frozen for the 2021 budget year in expectation of an economically difficult year due to COVID-19. After review of the 2020 year end financials, the economic impact to Riley County was less than expected due in part to receipt of federal funds and stable ad valorem taxes, along with conservative fiscal policy.

Riley County employees are classified as essential workers and continued to work on a daily basis, not only normal responsibilities, but also added significant tasks due to necessity in response to the pandemic.

DISCUSSION

After interaction with surrounding governmental agencies and careful review of their employee remuneration efforts, we have found the majority had or will award employees a financial incentive for their efforts during the pandemic.

In gathering information from other counties in Kansas, the vast majority are also offering their Health Department Administrator and other key pandemic-response leadership an additional premium pay incentive for the efforts that were clearly above and beyond the normal job duties of their position. For example, Dickinson County not only approved COLA and step increases for all staff in 2021, but also awarded an additional “hazard pay” for EMS and HD. Other counties, such as Graham, paid pandemic response staff, including salaried individuals, overtime for COVID-response, and even more counties paid “bonuses” through the year, in many cases, more than once.

The countless hours, research, data review, EOC leadership, discussion and public response both the Health Department and EMS Directors committed to Riley County during the most critical points of the pandemic are invaluable. However, for reference, the \$5,000 premium pay we are requesting for these two equates to approximately 100 hours of work for each of them, over the last year. As the public face of the pandemic response for Riley County, both directors have spent well over 100 hours each on this effort.

As a way to show appreciation for the dedication and continued efforts of the Riley County employees, we are requesting the use of federal funding to enact a mid-year pay adjustment in the amount of 2% for all active employees of Riley County. Because the request is mid-year rather than being retroactive to the beginning of 2021, it will equate to a 1% adjustment to personnel costs for the 2021 calendar year.

The Commission requested additional information on the impact of the proposed mid-year adjustment to the County's 2022 budget. If the mid-year adjustment is granted in 2021, the proposed 2022 budget, including STEP and COLA would increase by \$404,386. If the original proposed 2021 budget which included STEP and COLA would have been approved, the impact to the proposed 2022 budget including both STEP and COLA would have been a \$1.2M increase.

FISCAL IMPACT

For fiscal year 2021, County ad valorem taxes are not impacted as this request would come from American Recovery Plan (ARP) funds as an eligible cost for premium pay to essential workers as directed by U.S. Treasury guidelines.

The County's annual STEP and COLA request ranges from 4-5% each year. The 2021 unfunded STEP and COLA request was a 4.6% salary increase equating to \$1,006,345. The proposed mid-year pay adjustment of \$179,074 equates to a 1% annual adjustment in 2021.

For fiscal year 2022, if granted, the 2021 mid-year pay adjustment would be calculated into the base pay rate of the County payscales as a 2% adjustment, with the same effect as a COLA.

If this 2021 mid-year salary adjustment and both STEP and COLA are approved in the 2022 budget, the overall total combined impact to the 2021 and 2022 proposed budgets would be a net increase to personnel costs of 2.52%.

RECOMMENDATION(S)

The Department Heads, along with the Budget & Planning Committee, recommend the Board of County Commissioners approve the proposed 2% mid-year pay adjustment to each active employee's pay rate, effective July 1, 2021.

It is further recommended the Board of County Commissioners approve the proposed \$5,000 premium pay, on a one-time basis, for both the Health Department and EMS Directors.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table



COUNTY CLERK & ELECTIONS
Presentation

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

COMMISSION AGENDA REPORT

FROM: Tami Robison, Budget and Finance Officer

MEETING: May 17, 2021

SUBJECT: Open.Gov Platform Presentation

PRESENTER: Andrew Kercado, Open Gov Account Executive

BACKGROUND

Discussion on the Open.Gov platform began in late 2019. In early 2020, after presentation to the Budget and Planning Committee as well as Department Heads, the consensus was to take the proposal to the Commission for consideration. In March 2020, the pandemic hit and all discussion for this consideration was put on hold.

In February 2021, Open.Gov representative Andrew Kercado reached back out to begin discussions on the changes made within their platform and the services they could offer Riley County. After additional presentations to the Budget and Planning Committee and the Department Heads, by consensus, it was agreed to bring the proposal to the Commission for consideration.

DISCUSSION

Andrew Kercado is joining the BOCC meeting via ZOOM to present the information on the Open.Gov platform for consideration of their services.

FISCAL IMPACT

For 2021, the contract cost is \$53,870 which includes deployment costs and a pro-rated annual fee. For years 2022-2025, the annual fee is \$34,500.

RECOMMENDATION(S)

The Budget and Planning Committee and Department Heads recommend approving a 5 year contract with Open.Gov for software services surrounding Budgeting and Planning as well as public transparency to be paid from CIP funds.

POSSIBLE MOTION(S)

Move to approve the contract with Open.Gov for software services surrounding Budgeting and Planning and public transparency.

Move to deny

Move to modify

Move to table

Enclosures:

- Riley County, KS (PDF)
- County of Riley, KS - OpenGov Budgeting & Planning Agreement (PDF)
- Riley_SSA_210512_1606 (PDF)



OpenGov + Riley County, KS – Partnership Summary

May 17th, 2021

RILEY COUNTY



OpenGov ERP Cloud



Budgeting & Planning

Operating Budgets
Capital Planning
Workforce Planning
Online Budget Book

Financials

Core Financials
Payroll & HR
Utility Billing

Citizen Services

Permitting and Licensing
Code Enforcement
Public Portal
Workflow and eSignature

Reporting & Transparency Platform

Reporting & Analytics Dashboards Stories Open Town Hall Data Management

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Riley County Goals & Objectives



- 1. Improving Staff Efficiency**
 - Providing real time data for department heads
 - Help staff make data driven decisions
 - Quickly create professional reports to share with management, board, and public
 - Detailed analysis out of Komtek accounting system
- 2. Improved Budgeting & Planning Operating, Capital, and Workforce Budgeting**
 - Strategic planning and scenarios for future years
 - Improving accuracy of workforce planning projections
 - Currently have manual process - look to streamline and increase collaboration
- 3. Increasing Public Trust and Transparency**
 - Provide efficient way to educate residents and allow feedback
 - Provide updates on strategic initiatives
 - Show financial transparency
- 4. Continue to be Progressive / Thought Leaders in Region**

Strategic Plan Goals & Alignment



Strategic Goals

1. Continue Comprehensive Growth Planning
2. Strengthen Economic Development Activities
3. Implement Building Improvements
- 4. Improve Technology Capabilities**
- 5. Promote Infrastructure Improvements**
6. Plan for Staffing and Facility Needs
7. Develop New Revenue Sources
8. Develop Government Leaders
- 9. Improve Government Efficiency**

Government Only. Cloud Only.



Anywhere, any device.
Nothing to install



Software that's easy
to understand



Rapid enhancements
driven by user feedback



Fortified security and
infrastructure

Increase productivity | Improve citizen experience | Build resilience

Mission-Driven Government Expertise

300+ Years of Combined Government Experience

CEO



ZAC BOOKMAN

Former Special Advisor for Rule of Law and Governance with the International Security Assistance Forces

Application Support Lead, Financials



Charity Holman

Former Deputy City Secretary at City of Westworth Village, Texas

VP Government Finance Solutions



MIKE MCCANN

Former Assistant Finance Director at City of Monterey, California

Implementation Analyst



ROBERTO RUIZ

Former Senior Budget Analyst at Teacher Retirement System of Texas

Product Lead, Financials



KENT HUDSON

Former Assistant City Manager at City of Vernon, Texas

Director, Solutions Engineering - Budgeting



SCOTT COBLE

Former Technology and Process Manager, OMB, at Montgomery County, Maryland

Integrations Engineer



JAMIE CASTELLANOS

Former Application Analyst at City of Berkeley, California

Technical Account Manager



JENNIFER NORDIN

Former Budget and Performance Analyst at Montgomery County, Maryland

Director, Professional Services



ALMIS UDRYS

Former Assistant Chief Operating Officer at San Diego, California

Senior Implementation Analyst



ARIANA TUCKEY

Former Supervisory Budget Analyst at the FBI

Solutions Engineer



MICAH INTERMILL

Former Budget Director at Minneapolis, Minnesota

Manager, Solution Architecture



MARK WELCH

Former Administrative Services Director at City of Ashland, Oregon

Lead Implementation Analyst



SETH CUMMINS

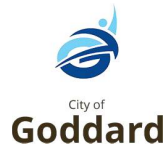
Former Financial Analyst at City of Milpitas

Senior Manager, Solutions Engineering - Financials



MONICA COOK

Former HHS Researcher at the Public Policy Institute of California (PPIC)



City of Bonner Springs
KANSAS



Trusted by over 1,000 local governments

Responsive multi-channel support

Timely implementation based on best-practices

Proven Results

- 80% less time spent on reporting
- 50% less time spent on budget development
- ~1% of budget freed for reallocation
- 5x faster permit issuance



Population
42,000

Agency Type
County

Annual Budget
\$35 Million

Role
Finance

Region
West

Solution
Budgeting and Performance

Case Study

Ravalli County, Montana Saves Time and Money with Modern Budgeting

Customer Results

- ✓ Annual savings of one FTE (\$70K)
- ✓ Reduced costly errors with automated software
- ✓ Cut budget completion time by over 30% (from 6 months to 4 months)
- ✓ Self-service reporting reduced reliance on overworked finance staff and improved quality of recommendations and analysis.





Population
14,000

Agency type
County

Annual Budget
\$100 Million

Role
Finance

Region
West

Solution
Budgeting and Performance

Case Study

Mono County, CA Re-Allocates Over \$2M with OpenGov Budgeting

Customer Results

- | | | |
|---|---|---|
| <p>✓ Re-Allocated Over \$2M with OpenGov Budgeting</p> <p>With increased analysis functionality, The County found projects overfunded by \$2M to be re-allocated</p> | <p>✓ Consolidated 150+ Excel Sheets into One Centralized System</p> <p>Removed complicated sheets and formulas, allowing The County to quickly create and adjust financial scenarios & plans</p> | <p>✓ “One Budget, One Government, One Team”</p> <p>Empowered Department Heads to make fiscally responsible decisions and hold themselves accountable to budget</p> |
|---|---|---|





Population
19,000

Agency type
City

Annual Budget
\$47 Million

Role
Finance

Region
West

Solution
Budgeting and Performance

Case Study

Washington City, Utah Sees 90 Percent Time Savings and Enhanced Communications with OpenGov

Customer Results

✓ **90 percent staff time saved.**

The City saved 90 percent staff time required to prepare budget presentations and answered Council member questions in real-time.

✓ **Saved \$2 million in interest.**

Washington City saved \$2 million in long-term interest by using OpenGov to provide Moody's with detailed financial information.

✓ **Enhanced trend analysis resulted in better future planning.**

Examining trends, modeling, and forecasting allowed staff to notice seasonal variations in financial as well as transactional accounts, which enabled them to prepare more accurately for future budgets.



Additional Customer Results

- **Ashland, OR:** Reduced the amount of time spent on budget by 67% and saved \$110,000 annually (1 FTE), by removing the manual rework steps in process
- **Ravalli, MT:** Went from a six month process down to four months (>30% time savings!) Saving the equivalent of one FTE (\$70K annually)
- **Farmersville, TX:** 50% time savings to create budget and provide with automatic reporting updates, freeing up staff and enabling to work on things to move the city forward!
- **Glendora, CA:** Freed up 900 Hours on preparing, formatting, reviewing, re-formatting, re-working, and all the steps required to create a budget document
- **Irvine, CA:** Runs five-year projections with cross-department input allowing City to forecast with confidence

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Solution Detail

End to End Budget Development

Budget Development

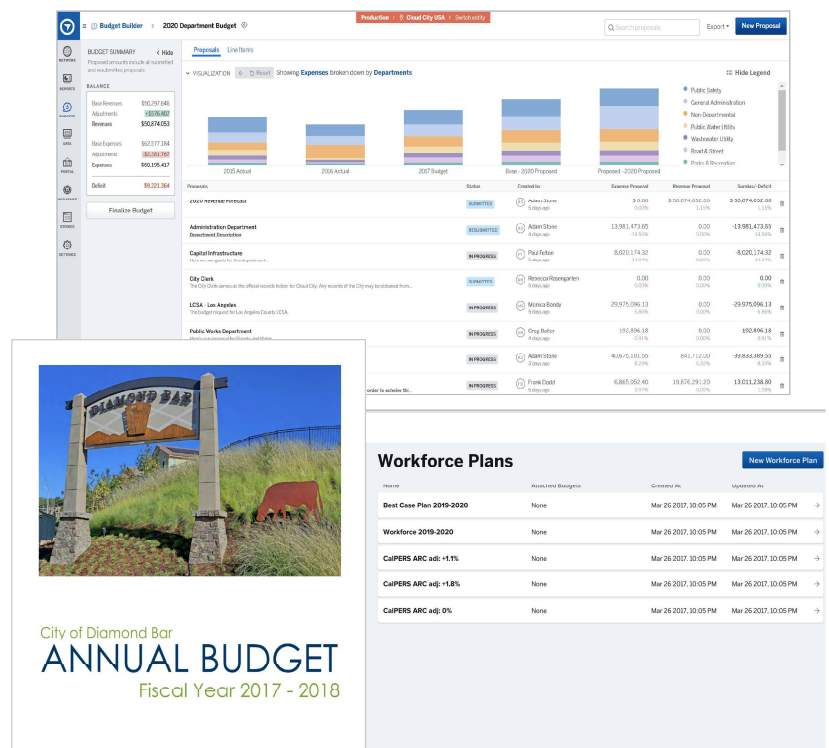
An intuitive, online workspace where everyone budgets together. Budget proposals support attachments, narratives, itemizations, and multi-year requests for all Centralized system tracking proposals and calculations for Operating, Capital, and Personnel budgets.

