



**Board of Riley County
Commissioners
Regular Meeting
Agenda
September 05, 2024**

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. Agreement for the Management of the Correctional Health Care Contract
4. Sign Riley County Employee Action Form(s)
5. Approve payroll/accounts payables (when completed)

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Aug 29, 2024 8:30 AM

Review Tentative Agenda

7. Tentative Agenda

Press Conference Topics

8. Discuss Press Conference

9:00 AM

Elizabeth Ward, Human Resources Director

9. Human Resources Monthly Update

9:15 AM

Michael Boller, Noxious Weed Director

10. Staff update
11. Bid Recommendation Mower Tractor
12. Bid Recommendation Pull Behind Mower

9:30 AM

John Ellermann, Public Works Director/County Engineer

13. Request to fill Public Works Operator Position

- 9:35 AM** **Rich Vargo, County Clerk**
14. 2025 Intergovernmental Luncheon Venue
- 9:45 AM** **Anna Burson, Appraiser**
15. Request to Refill Residential Appraiser I or II
- 10:00 AM** **Amanda Webb, Planning/Special Projects Director**
16. Planning & Development - Staff Update
- 10:15 AM** **Clancy Holeman, Counselor/Director of Administrative Services**
17. Administrative Work Session
- 10:30 AM** **Jason Hilgers, Interim Manhattan City Manager**
18. General update City of Manhattan
- 11:00 AM** **Kaylyn Speth, WIC Supervisor**
19. Riley County WIC FY2025 Contract Approval
- 11:10 AM** **John Ellermann, Public Works Director/County Engineer**
20. K-13 & K-113 Turn Back Agreements
21. Court House Plaza East Window Replacement Project
- 11:30 AM** **David Adams, EMS/Ambulance Director**
22. Request To Fill Open Position
- Adjournment**

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



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Contract

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: September 5, 2024

SUBJECT: Agreement for the Management of the Correctional Health Care Contract

PRESENTER: Clancy Holeman, Riley County Counselor

BACKGROUND

Attached is the "Business Associate Agreement, Riley County, Kansas." That document is required by "HIPAA," the federal "Health Insurance Portability and Accountability Act," because the contracting medical service provider will need access to inmate protected health information in order to provide services. This attached document must be signed by the Board today if the attached "Agreement for the Management of the Correctional Health Care Contract Riley County, Kansas" is approved.

As the Board is aware, Riley County has both a constitutional and statutory obligation to provide "**non elective**" medical care to inmates of the Riley County jail. By Kansas statute, *funding of this constitutional obligation is placed on Riley County alone*. No other local or state governmental entity shares in the cost of medical care for Riley County jail inmates.

For the past several years, Riley County has contracted with ACH to provide this medical care to Riley County jail inmates. Riley County has done so in the form of a series of annual contracts, available for renewal each year. The present proposed contract continues that practice.

DISCUSSION

The term of this agreement will begin on September 1, 2024, and will remain in effect until December 31, 2025.

FISCAL IMPACT

The County will pay \$24,677.50 per month to ACH under this agreement.

RECOMMENDATION(S)

I recommend the Board approve the contract as presented.

POSSIBLE MOTION(S)

- A. "I move the Board authorize the Chairman to sign the "Business Associate Agreement, Riley County, Kansas" and attached contract as presented."
- B. "I move the Board authorize the Chairman to sign the "Business Associate Agreement, Riley County, Kansas" and attached contract as presented, with the following changes... ."
- C. "I move the Board **not** authorize the Chairman to sign the "Business Associate Agreement, Riley County, Kansas" and attached contract.

Enclosures:

- Business Associate Agreement & Management of Correctional Health Care Contract (PDF)
- Advanced Correctional Healthcare (ACH) (PDF)

BUSINESS ASSOCIATE AGREEMENT
RILEY COUNTY, KANSAS

Definitions

Catch-all definition:

The following terms used in this Agreement will have the same meaning as those terms in the HIPAA Rules (<https://www.federalregister.gov/articles/2013/01/25/2013-01073/modifications-to-the-hipaa-privacy-security-enforcement-and-breach-notification-rules-under-the>): Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" will generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Advanced Correctional Healthcare, Inc.
- (b) Covered Entity. "Covered Entity" will generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this agreement, will mean Riley County Jail.
- (c) HIPAA Rules. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, within 48 hours (except for any breaches putting patients at immediate risk of harm, which should be reported as soon as possible) and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;
- (e) Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;
- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

(h) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business Associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement for the Provision of Health Services. The Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(b) Business Associate may use or disclose protected health information as required by law.

(c) Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Covered Entity's minimum necessary policies and procedures.

(d) Business Associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

(e) Business Associate may use protected health information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(f) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered Entity will notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

(b) Covered Entity will notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.

(c) Covered Entity will notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

Permissible Requests by Covered Entity

Covered Entity will not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except if the Business Associate will use or disclose protected health information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

(a) Term. The Term of this Agreement will be effective as of the date of the last signature hereto, and will terminate on the termination of the Agreement for Health Services or the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

(c) Obligations of Business Associate Upon Termination

Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, will:

1. Retain only that protected health information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as Business Associate retains the protected health information;
4. Not use or disclose the protected health information retained by Business Associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate" which applied prior to termination; and
5. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the protected health information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(d) Survival. The obligations of Business Associate under this Section will survive the termination of this Agreement.

Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment to this Agreement will be effective until reduced to writing and signed by the parties.

(c) Interpretation. Any ambiguity in this Agreement will be interpreted to permit compliance with the HIPAA Rules.

- (d) No Third Party Beneficiaries. There are no intended third party beneficiaries to this Agreement.
- (e) Without in anyway limiting the foregoing, it is the parties' specific intent that nothing contained in this Agreement give rise to any right or cause of action, contractual or otherwise, in or on behalf of any Individual whose PHI is Used or Disclosed pursuant to this Agreement.
- (f) Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision will not be construed as a waiver of any other term or provision.
- (g) Authority. The persons signing below have the right and authority to execute this Agreement for their respective entities and no further approvals are necessary to create a binding Agreement.
- (h) Conflict. In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement will govern. Without limiting the foregoing, no provision of any other agreement or understanding between the parties limiting the liability of the Business Associate to Covered Entity will apply to the breach of any term, condition or covenant contained in this Agreement by Business Associate.
- (i) Headings. The headings of each section are inserted solely for purposes of convenience and will not alter the meaning of this Agreement.
- (j) Governing Law. This Agreement will be construed in accordance with and governed by the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the date of the last signature hereto.

BUSINESS ASSOCIATE

ADVANCED CORRECTIONAL HEALTHCARE, INC.


 Jessica K. Young, Esq., CCHP-A
 President & Chief Executive Officer

 Date

COVERED ENTITY

RILEY COUNTY JAIL

 John Ford, Chairman
 Board of Riley County Commissioners

 Date

Please complete and return via email to Contracts@advancedch.com

**AGREEMENT FOR THE MANAGEMENT OF THE
CORRECTIONAL HEALTH CARE CONTRACT
RILEY COUNTY, KANSAS**

This agreement, effective as of the date of the last signature hereto, entered into by and between the County of Riley, located in the State of Kansas, through the Riley County Sheriff in their official capacity (hereinafter referred to as "county"), and Advanced Correctional Healthcare, Inc. (hereinafter referred to as "ACH"), a Tennessee corporation.

**ARTICLE 1:
ACH**

- 1.1 BIOMEDICAL WASTE DISPOSAL. The county will pay for biomedical waste disposal services at the facility.
- 1.2 CO-PAY. Patients will be seen by the health care team regardless of their ability to pay.
- 1.3 DENTAL CARE. The county will pay for all costs associated with dental care.
- 1.4 ELECTIVE CARE. Elective care is defined as care which, if not provided, would not, in the opinion of ACH's prescriber, cause the patient's health to deteriorate. ACH will not pay for elective care for patients.
- 1.5 LABOR. Incarcerated patients will not be employed or otherwise utilized by ACH.
- 1.6 MEDICAID. ACH will not be responsible for setting up Medicaid for inpatient hospital stays.
- 1.7 MEDICAL CLAIMS RE-PRICING. Upon the county's request, ACH will have the county's medical claims re-priced. Once claims are received, the applicable discount will be calculated (if any) and the integrity of the claim will be confirmed prior to returning the claim to the county for payment. The county agrees to pay ACH \$17/claim. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 1.8 MEDICAL EQUIPMENT (DURABLE). The county pays for medical equipment. At the county's request, ACH will assist the county in securing the equipment at cost-effective pricing. Typical durable medical equipment expected in a medical unit would be: exam table, exam stool, ophthalmic / otoscope, peak flow meter, digital thermometer, stethoscope, X-large and large blood pressure cuffs, refrigerator (small), and scales. Medical equipment will be the property of the county.
- 1.9 MEDICAL SUPPLIES (DISPOSABLE). The county will pay for disposable medical supplies intended for one-time use, not to include durable or reusable medical supplies.
- 1.10 MENTAL HEALTH FIRST AID (MHFA) TRAINING. Mental Health First Aid is an 8-hour course that teaches you how to identify, understand and respond to signs of mental illnesses and substance use disorders. The training gives you the skills you need to reach out and provide initial help and support to someone who may be developing a mental health or substance use problem or experiencing a crisis. ACH provides MHFA training free to your officers.

- 1.11 **MOBILE SERVICES.** The county will pay for all costs associated with mobile services. Mobile services are defined as laboratory services that are drawn on-site and sent off-site for testing, and any ancillary medical services in which a provider comes on-site to perform work using the provider's equipment and/or staff, including, but not limited to X-ray services.
- 1.12 **MORTALITY AND MORBIDITY REVIEW.** The County acknowledges (a) that it is the responsibility of the County to obtain a review of any death in the facility (as appropriate) pursuant to any applicable statutes (if any), such as Minn. Stat. 241.021 (or any similar act or amendment of that act), (b) that ACH cannot perform such reviews, and (c) that the cost of such reviews will be borne by the County.
- 1.13 **OFFICER WELLNESS & CRITICAL INCIDENT EMPLOYEE RAPID RESPONSE (CIERR).** The CIERR program is a free staff support service. This program helps to support law enforcement (field and facility), first responders, and health care professionals and mitigate stress reactions in both personal and professional capacities. Contact with CIERR can be initiated by the professional in need of services or Freedom Behavioral Health, Inc. can initiate contact with notification from leadership within the department that the individual would benefit from the services. Unless there are safety concerns, the contacts are treated as confidential.
- 1.13.1 **FACE-TO-FACE WELLNESS CHECKS.** Upon the facility's request, ACH will coordinate a QMHP at the rate of \$175 per hour (with a minimum of 1 hour per visit). QMHP responsiveness will depend upon the amount of notice given, and the mutually agreed upon schedule.
- 1.14 **OFF-SITE SERVICES.** The county will pay for any costs associated with off-site services. Off-site services are defined as medical services including, but not limited to, consultation services, dental care not performed on-site, diagnostic testing (including but not limited to covid testing), hospital services, medically-indicated emergency ground ambulance transportation, mental health services not performed on-site, laboratory services that are drawn off-site, and specialty services. Health care professionals have the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders.
- 1.15 **OTHER SERVICES AND EXPENSES.** ACH may not provide and will not pay for any services, supplies and/or equipment which are not specifically contained in this agreement.
- 1.16 **PHARMACEUTICALS.** The county will pay for pharmaceuticals. Health care professionals have the freedom to provide care without limitation by prescription formulary, corporate approval for expensive medication, etc. Each situation should be addressed on a case-by-case basis. ACH does not have standing orders. ACH does not have a formulary.
- 1.17 **POOL.** The county will have a pool of \$31,000 to be used every 12 months (referred to as the "pool"). In general, the pool money will be spent as indicated by the county, and the county agrees to pay ACH on a monthly basis for any resulting overages. The pool dollar amount is simply an estimation of, not a limitation on, how much money will likely be spent.
- 1.17.1 The health care team does not make treatment decisions based upon the pool money balance. Instead, health care professionals have the freedom to provide care without limitation by approval process for outside care, etc. Each situation should be addressed on a case-by-case basis.

- 1.17.2 ACH will not pay for any hospitalization, off-site services, and/or anything else not specifically agreed to in this agreement.
- 1.17.3 The date of service for outpatient care, or date of admission for hospitalization, or date of the prescription, will be used to determine the calendar month in which the expenses are to be applied toward the pool. Any costs exceeding the pool will be paid by the county at the time the costs exceed the pool, or monthly, as needed.
- 1.17.4 All monies remaining in the pool after receipt of invoices will be returned to the county within 90 days after the pool close date. Invoices received after the pool close date will be forwarded to the county for payment.
- 1.17.5 In the event this agreement is terminated prior to the pool close date, any remaining pool monies will be prorated for the portion of the 12-month term elapsed. Costs exceeding the prorated amount will be paid by the county.
- 1.18 PREVENTATIVE SERVICES. If the county requests preventative services (such as flu shots, covid vaccinations, etc.) for incarcerated patients or county workers, the county will pay for it. ACH may provide, but will not pay for, preventative services. Upon the county's request, ACH will secure the vaccination (for example) and related supplies (if applicable) through the correctional pharmacy or health department, then bill the county for any costs, and the county agrees to pay.
- 1.19 PRISON RAPE ELIMINATION ACT OF 2003 (PREA).
 - 1.19.1 MEDICAL SPECIALTY TRAINING. Upon the county's request, Spark Training, LLC will provide annual PREA medical specialty training for medical and mental health team members. (This training is in addition to the annual PREA training that is already required.) This training is usually presented electronically as a specialized track for medical and mental health team members, covering topics such as evidence collection and emotional support post-incident. Proof of this training is specifically requested by PREA auditors.
 - 1.19.2 VICTIM ADVOCACY. The facility has designated Freedom Behavioral Health, Inc. to provide post-incident victim advocacy as required in PREA Standard 115.21, and outside confidential support services as required in PREA Standard 115.53. Upon the county's request, Freedom Behavioral Health, Inc. will provide a qualified mental health professional ("QMHP") (minimum Master's level) at the rate of \$175 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via telehealth (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given.
- 1.20 STAFFING.
 - 1.20.1 AGENCY / LOCUM TENENS (AS A LAST RESORT). Should these wages (this contract price) place an excessive burden on ACH to staff the facility, ACH may contract with Agency / locum tenens worker(s) to temporarily staff the facility, and the county agrees to pay the difference between the Agency / locum tenens rate(s) and ACH rate(s).

- 1.20.2 **CANCELATIONS.** If the county cancels a worker with less than 24 hours' notice prior to the start of the worker's shift, then the county agrees to pay for the worker's shift.
- 1.20.3 **CREDITS.** ACH pays its people well based on several factors including but not limited to experience in correctional healthcare. Therefore, ACH will not issue credits for differences in licensure; i.e., nurse practitioner vs. M.D., LPN vs. RN, etc. (For example, nurse practitioners are not necessarily paid less than M.D.s; LPNs are not necessarily paid less than RNs, etc.)
- 1.20.4 **HOURS AND/OR STAFFING PLAN.** Should the hours and/or staffing plan which make up this contract price not be adequate to attract and retain workers (such as 8-hour shifts vs. 12-hour shifts), the county agrees to reopen this contract for a good faith renegotiation of the hours and/or staffing plan and ultimate contract price.
- 1.20.5 **MEAL BREAKS.** It is understood and agreed that during unpaid meal break(s), workers are (1) allowed to leave their duty post and (2) completely relieved from all duties. If the facility requires the worker to be "on call" during meal break(s) so that they may respond to an emergency, then the worker is considered to be "on duty" and the meal break(s) will be paid for by the county.
- 1.20.6 **MEDICAL PRESCRIBER.** A prescriber will visit the facility weekly (or as otherwise agreed by the county and ACH) and will stay until their work is completed (estimate 1 hours). We estimate (but do not limit) the number of hours per week of onsite time. The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). A prescriber will be available by telephone to the facility and health care teams on an on-call basis, 7 days per week, 24 hours per day, 365 days a year. For onsite visits that fall on holidays, paid time off, or sick time, coverage will be provided by telephone only. Prescriber time is not credited back because they're on-call 24/7/365.
- 1.20.7 **NURSING.** ACH will coordinate on-site RN (registered nurse) coverage for 56 hours per week. There will be no coverage on holidays, paid time off, and sick time because the worker is still being paid. If the county would like coverage on holidays, PTO, and/or sick time, then the county agrees to pay for those nursing hours overages. For other absences (unpaid time off), ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH and the county will negotiate a mutually agreeable remedy (such as crediting back the wages of the particular position). The county agrees to pay, on a monthly basis, for extra hours worked (at the prevailing wage and benefit rate of the particular worker). ACH does not and will not put nurses on-call.
- 1.20.8 **ON-CALL QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP).** Upon the facility's request, ACH will coordinate a QMHP at the following rates (which may increase annually) (minimum 1 hour increments):

	If not contracted for an onsite QMHP	If contracted for an onsite QMHP
In-person (face to face)	\$300/hr	\$200/hr
Telehealth	\$175/hr	\$150/hr

1.20.9 TELEHEALTH. When agreed to between the county and ACH, providers may deliver patient care via telehealth.

1.20.10 TRAINING HOURS. Workers may receive all kinds of training, including but not limited to coaching, instructor-led training, job skills training, leadership training, management training, on-the-job training, orientation training, technology training (such as electronic medical records), safety training (such as OSHA), simulation training, and/or soft skills training. Those trainings may be annual, as-needed, face-to-face, formal, informal, ongoing, online, onsite, regularly scheduled, and/or virtual. Training hours are paid time and may result in hours overages, and the county agrees to pay those overages. The county will not pay for offsite training hours, such as attending a conference, unless the county is requiring the worker to attend (in which case the county will pay for the worker's overages, registration fee, travel expenses, etc.).

1.21 TUBERCULOSIS (TB) TESTING. The county will pay for the TB serum and related supplies. ACH will perform TB skin tests as directed by the county.

ARTICLE 2: **THE COUNTY**

2.1 ASQ SUICIDE PREVENTION TOOL. The county agrees to implement the nationally validated ASQ suicide prevention tool for use by the security team, as appropriate. For example, it's the county's responsibility to screen patients returning from court, as appropriate. Upon the county's request, ACH will coordinate the training.

2.1.1 RELEASE FROM SUICIDE PRECAUTIONS/WATCH. The county understands and agrees that as a general rule, only a prescriber or qualified mental health professional (minimum Master's level and state licensed) can remove patients from suicide precautions/watch. For example, as a general rule, nurses and members of the security team cannot remove patients from suicide precautions/watch.

2.2 AUTOMATED EXTERNAL DEFIBRILLATORS (AEDs). The duty to purchase, provide, inspect, and maintain the facility's AEDs is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to AEDs. ACH and its people will assume no responsibility for and will not be liable for the facility's lack of AED(s) and/or defective and/or non-working AEDs in the facility.

2.3 CARDIOPULMONARY RESUSCITATION (CPR) TRAINING. The duty to train the officer(s) is and always remains vested in and the responsibility of the county. ACH cannot be liable for failure to train correctional officers. For an additional fee, ACH may provide CPR training for officer(s). ACH will not pay for CPR cards for county workers.