Collaboration Tools

Encourage participation from departmental experts with easy, built-in collaboration tools. Communicate within proposals with commenting and real-time notifications.

Online Budget Book

Automate your budget book creation via OpenGov's online reporting solutions



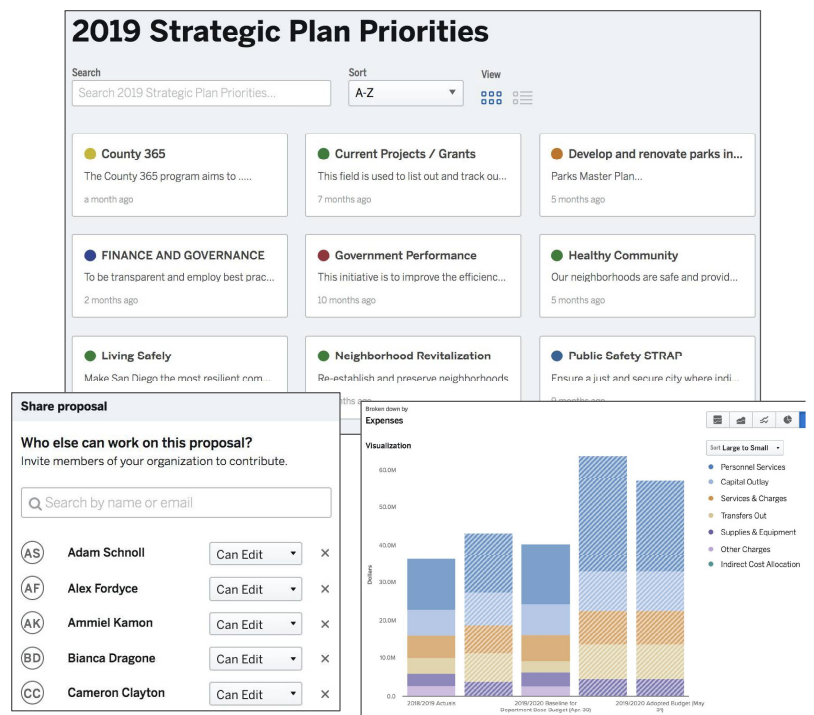
Strategic Planning & Forecasting

Forecasting & Scenario Planning

Create unlimited what-if scenarios and budget forecasts. Compare scenarios side by side with on the fly adjustments and views.

Align Proposals to Strategic Plan

Align all budget proposals and line items to government's strategic plan. Track performance of strategic priorities and share results internally or with public.



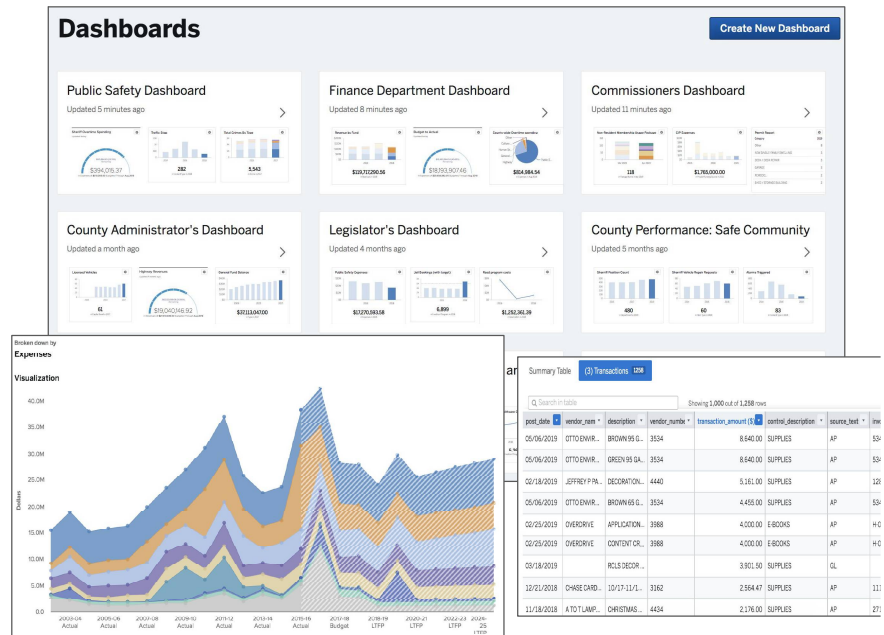
Centralized Reporting & Analysis

System of Record for All Financial & Non-Financial Data

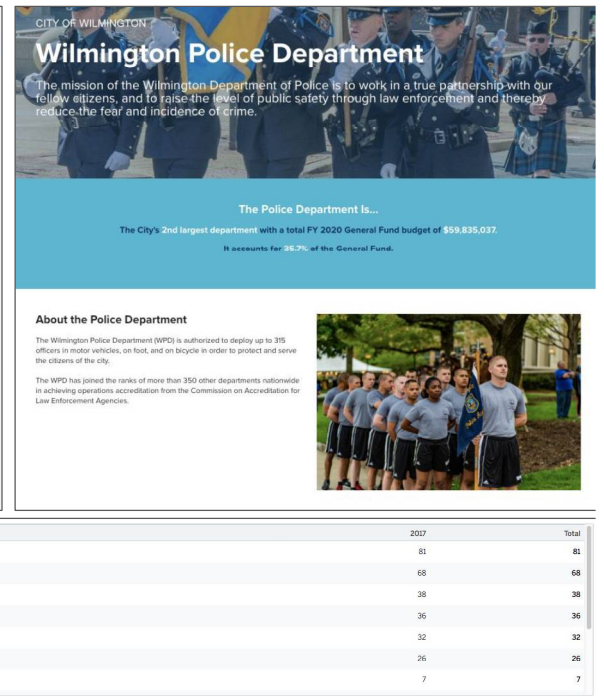
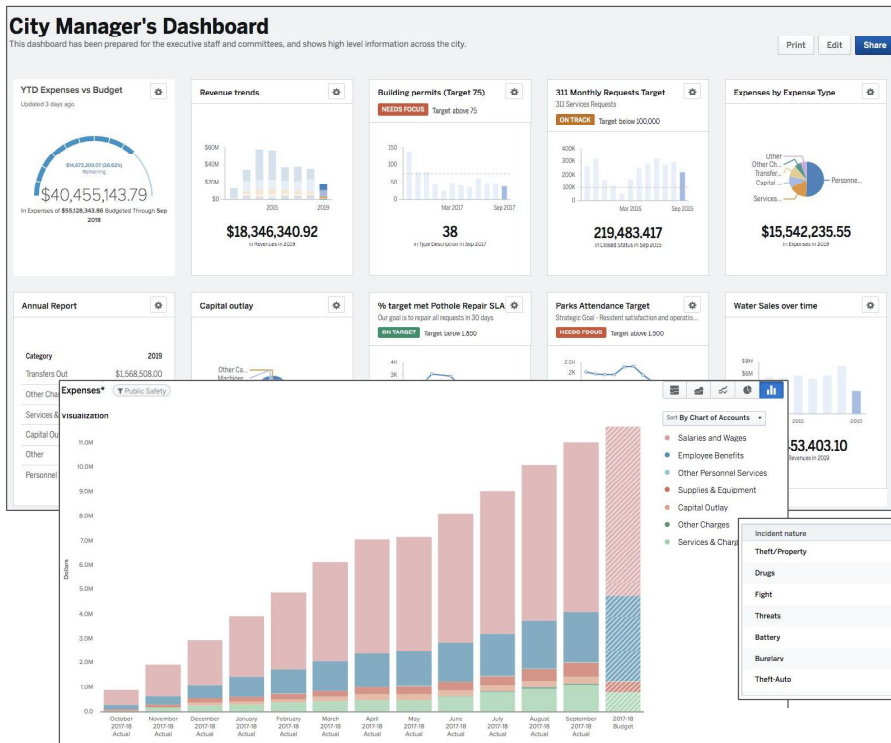
Reduce manual reporting with on-demand access to all your data. Improve understanding and awareness by aggregating information from your accounting system and any other system.

Trend Analysis and Transaction Level Detail

Track unlimited year's data across multiple datasets to identify trends and improve data driven decision making. Filters and drill down capability to the transaction level to seconds.



Examples - Automated Reporting



Citizen Engagement

Public Transparency

Transform raw data into charts, graphs, maps, and more to make complex data easy to understand.

Tell City's Story

Add valuable context to your government's initiatives with interactive web pages that feature dynamic data tiles, images, videos, text, and more.

Survey Public Priorities

Supplement public hearings with surveys, forums, and online meetings. Encourage involvement by making participation easy and convenient.



Customer Quotes – OpenGov Support

"Sometimes you're held captive by whatever a software will or won't do. The best thing about OpenGov PLC is that you dictate how you're going to use it and it's so easy to make changes on the back end." – **Mike Horney, Development Services Director, Kernersville, NC**

"In all my years working in public accounting and government work, I've never had a contract that I got more out of than what I was told I would get. Usually you get disappointed with contracts, but OpenGov way exceeded my expectations." – **Klarryse Murphy, CFO, County of Ravalli, MT**

"I'm often submitting requests to the OpenGov PLC support team, and every time I say something they are friendly and supportive. We really feel that we've been listened to—I don't think there's been a single time I've submitted something that hasn't been responded to in the same day or following day. I only have positive things to say about OpenGov's support team." – **Kamille Parks, Planning Department, Lomita, CA**

"OpenGov was the best implementation I have ever experienced and I have literally been involved in thousands in my career." – **Bret Wier, Assistant Village Manager, Angel Fire, NM**





OpenGov Inc.
6526 Crown Blvd. #41340
San Jose, CA 95160
United States

Created On: 5/10/2021
Order From Expiration: 6/1/2021
Subscription Start Date: 7/1/2021
Subscription End Date: 12/31/2025

Prepared By: Andrew Kercado
Email: akercado@opengov.com
Contract Term: 54 Months

Customer Information					
Customer:	County of Riley, KS	Contact Name:	Rich Vargo	Billing Contact:	Rich Vargo
Bill To/Ship To:	110 Courthouse Plaza, Manhattan, Kansas 66502 United States	Email:	rvargo@rileycountyks.gov	Email:	rvargo@rileycountyks.gov
Order Details					
Billing Frequency: Annual					
Payment Terms: Net Thirty (30) Days					

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee	Total Price
Budgeting & Planning <i>Dashboards, Financial Integration, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Story Builder, Transparency, Workforce Planning, Premium Support - Platinum</i>	7/1/2021	12/31/2021	\$7,250.00	\$7,250.00
Budgeting & Planning <i>Dashboards, Financial Integration, Open Town Hall, Operating & Capital Budgeting, Reporting & Analytics, Story Builder, Transparency, Workforce Planning, Premium Support - Platinum</i>	1/1/2022	12/31/2025	\$34,500.00	\$138,000.00

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Start Date	Amount
Professional Services Deployment - Prepaid	7/1/2021	\$46,620.00
Professional Services Total:		\$46,620.00

Billing Table:

Billing Date	Amount Due
July 1, 2021	\$53,870.00
January 1, 2022	\$34,500.00
January 1, 2023	\$34,500.00
January 1, 2024	\$34,500.00
January 1, 2025	\$34,500.00

\$7,250.00 Prorated Software Fee + \$46,620.00 Professional Services Payment

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Customer shall have the right to purchase the OpenGov Citizen Services Software Services at a one-time \$10,000.00 discount for the first year only, by executing a separate Order Form with OpenGov. Such right must be exercised by Customer no later than 12/31/2021. OpenGov shall specify the annual Software Services fees and the one time Professional Services Fees for the OpenGov Citizen Services Software Services.