2.3.1 LUCAS CHEST COMPRESSION SYSTEM (or similar). The decision to purchase, provide, inspect, and maintain the facility's LUCAS device is, and always will be, vested in the county. This agreement does not result in the assumption of those duties by ACH or its people. While ACH and its people may assist the county, ultimately the county specifically retains the duties and obligations with respect to LUCAS devices. ACH and its people will assume no responsibility for and will not be liable for the

facility's lack of a LUCAS device and/or defective and/or non-working LUCAS device in the facility.

- 2.4 COUNTY'S POLICIES & PROCEDURES. As with training, the facility is responsible for its health care policies and procedures. It is the correctional facility's responsibility, not ACH's responsibility, to have health care policies and procedures in place per state law. For example, jails without health care contract management vendors are still required by state law to have health care policies and procedures. As such, the existence, maintenance, review, and/or approval of the correctional facility's health care policies and procedures are not ACH's responsibility. All health care policies and procedures will at all times remain the property of the county and will remain at the facility.
 - 2.4.1 AMERICAN CORRECTIONAL ASSOCIATION (ACA) / CALEA / NATIONAL COMMISSION ON CORRECTIONAL HEALTH CARE (NCCHC) / NATIONAL INSTITUTE FOR JAIL OPERATIONS (NIJO) / LEXIPOL POLICY TEMPLATES: Policy and procedure templates are not site-specific. Policy and procedure templates are guidelines, not inflexible rules; they are not intended to establish a standard of medical care; nor are they a substitute for common sense. Each situation should be addressed on a case-by-case basis.
 - 2.4.2 ACH does not have health care policies and procedures because every state and each correctional facility are different. ACH manages contracts with health care professionals who are able to exercise independent medical judgment based upon their education, training, and experience. Health care professionals have the freedom to provide care without limitation by prescription formulary, approval process for outside care, etc. ACH does not have standing orders. ACH does not have a formulary.
- 2.5 DUTY TO PROTECT PATIENTS. The non-delegable duty to protect patients is, and always will be, vested in the county. This agreement does not result in the assumption of a non-delegable duty by ACH. As such, the county specifically retains the duty and obligation for security of the patients. For example, supervision of patients on suicide watch is the county's responsibility. For example, monitoring and/or observation of patients (such as on camera) is the county's responsibility. This duty also extends to the control of patient movement. ACH and its personnel will assume no responsibility for the movement of patients and assume no responsibility for patient protection at any time.
- 2.6 ELECTRONIC COMMUNICATIONS. The county agrees to provide to ACH copies of any electronic communications between ACH and ACH's workers and independent contractors in the county's possession (including stored on the county's email servers) as requested by ACH. The county agrees to treat electronic communications between ACH and its workers and independent contractors as confidential and agrees not to share those communications with any third party unless required by law.
- 2.7 LICENSURE. It is the county's responsibility to hold the necessary certifications, licensures and permits (including but not limited to, and as appropriate: CLIA waiver, DEA registration for the physical location, hazardous waste disposal permits, medical clinic license, other lab licenses, pharmacy license, state-controlled substance registration, etc.).
- 2.8 MEDICAL AND MENTAL HEALTH RECORDS. Patient medical and mental health records will always be the property of the county and will remain in the facility. The county agrees to provide copies of those records to ACH when requested.

- 2.9 NALOXONE ("NARCAN"). The county agrees to purchase naloxone and have its security team trained in the administration of naloxone. Upon the county's request, ACH will coordinate the training.
- 2.10 NON-MEDICAL CARE OF PATIENTS. The county will provide and pay for non-medical needs of the patients while in the facility, including, but not limited to: daily housekeeping services; dietary services, including special supplements, liquid diets, or other dietary needs; building maintenance services; personal hygiene supplies and services; clothing; and linen supplies.
- 2.11 OFFICE EQUIPMENT (DURABLE). The county will provide use of county-owned office equipment and utilities in place at the facility's health care unit. Typical office equipment expected in a medical unit would be a locking file (recommended four-drawer); paper punch; staple remover; stapler; cabinet for storing medical supplies such as Band-Aids, gauze, etc.; computer; fax machine; copier / printer; and toner.
- 2.12 OFFICE SUPPLIES (DISPOSABLE). The county will provide disposable office supplies, such as medical charts, paper, pens, staples, and Post-It notes which are required for the provision of patient health care services.
- 2.13 OFFICER TRAINING. The duty to train the officer(s) is and always remains vested in and the responsibility of the county. ACH cannot be liable for failure to train correctional officers. Upon request of the county, ACH may, through its affiliate Spark Training, LLC, provide access to an online training platform and Core Officer Training for use at the facility. Both parties agree that ACH is protected and immune from any liability or cause of action which may arise from the use of officer training by the county. The county is solely responsible for overall operation of the facility, including medical care. The county maintains ultimate responsibility for training and supervising its correctional officers, including but not limited to emergency procedures, ensuring sick calls are passed along to the medical team, and properly distributing medications (where appropriate).
- 2.14 RECRUITING.
- 2.14.1 DECLINING APPLICANTS FROM ACH SO THE COUNTY MAY EMPLOY THEM DIRECTLY. ACH makes a significant investment in the recruiting of new applicants and acknowledges the county has final approval of who may enter the facility. As a result, ACH does not expect the county to deny approval of an applicant presented to them in order for the county to employ that person directly. If, during the term of this agreement or within 1 year after this agreement's termination, the county should hire an applicant who was presented to them by ACH and denied approval by the county, the county agrees to pay ACH 30% of the applicant's first year's salary/compensation as a recruiting fee for each applicant.
- 2.14.2 DECLINING TO FILL A POSITION AFTER ACH INCURS ADVERTISING AND RECRUITING COSTS. ACH makes a significant investment in the advertising and recruiting of new applicants and acknowledges the county has final approval of the staffing level at the facility. As a result, ACH does not expect the county to decline to fill a position after ACH has incurred advertising and recruiting costs. If, during the term of this agreement, ACH should begin advertising and recruiting for a position(s), and the county subsequently decides not to fill that position(s), the county agrees to pay ACH the actual costs of advertising and recruiting plus 30%.

- 2.15 **SECURITY.** The county will maintain responsibility for the physical security of the facility and the continuing security of the patients. The county understands that adequate security services are necessary for the safety of the agents, workers, and subcontractors of ACH, as well as for the security of patients and officer(s), consistent with the correctional setting. The county will provide security sufficient to enable the health care team to safely provide the health care services described in this agreement. The county will screen ACH's proposed staff to ensure that they will not constitute a security risk. The county will have final approval of ACH's workers and independent contractors regarding security/background clearance. Should the facility unreasonably withhold security clearance and/or withhold security clearance on an unreasonably high quantity of proposed staff, it places an excessive burden on ACH to staff the facility. In that case, ACH may hire Agency worker(s) to temporarily staff the facility, and the county agrees to pay the difference between the Agency rate(s) and ACH rate(s).
- 2.16 **STAFFING.** The county agrees that mental health services at the facility will be provided by the county and ACH has no responsibility under this agreement to provide mental health services at the facility. The parties further agree that the county (not ACH) is responsible for the management, supervision, and training of the county's mental health team.
- 2.17 **WORKER RAIDING (ANTI-POACHING / NON-SOLICITATION AGREEMENT).** ACH makes a significant investment in the training and professional development of our workers and independent contractors. As a result, ACH does not expect the county to offer employment to or otherwise "poach" or solicit workers or independent contractors **and the county is specifically prohibited from doing the same.** If the county should hire any worker or independent contractor during this agreement's term or within 1 year after this agreement's termination, the county agrees to pay ACH a professional replacement fee of \$10,000 or 10% of this contract price, whichever is greater, for each worker or independent contractor, with the following exception: this does not apply to any person who was employed by the county prior to this agreement. It is expressly agreed by ACH and the county that the payment under this provision does not constitute a penalty and that the parties, having negotiated in good faith and having agreed that the payment is a reasonable estimate of damages in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or nonfeasibility of obtaining any adequate remedy, are estopped from contesting the validity or enforceability of such payment.

ARTICLE 3: **COMPENSATION/ADJUSTMENTS**

- 3.1 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The county agrees to pay \$24,677.50 per month to ACH under this agreement. Both parties agree this is a fair and reasonable price. ACH will bill the county approximately 30 days prior to the month in which services are to be rendered. The county agrees to pay ACH within 30 days of receipt of the bill. If the invoice is not paid within 30 days, the county agrees to pay a 1.5% per month finance charge.
- 3.1.1 **ANNUAL AMOUNT UPON RENEWAL.** Upon the annual anniversary of the commencement of services under this agreement, the annualized amount of increase for compensation and per diem rates (and any other contracted rates, including the on-call QMHP rate, for example) will be the Consumer Price Index (CPI) for medical care: medical care services: hospital and related services or 7%, whichever is higher.
- 3.1.2 **CREDITS.** Any credits due will first be applied to any outstanding invoices.

- 3.1.3 **ELECTRONIC PAYMENTS.** The county agrees to pay ACH electronically through the Automated Clearing House. If the county does not want to pay electronically, then the county agrees to pay an additional 2% per month charge. If the county believes it is statutorily exempt, please provide the statute citation.
- 3.1.4 **WAGES.** Should the wages which make up this contract price not be adequate to attract and retain workers, the county agrees to reopen this contract for a good faith renegotiation of the wage rates and ultimate contract price.
- 3.2 **FUNDING THE FACILITY'S HEALTH CARE PROGRAM.** It is ultimately the responsibility of the county to appropriately fund the facility's health care program. As a result, ACH's health care program at the facility (staffing, etc.) is customized and approved by the county.
- 3.3 **QUARTERLY ADJUSTMENTS.**
- 3.3.1 **AVERAGE DAILY POPULATION (ADP).** ADP for a given quarter will be determined from the facility census records. For billing purposes, the patient ADP will be 100. Patients who are not presently incarcerated in the facility (i.e., persons on electronic monitoring or probation, or who are hospitalized, or in halfway housing or early release housing) should not be counted in either ADP reported to ACH by the county. The ADPs reported to ACH should only include those patients presently incarcerated in the facility.
- 3.3.2 **PER DIEM.** When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of patients above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.48 per patient per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.48 x 91)
- 3.3.3 **RECONCILIATION.** Any contract amount in arrears (or amount to be credited back to the county) will be settled through reconciliation on the first monthly invoice prepared after reconciliation. No credits of any kind (including but not limited to staffing credits) will be issued after 90 days.