County of Riley, KS

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

Attachment: County of Riley, KS - OpenGov Budgeting & Planning Agreement (10837 : OpenGov Platform Presentation)



Statement of Work

County of Riley, KS

Created by: Adam J. Weems
 Creation Date: 03/16/2021
 Document Number: DD-01642
 Version Number: 1

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1. Overview

1.1. Preamble

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for County of Riley, KS (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Software Services Agreement or other applicable agreement entered into by the parties (the “Agreement”). For clarity, Customer’s use of the Professional Services are governed by the Agreement and not this SOW. Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by

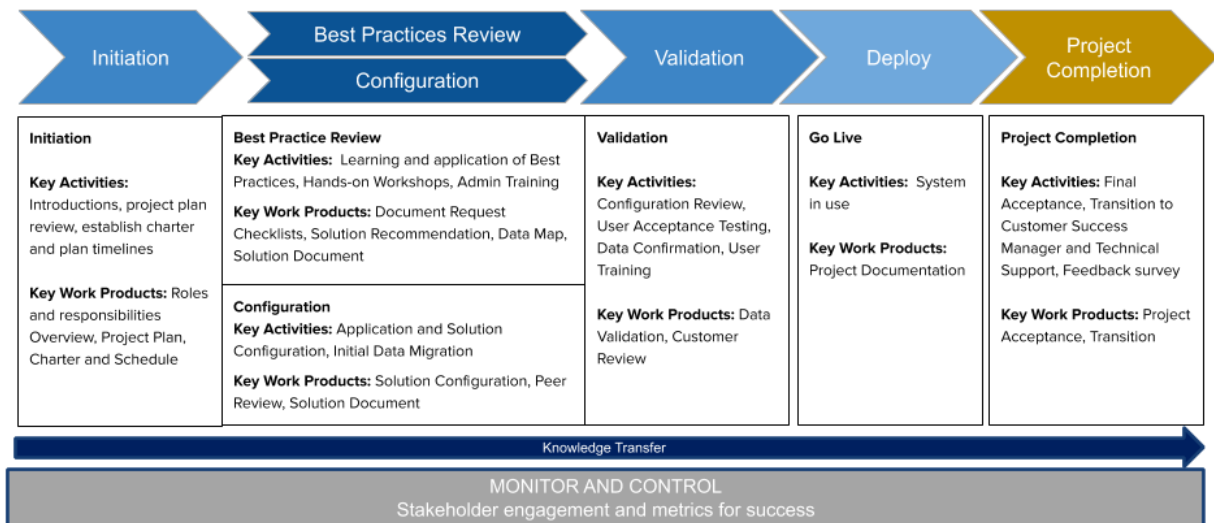
reference into the Agreement. In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.

1.2. OpenGov's Modern Cloud ERP

OpenGov is the leader in modern cloud ERP software for our nation's cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves agencies across the United States. Built exclusively for the unique budgeting, financial management, and citizen services needs of the public sector, the OpenGov ERP Cloud enables organizations to plan more strategically and collaboratively, streamline mission-critical processes, and communicate with stakeholders more transparently.

- **Cloud ERP for local government.** OpenGov offers transformative solutions for budgeting, financial management, and citizen services with the market-leading reporting and transparency platform--allowing customers to re-allocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.
- **A trusted and dedicated partner.** Governments nationwide partner with OpenGov to drive more effective and accountable operations and strengthen public trust. Built exclusively for state and local government, OpenGov's software, services, and expertise are backed by years of employee experience in the public sector.
- **A platform built to grow with you.** Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden, minimizing your cost footprint, and breaking down system and data silos. TYou can future-proof your investment for the next generation thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.

OpenGov Implementation Methodology



2. Methodology

OpenGov's deployment methodology, often referred to as the OpenGov Way ("OG Way"), delivers on OpenGov's mission to power more effective and accountable governments. It is an innovative, modern, and iterative approach that leads our customers to successfully deploy our products and help them successfully achieve their vision. The OG Way differentiates itself in the market by its foundation of customer empowerment. We rely on our years of experience working with governments, leading in governments, and leveraging best practices from the public and private sector in order to coach our customers through the change management needed to leverage our best practices and quality software. This methodology requires a degree of focus and engagement to ensure collaboration between both parties to produce the desired results in a timely manner. We look forward to our partnership and can't wait to show you how The OG Way will improve the way you do business and the services you're able to provide to your citizens!

Project Initiation

During project initiation, we will introduce project resources, review the products and services purchased, finalize project timelines, and conduct the kickoff meeting. Both OpenGov and Customer are responsible for assigning their Project Managers for the project. We will hold a planning meeting to review all project documents OpenGov has received to date. We'll also provide additional worksheets that need to be included. We'll set-up meetings to finalize the project plan and ensure there is a centralized location for

these documents to be stored for collaboration. Lastly, we'll determine the date for the larger kickoff meeting and discuss the agenda for this critical meeting.

Best Practice Review

- OpenGov will provide your team with access to OG University and OpenGov's Resource Center so that you can start learning.
- Provided checklists with samples of data and information that we'll need completed. We will obtain all data and integration information at this time in our standard format.
- We will review your agency-specific documents to validate your business requirements.
- We will then coach you on our best practices by showing you how our tool works in the most effective manner.
- Based on our best practices review, we'll make solution recommendations based on our domain expertise.
- We'll align with your team based on our understanding of your operating processes based on technical requirements and product functionality.
- We'll review all data and integration requirements. A data map will be mutually agreed upon and signed off on by Customer.
- We'll present a solution document to be mutually agreed upon prior to starting the configuration.

Configuration

- We will set-up the base configuration based on the mutually agreed upon solution document.
- We will mutually configure the use cases based on the mutually agreed upon solution document.
- We will migrate your data based on our mutually agreed upon data map.

Validation

- Review the completed work performed during configuration.
- The appropriate members of the Customer project team will confirm that the solution has been configured correctly based on the solution and data mapping documents by testing the use of the solution.
- Training will be provided based on the selected package, or as set forth herein.
- Any items that were configured or migrated incorrectly based on the data map and solution document will be tracked via an issue log. We will work with your team to identify deployment critical issues that will be worked out prior to launch. If the item is not included in the mutually agreed upon data map and solution document, a mutually agreed upon change order will be discussed as defined in Section 10 Change Management of this SOW.

- The exit criteria for this phase is the sign off by the Customer's Project Manager of the configuration based on the mutually agreed upon solution and data map as defined in Section 9 Acceptance of this SOW.

Deploy

- The solution is usable by Customer.

Project Completion

- Customer is sent a project acceptance form to sign as defined in Section 9 Acceptance of this SOW.
- Customer will be asked to respond to a brief survey to provide feedback about the experience.
- Customer is introduced to Customer Support and educated on how to engage with customer support based on Customer's procured package.

3. Project Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager (as identified below or such alternate designated by OpenGov, the "OpenGov Project Manager") will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

4. Roles and Responsibilities

4.1. Roles and Responsibilities Matrix

OpenGov	
Role	Role Description
Executive Sponsor ("ES") Name: TBD	Responsible for ensuring alignment on project value proposition and vision. Escalation point for Customer Executive Sponsor to mitigate any risks that the project team cannot resolve. Executive Sponsor attends monthly (or other frequency) executive meetings to review deployment status, documented issue list,

	status and closure summary.
Project Manager (“PM”)	Responsible for the delivery of the professional services based upon the agreed upon contract and SOW within the budgeted hours and timeframe. Ensures the project is properly forecasted, assigns tasks/resources, and tracks toward project completion. Holds executive steering committee meetings and/or quarterly business reviews as appropriate to ensure project issues are properly escalated and success is achieved. Facilitates the transition to support.
Analyst (“IA”)	Responsible for helping Customer configure OpenGov’s product suites as assigned. The Analyst is the primary consultant, guiding Customer through configuration working sessions to put together successful workflows.
Subject Matter Expert (“SME”)	OpenGov Subject Matter Experts (“SMEs”) will engage in strategy, design, and execution discussions internally and with Customer during the deployment. The SME has a specific area of expertise, and depending on the scope of the project more than one SME may engage. The SME will not be on all working sessions, but will be involved per the direction of the OpenGov Project Manager.
Integration Engineer (“IE”)	Responsible for migrations, conversions, and integrations as assigned. Responsible for providing clear direction on specifications to ensure proper delivery of migration, conversions, and integrations. Clear data mapping and data validation to be provided with customer sign-offs obtained by the OpenGov Project Manager.
Account Executive (“AE”)	The Account Executive is responsible for the sales cycle. Aligning on program vision, value proposition, and contract terms. The Account Executive will facilitate project kickoff along with the OpenGov Project Manager. The Account Executive will be engaged with the customer throughout their journey with OpenGov, post-deployment and beyond.
Customer Manager (“CM”)	The Customer Manager (“CM”) is the primary customer relationship holder post-Deploy. The “Air Traffic Controller” or “Quarterback” of OpenGov resources with focus on long term success of Customer’s partnership with OpenGov. The CM will engage with Customer to discuss adoption strategy and conduct periodic reviews to ensure Customer’s key stakeholders understand all OpenGov offerings and how they align to key Customer priorities. The CM will be introduced at deployment kick-off, but will not be an active participant in deployment

	working sessions. As the deployment approaches closure, the CM's engagement will ramp-up, and the OpenGov Project Manager to CM meeting with Customer will occur prior to Project Completion.
Customer	
Role	Role Description
Budget Owner ("BO")	The Customer Budget Owner commits the funds to the project deployment, assesses the value to the cost (ROI), and approves changes orders. In some cases, the Budget Owner and Executive Sponsor are the same person.
Executive Sponsor ("ES") Name: TBD	Responsible for ensuring Customer team is aligned to core project value proposition and goals. Able to intervene if the project goes off track, and has ability to make decisions on timeline and budget when decisions are stalled. The Executive Sponsor is not expected to regularly attend deployment working sessions. Executive Sponsors, attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status and closure summary.
Project Manager ("PM") Name: TBD	Serves as the primary contact for OpenGov Project Initiation, Best Practice Review, Configuration, Validation, Deploy, Project Completion. Coordinates meetings and schedules. Controls communication between the Customer and OpenGov project teams.
Project Lead ("PL")	Is an internal SME in the functional area of deployment. Attends working sessions, trainings, and responsible for reviewing configurations. Primary OpenGov counterpart will be the Analyst.
Data and SystemsLead ("DSL")	Responsible for mapping out data infrastructure and validating migration, conversion, integration requirements. Someone who is able to connect OpenGov team with any of Customer's third-party data sources and vendors as needed to fulfill SOW requirements.

4.2. OpenGov Roles and Responsibilities RACI

Phases	Frequency	OpenGov	Customer
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		ES	PM	IA	IE	ES	PM	PL	DSL
Project Initiation	One-time	I	R	I	I	I	A	C	I
Best Practice Review	Iterative	I	R	C	I	I	A	C	I
Configuration	Iterative	I	A	R	R	I	A	A	C
Validation	Iterative	I	A	C	C	I	A	R	C
Deploy	Iterative	I	A	A	I	I	A	R	I
Project Completion	One-time	I	R	C	I	I	R	A	C

R = Responsible to perform the task

A = Accountable for the task being completed

C = Consulted with prior to the activity being performed

I = Informed that the task has been completed

5. Governance

Project Governance provides the foundation and framework to manage deployments by assessing progress and addressing questions and challenges during the course of deployment. OpenGov follows three guiding principles for governance to maximize the deployment value with our customers:

- **Regular communication** aligned to the agreed upon project plan and timing will occur. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, as we can only address items when known.
- **Executive involvement** is expected from both OpenGov and Customer. Not only may Executives be called upon to clarify expectations and/or confusion, but also to steer strategic items to maximize the value through the deployment.
- **Commitment to the direction** outlined in this SOW and critical assessment change orders to ensure they drive value.

5.1. Regular Communication Components

Meeting	Frequency	Purpose	Participants
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				OpenGov	Customer
Quarterly Management Review ("QMR")	Engagement Review	Quarterly	Overview of Program Status, Value Realization, trends, savings reports, program improvement, technology, and discuss program adjustments	PM, ES, others as necessary	PM, PL, ES, others as necessary
	Statement Committee	Bi-Annually	Review of milestones per commercial agreement, review budget and fiscal matters. Discuss strategic direction from deployment, alignment of OpenGov with Customer's 3-year roadmap, evaluate potential shift in strategy and impact to relationship	PM, ES, AE, CM	PM, BO. ES
Executive Sponsor Meeting		Monthly / Bi-Monthly	Discuss deployment: - Strategic impacts: timing, scope, process - Value prop changes, confusion - Project specific: items that need guidance, support and/or clarity	PM, ES, plus others as necessary	PM, ES, plus others as necessary

Weekly Deployment Updates	Weekly	Summary of project actions against project plan. Risks and achievements highlighted in addition to asks of leadership.	Project Team + ES(s)	Project Team + ES(s)
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5.2. Commitment to Project Direction and Goals

This SOW is the direction agreed upon by Customer and OpenGov. Transparency of the plan is paramount for our Customers to attain the value the SOW or any subsequent change order outlines.

Should direction of the deployment become disconnected, OpenGov and Customer Project Managers will outline the gaps as they understand them and communicate the gaps to their respective Executive Sponsor(s) (or Project Teams) for discussion and resolution.

The communication path for this engagement will be outlined in the kick off meeting, documenting both phone numbers and email. The general path is:

OpenGov Project Manager → Professional Services Sr. Manager / SVP → Executive Sponsor

6. Escalation Process

The purpose of this section is to define the escalation process, should it be needed, to support closing issues that are raised, discussed to move forward with the deployment. OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation.

6.1. Process

- Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
- Customer or OpenGov Project Manager summarizes the problem statement and impasse.
- Customer and OpenGov Project Managers will outline solution, acceptance or schedule Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.

- Resolution will be documented and signed off following Executive review in accordance with SLA as defined in Section 7 General Project Assumptions.

6.2. Escalation Requirements

- OpenGov and Customer Project Managers will summarize the impasse and recommendation to present at scheduled or ad hoc executive meetings. Unless otherwise noted in this SOW, Customer Project Manager can approve how hours are used, but not where funding is required.
- Executive Sponsors attend monthly (or other frequency) executive meetings to review deployment status, documented issue list, status, and closure summary.
- Steering Committees, where applicable, will be the arbitrator to direction and issue closure. Unless otherwise noted in this SOW, the Customer Executive Sponsor must approve change orders that result in additional cost.
- Customer or OpenGov Subject Matter Experts may be requested to provide input to the issue and assist in closure. Both Customer and OpenGov will make best effort to enable those Subject Matter Experts to be available and participate.

6.3. Documentation

- Issue Escalation: Problem Statement with clear impact to the deployment and/or engagement.
- Acceptance Document: Which will include any change order(s) or other process adjustments required and summary of the resolution.
- Notes from Project Meetings, Executive Reviews, and Steering Committee meetings, as appropriate.

7. General Project Assumptions

OpenGov is excited to work with Customer on the implementation of our OpenGov ERP Cloud. In order to ensure we are able to meet the project timeline as set forth in Section 3.1 of this SOW and ensure Customer is successful in this implementation, OpenGov asks that Customer abide by the General Assumptions detailed in this SOW.

- This SOW is limited to the Implementation of the OpenGov Cloud as defined in the Project Scope. Any additional services or support will be considered out of scope.
- Customer will commit and provide access to all necessary stakeholders and subject matter experts, and other key parties whose roles are defined in

Section 4.1, necessary to the successful implementation of the OpenGov ERP Cloud as defined in this SOW.

- Customer is responsible for internal change management associated with the purchase of new software.
- Response Protocol
 - OpenGov and Customer commit to responding to inquiries, updates, or any other project-related matters in no less than 10 business days throughout the course of this project. If Customer is delayed in its response, Customer acknowledges that: a) the delay may impact the project schedule; and b) any fees for Professional Services due to OpenGov after such delay shall become due and OpenGov may invoice Customer for such prepayment.
 - The Professional Services will be provided during regular business hours (8am to 6pm Pacific Time) Monday through Friday (holidays excluded).
- SOW Expiration:
 - This SOW is valid for up to 90 days from the Creation Date, or as agreed to in writing by OpenGov and Customer.

8. Project Scope

8.1. OpenGov Reporting & Transparency Platform

8.1.1. OpenGov Reporting & Transparency Platform Project Deliverables

Deliverable	Description
OpenGov Reporting & Transparency Platform	Cloud based Reporting & Transparency Platform that includes: • Stories • Open Town Hall • Reporting • Dashboards • Transparency Portal

8.1.2. Project Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the OpenGov Reporting & Transparency Platform implementation.

8.1.2.1. Initiate

Functionality	Description
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Provisioning R&T Platform	OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.
OpenGov University Platform Training	OpenGov will provide access to OpenGov University online training courses intended to teach users on the basics of the Reporting & Transparency Platform.
Stories and Open Town Hall Examples	OpenGov will build out an example of a Story: One standard story based on available templates in OpenGov. OpenGov will build out an example of a topic in Open Town Hall.
Initial Data Migration	OpenGov will upload any applicable datasets to the OpenGov Platform. - Base Budget File - Historical Budget and Transactions Files, including beginning balances - Budget Reference Year data files OpenGov will accept flat files such as CSV, Text, and/or Excel

8.1.2.2. Best Practices

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Stories and Open Town Hall Review	The Implementation Analyst will conduct a review of the examples created.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.1.2.3. Configuration

Functionality	Description
Chart of Accounts	OpenGov will review and give feedback on Customer's general ledger chart of accounts OpenGov will provide a functional build of the proposed OpenGov Chart of Accounts, and gain sign off on acceptance from Customer. OpenGov will configure OpenGov Chart of Accounts in OpenGov system

OpenGov Reports	OpenGov will: • Set up 3 OpenGov reports (Annual, Budget to Actuals, and Transactions) • Configure 3 departmental dashboards with up to 3 tiles each
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8.1.2.4. Validation

Functionality	Description
Chart of Accounts	Once built in OpenGov system, Customer will validate and sign off of transformed Chart of Accounts
Data	Customer will validate and sign off on the datasets uploaded as part of the implementation.

8.1.2.5. Deploy

Functionality	Description
Training Stories	OpenGov will review configured story and train Customer on how to: • Create new stories • Update/Maintain current stories • Publish internally and externally
Training Open Town Hall	OpenGov will present configured Open Town Hall site and theme. OpenGov will train Customer on Open Town Hall functionality
Training OpenGov Reports	OpenGov will review configured OpenGov reports. OpenGov will train Customer on report: • Configuration • Update/Maintenance • Publishing internally and externally
Training Dashboards	OpenGov will review configured Dashboards OpenGov will train Customer on Dashboard: • Configuration • Update/Maintenance • Publishing internally and externally
Platform Training	OpenGov will review configured COA and uploaded data. OpenGov will train Customer on Platform maintenance:: • Users • Uploading data

	• Maintaining COA
Sign Off	Customer will sign off that they have: • Configured Story • Configured Open Town Hall • Configured OpenGov reports • Configured Dashboard • Been trained on Stories, Open Town Hall, OpenGov reports, Dashboards

8.2. OpenGov Budgeting & Planning

8.2.1. Budget & Planning Project Deliverables

Functionality	Description
OpenGov Budgeting & Planning Suite	Budgeting & Planning Suite, includes: • Operating Budget • Workforce Planning • Capital Improvement Project Budgeting • Budget in Brief • Budget Reporting

8.2.2. Project Tasks - Budgeting and Planning

The tasks and responsibilities listed below are required for OpenGov and Customer to successfully complete the OpenGov Budgeting and Planning Suite implementation.

8.2.2.1. Initiate

Functionality	Description
Documentation Receipt	Customer to provide OpenGov: • Budget export • Examples of the documentation currently provided to department, • Budget schedule, • Management budget reports example
OpenGov University Budget	During the initial phase, OpenGov will provide system training to administrators. Training will include:

Training	• How to create ◦ a budget ◦ a proposal ◦ a worksheet ◦ add a line item ◦ reselect line items ◦ submit a budget • Reporting overview • Stories overview • Open Town Hall overview • Workforce Planning Overview
Budget and Workforce Solution Examples	OpenGov will build out examples of best practices for budgeting solutions: <i>Operating</i> • 2 budget instances in OpenGov • 2 proposals for each budget instance (Traditional and OpenGov) • 3 budget reports ◦ Operating Budget Development ◦ Operating Budget Details ◦ Operating Budget Categories • 1 budget story for review <i>Capital</i> • 1 budget instances in OpenGov • 2 proposals • 3 budget reports ◦ Capital Budget Development ◦ Capital Budget Details ◦ Capital Budget Categories • 1 capital story for review <i>Workforce Planning Shell</i> • 4 Standard cost elements ◦ Wages ◦ Insurance ◦ Retirement ◦ Taxes
Budget in Brief Examples	OpenGov will build out: • Look and feel of a Budget in Brief • Best practice templates for: ◦ Concise Budget Overview ◦ All Funds Summary ◦ General Fund Overview

8.2.2.2. Best Practices

Functionality	Description
Overview of Best Practice	OpenGov assesses and identifies how best to configure and map data to ensure success based on materials provided by Customer.
Budget and Workforce Solution	The Implementation Analyst will conduct a review of the examples created and work with the customer to confirm a budget format on which to move forward.
Budget in Brief Solution	The Implementation Analyst will conduct a review of the Budget in Brief template and work with Customer to confirm format and approach.
Solution Document	OpenGov will present a solution document to be mutually agreed upon prior to beginning configuration.

8.2.2.3. Configure

Functionality	Description
Base Budget File	OpenGov will configure and upload Customer's base budget file into OpenGov.
Budget Configuration	Based on the Review and Confirmation phase OpenGov OpenGov will set up Customer's preferred budget format: <i>Operating</i> • 1 Budget instance • 2 Proposals (Department) • Corresponding worksheets (single, fund, division, or function) • 1 standard budget Story template <i>Capital</i> • 1 Budget instance • 2 Proposals (Department or Project) • Corresponding worksheets (single, fund, division, or function) • 1 standard capital Story template Based on the review of the Workforce Planning Shell and with the guidance of the Implementation Analyst, Customer will: • Buildout remaining cost elements • Populate position template • Validate Workforce calculation

Budget Configuration Working Sessions	OpenGov will hold working sessions between the Implementation Analyst and Customer for the purpose of validating, reviewing, and iterating upon draft budget instances. Session will focus on: • Set up • Structure • Workflow • User access
Administrator Budget Management Training	OpenGov will provide 1, 60-Minute training sessions to enable Customer's Budget Administrators to manage and maintain their OpenGov budgets including: • User access • Approval workflow • Cloning • Phases • Proposal status
Dataset and View Configuration	OpenGov will set up 1 export and dataset view to enable budget reports
Budget Report(s)	OpenGov will set up 6 budget reports to include: <i>Operating</i> • Operating Budget Milestones • Operating Budget Development • Operating Budget Details • Operating Budget Categories <i>Capital</i> • Capital Budget Development • Capital Budget Details • Capital Budget Categories • Capital Plan Report
Budget Exports and Reporting Training	OpenGov will provide 1, 60-Minute training sessions to enable Customer to own, manage and maintain their OpenGov Budget Data and Reports including: • Exports • Dataset views • Reports
Budget in Brief Configuration and Training Session	OpenGov will setup initial OpenGov standard Budget in Brief template shell chosen from examples defined above • Administrator training ○ One 60-Minute session for training:

	■ Using and Copying from Template(s) ■ How Datasets and Reports work in Stories ■ How the Budget in Brief works with Transparency Portal ■ Preparing for updating and ongoing use ● OpenGov will provide working sessions for OpenGov to consult with Customer on Online Budget Book, scheduled as needed. <i>(Not to exceed more than 5 sessions unless agreed upon by openGov Project Manager and Customer.)</i> Customer administrators will complete budget in brief and corresponding project users, and admins/users will add content
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8.2.2.4. Validation

Functionality	Description
Validation of Configured Budgets	The OpenGov Project Manager and Analyst will confirm with Customer's Project Lead that all budget proposals are configured properly based on the agreed upon format.

8.2.2.5. Deploy

Functionality	Description
Internal Budget User Training	OpenGov will provide 1, 60-Minute training sessions to enable Customer's internal users to understand budgeting requirements.
Sign Off	Customer will provide written sign off that all Budgets and reports have been configured based on agreed upon formats.

8.3. Financial Integrations

8.3.1. Financial Integration Deliverables

Functionality	Description
Financial Integration	OpenGov will work with Customer's IT Staff and Project Team to setup a one way data integration from Komtek to OpenGov

8.3.2. Financial Integration Tasks

The tasks listed below are required for OpenGov and Customer to successfully complete the Financial Integrations with OpenGov.