ARTICLE 4: **TERM AND TERMINATION**

- 4.1 **TERM.** The term of this agreement will begin on **September 1, 2024** at 12:01 A.M. and will continue in full force and effect until December 31, 2025 at 11:59 P.M., unless earlier terminated, extended, or renewed pursuant to this agreement. This agreement will automatically renew for successive 3-year periods unless either party gives 30 days' written notice prior to the end of a term.
- 4.2 **TERMINATION: 30-DAY OUT CLAUSE.** Notwithstanding anything to the contrary contained in this agreement, the county or ACH may, without prejudice to any other rights they may have, terminate this agreement by giving 30 days' advance written notice to the other party. If the county gives ACH less than 30 days' advance written notice, the county agrees to pay to ACH 1-month's contract price as an early termination fee.

ARTICLE 5:

GENERAL TERMS AND CONDITIONS

- 5.1 **ADVICE OF COUNSEL.** Each of the parties (a) has had the opportunity to seek counsel, legal or otherwise, prior to entering into this agreement, (b) is freely entering into this agreement of his/her or its own volition, and (c) understands and agrees that this agreement will be construed as if drafted by both parties and not by one party solely.
- 5.2 **AUTHORITY.** The persons signing below represent that they have the right and authority to execute this agreement for their respective entities and no further approvals are necessary to create a binding agreement.
- 5.3 **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The county and ACH agree that no party will require performance of any ACH or county worker, agent or independent contractor that would violate federal, state and/or local laws, ordinances, rules and/or regulations. If the county elects not to follow any federal, state, or local law, the parties agree the county will be responsible for all costs associated with noncompliance. The county will be responsible for any additional services required at the facility as the result of governmental (including, but not limited to, Centers for Disease Control and Prevention, Department of Justice, Drug Enforcement Administration, health department, Immigration and Customs Enforcement, Department of Corrections, Federal Bureau of Prisons, or United States Marshals Service) investigation, mandate, memorandum, or order. Should new services be required, the county will pay for it, unless specifically agreed upon in writing between ACH and the county.
- 5.4 **COUNTERPARTS; HEADINGS.** This agreement may be executed in counterparts, each of which will be an original and all of which will constitute one agreement. The headings contained in this agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this agreement. The term "patient" includes incarcerated detainees and inmates.
- 5.5 **EMAIL ACCOUNTS.** As a general rule, ACH will not provide frontline email accounts. If the county would prefer that ACH issue email accounts, then the county agrees to pay the additional costs for the licenses (i.e., in 2023, ~\$91/year per email account).
- 5.6 **ENTIRE AGREEMENT; AMENDMENT.** This agreement represents the entire understanding of the parties with respect to the subject matter hereof, supersedes and cancels all prior agreements, understandings, request(s) for proposals, request(s) for proposals responses, arrangements, or representations between the parties with respect to such subject matter, and may only be amended by written agreement of both parties. The parties agree that their performances hereunder do not obligate either party to enter into any further agreement or business arrangement.
- 5.7 **EQUAL EMPLOYMENT OPPORTUNITY.** It is the policy and practice of ACH to provide equal employment opportunities to all workers and applicants for employment without regard to race, color, religion, sex, national origin, disability, age, or genetics. This policy applies to all terms and conditions of employment including, but not limited to, recruitment, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefit plans, all forms of compensation, and training.
- 5.8 **EXCUSED PERFORMANCE.** In case performance of any terms or parts hereof will be delayed or prevented because of compliance with any law, decree, or order of any

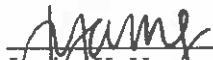
governmental agency or authority of local, state, or federal governments or because of riots, public disturbances, strikes, lockouts, differences with workers, fires, floods, Acts of God, epidemics, pandemics, or any other reason whatsoever which is not within the control of the parties whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

- 5.9 **FILMING.** ACH does not consent to the filming of its workers for any commercial purpose including, but not limited to, documentaries, docuseries (including, but not limited to, "60 Days In"), etcetera. If the facility and/or county decide to engage in such a project, they agree to notify ACH's legal department at least 90 days prior to filming, at 309-692-8100; facsimile: 309-214-9977; or email: Contracts@advancedch.com. ACH reserves the right to terminate the agreement prior to the beginning of the filming of such a project. ACH will have no obligation under this agreement to maintain insurance coverage against any loss or damage caused or necessitated by the filming of such a project. The county agrees to hold harmless and indemnify ACH and its workers against any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated by the filming of such a project.
- 5.10 **FURTHER ACTS.** The parties agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this agreement.
- 5.11 **GOVERNING LAW.** This agreement will be governed by the laws of the State of Kansas (without reference to conflicts of laws principles).
- 5.12 **INDEPENDENT CONTRACTORS.** ACH may engage certain health care professionals as independent contractors. The county understands and acknowledges that physicians, advanced practice providers, nurses, mental health workers, consultants, specialists, and other health professionals are not employees or associates of ACH; and that ACH is not responsible for their opinions, decisions or medical procedures performed.
- 5.13 **INTERGOVERNMENTAL AGREEMENTS (IGAs) (PIGGYBACK).** ACH agrees to allow the county to authorize other government agencies to purchase the proposed items by issuance of a purchase order at the same terms and conditions as this agreement, and to make payments directly to ACH during the period of time that this agreement is in effect.
- 5.14 **NO GRANT OF RIGHTS.** Each of the parties understands and agrees that no grant or license of a party's rights in any patent, trademark, trade secret, copyright and/or other intellectual property right is made hereby, expressly or by implication.
- 5.15 **NO RELATIONSHIP OR AUTHORITY.** The parties agree that ACH will at all times be an independent contractor in the performance of the services hereunder, and that nothing in this agreement will be construed as or have the effect of constituting any relationship of employer/employee, partnership, or joint venture between the county and ACH. ACH does not have the power or authority to bind the county or to assume or create any obligation or responsibility on the county's behalf or in the county's name, except as otherwise explicitly detailed in this agreement, and ACH will not represent to any person or entity that ACH has such power or authority. ACH will not act as an agent nor will ACH be deemed to be an employee of the county for the purposes of any employee benefit program.

- 5.16 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time and will be deemed to have been given when sent. To the county: Riley County Jail, 1001 Seth Child Rd., Manhattan, KS 66502. To ACH: facsimile: 309.214.9977; email: Contracts@advancedch.com.
- 5.17 OTHER CONTRACTS AND THIRD PARTY BENEFICIARIES. The parties acknowledge that ACH is not bound by or aware of any other existing contracts to which the county is a party and which relate to the provision of health care to patients at the facility. The parties agree that they have not entered into this agreement for the benefit of any third person(s) and it is their express intention that this agreement is intended to be for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third party beneficiaries thereof.
- 5.18 SEVERABILITY. If any provision of this agreement, or any portion thereof, is found to be invalid, unlawful, or unenforceable to any extent, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement will continue unaffected in full force and effect. The parties will negotiate in good faith an enforceable substitute provision for such invalid provision that most nearly achieves the same intent and economic effect.
- 5.19 SUBCONTRACTING. ACH is a corporation, so it is not contracting to provide health care services; rather, ACH is contracting to arrange for health care services to be provided by a professional organization that can practice medicine in the county's jurisdiction. ACH will manage the contract and recruit and pay subcontractors. Subcontracted services may include, but are not limited to, behavioral health, dental, electronic medical records, nursing, prescribing, and training.
- 5.20 TRAINING MATERIAL. Information in any training material should be treated as guidelines, not rules. The information presented is not intended to establish a standard of medical care and is not a substitute for common sense. The information presented is not legal advice, is not to be acted on as such, may not be current, and is subject to change without notice. Each situation should be addressed on a case-by-case basis.
- 5.21 WAIVER. Any waiver of the provisions of this agreement or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of this agreement or prejudice such party's right to take subsequent action.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date and year written below.

ADVANCED CORRECTIONAL HEALTHCARE, INC.