8.3.2.1. Initiate

Functionality	Description
Solution Review	OpenGov will review the proposed solution with Customer - Functionalities to be Integrated - Actuals (Revenue and Expenses) - Budget - Integration Approach - Database Connect / Agent Install - SFTP (File Transfer) - OpenGov Assumes: - The data will be linked to the Customer's COA. - Integration is unidirectional from the Customer's accounting software into OpenGov.
Data Files [SFTP]	Customer will provide the data in the required format associated with the functionalities - Data Files for Historical Years - Data Files for Current Year - Automate the file transfers into the OpenGov SFTP location
Data Analysis	OpenGov will perform the data analysis - To align with the required functionalities - To align with the COA

8.3.2.2. Configuration

Functionality	Description
Integration Setup	OpenGov will perform the following - Installation of Agent (Database Integrations) - Database View Deployment (Database Integrations) - SFTP Setup (SFTP Data Migrations) - Sample File Format (SFTP Data Migrations) - OpenGov Assumes: - OpenGov will require assistance from Customer to understand source system specific customizations and configurations when building the data extract. When OpenGov is not able to access or extract data as per

	requirements, Customer should provide the data files in CSV format into OpenGov FTP Location. ○ When the source accounting software is hosted by a third party vendor on behalf of Customer, Customer is responsible for brokering OpenGov's access to Customer's data residing at the vendor's premises in accordance with OpenGov's data formatting requirements.
Configuration and Testing	OpenGov will perform the Configuration to ● Extract, Transform (when required) and load the data ● Build Reports for the required functionalities ● Initial validation of data

8.3.2.3. Validation

Functionality	Description
Data Validation	OpenGov team to work with Customer to ● Validate the historical data ● Validate the current year data ● OpenGov Assumes: ○ Customer will provide data to validate against (PDF Export). Data should be received prior to the start of the integration. ○ OpenGov will perform the validation for data accuracy for the Integration, working jointly with Customer team to approve the Financial Integration data.

8.3.2.4. Deploy

Functionality	Description
Deployment and Wrap Up	OpenGov will perform the Configuration to ● Schedule the current year data load ● Train the administrators ● Monitor the data load
Sign Off	Customer will complete OpenGov-provided sign off document acknowledging

	• Accuracy of the data for historical years and current year associated with the functionalities • Accuracy Reports associated with the functionalities • Adequately trained on the Integration Functionalities
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9. Acceptance

9.1. Acceptance Process

All Deliverables require acceptance from the Customer Project Manager(s) following the completion of Deliverables and upon Project Closure. Customer is responsible for conducting any additional review or testing of such Deliverable pursuant to any applicable mutually agreed upon acceptance criteria agreed upon by the parties for such Deliverable. Upon completion of these phases, the OpenGov Project Manager shall notify the Customer Project Manager(s) and provide the necessary documents for review and sign off.

The following process will be used for accepting or acknowledging Deliverables and Project Closure:

- OpenGov shall submit the completed Deliverables to Customer to review or test against the applicable acceptance criteria. Customer shall notify OpenGov promptly of its acceptance or rejection in accordance with the agreed upon acceptance criteria.
- Customer must accept all Deliverables that meet the applicable acceptance criteria. OpenGov Project Manager will provide the Customer Project Manager with the OpenGov Acceptance form to sign off on the Deliverable and project. Once all Deliverables required to meet a particular phase have been accepted or are deemed accepted, the phase shall be deemed complete.
- Upon completion of the phase or project, OpenGov allows Customer 10 business days to communicate that the particular Deliverable(s) does not meet Customer's requirements. Failure to communicate that the particular Deliverable(s) does not meet Customer's requirements will be deemed as acceptance and any further work provided to remedy Customer's complaint might incur additional cost.
- Customer shall provide to OpenGov a written notice detailing the reasons for rejection and the nature of the failure to meet the acceptance criteria. OpenGov shall make best effort to revise the non-conforming Deliverable(s) to meet the acceptance criteria and re-submit it to Customer for further review and testing.
- If the acceptance form is not received in accordance with Section 7 General Project Assumptions, the project phase and/or project will be considered accepted and automatically closed.

9.2. Acceptance Requirements

- All acceptance milestones and associated review periods will be tracked on the project plan.
- The Customer Project Manager will have decision authority to approve/reject all project Deliverables, Phase Acceptance and Project Acceptance.
- Any open issues shall receive a response in accordance with Section 7 General Assumptions of this SOW following the Validation Acceptance review, or as mutually agreed upon between the parties, for resolution prior to advancing on in the project.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.

10. Change Management

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Signed by OpenGov and Customer Executives approving funds.

Change documentation will be mutually agreed upon as defined in Section 7 General Assumptions of this SOW. Should that not occur, the change will be added to the next Executive Sponsor agenda for closure.

Example of changes that might arise during a deployment:

- Amending the SOW to correct an error.
- Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.



- Change in type of OpenGov resources to support the SOW. For example Subject Matter Experts to address simplifying Chart of Account structure.

OPENGOV SOFTWARE SERVICES AGREEMENT

This Software Services Agreement (this “**Agreement**”) is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at PO Box 41340, San Jose, CA 95160 (“**OpenGov**”) and the customer listed on the signature block below (“**Customer**”), as of the date of last signature below (the “**Effective Date**”). This Agreement sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services.

1. DEFINITIONS

“Customer Data” means data that is provided by Customer to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data shall not include any confidential personally identifiable information.

“Documentation” means the documentation for the Software Services at the Customer Resource Center page found at <https://opengov.zendesk.com>.

“Feedback” means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums.

“Initial Term” means the initial license term specified in number of years on the Order Form, commencing on the Effective Date.

“Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

“Order Form” means OpenGov’s Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

“Renewal Term” means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

2.1 Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and Customer (“**Software Services**”).

2.2 Support. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours.

2.3 Professional Services.

(a) If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services will be described in a statement of work (“**SOW**”) agreed to by the parties (the “**Professional Services**”). For Professional Services performed on a time and materials basis, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be forfeited. Customer may purchase additional Professional Services from OpenGov at OpenGov’s then current rate (“**PS Rate**”) as specified in an applicable Order Form. As of the Effective Date, OpenGov’s PS Rate is \$185 per hour.

(b) Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved by Customer and incurred by OpenGov in performing the professional services will be reimbursed by Customer. Travel expenses include cost of coach airfare travel round trip from the individual’s location to Customer’s location, reasonable hotel accommodations, ground transportation and meals.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement. Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.

3.2 Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer's ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CUSTOMER DATA

4.1 Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov hereby grants to Customer a non-exclusive, royalty-free license during the Term to use the Software Services.

4.2 Customer Data. Customer retains all right, title, and interest in the Customer Data and all Intellectual Property Rights therein. Customer hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners to, use, store, edit and reformat the Customer Data, and to use Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("**Insights**"), provided that in all such uses Customer Data is rendered anonymous such that Customer is no longer identifiable.

4.3 Access to Customer Data. Customer may download the Customer Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.

4.4 Feedback. Customer hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

5. CONFIDENTIALITY

5.1 Each party (the "**Receiving Party**") agrees not to disclose any Confidential Information of the other party (the "**Disclosing Party**") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.

5.2 "**Confidential Information**" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the

disclosure (including the terms of the applicable Software Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.

5.3 Notwithstanding the foregoing, "Confidential Information" does not include: (a) "**Public Data**," which is data that the Customer has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or Customer requests OpenGov make available to the public in conjunction with the Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

6. PAYMENT OF FEES

6.1 Fees; Invoicing; Payment; Expenses.

(a) Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("**Software Services Fees**") and the fees for Professional Services ("**Professional Services Fees**") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "**Fees**".

(b) Inflation Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

(c) Invoicing and Payment. OpenGov will invoice the Customer according to the Billing Frequency listed on the Order Form. Customer shall pay all invoices according to the Payment Terms listed on the Order Form.

(d) Travel Expenses. Unless the SOW provides otherwise, OpenGov will invoice Customer for pre-approved travel expenses incurred in connection with each SOW as they are incurred. Customer shall pay all such valid invoices within thirty (30) days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

6.2 Credit Card Customers. If applicable, Customer will provide OpenGov with valid credit card information and promptly notify OpenGov of any changes necessary to charge the credit card at billing@opengov.com. Please update your credit card information when necessary. The provision of credit card information to OpenGov authorizes OpenGov to charge the credit card for all applicable Fees plus a 3% credit card processing fee. OpenGov processes credit card payments through a secure third party processing partner and does not take receipt of credit card information itself.

6.3 Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("**Sales Taxes**"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

7. TERM & TERMINATION

7.1 Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "**Initial Term**").

7.2 Renewal. Unless either party terminates this Agreement in writing no less than thirty (30) days before the end of the Initial Term, this Agreement shall renew for another period of the same duration as the Initial Term (the "**Renewal Term**" and together with the Initial Term, the "**Term**").

7.3 Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within thirty (30) days after notice by the non-breaching party (ten (10) days in the case of non-payment), the non-breaching party may terminate this Agreement. Additionally, Customer may terminate this Agreement, upon

providing at least ninety (90) days notice prior to the annual anniversary date of the Agreement ("**Anniversary Date**") upon the occurrence of an Event of Nonappropriation as defined below. An "**Event of Nonappropriation**" occurs when prior to each Anniversary Date: a) Customer uses all efforts that are lawful and within Customer's official power, to secure the appropriate funds for the next year's Fees, including indicating the Software Services serve an essential purpose to Customer; and b) Customer has not acquired, used or issued a proposal for similar products or services during this period or has not hired any third party or allowed its own employees to use other services in place of the Software Services. Customer shall permit OpenGov to assist with the efforts in a) above, including providing OpenGov with direct access to Customer's applicable appropriations team.

7.4 Effect of Termination.

(a) In General. Upon termination or expiration of this Agreement: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (b) all Software Services provided to Customer hereunder shall immediately terminate; and (c) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

(b) Deletion of Customer Data. If Customer requests deletion of its Customer Data in writing prior to the date of termination or expiration of this Agreement, then OpenGov will permanently and irrevocably delete Customer Data, excluding any Insights, stored by its cloud hosting provider within ten (10) days of the date of termination or expiration of this Agreement. Such request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.

7.5 Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4(b) (Deletion of Customer Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

8.1 By OpenGov.

(a) General Warranty. OpenGov represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related statement of work and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform all such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must make any claim under the foregoing warranty to OpenGov in writing within ninety (90) days of performance of such work in order to receive such warranty remedies.

(b) Software Services Warranty. OpenGov further represents and warrants that for a period of ninety (90) days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1(b) must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.

8.2 By Customer. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.

8.3 Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9. LIMITATION OF LIABILITY

9.1 By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.2 By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV (OR, IN THE CASE OF CUSTOMER, PAYABLE) FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.

9.3 Limitation of Liability Exclusions. The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.

9.4 No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

10. MISCELLANEOUS

10.1 Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.

10.2 Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).

10.3 Anti-corruption. OpenGov has not offered or provided any bribe, kickback, illegal or improper payment, gift, or thing of value to any Customer personnel in connection with the Agreement, other than reasonable gifts and entertainment provided Customer in the ordinary course of business. If OpenGov become aware of any violation of the above restriction then OpenGov shall promptly notify Customer.

10.4 Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.

10.5 Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.

10.6 Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement

will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.

10.7 Assignment. Except as set forth in this Section, neither party shall assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement shall inure to the benefit of and bind each party's permitted assigns and successors.

10.8 Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.

10.9 Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.10 Governing Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in San Mateo County, California, and the parties hereby submit to the personal jurisdiction and venue therein.

10.11 Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.

Signatures

Customer

Signature: _____
 Name: _____
 Title: _____
 Date: _____

OPENGOV, INC.

Signature: _____
 Name: _____
 Title: _____
 Date: _____



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: May 17, 2021

SUBJECT: New and Expanded Position Requests for 2022 Budget

PRESENTER: Elizabeth Ward

BACKGROUND

Each budget cycle, Department Heads are given the opportunity to present their requests for expanded positions in their respective departments, as part of the Strategic Planning process.

Below is a summary of those positions being requested for inclusion in the 2022 budget. These positions would require **additional funding** to each of the associated budgets.

These totals below include the cost of wages and benefits.

DISCUSSION

Please see attached enclosures for each position requested.

FISCAL IMPACT

Department	Position	Hours	Total (Wage + Benefits)
Emergency Management	Emergency Planner - <i>Expanded Position</i> Existing PD - Grade H, Starting Range - \$16.19-17.90 per hour	1040 additional hours	\$51,938.64
	EMPG grant funding		(\$31,659.00)

	Emergency Management Budget Request		\$20,279.64
Health Department	Maternal and Child Health Bilingual Navigator - Expanded Position Existing PD - Grade Q Starting Range-\$2009.60-\$2,222.40 per period	2080 hours	\$75,441.60
	OPEI & ELC Grant funding		(\$37,720.80)
	Health Department Budget Request		\$37,720.80
Planning & Development	Environmental Health Specialist - New Position Existing PD - Grade Q Starting Range -\$2009.60 - \$2,222.40 per period	2080 hours	\$75,441.60
	Planning & Development Department Budget Request		\$75,441.60
Noxious Weed	Part time, Seasonal Hazardous Waste Technician Existing PD - Grade B Starting Range - \$12.09 - \$13.36 per hour	300 hours	\$4,036.88
	Noxious Weed Budget Request		\$4,036.88
EMS/Ambulance	Administrative Assistant Proposed Pay Grade - F Hiring Range - \$14.69 - \$16.24 per hour	2080	\$44,104.32
	EMS/Ambulance Budget Request		\$44,104.32
	Total all New Requests		\$181,583.24

RECOMMENDATION(S)

Recommendation is to consider each position individually as a separate motion as to what shall be included into the 2018 budget preparation.