 Jessica K. Young, Esq., CCHP-A
 President & Chief Executive Officer

 Date

COUNTY OF RILEY, KANSAS

 John Ford, Chairman
 Board of Riley County Commissioners

 Date

ATTEST:

 Rich Vargo, Riley County Clerk

 Date

Please complete and return via email to Contracts@advancedch.com



	Included – Medical Specialty Training Upon the county's request, Spark Training, LLC will provide annual PREA medical specialty training for medical and mental health team members. (This training is in addition to the annual PREA training that is already required.) This training is usually presented electronically as a specialized track for medical and mental health team members, covering topics such as evidence collection and emotional support post-incident. Proof of this training is specifically requested by PREA auditors.
DetainEMR Advanced Inmate Medical Management, LLC	Not Included – USMS will reportedly require EMR this year Software updates/upgrades are automatic and free, online training is free and unlimited, troubleshooting is free and unlimited, user accounts are free and unlimited. EMR per diem is \$0.33 for Software as a Service (SaaS) costs. EMR per diems do not reconcile down. County must pay one-time startup costs.
Qualified Mental Health Professional (QMHP)	Not Included minimum Master's level
On-call QMHP (minimum 1 hour increments)	\$300 per hour in-person \$175 per hour via telehealth
Discharge Planner	Not Included This professional assists patients with re-entry and release planning. Components include patient education and connection to needed community resources.
Addiction Professional: Substance Abuse Counselor / Substance Use Disorder Evaluator	Not Included This professional evaluates the presence of substance abuse and addiction; creates individualized treatment plans; coordinates with community treatment resources; and provides stabilization, treatment, and support for those struggling with an addiction to drugs or alcohol.
DO YOU NEED ANY TRAINING?	Spark Training provides training on a variety of topics, including but not limited to medical, behavioral health, officer wellness, and Mental Health First Aid (MHFA) certification. Training is upon your request and on the topic(s) you choose. Sign up for Spark Training's blog list by sending an email here: Training@sparktraining.us

Agreed to by:

County of Riley, Kansas

John Ford, Chairman
Board of Riley County Commissioners
Date: _____

ATTEST:

Rich Vargo, Riley County Clerk
Date: _____

Kevin Neville (Retired – Cass County MO), Program Consultant
816.964.0592 / Kevin.Neville@advancedch.com

Sheriff Ana Franklin (Retired – Morgan County AL), CCHP,
Assistant Director of Business Development & Client Services
256.316.2822 / Ana.Maria.Franklin@advancedch.com



Riley County, Kansas
6/21/2024

Price(s) good for 90 days.	Current 1/1/24-12/31/24	Increase Nursing 9/1/24-12/31/24
Annual Price	\$202,716	\$296,130
Total Remaining Contract Price for 2024 Effective 9/1/24		\$123,387.50
Price per Contract Hour	\$80	\$89
ADP We refunded our clients over \$844K in 2023	110	100
Per Diem Rate	\$0.52	\$0.48
Prescriber	Onsite one time per week (estimate 1 hour) + unlimited 24/7/365 on-call by phone	
Nursing RNs only does not include holiday/pto/sick coverage	40 hours per week 108% of contracted nursing hours were met nationwide in 2023	56 hours per week To add holiday/pto/sick coverage, add \$41,237/year
Annual Pool	\$31,000 Prices are at cost ACH does not "mark up" these items	
Medical Claims Re-pricing (bill scrubbing)	Included upon request for \$17/claim We do NOT charge "savings fees" on denied claims We saved our clients over \$23M nationwide in 2023	
Officer Training Spark Training, LLC	Included On-site and online LMS (learning management system)	
Occupational Health / Officer Wellness for jail, dispatch, first responders, patrol, support staff, etc.	Included CIERR Program (Critical Incident Employee Rapid Response) Face-to-Face Wellness Checks Routine and/or State Mandated Price ranges from \$150 per hour to \$300 per hour (minimum 1 hour increments) In-person or telehealth Fitness for Duty Evaluations Evaluation for Hire, Routine Evaluation, Triggered Evaluation Price is case-by-case In-person or telehealth	
Prison Rape Elimination Act of 2003 (PREA) Compliance	Included - Victim Advocacy The county may designate Freedom Behavioral Health, Inc. to provide post-incident victim advocacy as required in PREA Standard 115.21, and outside confidential support services as required in PREA Standard 115.53. Upon the county's request, we will provide a QMHP at the rate of \$175 per hour (with a minimum of 1 hour per visit). Services may be provided in-person or via tele-health (as mutually agreed upon). QMHP responsiveness will depend upon the amount of notice given.	

Kevin Neville (Retired – Cass County MO), Program Consultant
816.964.0592 / Kevin.Neville@advancedch.com

Sheriff Ana Franklin (Retired – Morgan County AL), CCHP,
Assistant Director of Business Development & Client Services
256.316.2822 / Ana.Maria.Franklin@advancedch.com



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: September 5, 2024

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2024-08 HD SGerman EAF(DOCX)
- 2024-08 PW JKieffer EAF (DOCX)
- 2024-08 Appraiser SSmithson EAF (DOCX)
- 2024-08 Fire AKannady EAF (DOCX)
- 2024-08 Comm Corr TPrigge EAF (DOCX)
- 2024-08 Comm Corr ELaLond EAF (DOCX)
- 2024-09 EMS SBach EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Skylar German**Status Change Date:** 09/12/2024**Status Change:** Separation**Date of Hire:** 07/25/2022**Seniority:** 2 Year(s), 1 Month(s)**Position:** Emergency Response Coord**Position Type:** Full Time**Pay Range:** Range 13**Pay Type:** Salary**Base Rate:** \$2,368.00**Annualized Pay:** \$61,658.00**Funds Codes:** 30- Health Department/410- HD Emerg Preparedness**Supervisor:** Julie Gibbs**Department Head:** Julie Gibbs

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-08 HD SGerman EAF (15009 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Joseph Kieffer**Status Change Date:** 09/05/2024**Status Change:** Separation**Date of Hire:** 11/20/2023**Seniority:** 0 Year(s), 9 Month(s)**Position:** Public Works Operator II**Position Type:** Regular Full Time**Pay Range:** Range 7**Pay Type:** Hourly**Base Rate:** \$24.34**Annualized Pay:** \$50,627.20**Funds Codes:** 1-General/40-Public Works**Supervisor:** Bradley Wege**Department Head:** John Ellerman

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-08 PW JKieffer EAF (15009 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Sarah Smithson**Status Change Date:** 09/10/2024**Status Change:** Separation**Date of Hire:** 03/11/2024**Seniority:** 0 Year(s), 5 Month(s)**Position:** Appraiser I- Residential**Position Type:** Full Time**Pay Range:** 8**Pay Type:** Hourly**Base Rate:** \$21.67**Annualized Pay:** \$45,073.60**Funds Codes:** 1- General 22-Appraiser**Supervisor:** Danny Williams**Department Head:** Anna Burson

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-08 Appraiser SSmithson EAF (15009 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Avery Kannady**Status Change Date:** 08/29/2024**Status Change:** Separation**Date of Hire:** 05/01/2024**Seniority:** 0 Year(s), 3 Month(s)**Position:** Volunteer Firefighter**Position Type:** TASND**Pay Range:** TASND**Pay Type:** Stipend**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Fire District #1/183-Fire District #1**Supervisor:** Douglas Russell**Department Head:** Douglas Russel

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-08 Fire AKannady EAF (15009 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Tessa Prigge**Status Change Date:** 08/29/2024**Status Change:** New Hire**Date of Hire:** 09/09/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** On Call JIAS**Position Type:** TASND**Pay Range:** Range 1**Pay Type:** Hourly**Base Rate:** \$17.69**Annualized Pay:** \$7,429.80**Funds Codes:** 2000-KDOC/520-Community Corrections**Supervisor:** Megan Lewis**Department Head:** Megan Lewis

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-08 Comm Corr TPrigge EAF (15009 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Emma LaLond**Status Change Date:** 08/29/2024**Status Change:** New Hire**Date of Hire:** 09/09/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** On Call JIAS**Position Type:** TASND**Pay Range:** Range 1**Pay Type:** Hourly**Base Rate:** \$17.69**Annualized Pay:** \$7,429.80**Funds Codes:** 2000-KDOC/520-Community Corrections**Supervisor:** Megan Lewis**Department Head:** Megan Lewis

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-08 Comm Corr ELaLond EAF (15009 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Sean Bach**Status Change Date:** 09/3/2024**Status Change:** Separation**Date of Hire:** 11/1/2017**Seniority:** 6 Year, 10 Month(s)**Position:** Paramedic**Position Type:** As Needed**Pay Range:** EMS**Pay Type:** Hourly**Base Rate:** \$22.80**Annualized Pay:** \$11,400**Funds Codes:** 1-County General, 20-EMS/Ambulance**Supervisor:** Joshua Gering**Department Head:** David Adams

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-09 EMS SBach EAF (15009 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
September 09, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Good Morning Manhattan

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Rich Vargo, County Clerk

2. Year to date budget and expenditure reports

9:15 AM

Michael Rezkella, Pawnee Mental Health Services Director

3. Pawnee Mental Health Services update

9:30 AM

Press Conference

4. LEPP Grant - Amanda Webb (1-2 minutes)

9:35 AM

Russel Stukey, Emergency Management Director

5. Staff update
6. Community Wildfire Protection Plan

9:55 AM

Anna Burson, Appraiser

7. Staff update

10:10 AM

John Ellermann, Public Works Director/County Engineer

8. Project update

Attachment: 09-09-24 tentative agenda (14232 : Tentative Agenda)

10:25 AM Amanda Webb, Planning/Special Projects Director

9. Letter of Support for Creekside at Fall Color Farms – Kansas Tourism Attraction & Development Grant

10:40 AM Clancy Holeman, Counselor/Director of Administrative Services

10. Administrative Work Session

11:00 AM Katharine Hensler, Museum Director

11. Staff update
12. Out of State Travel Request

Adjournment**Announcements**

Riley County Planning Board/Board of Zoning Appeals meeting will be held tonight at 7:30 p.m. in the Commission Chambers, Courthouse Plaza East Building, 115 N. 4th Street.

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, September 10, 2024 (KF).