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:

Emergency Management - Position Justification

EM Planner I Position Description

Health Department - Position Justification

MCH Bilingual Navigator Position Description

Planning & Development - Position Justification
Environmental Health Specialist Position Description
EMS/Ambulance - Position Justification

Enclosures:

- CAR 2022 budget additional-expanded position requests 2021-05 (DOC)
- Emergency Management - FT Planner Exercise Specialist request (DOCX)
- Emergency Management - FT Planner Exercise Specialist position description (DOCX)
- Health Department - MCH Bilingual Navigator request (DOCX)
- Mother Child Health Bilingual Navigator position description(DOC)
- Planning Development Environm Health Specialist Position Description (DOCX)
- Planning - Environmental Health Specialist request 2022 (DOCX)
- EMS Ambulance - Administrative Assistant request 2022 (DOCX)



COMMISSION AGENDA REPORT

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MEETING: Monday, May 17, 2021

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PRESENTER: Elizabeth Ward

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	EMS/Ambulance Budget Request		\$44,104.32
	Total all New Requests		\$181,583.24

DISCUSSION

Please see attached enclosures for each position requested.

ALTERNATIVES

1. Approve the measure
2. Deny the measure
3. Modify or develop alternatives if other concerns or factors arise
4. Schedule work session to discuss issue further

RECOMMENDATION(S)

Recommendation is to consider each position individually as a separate motion as to what shall be included into the 2018 budget preparation.

POSSIBLE MOTION(S)

Move to approve, deny or amend each position individually as presented in the above chart.

Enclosures:

Emergency Management – Position Justification

EM Planner I Position Description

Health Department – Position Justification

MCH Bilingual Navigator Position Description

Planning & Development – Position Justification

Environmental Health Specialist Position Description

EMS/Ambulance – Position Justification

A part time Emergency Management planner I position was created in 2018 to help the Emergency Management Coordinator review and update all county plans. This position is supervised by the Emergency Management Coordinator.

The position is responsible for reviewing and updating:

- Emergency Operations Plan (EOP)
- Debris Management Plan (DMP)
- Hazard Mitigation Plan (HMP)
- Continuity of Operations Plan (COOP)

Prior to the creation of this position, all updates to the plans were the responsibility of the Emergency Management Coordinator and the Emergency Management Director. After the creation of the planner I position, it allowed the plans to be updated by 1 person, with the oversight of the Coordinator, which made updates more consistent and timely.

By statute, the Emergency Management office must develop and maintain an EOP as well as make any necessary changes or revisions as needed. The department must work actively with all county departments and other governmental and private entities within Riley County to review and update all of the plans. The EOP must be reviewed and updated annually and validated by exercises.

With new planning standards being issued last year, it will be a priority for the Planner I to review and update all plans. It is important to review and update plans well in advance of the expiration dates. Stakeholders and EM staff have to arrange a meeting time to discuss existing roles, responsibilities, and capabilities and use that information to update the plans. Kansas Planning Standards are issued regularly in an effort to incorporate new technology, lessons learned, or other priority requirements.

The department is responsible for the coordination of a countywide exercise program, which meets state and federal guidelines and which adequately test the capability of all agencies and jurisdictions to perform the functions contained in the EOP. Exercises are a requirement to receive federal grant funding. There are several local agencies also required to conduct annual exercises, including but not limited to the hospital, airport, and emergency management.

Due to the lack of time available to plan exercises, we have found ourselves repeating past exercises in order to meet the plan validation process and grant requirements. This is not a good practice. Planning for exercises is a huge time commitment with attention to detail being necessary. A regular schedule for training/drills with county employees has been very difficult to carry out because of business hours, and lack of EM staff time.

Due to the direct correlation between plans and exercises, we are wanting to add the exercise responsibility in the part-time Planner I position and expand the current part time position to a full time Emergency Management Planner/Exercise Specialist position.

The Planner/Exercise Specialist position would be responsible for:

- Review, update, and maintain all county plans
- Plan, conduct, and evaluate exercises with all agencies in Riley County (private sector, volunteer or paid emergency response agencies)
- Document exercise results in an After Action Report (AAR)
- Develop improvement plan from AAR data to integrate into county plans
- Organize the exercise activities in a strategic manner

By having a fulltime position working on plans and exercises, the coordinator can place more attention on essential functions that have been neglected such as community education and awareness programs and volunteer recruitment, training, and engagement.

Emergency Management has 1 full time employee (coordinator), ½ time employee (director), and ½ time employee (planner). Knowing that the coordinator has been here 22 years and is eligible for retirement at any time and the director has been here 6 months and is eligible to retire in 5 years, having another full time person would provide for some office knowledge continuity. A full time position tends to be more of a stable, long term career path choice while a part time position lends itself to being temporary while the person completes school or gets experience to move on.

The Planner I position was paid for through the EMPG (Emergency Management Performance Grant). The amount Riley County has received from EMPG in the past several years has been \$31,659.

If the position is paid \$17/hour the total salary/benefit figure is approximately \$49,504. With EMPG paying \$31,659, the county would need to pay approximately \$17,845.

If the position is paid \$20/hour the total salary/benefit figure is approximately \$58,240. With EMPG paying \$31,659, the county would need to pay approximately \$26,581.

Position	Salary	Benefits	Position Cost Annualized
EM Planner I Grade H Hiring Range - \$16.19 - \$17.90/hour	\$37,232.00	\$14,706.64	\$51,938.64
EMPG Grant Funding			\$31,659.00
Total Budget Request			<u>\$20,279.64</u>

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	Emergency Management Planner /Exercise Specialist	
Department:	Emergency Management	Division:
Reports To:	Emergency Management Coordinator	
Pay Grade:	H	Status: Full Time
FLSA Status:	Non-Exempt	

POSITION SUMMARY: The position is responsible for reviewing, updating and maintaining all of the county's emergency plans. This position is also responsible for Emergency Management's training and exercise program.

This position requires knowledge of public administration, County and local government operations, businesses, and non-profit participants related to coordination of emergency management planning documents. Work is carried out with general direction, exercise of initiative and independent judgment. High degree of interaction with other parties and skill required.

ESSENTIAL FUNCTIONS:

- Review, update, and maintain all county plans including
 - Emergency Operations Plan (EOP)
 - Continuation of Operations Plan (COOP)
 - Debris Management Plan
 - Hazard Mitigation Plan
 - Other plans as directed or required
- Serve as a resource for access to local, state and federal plans, policies and procedures, both public and private, which may impact the ability of the County to mitigate, prepare for, respond to and/or recover from disasters
- Work with the emergency management staff to develop plans using the national planning scenarios and capability-based planning to better develop all hazard plans.
- Work with emergency management staff to use plans in developing exercises
- Work with local, state, and federal agencies including but not limited to NBAF, BRI, to develop hazard/risk specific training and exercises.
- Provide training regarding the plans to other response agency personnel
- Attend LEPC meetings
- Plan, conduct, and evaluate exercises with all agencies (private sector, volunteer or paid emergency response agencies) within the county and outside the county under the direction of the Coordinator.
- Document exercise results by using an After Action Report and developing an improvement plan to integrate into county plans
- Organize the exercise activities in accordance with an identified strategy from the annual TEPW (Training Exercise Planning Workshop) and the requirements established by KAR56-2-2
- Any other job related duties as assigned

POSITION REQUIREMENTS:

Education: A high school diploma or GED required. Emergency Management Associates Degree preferred.

Updated 2021

Attachment: Emergency Management - FT Planner Exercise Specialist position description (10847 : New and Expanded Position Requests for

Required License(s)/Certification(s):

- Valid Driver's License
- The following are required within the first 12 months of employment:
 - ICS-100 Introduction to ICS
 - ICS-200 Basic ICS
 - IS-700 Introduction to NIMS
 - IS-800 National Response Framework
 - IS-120 An Introduction to Exercises
 - IS-230 Emergency Management Fundamentals
 - IS-235 Emergency Management Planning
 - IS-240 Leadership & Influence
 - IS-241 Decision Making & Problem Solving
 - IS-242 Effective Communications
 - IS-244 Developing & Managing Volunteers
- The following are required within the first 18 months of employment or as classes become available:
 - HSEEP (Homeland Security Exercise & Evaluation Program)
 - IS-130 Exercise Evaluation and Improvement Planning
 - KS-132 Exercise Design for Discussion Based Exercises
 - KS-133 Exercise Design for Operations Based Exercises

Preferred License(s)/Certification(s): within 2 years of employment:

- Kansas Certified Emergency Manager (KCEM)

Experience: Must possess at least 1 year experience reviewing, updating, and maintaining plans in emergency related fields or equivalent education. Must possess at least 1 year experience planning and conducting exercises or equivalent education. Experience with the operation of specialized office equipment and computers is required. Experience in emergency related fields preferred.

Skills: Demonstrated ability in typing and knowledge of basic or commonly-used office rules, procedures and operations. Must have the ability to work with the public, other county staff, and other public safety agencies. Must understand and demonstrate basic computer skills. Must be able to facilitate meetings. Must have experience with ESRI mapping products.

Supervisory Controls: Instructions are accepted from Emergency Management Coordinator and the Emergency Management Director. The employee plans and carries out the successive steps and handles problems and deviations in the work assignment in accordance with instructions, policies, previous training, or accepted practices.

Supervisory Responsibility: None

Guidelines: Procedures for doing the work have been established and a number of specific guidelines are available.

Complexity: The decision regarding what needs to be done depends upon the analysis of the subject, phase, or issues involved in each assignment, and the chosen course of action may have to be selected from many alternatives.

Scope and Effect of Work: The work involves the execution of specific rules, regulations, or procedures and typically comprises a complete segment of an assignment or project of broader scope.

Personal Contacts: The personal contacts are with employees in the same agency, and outside the immediate organization. People contacted generally are engaged in different functions and kinds of work performed for the county. Also a substantial number of contacts are made with members of the general public or other agencies.

Purpose of Contacts: The purpose is to obtain, clarify or give facts or information regardless of the nature of those facts. The facts or information may range from the easily understood to the highly technical. Distributing and providing educational information is included.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit; use hands to finger, handle, reach with hands and arms; talk and hear with both ears. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision and color identification.

Work Environment: The work takes place in an office environment. There may be a need to travel for training. Some trainings are multiple days and would require staying over. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The use of personal vehicle may be required occasionally.

While performing the duties of this job, the employee is exposed to a normal noise level.

Approved: _____ Date: _____
(Supervisor)

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment of the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirement of the job change.

BACKGROUND

The Riley County Health Department (RCHD) has received the Outreach, Prevention and Early Intervention (OPEI) services grant from the Kansas Department of Health and Environment (KDHE) since around 2000. The program targets low-income parents and children who are at-risk with an emphasis on adolescent and pregnant teen parents (ages 12-22).

Currently through the OPEI funding there are two full time social workers, partial funding for the MCH Supervisor and funding of 8 hours per week for the Spanish interpreter. Over the course of the last two years and with a significant increase in the client case load, the program is seeking to hire a Bilingual Case Manager/Navigator. This position is crucial to the continuation of services, as specified by the grant and to ensure families are not on a wait list. The social workers meet with families on a weekly basis but also spend many hours providing case management outside of the one hour/week home visit. The social workers utilize an evidence-based curriculum, Promoting Maternal Mental Health and Promoting First Relationships for families prenatal through age 5. The Bilingual Case Manager/Navigator would provide case management services to families in a timely manner and assist in areas such as, assistance with KanCare and SOBRA applications, birth certificates, labor and delivery information and processes, transportation, connecting clients to mental health and other services as needed. Other duties may include Safe Kids Coordinator for Riley County, Kansas Infant Death and SIDS Network safe sleep instructor, and provide other family focused trainings, such as Love and Logic classes.

The number of Spanish speaking clients has doubled since the MCH program received the MCH Opportunity Project/Equity grant in 2018. In the last 3 months, the program has enrolled 8 new Spanish speaking families. In 2018, there was a total of 16 families served. In 2019, there was a total of 35 families served and in 2020 the program served 62 families with a total of 497 visits for the year. Therefore, the MCH program is requesting a new position to support these efforts and is requesting approval to move forward with the process. The funding for the position will come from OPEI grant funds as well as ELC funding and will support full funding of the new position through December 31, 2021. Beginning January 1, 2022, the position will require 50% match from Riley County. Therefore the position will be added to the FY2022 Riley County Personnel Budget Request.