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
September 12, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Discuss Intergovernmental Luncheon
2. Discuss Joint City/County/County Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:20 AM

Budget and Planning Committee - Brittany Phillips, Budget and Finance Officer

4. Monthly Cash Flow Reports

9:45 AM

Jason Smith, Manhattan Area Chamber of Commerce

5. Economic development update

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Executive session to discuss a performance matter involving non-elected personnel

Adjournment

Attachment: 09-12-24 tentative agenda (14232 : Tentative Agenda)

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

Attachment: 09-12-24 tentative agenda (14232 : Tentative Agenda)



COUNTY CLERK & ELECTIONS
Staff Update

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

MEMORANDUM

FROM: Elizabeth Ward, Human Resources Director

MEETING: September 5, 2024

SUBJECT: Human Resources Monthly Update

PRESENTER: Elizabeth Ward

Enclosures:

- HR Monthly Report - August 2024 (PPTX)



Human Resources

August 2024

Presented by Elizabeth Ward, HRD

Role of Human Resources

Riley County Human Resources

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

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

Recruitment and Retention

	Regular Employees	Seasonal/Stipend EE/Intern
Current headcount	289	343
Hires-June/July	4	11
Hires – current year	44	59
Separations – June/July	1	2
Separations - current year	42	38
Turnover Rate-annual	14.5%	
Average tenure	9.1 years	
Current openings	8	
-Elections, Reg of Deeds, Museum, Appraiser, Public Works(4),		

Positions Open for Extended Time

Purchasing Agent – Public Works	Unfilled - Sept 2022
As Needed Engineering Tech – Pub Works	Unfilled - indefinite
Appraiser - Personal Property	
1 of 3 open 8.5 months	Turnover
Traffic Control Tech – Pub Works	
1 of 1 open 7.5 months	Turnover
Doesn't include EMS or As-needed positions	

Performance and Development-Current

Supervisor training -Highly Effective Managers program

- 12 employees participating in 3 departments

Leading with Vision	Creating Pos Culture	Optimize Leadership Credibility
Being Self-Reflective	Maximizing Staff Commitment	Developing Staff to Excel
Effectively Handling Conflict/Feedback	Holding Staff Accountable	Exceeding Customer Needs
Exceptional Customer Service/Teamwork	Optimizing Dept Performance	Your Action Plan

Partnered with Extension Financial Wellness

Aug 13th and 14th –very well attended and very participatory

Employee Day 2024 - “One Team”

All sessions confirmed/details being completed.

Topics: Personality management, Inclusion, high performing team

Compliance

- CDL Commitment Agreement
- Title VI Policy
- Kansas Criminal Justice Information System background check compliance in hiring
- Department Head Residency
- Volunteer Fire Fighters handbook acknowledgement
- EAP processes for Fire/Stipend
- EAP usage

Budget Updates

Deputy County Counselor position filled within budget

Community Corrections Director filled within budget

Deputy Fire Chief filled within budget

Current and upcoming month's focus

Aug focus

- Completed Discipline Action Training with all depts
- SEHP 3-year contract completed
- Strategic Retreat Planning
- United Way Fall Campaign- very successful

Current and upcoming month's focus

Sept focus

- Employee Skills/Certificate tracking in Paylocity
- EAP information sessions at Dept meetings
- Health Insurance benefits fair prep
- Performance Evaluation Prep – Nov/Dec
- Open Enrollment - Oct

Upcoming

- | | |
|-----------------------|--------------|
| • KS SHRM conference | Sept 11-13 |
| • Job Fairs – K-State | Sept 24 & 26 |
| • 2024 Benefits Fair | Sept 25 |
| • 2024 Employee Day | Oct 14 |



NOXIOUS WEED/HHW
Staff Update

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

STAFF REPORT

FROM: Michael Boller Riley County Noxious Weed Director

MEETING: September 5, 2024

SUBJECT: Staff update

PRESENTER: Michael Boller Riley County Noxious Weed Director

Enclosures:

- 9-5-24 Staff Report (DOC)

Riley County Noxious Weed/HHW Department
Michael Boller, Director
September 5, 2024

Staff Report

Noxious Weed/Mowing:

- Spot spraying for Sericea Lespedeza on county roads has begun this month.
- Solid spraying on sections II and III will begin this month. This will target Musk Thistle and Field Bindweed as well as brush and cedar trees.
- Now is the time for private property owners that have had an issue with Musk Thistle to prepare and complete a fall spray. I have begun and continue an education program to discuss this issue and will be following up with owners that have had a significant out this past spring.
- The second round of mowing on county roads was completed the last week of August. This was again early this year and ahead of schedule.
- The third round will begin this month and will be completed on all county roads this fall (November). Some areas will be mowed out to the fence line or at least two passes of the mower for mechanical brush control and to help with snow drifting problems.
- Tall thistle or Roadside Thistle is in bloom and is not Musk Thistle. Musk Thistle has gone to seed and no longer in bloom this time of year. Musk Thistle bloom is on far right and larger and more robust. Roadside Thistle is an excellent food source for bees, insects and wild birds and is not a target species for spraying for the noxious weed department.



- We had a call in August about a possible outbreak of Kudzu. This is an extremely invasive noxious weed that is known as the vine that ate the south. This was reported near the river by the viaduct. Upon inspection it turned out to be Burly Cucumber. There is only one documented location in Kansas that has had confirmed Kudzu.

**HHW:**

- Next HHW collection at Howie's Recycling is Saturday, September 14, 2024 from 8:00am to 12:00 noon. No business waste or truck loads of waste will be accepted at this event. August collection at Howie's had 86 participants.
- The Riley County HHW Facility has recycled latex paint to give away. We have one gallon and five gallon containers available. Our office is open Monday – Friday from 7:30am to 4:00pm for assistance. Also, carts are available during afterhours for drop off of HHW material. No commercial waste is to be dropped off afterhours.

Other:

- I will be at the County Weed Directors Association of Kansas state fair booth on September 9th answering questions about noxious weeds and encouraging folks to fall spray for Musk Thistle.



NOXIOUS WEED/HHW
Purchase > \$10K

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

COMMISSION AGENDA REPORT

FROM: Michael Boller Riley County Noxious Weed Director
MEETING: September 5, 2024
SUBJECT: Bid Recommendation Mower Tractor
PRESENTER: Michael Boller Riley County Noxious Weed Director

RECOMMENDATION(S)

Recommend moving forward with submitted bid by Rossville Truck and Tractor for Case Maxxum 125 tractor for bid amount of \$116,101.24.

POSSIBLE MOTION(S)

Move to approve bid submitted by Rossville Truck and Tractor for Case Maxxum 125 tractor for bid amount of \$116,101.24.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 2024 Mid Size Tractor Bid Summary (DOC)

Riley County Weed Department

Bid Sheet for Midsize 2024 Tractor

Bidder	Option 1 Price	Option 2 Price	Option 3 Price
KanEquip 408 Lincoln Wamego, KS 66547	\$121,687.00 New Holland T6. 145	\$121,687.00 Case Maxxum 115	
PrairieLand Partners,LLC 1001 Southwind Drive Wamego, KS 66547	\$123,837.44 John Deere 6120M		
Rossville Truck and Tractor Co 12635 N.W. Hwy 24 Rossville, Kansas 66533	\$116,101.24 Case Maxxum 125		

Attachment: 2024 Mid Size Tractor Bid Summary [Revision 1] (15020 : Bid Recommendation Tractor Mower)



NOXIOUS WEED/HHW
Purchase > \$10K

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

COMMISSION AGENDA REPORT

FROM: Michael Boller Riley County Noxious Weed Director

MEETING: September 5, 2024

SUBJECT: Bid Recommendation Pull Behind Mower

PRESENTER: Michael Boller Riley County Noxious Weed Director

RECOMMENDATION(S)

Recommend moving forward with submitted bid by Rossville Truck and Tractor for Bush Hog 5110 mower for bid amount of \$26,125.00.

POSSIBLE MOTION(S)

Move to approve bid submitted by Rossville Truck and Tractor for Bush Hog 5110 mower for bid amount of \$26,125.00 to be paid by CIP funds.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 2024 Pull Behind Mower (DOC)

Riley County Weed Department

Bid Sheet for Pull Behind 10 foot Mower

Bidder	Option 1 Price	Option 2 Price	Option 3 Price
KanEquip 408 Lincoln Wamego, KS 66547	\$26,996.70 Land Pride RC5710		
PrairieLand Partners,LLC 1001 Southwind Drive Wamego, KS 66547	\$25,786.80 John Deere FC10R		
Rossville Truck and Tractor Co 12635 N.W. Hwy 24 Rossville, Kansas 66533	\$26,125.00 Bush Hog 5110		
Hall Manufacturing, LLC PO Box 5787 Little Rock, Arkansas	\$21,721.65 Bush Whacker ST120		

Attachment: 2024 Pull Behind Mower (15023 : Pull Behind Mower Bid Recommendation)



PUBLIC WORKS
Personnel

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director

MEETING: September 5, 2024

SUBJECT: Request to fill Public Works Operator Position

PRESENTER: John Ellermann

BACKGROUND

We are here today to request approval to fill a Public Works Operator I or II positions in the Public Works Department/Operations Division. This position is open due to a resignation from the bridge crew. The Public Works Operator positions are supervised by the Operations Manager or Crew Supervisor.

The Equipment Operator is responsible for operating construction equipment, maintenance equipment, other tools and equipment and performs manual tasks as needed to maintain roads, bridges, culverts, drainage structures and road right-of-way in conformance with plans, specifications and procedures as directed, to assure high quality safe public works facilities and infrastructures are properly maintained for the use by the general public.

This employee works under the direction of the supervisor in charge of the activity and is expected to carry out and complete work details as directed. Supervision is provided by the Supervisor through consultations and review of the work performed.

DISCUSSION

Discuss filling the Equipment Operator position within the Public Works Department/Operations Division.

FISCAL IMPACT

This is a budgeted position within the Public Works Department.

RECOMMENDATION(S)

Staff recommends filling the position .

POSSIBLE MOTION(S)

Move to approve the Public Works Department advertise to hire for the Public Works Operator position.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Operator I position description (PDF)
- Operator II Position Description (PDF)
- 2024-08 PW Operator II I PAF (DOCX)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	PUBLIC WORKS OPERATOR I		
Department:	Public Works	Division:	Road & Bridge, Solid Waste
Reports To:	Appropriate Crew Supervisor or the Operations Manager		
Pay Grade:	5	Status:	Full time
FLSA Status:	Non-Exempt		

Position Summary: An Operator I operates construction equipment, maintenance equipment, other tools and equipment, and performs manual tasks needed to maintain roads, bridges, culverts, drainage structures and road rights-of-way in conformance with plans, specifications and procedures as directed, to assure that high quality safe public works facilities and infrastructures are properly maintained for use by the general public. Operator I's are expected to complete work as directed.

ESSENTIAL FUNCTIONS:

- Completes duties in accordance with County and Departmental policies and guidelines.
- Assists in assuring time management on projects is sufficient.
- Operates road and bridge equipment - such as utility trucks, power brooms, tractors, compactors, crack filling machines, pothole patching equipment, air compressors, snow removal equipment, magnets, power tools such as chainsaws, concrete saws, skill saws, grinders, welders, torches, and any other tools or equipment used in the construction and maintenance of public works roads, bridges, and facilities.
- Transfers equipment to and from the job site.
- Assists with the Construction and maintenance of surfaced and unsurfaced roads, metal culverts, concrete culverts, bridges, erosion control structures, stream channels, ditches, waterways, and other drainage structures.
- Assists with the demolition of bridges and other structures.
- Loads, hauls, and stockpiles aggregates and other materials.
- Operates snow and ice removal equipment.
- Maintains daily labor, equipment, and material use records.
- Tracks material used on projects and commodities used on equipment.
- Assists in maintaining signs and other traffic control devices.
- Operates computers and other electronic equipment.

Secondary Functions:

- Maintains facilities and storage yards, picks up trash, cleans facilities, and performs general maintenance.
- Maintains a clean work area.
- Attends and participates in staff meetings and related activities.
- Attends workshops, conferences and classes to increase knowledge.
- Performs light surveying.
- Assists in inspecting equipment to ensure units are clean and maintenance is being performed.
- Assists with dispatching, answering telephone and 2-way radio communications.
- Performs basic carpentry, plumbing and electrical work.
- Performs related work as required during and after regular hours, any day of the week, including holidays.
- Works as required outside normal work hours including weekends, after hours and holidays.
- Perform other duties as assigned.

Attachment: Operator I position description (15007 : Request to refill Public Works Operator I or II Position)

POSITION REQUIREMENTS:

Employee required to provide and carry a personal cell phone and will receive designated reimbursement.

Education: High school diploma or equivalent required. Vo-Tech training preferred. Valid Class C Driver's License required, Class B Commercial Driver's License is preferred.

- Knowledge of equipment maintenance and storage.
- Knowledge of road construction and maintenance techniques.
- Knowledge of workplace safety and procedures.
- Knowledge of truck and equipment safety.

Experience:

- 1 year experience operating equipment performing general construction work.
- 1 year experience with asphalt/concrete construction and maintenance required.
- 2 years' experience operating basic computer software (i.e.. Microsoft office) required.
- Experience with proper use of equipment, materials and supplies for highway construction.

Skills:

- Good organizational, interpersonal and communication skills are required.
- Ability to follow oral and written instruction and express oneself clearly.
- Ability to acquire knowledge of materials, equipment, methods and practices essential to the maintenance of County roads.
- Ability to work independently with little or no supervision.
- Ability to analyze and solve problems.
- Ability to maintain effective working relations with employees, supervisors, other government agency officials, and the general public.
- Ability to make mathematical computations.
- Ability to use hand tools, power tools, small portable and self-propelled power tools.
- Ability to make minor repairs and adjustments to maintain assigned equipment.
- Ability to read basic engineering plans and drawings.
- Ability to maintain daily labor and equipment records.
- Willingness to work in unpleasant weather conditions.

Adequate combination of experience, education and training may be considered in lieu of the above requirements.

Physical Demands/Effort: 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.

The work encompasses primarily field work. This work requires occasional to moderate physical exertion. While performing the duties of this job, the employee is required to stand; walk; sit; use hands to finger; handle; feel; reach with hands and arms; climb or balance; stoop; kneel; crouch; crawl; talk to hear. The employee may occasionally be required to lift and/or move up to 70 pounds, frequently lift 25-50lbs and constantly lift up to 10 lbs. Vision abilities required include close, distance, color and peripheral vision. The work requires sufficient body flexibility and strength to access construction projects. Exposure to machinery, heights, excessive noise, corrosive solvents, hot materials, flammable liquids and work in extremes of heat, humidity, wind and cold are expected.

Updated Feb 2024

Work Environment/Conditions: The work environment characteristics described represent those encountered while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work involves everyday risks or discomforts typical of such places as offices, meeting or training rooms. Work in an office setting can require visual attention and dexterity in computer operation. Majority of the work is performed in the field where conditions will vary greatly. conditions can be very hot or cold, rainy, cold, or snowy. This position is exposed to many safety hazards while working in and around work zones immediately adjacent to high volume traffic, at heights 10 feet or more above the ground, near power tools, large moving equipment, near heavy bridge and culvert materials lifted overhead, near asphalt materials with temperatures in excess of 300 degrees F, gases, corrosive solvents, petroleum fluids and other flammable liquids. This position is often required to work in deep trenches or excavations which require shoring or other special precautions. Protective clothing such as a hard hat, safety vest, ear protection, boots, gloves, safety glasses or face shield may be required.

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.

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	PUBLIC WORKS OPERATOR II	
Department:	Public Works	Division: Road & Bridge
Reports To:	Appropriate Crew Supervisor or the Operations Manager	
Pay Grade:	7	Status: Full time
FLSA Status:	Non-Exempt	

Position Summary: An employee in this position operates construction equipment, maintenance equipment, other tools and equipment, and performs manual tasks needed to maintain roads, bridges, culverts, drainage structures and road rights-of-way in conformance with plans, specifications and procedures as directed, to assure that high quality safe public works facilities and infrastructures are properly maintained for use by the general public.

This employee works under the direction of the supervisor in charge of the activity and is expected to carry out and complete work details as directed. Supervision is provided by the Supervisor through consultations and review of the work performed.

Essential Functions:

- Ensures duties are carried out in accordance with County and Departmental policies and guidelines.
- Ensures time management on projects is sufficient.
- Provides for regular and punctual attendance and fosters a cooperative work environment.
- Operates road and bridge equipment necessary to carry out their daily activities.
- Transfers equipment to and from the job site.
- Constructs and maintains surfaced and unsurfaced roads such as asphalt roads, gravel roads, dirt roads, road entrances and intersections. Paves, patches, crackfills, and seals asphalt roads.
- Assists with construction and maintenance of surfaced and unsurfaced roads.
- Assists with the construction and maintenance metal culverts, concrete culverts, bridges, and erosion control structures.
- Assists with the demolition of bridges and other structures.
- Constructs and maintains stream channels, ditches, waterways, and other drainage structures.
- Loads, hauls, and stockpiles aggregates and other materials.
- Maintains equipment assigned and clears a snow removal route as assigned.
- Helps maintain traffic control devices and performs traffic control in work zones in conformance with the Manual on Uniform Traffic Control Devices.
- Maintains daily labor, equipment, and material use to report time worked and equipment used.

Secondary Functions:

- Maintains signs and other traffic control devices such as regulatory, warning, guide, service, school, pedestrian, road name, hazard, and work zone signs in conformance with the Manual on Uniform Traffic Control Devices. Places temporary striping and centerline tabs on new asphalt paving and sealing projects.
- Performs daily operator maintenance to fuel, lubricate, and clean equipment.
- Maintains facilities and storage yards, picks up trash, cleans facilities, and performs general maintenance.
- Periodically inspects equipment assigned to ensure units are clean and maintenance is being performed adequately.
- Performs light surveying and other work associated with the lay out of road surfaces, shoulders,

ditches, back-slopes, and structures.

- Assists with dispatching, telephone and 2-way radio communications.
- Operates computers and other electronic equipment such as laser levels, distance measuring equipment, underground utility locators and GPS locators.
- Inspects paved and gravel surfaced roads for condition, road hazards, traction, and other safety considerations and initiates corrective actions.
- Performs carpentry work constructing small office projects, setting concrete forms, and making wood deck repairs.
- Participates in staff meetings, safety meetings and other related activities.
- Position may require occasional overtime that will be outside normal work hours which may include weekends.
- May be required to perform related work as required during and after hours, any day of the week, including holidays.
- Perform other duties as assigned.

Position Requirements:

Any satisfactory equivalent combination of experience, education and training which provides the required knowledge, skills and abilities listed below will be accepted.

This position requires the employee to provide and carry a personal cell phone and will be reimbursed as per the County's Cell Phone Policy. The cell phone is to be utilized to carry out county related functions in accordance with Departmental Policies and Procedures.

Education:

- This position requires a high school education or equivalent.
- Vo-Tech training preferred.
- A Class A Commercial Driver's License and tanker endorsement shall be obtained within the first 90 days of employment in this position.

Experience:

- Five years' experience operating equipment performing general construction work.
- Experience in carpentry, concrete work setting forms, placing steel, and finishing preferred.
- Two years of concrete construction, asphalt maintenance, or earth grading experience.
- Two years of operating basic computer software (i.e. Microsoft office) is required.
- Knowledge of the materials, equipment, methods, and practices essential to the maintenance and construction of county roads.
- Knowledge of the general practices, laws and regulations applied to the care and safe operation of heavy duty construction and maintenance equipment.
- Knowledge of the applicable work safety rules and procedures.
- Knowledge of asphalt properties, application rates, and production timing.
- Knowledge of concrete properties, quantity calculations, finishing techniques, curing rates, and production timing.

Skills:

- Good organizational, interpersonal and communication skills are required.
- Ability to follow oral and written instruction.
- Ability to work independently with little or no supervision.
- Ability to deal tactfully with people
- Ability to analyze and solve problems
- Ability to establish and maintain effective working relations with employees, supervisors, other

- government agency officials, and the general public
- Ability to analyze and solve problems.
- Ability to make mathematical computations.
- Ability to use hand tools, power tools, small portable and self-propelled power tools.
- Ability to make minor repairs and adjustments to maintain assigned equipment.
- Ability to read basic engineering plans and drawings.
- Ability to maintain daily labor and equipment records.
- Ability to operate heavy equipment and train others in safe and efficient equipment operation.