DISCUSSION

The RCHD MCH program is requesting approval to move forward with the process of writing a job description, McGrath placement evaluation and salary and benefits determination for the new position. The MCH Supervisor has received approval for the new position from the OPEI contract manager at KDHE to increase funding in FY2022. KDHE will require an updated letter of intent and update to the Amendment Three Agreement. The MCH Supervisor will seek final approval from the BOCC for the position once the process is complete. At that time, the updated letter of intent and update to the Amendment Three Agreement will need to be signed as required by KDHE. FY2022 begins July 1, 2021 and the intent is to have the new position effective no later than July 1, 2021. The updated contract will be signed and returned in time for the state FY2022 (beginning July 1, 2021).

FISCAL IMPACT

No fiscal impact to Riley County through December 31, 2021 as ELC and OPEI grant funds will fully fund the position. The position will be added to the FY2022 Riley County Personnel Budget Proposal to continue funding the position at 50% beginning FY2022 (January 1, 2022).

The estimated fiscal impact to Riley County beginning January 1, 2022 at 50% match funding: Salary range will be finalized after completion of position description and classification, however a general estimate of the cost of the position at a Grade O is:

Position	Salary	Benefits	Position Cost Annualized
MCH Bilingual Navigator Grade Q Hiring Range - \$2009.60 -\$2,222.40	\$54,080	\$21,361.60	\$75,441.60
OPEI and ELC Grant Funding (50%)	\$27,040	\$10,680.80	\$37,720.80
Total Budget Request			<u>\$37,720.80</u>

RECOMMENDATION(S)

Move for Commissioners to approve the process of writing a job description, McGrath placement evaluation and salary and benefits determination for the new position under the OPEI and ELC grant funding through December 31, 2021.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	MATERNAL AND CHILD HEALTH (MCH) BILINGUAL NAVIGATOR– OPEI HOME VISITOR PROGRAM	
Department:	Health Department	Division: Maternal Child Health (MCH) Program
Reports To:	MCH Supervisor	
Pay Grade:	Q	Status: Full Time
FLSA Status:	Exempt	

POSITION SUMMARY This position is responsible for assisting pregnant women and new parents, with children 0-5 years old, by providing crisis intervention and supportive case management/home visitation services. This position requires verbal and written fluency in English and Spanish. The Navigator will help clients find local services and resources, provide education and support, and assist with essential needs of the family. The Bilingual Navigator collaborates with the MCH Supervisor, MCH social workers and program partners to coordinate an ongoing caseload. This position works with an under-served population and aims to eliminate barriers and enable families to access needed services. This position will work both in clients' homes and in the office.

ESSENTIAL FUNCTIONS:

1. Provide family-centered, strength-based support services to individuals and families who need medical and/or social resources.
2. Provide assistance by navigating client/family through local and state resources and make referrals for prenatal and postpartum clients, ideally in their home. Provide educational information and parenting support.
3. Document all contacts/visits in a timely, objective and accurate manner.
4. Seek client referrals from local agencies as necessary.
5. Present health education to both small and large groups. Assist with outreach and facilitation of prenatal or postpartum education classes as needed, along with other agency and local community outreach activities.
6. Develop and revise job specific policy and procedures for the MCH/OPEI Home Visiting program, and other policy and procedures assigned by the MCH Supervisor.
7. Assist with appropriate grant application process, immediate needs of the client/family and connection to community resources.
8. Responsible for data collection and grant writing for grant opportunities
9. Serve as the Safe Kids Coalition chair/point of contact for Riley County.
10. Provide education and outreach to other Community organizations to strengthen the understanding of the role of the MCH/OPEI Bilingual Navigator/ Home Visitor program. This includes, developing and updating a written quarterly outreach plan.
11. Complete Kansas Infant Death and SIDS (KIDS®) Network Certified Safe Sleep Instructor training and provide safe sleep trainings.
12. Maintain current knowledge of resources in the region and make appropriate referrals and follow up. Demonstrate belief in and is comfortable advocating for nurturing, nonviolent discipline of children.
13. Establish and maintain supportive services and work with diverse communities and families in a culturally sensitive manner.
14. Participates in emergency response health department efforts as needed.
15. Conform to HIPAA privacy regulations specific to position held. Coordinate compliance of PHI and PII with the HIPAA Coordinator within appropriate guidelines.
16. Participate in community collaboration and local coordination of services for families served.

Secondary Functions:

- Certified Child Passenger Safety Technician
- Certified Lactation Counselor
- Assist with quarterly and annual reports
- Review materials for program use annually

NOMINAL FUNCTIONS:

- Participate in training workshops to include orientation, initial training requirements and annual/ongoing training requirements.
- Attend MCH staff meetings weekly and RCHD staff meetings monthly or as needed. Attend other meetings as assigned.
- Performs other duties as assigned.

POSITION REQUIREMENTS:

Education: BA or BS required. A Bachelor's degree in nursing, social work, community health, early childhood, or other related field is preferred. Master's degree in related field is preferred. Equivalent combination of experience and education will be considered.

License(s)/Certification(s): Must have valid driver's license and good driving record.

Experience: Experience working in social service related field. Bilingual English/Spanish required. Must have experience delivering support and education services. Substantial skill and experience with coordinating services for families and children among government agencies, health and social service providers and other community supports. Experience in Maternal/Child Health and/or Home visiting preferred. Experience with the operation of specialized office equipment, particularly computers is required. Knowledge of data entry is required. Experience in public health is preferred.

Skills: Must have ability to understand complex oral and written instruction, ability to speak and write in both English and Spanish effectively, and ability to give clear, concise instruction orally and in writing, including written reports to local, state and federal offices. Ability to work and communicate with people from diverse backgrounds and experience. Demonstrates excellent written communication skills – detailed, succinct, organized written work. Establish and maintain an image of the Health Department to the community that represents service, vitality, and professionalism.

Supervisory Controls: The employee plans and carries out the successive steps and handles problems and deviations in the work assignment in accordance with instructions, policies, previous training, or accepted practices.

Supervisory Responsibility: None

Guidelines: The employee uses judgment in interpreting and adapting guidelines such as agency policies, regulations, precedents, and work directions for application to specific cases or problems. Contributes to an environment that promotes positive interactions and problem solving.

Complexity: The work requires self-motivated advanced planning and intelligent, rapid emergency decisions. The work also requires many daily decisions concerning such things as planning of the work, or refining the methods and techniques to be used to fulfill work requirements. Meeting and dealing with many individuals of varying interests and levels of responsibility. Dependable in carrying out responsibilities.

Scope and Effect of Work: The work involves the execution of specific rules, regulations, or

April 20, 2021

procedures and typically comprises a complete segment of an assignment or project of broader scope.

Personal Contacts: The personal contacts are with employees in the same agency, and outside the immediate organization. People contacted generally are engaged in different functions and kinds of work performed for the county. Also a substantial number of contacts are made with members of the general public.

Purpose of Contacts: The purpose is to obtain, clarify or give facts or information regardless of the nature of those facts. The facts or information may range from the easily understood to the highly technical. Distributing and providing educational information is included.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit; use hands to finger, handle, reach with hands and arms; talk and hear with both ears. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision and color identification.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to a normal noise level.

Public health facility requires a non-smoker.

Approved: _Date:_____ (Supervisor)

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment of the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirement of the job change.

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	ENVIRONMENTAL HEALTH SPECIALIST		
Department:	Planning & Development	Division:	
Reports To:	Director of Planning & Development		
Pay Grade:	Q	Status:	Full Time
FLSA Status:	Exempt		

Position Summary: To promote the environmental health of Riley County through the enforcement of the Riley County Sanitary Code by providing education to the public regarding environmental health programs/regulations, and by providing inspection and technical assistance services for water and wastewater systems.

Essential Functions:

Water

- Conducts field inspections and writes reports regarding private water supplies (e.g. inspects sites for drilling, evaluates wellhead construction, and promotes the wellhead protection program.)
- Issues permits for all water wells and submits well plugging reports to the state.
- Conducts laboratory testing of well water for Nitrates, Coliform Bacteria, Fluoride, Hardness, Sulfates, Iron, Chlorides, and Free Cl₂.
- Assists public with environmental questions regarding water softening, water remediation such as UV treatment or chlorination, and proper protocols for removal of toxic materials from water wells.

Wastewater

- Conducts field inspections and writes reports regarding private wastewater treatment facilities (e.g. evaluates proposed sites to determine suitable type of system, conducts soil profile and percolation tests, and designs appropriate repair of existing systems).
- Composes training manual/materials for licensing training and conducts training for installers and septage haulers.
- Issues system installation/construction permits and repair permits for wastewater systems.
- Conducts inspections of alternative private wastewater disposal systems as per the Riley County Sanitary Code and maintains a database for each system for billing and inspection reports.

General

- Answers requests for assistance and investigates environmental health complaints.
- Maintains knowledge of and enforces the provisions of the Riley County Sanitary Code.
- Obtains grants to support program and submits paperwork per grant requirements.
- Educate the public regarding environmental health issues through presentations, website information, media releases or other appropriate means.
- Conducts State of Kansas required school inspections under the direction of the Riley County Health Officer.

Nominal Functions:

- Performs special projects and tasks as assigned by the Director.
- Assists Health Officer with fulfillment of additional Riley County Health Officer duties upon request and upon approval from Director.
- Assists Emergency Management in emergency response upon request and upon approval from

Director.

Position Requirements:

Education: Bachelor's degree from an accredited college or university in natural science, environmental health or public health with at least 45 credit hours of classroom and laboratory coursework in math, biology, microbiology, geology, chemistry, environmental engineering and physics.

License(s)/Certification(s): Registered Environmental Health Specialist/Registered Sanitarian (REHS/RS) certification from the National Environmental Health Association or ability to obtain REHS/RS certification within 6 months of employment. Valid driver's license is required.

Knowledge and Experience: Advanced knowledge of the principles and techniques of environmental health, and the regulations and standards that apply. Knowledge of on-site water supply and on-site wastewater treatment methodology. Knowledge of groundwater flow and patterns. Knowledge of the principles of business letter writing and basic report preparation, including the use of the English language, spelling, grammar and punctuation. Minimum one year experience working with environmental health regulations or related experience required. Experience in conducting environmental inspections required. Two (2) years' experience with private water and wastewater system regulation preferred. Experience working in local government preferred. Advanced training in the inspection and operation of various types of alternative wastewater systems preferred.

Skills: Competent organizational skills and the ability to work effectively with the public, other agencies, and other county staff. Ability to assess situations and make decisions independent of supervision. Ability to multi-task and resolve problems in a timely manner. Ability to communicate effectively both orally and in writing. Skill in the use of a personal computer and related software. Ability to locate property, read maps and read legal descriptions. Ability to walk and stand for extended periods of time on uneven terrain and in various weather conditions. Ability to recognize and respond appropriately to potential physical threats in the field, e.g. snakes, ticks, poison ivy. Ability to follow protocols and established regulations.

Supervisory Controls: This position is expected to operate independently without a great degree of supervision. The Director defines overall objectives and assists the employee with unusual situations which do not have clear precedent. The employee establishes priorities and deadlines, plans and carries out the successive steps and handles problems and deviations in the work tasks independently and seeks guidance from the Director when needed.

Supervisory Responsibility: This position has no supervisory responsibilities.

Guidelines: County, State, and Federal regulations relating to environmental health are the guidelines for decisions. Some of the regulations are very plainly written and easily adapted to a specific question. Other regulations are outdated and do not pertain to current day problems. Therefore, judgment and interpretation are required in applying the regulations. The employee may also determine which of several established alternatives to use. Situations to which existing guidelines cannot be applied or significant proposed deviations from the guidelines are referred to the director.

Complexity: The work includes various duties involving different and unrelated processes and methods. The decision regarding what needs to be done depends upon the analysis of the subject, phase or issues involved in each assignment, and the chosen course of action may have to be selected from many alternatives. The work involves conditions and elements that must be identified and analyzed to discern interrelationships. Alternative private wastewater disposal system inspections

involve the use of complex equipment and the interpretation of readings and data to determine proper system operation and needed corrective measures. These inspections also involve the potential for contact with raw sewage (a potential hazard) which therefore requires the use of proper techniques and precautionary measures.

Scope and Effect of Work: The work involves the execution of specific rules, regulations, or procedures and typically comprises a complete segment of an assignment or project of broader scope. The work product or service affects the accuracy, reliability, or acceptability of further processes or services. The alternative private wastewater disposal system inspections requires independent investigation, data evaluation and determination of corrective measures needed.

Personal Contacts: The contacts are generally with members of the general public, as individuals or groups, in a moderately unstructured setting. The contacts are not established on a routine basis; the purpose and extent of each contact is different and the role and authority of each party is identified and developed during the course of the contact.

Purpose of Contacts: The purpose is to influence, motivate, interrogate, or control persons or groups. The persons contacted may be fearful, skeptical, uncooperative, or dangerous. Therefore the employee must be skillful in approaching the individual or group in order to obtain the desired effect, such as, gaining compliance with established policies and regulations by persuasion or negotiation, or gaining information by establishing rapport with a suspicious informant.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; talk or hear. The employee must regularly lift and/or move up to 80 pounds. Specific vision abilities required by this job include close vision, distance vision and color vision. The work is often sedentary and the employee can sit comfortably to do the work. Site inspections, however, require some physical exertion with occasionally having to walk over rough, uneven or rocky surfaces. Average or above-average agility is important. Periodic lifting of heavy objects is required. Stress is inherent to the position by having to deal with difficult persons and/or situations. Must have required immunizations as per Osha 1910.1030 Bloodborne Pathogens Rule.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to a moderate noise level in the work environment. Job may involve significant stress during certain periods of difficult interactions with the public or high demands by the Director or other staff members.

Approved: _____ Date: _____
(Supervisor)

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if work is similar, related or a logical assignment of the position.

The job description does not constitute an employment agreement between the employer and the employee and is

subject to change by the employer as the needs of the employer and requirements of the job change.

BACKGROUND/DISCUSSION:

There is currently only one Environmental Health Specialist position within Planning & Development who serves the entire county (including some duties within the incorporated cities). The citizens of Riley County would be well served by adding another Environmental Health Specialist (EHS) staff member. This position would be identical to the existing EHS on staff and do all the same job duties.

Prior to April 2012, the Environmental Health Specialist position was housed in the Health Department. When this position was in danger of elimination, the Planning Director at the time rightly lobbied to bring this position into Planning & Development. As this position is heavily involved with land development, it makes sense to be in Planning & Development. No additional staff was brought over with the EHS position. (The position was previously supported by 2-3 administrative assistants).

As Perry's presentation before the BOCC on May 6 showed, EHS is involved in a wide variety of job tasks and responsibilities, including wastewater systems, private wells, water testing, public education and assistance, code enforcement, school/daycare/kennel inspections and special projects, all while maintaining professional certifications and providing excellent customer service.

It is uncommon and a challenge for a county our size (both geographically and population) to have a single EHS position. Many counties around the state have a minimum of 2 EHS positions:

- Pratt County (pop. approximately 10,000): Two EH positions that also do noxious weed, including one director.
- Lyon County (pop. 33,251 plus Chase County pop. 2,637): Three EH specific positions including a supervisor.
- Reno County (pop. 61,000): Three EH specific positions, including one supervisor, with a single administrative assistant.
- Saline County (pop. 69,147 between four counties including Saline, Ellsworth, Ottawa, and Lincoln): Two EH specific positions with a shared administrative assistant.
- Wyandotte County (pop. 166,000): Four EH specific positions, including one director and one supervisor with a single administrative assistant.
- Shawnee County (pop. 177,000): Three EH specific positions, but they also have dedicated Child Care workers, one manager, and one clerk.
- Johnson County (pop. 602,401): Four EH specific positions with shared administrative staff. (Note that while Johnson County has a high population, the vast majority of the county contains city water, rural water, and public sewer systems. The EH positions they have deal with private wastewater systems and wells).

Again, it may be easy to say that some counties that have multiple EHS positions have a greater population than Riley, which is true. However, Riley County is a very geographically large county as well. It can take an hour plus to get up to the northern county line. Also, there are several job tasks that he must do within City limits and not just unincorporated Riley County.

Riley County is growing, and with that growth comes development – new homes, home sales, etc. Everything has to meet sanitary code, no matter what. While Perry is very good at keeping on top of things with generally minimal delay, this will become less and less possible as we continue to get busier and more people move into the County (to live, work, or visit). There are

lesser important duties that have had to be put on the backburner such as handling expired permits, etc.

Perry is rarely able to take time off (he's currently carrying 216 annual leave hours), usually returning to dozens, if not hundreds, of emails sometimes in just one day. He often answers calls on his cell phone on his days off. All of this also means that he often works through lunch or after hours to get things done in a timely manner. Since January 20, 2021, and through April 20, 2021, Perry has either shortened or skipped his lunch eight times, and has worked after hours twice. Note that this does not account for the majority of February where the temperatures were subzero so contractors were not working. If they had been, his additional hours would have been greater. He has only tracked extra hours since January 20, but has worked many extra hours in the three years he has been here that were not tracked.

When installers or others call, especially if there is an emergency like a system failure or someone is on a time crunch due to weather or house sale, this leaves reports and permits delayed. While it's generally not a significant delay, because Perry is only one person and has to prioritize his time and work, delays will inevitably occur. Adding another EHS would help that situation, benefiting the Planning & Development Department and ultimately the citizens of Riley County.

FISCAL IMPACT:

Position	Salary	Benefits	Position Cost Annualized
Enviro Health Spec Grade Q Hiring Range - \$2009.60 -\$2,222.40	\$54,080	\$21,361.60	\$75,441.60



EMS Administrative Assistant Proposal

May 12th, 2021

BACKGROUND/DISCUSSION:

This position was initially discussed in 2017 when EMS/Ambulance became a department of Riley County. It was my recommendation at the time for us to evaluate the need for the position as well as identify a location for which this person would work. We were working on preparing a document last year when the pandemic became our focal point and it was never presented.

The EMS Administrative Assistant has been, is currently, and will continue to be a need for our department. The work product normally assigned a person in this position continues to increase. Currently these tasks are handled by the Administrative team, preventing us from leading and managing more mission critical projects as we desire. The routine and administrative distractions to our days have stunted our ability to progress in areas such as: developing a more robust training program that is responsive to observed trends and occurrences on calls; providing EMS officers with the time and skills necessary to be clinical and professional leaders on calls and at stations; mid and long term strategic planning and subsequent project management.

There currently exists space in the Lower West End of the FCRC for a cubicle and supporting office equipment/supply. Ideally, upon construction of an EMS Headquarters, there would be office space allocated permitting the EMS Administrative Assistant to work in close proximity to the EMS Administrative Team.

Duties to include but are not limited to:

- 1) Accounts Payable
 - a) Process, pay, and account for received and reoccurring invoices
 - i) Track invoices through the AP process and keep good accounting records
 - b) Credit Card reconciliation, bookkeeping and processing
 - c) In cooperation with OMNI and EMS Leadership, process client reimbursements resulting from insurance or personal overpayment
- 2) Accounts Receivable
 - a) Receive Payments
 - i) Payments received by the EMS Administrative Team must be assigned to their proper Accounts Receiving process
 - (1) Internal
 - (a) Direct Bills
 - (i) Standbys
 1. KSU, USD's, and other area organizations
 - (ii) Non-medically necessary inter-facility transfers
 - (b) Education
 - (i) NAEMT Classes
 - (ii) AHA Classes



EMS Administrative Assistant Proposal

May 12th, 2021

- (c) Grants
 - (i) GMCF
- (2) External (OMNI)
 - (a) Client Services
 - (i) Checks, Direct Deposit, Insurance Issued Credit
 - b) Record Payments
 - i) Based on the type of payment and the resulting AR process, specific information from each payment must be recorded for later reconciliation
 - c) Reconcile Payments
 - i) Payments received require reconciliation against internal (KOMTEK) and external (Zirmed) systems to ensure services rendered align with payments made and the those that don't be remedied in a timely fashion
 - d) Communicate with clients and partners
 - i) Manage needs for subsequent documentation as requested by OMNI
 - ii) Provide estimates for requested services
- 3) Analytics and Reporting
 - a) Gather reoccurring weekly, monthly, and quarterly reports on EMS operations to be used at various organizational levels for decision making
 - i) Accounts Payable
 - ii) Accounts Receivable
 - iii) Labor Usage
 - iv) Supply Usage
 - v) Fleet Performance
 - vi) General Operations
 - (1) By type of service requested
 - (2) By type of service rendered
 - (3) By various time periods
 - (4) By various geographical boundaries
 - (5) Fractile response times
- 4) Payroll
 - i) Check and ensure employee clock in and out are accurate
 - ii) Ensure that breakdown of extra duties are accounted for accurately and inputted correctly
 - (a) Standbys, training, etc.
 - iii) Vacations and time off requests are input accurately
- 5) Fulfill PHI Requests from individuals, law offices, and hospitals/clinics maintaining strict compliance with HIPAA standards
 - i) receive multiple requests weekly
 - b) requests must be filled out correctly
 - i) run reports must be accessed, and submitted in the format as requested
- 6) Provide information by answering phone calls and other related requests



EMS Administrative Assistant Proposal

May 12th, 2021

- a) Calls for shift personnel not on duty must be tracked appropriately
- b) Manage and route phone calls to EMS Administration as well as handle requests
- c) Employment inquiries received via email, phone, in person visits
- 7) Schedule Preventative maintenance with multiple vendors
- 8) Coordinate with staff to ensure Captains know when to have appropriate equipment at location for PM
- 9) Elimination of 'niche' assignments of on duty supervisors who are in the office 10 days/month
 - a) Purchasing:
 - i) Tracking of inventory on a daily/weekly/monthly basis
 - ii) Disposable medical supplies, uniforms, office supplies, station needs
 - iii) Purchasing of supplies, inventory, tracking and distribution of such
 - iv) Tracking use of equipment and supplies to better understand PAR levels and data to support operations
 - b) Scheduling:
 - i) Building and uploading schedule into department software
 - ii) Assist shift leadership on scheduling time off requests, event requests, etc.
 - c) Fleet Maintenance:
 - i) Tracks fleet mileage/usage to ensure timely PM of vehicles
 - ii) Assist shift leadership to ensure other items are prioritized and completed in a timely manner
 - d) Training:
 - i) Scheduling rooms
 - ii) Compile pre class rosters, books, binders, assorted paperwork (in conjunction with Clinical Operations Administrator)
 - iii) Assist in compiling post class paperwork and organizing for reporting purposes

FISCAL IMPACT:

Position	Wages	Benefits	Position Cost Annualized
Administrative Assistant PROPOSED Grade F Hiring Range - \$14.69-\$16.24 per hour	\$31,616.00	\$12,488.32	\$44,104.32

**RILEY COUNTY LAW ENFORCEMENT AGENCY
LAW BOARD MEETING
City Commission Meeting Room
1101 Poyntz Ave.
Manhattan, KS
May 17, 2021 12:00 p.m.
Agenda**

I. ESTABLISH QUORUM- Chairperson Morse

II. PLEDGE OF ALLEGIANCE- Director Butler

III. CONSENT AGENDA

[Items on the Consent Agenda are those of a routine and housekeeping nature or those items which have previously been reviewed by the Law Board. A Law Board member may request an item be moved to the end of the General Agenda.]

- A. Approval of Minutes
 - 1. April 19, 2021 Law Board Meeting
- B. Approve 2021 Expenditures/Credits
- C. Juvenile Transport Reimbursement
- D. RCPD Related County Expenditures- (*Review*)
- E. Seizure Expenditures- (*Review*)
- F. Riley County Jail Average Daily Inmate Population- (*Review*)
- G. 1st Quarter Reports: Synopsis- (*Review*)
 - 1. Monthly
 - a) Monthly Crime Report
 - 2. Quarterly
 - a) 1st Quarter Uniform Crime Report (82.1.4)- Captain Jager
 - b) 1st Quarter Traffic Accident & Enforcement Analysis (61.1.1 A & C)- Captain Steere
 - c) 1st Quarter Seizure & Forfeiture Report (84.1.8)- Captain Freidline

IV. GENERAL AGENDA

- H. Additions or Deletions
- I. Public Comment
- J. Fraternal Order of Police Lodge #17 Comments
- K. Board Member Comments
- L. 30th CALEA Re-Accreditation Anniversary- Director Butler- (*Discussion*)
- M. RCPD Firearms Range Planning Update- Captain Jager- (*Discussion*)
- N. 2022 Budget Development- Director Butler, Command Staff & Board- (*Discussion*)
- O. Special Law Board Meeting- Director Butler & Board- (*Discussion*)
- P. 2022 Budget for Publication- Director Butler & Board- (*Vote Required*)
- Q. Executive Session- (*Vote Required*)
 - 1. Non-Elected Personnel Matters
 - 2. Attorney Client Privilege
- R. Adjournment

NOTE: Riley County Law Enforcement Agency (Law Board) Meetings are open to the public. Agenda items may be viewed on the Riley County Police Department website at <http://rileycountypolice.org/about-us/law-board-0>. In order to comply with provisions of the Americans with Disabilities Act (ADA), the Riley County Law Enforcement Agency will

make reasonable efforts to accommodate the needs of persons with disabilities. Please contact Executive Assistant Nichole Glessner at (785) 537-2112, ext. 2468, for assistance.

The Meeting of the Riley County Law Enforcement Agency will be televised live on local Cox Cable Channel 3, on the City of Manhattan's website at <http://cityofmhk.com/tv>, and also on Facebook at <https://www.facebook.com/RileyCountyPD>. A recording will be made available on the City's website after the meeting.