Physical Demands/Effort: The physical demands described here are representative of those which 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. The work encompasses primarily field work. This work requires occasional to moderate physical exertion. While performing the duties of this job, the employee is required to stand; walk; sit; use hands to finger; handle; feel; reach with hands and arms; climb or balance; stoop; kneel; crouch; crawl; talk to hear. The employee may occasionally be required to lift and/or move up to 70 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision and peripheral vision. The work requires sufficient body flexibility and strength to access construction projects. Exposure to machinery, heights, excessive noise, corrosive solvents, hot materials, flammable liquids and work in extremes of heat, humidity, wind and cold are expected.

Work Environment/Conditions: 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.

A portion of the work involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting or training rooms. The work performed in the field exposes an employee to a variety of different conditions. Work is mostly performed in the field where conditions can be very hot or cold, rainy, cold, or snowy. A person in this position is exposed to many safety hazards while working in and around work zones immediately adjacent to high volume traffic, at heights 10 feet or more above the ground, near power tools, large moving equipment, near heavy bridge and culvert materials lifted overhead, near asphalt materials with temperatures in excess of 300 degrees F, gases, corrosive solvents, petroleum fluids and other flammable liquids. An employee in this position is often required to work in deep trenches or excavations which require shoring or other special precautions. This employee may be required to use protective clothing such as a hard hat, safety vest, boots, goggles, gloves, safety glasses, Nomex coveralls, face mask or shield.

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.

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

- Submitted by Julie Winter on 08/27/2024 at 11:55 AM
- Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template Public Works Operator II [PWOPRII]	Work Location Public Works Building
Job ID 2687677	Salary Salary range \$21.53 - \$23.40	Supervisor Position No
Pay Grade RANGE 7 [RANGE 7]	EEO Class Service - Maintenance [8]	Workers Compensation 5506 [5506]
Cost Center 1 County General [1]	Cost Center 2 Public Works [40]	Cost Center 3 --
1 Job Slot PUBLIC -1		

Supervisor: Alvin Perez

Department Head: John Ellerman

☒No changes to Position or Budget

☒Budgeted

☐New request for budget (details attached)

☒Position Description attached

☐New or updated position description

Total annual hours: 2080

Salary: \$48,672.00

Budget for Benefits: \$19,225.44

Total proposed annual budget: \$67,897.44

Additional Position Comments: _____request to fill Operator I or II, D.O.Q_____

BoCC Chair

BoCC Member

BoCC Member

Date:

Date:

Date:

Attachment: 2024-08 PW Operator II I PAF (15007 : Request to refill Public Works Operator I or II Position)



COUNTY CLERK & ELECTIONS
Agreement

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

COMMISSION AGENDA REPORT

FROM: Cindy Kabriel and Vivienne Leyva
MEETING: September 5, 2024
SUBJECT: 2025 Intergovernmental Luncheon Venue
PRESENTER: Rich Vargo, County Clerk

BACKGROUND

Since 1969, representatives from local government organizations in Riley County have gathered for an Intergovernmental Luncheon to foster collaboration and communication. By meeting regularly in an informal setting, participants can strengthen relationships and stay informed about each other's initiatives. This consistent interaction not only helps to promote a unified approach to community issues but also builds a sense of camaraderie and mutual support among local leaders.

The participating organizations have changed over the years, growing from a City/County tradition to City/County/School to adding KSU to inviting state and federal legislators, the Chamber, Fort Riley personnel, the Riley County Police Department, and more. The core organizations, Riley County, City of Manhattan, USD 383, and Kansas State University take turns hosting, and Riley County is scheduled to host these events in 2025. As the host, Riley County staff will be responsible for organizing the meeting space, arranging catering, creating agendas, and sending invitations and reminders to attendees.

The 2025 luncheons are scheduled for the fourth Monday of each month, with the exception of May and December. Meetings will run from 11:30 a.m. to 1:00 p.m. Cindy Kabriel and Vivienne Leyva from the Clerk's Office will manage the planning and facilitate each meeting.

DISCUSSION

We evaluated several local venues based on criteria including affordability, accessibility, parking, space, and food quality. Rockin K's emerged as the most suitable option.

Advantages of selecting Rockin K's include:

- **Affordability:** Rockin K's provides the most cost-effective option.
- **Ease of Payment:** The venue handles all payment processing for attendees, eliminating the need for additional equipment or manual invoice processing.
- **Free Meeting Space:** The venue offers complimentary use of the meeting space with a guaranteed minimum attendance of 10 people for lunch. Given that typical attendance ranges from 25 to 35 people, meeting this requirement should not be an issue. Should attendance fall below 10, the meeting would likely be canceled.

USD 383 hosted the meetings at Rockin K's in 2023, and feedback was positive. The venue provided a comfortable and spacious environment, complete with a projector and podium for presentations, ample parking, and well-prepared food.

FISCAL IMPACT

The price per person would remain at \$15.00 in 2025.

RECOMMENDATION(S)

We recommend selecting Rockin K's as the venue for Intergovernmental Luncheons in 2025.

POSSIBLE MOTION(S)

Move to accept the proposal from Rockin K's as the venue for Intergovernmental Luncheons in 2025 and for staff to proceed with scheduling and organizing the events.

Move to deny

Move to modify

Move to table

The Board agreed by consensus to

Enclosures:

- Rockin K's Proposal (PDF)
- Aerial View of Rockin K's (PNG)

Rockin K's 2025 Luncheon Proposal

- Meetings would be in 1880 Event Space (1880 Kimball Avenue) every month except January
- Meeting in January would be at 1960 Venue (1960 Kimball Avenue)
 - Adequate parking, self-serve parking with no fees for both buildings
 - Can send aerial map of the parking lots to help direct attendees to Cindy Kabriel or other coordinator to send out as directions
- No meeting in May or December
- Estimating 20-30 ppl individually paying for a buffet: \$15 Flat per person every month.
 - This would cover taxes.
 - Rotating Buffet of Taco Bar, Sandwiches/Wraps & BBQ Buffet
- Rockin K's can accept payment on an individual basis if needed, would like to have a close idea on RSVPs a day beforehand
- U Shape Table or Classroom Set-Up (whichever is preferable)
- Water & Iced Tea in Room
- AV capabilities available for presentations

I have the space tentatively booked every month so just let me know if you would like to move forward with the booking. By ordering lunch, this would cover the cost of the room. Let me know if you have any questions or concerns!

Blake Druecker
GM and Part Owner of Rockin K's





COUNTY APPRAISER'S OFFICE
Personnel

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

COMMISSION AGENDA REPORT

FROM: Appraiser

MEETING: September 5, 2024

SUBJECT: Request to Refill Residential Appraiser I or II

PRESENTER: Anna Burson

BACKGROUND

The Appraiser I Residential position will become vacant 9/10/24. This position is crucial to the work of the Riley County Appraiser's Office.

DISCUSSION

I am requesting permission to post and refill this position as soon as possible. This role is vital to Riley County. Given the sales volume and ongoing growth, maintaining full staffing is crucial.

We are seeking a candidate with two years of appraisal experience to refill this position as an Appraiser II. If we do not receive applicants with the necessary knowledge, skills, and abilities, I would request to fill the position as an Appraiser I. The position descriptions are attached for your review.

FISCAL IMPACT

This position has been in place and is in the Appraiser's Office budget.

RECOMMENDATION(S)

My recommendation is to post and refill the position at the earliest opportunity.

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:

- Appraiser I Residential position description (PDF)
- Appraiser II Residential Position Description (PDF)
- 2024-09 Appraiser II or Appraiser I (D.O.Q) PAF (DOCX)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	APPRAISER I-RESIDENTIAL	
Department:	Appraiser	Division: Real Estate
Reports To:	Assistant County Appraiser	
Pay Range:	6	Status: Full Time
FLSA Status:	Non-Exempt	

Position Summary: The Appraiser I-Residential discovers and lists property characteristic data of real property throughout Riley County for the purpose of ad valorem taxation with the specifications and guidelines as set forth by the Property Valuation Division and the Riley County Appraiser's Office.

ESSENTIAL FUNCTIONS:

- Discover, inventory, and list structures and other improvements associated with residential and agricultural property within Riley County.
- Assist in Ensuring new construction is listed and existing data is accurate.
- Assist in Identifying, photo cataloging, measuring, and sketching pertinent objective data working with an Appraiser III on subjective data i.e. (Quality, CDU, physical condition).
- Conduct interviews of property owners, contractors, or tenants to gain further clarification.
- Reviews maps for accuracy and discrepancies.
- Perform quality control on data entry.
- Communicate workload with supervisor to ensure statutory deadlines are met for all process including annual review and building permits.
- Assist Appraiser III's with sales review and final review prior to finalization of the appraisal estimates and printing of change of value notices.
- Observe informal and payment under protest hearings.

SECONDARY FUNCTIONS:

- Provide information to customers by phone, email, or in person. Information includes appraised values, cost sheets, comparable sales sheets, aerial maps, and legal descriptions.
- Perform other duties as assigned.

POSITION REQUIREMENTS:

Education: High school diploma or equivalent required.

Within 2 years in position must successfully complete:

- ORION Residential & Agricultural Data Collection, Orion Introduction and Overview of Basic Functionality
- Kansas Property Tax Law
- IAAO 101, IAAO 102, and USPAP

**Course work of equal utility in some cases may substituted or time allowance for successful completion may be made on a case-by-case basis at the Department Head's discretion.*

License(s)/Certification(s): Valid driver's license required.

Experience: 2 years office experience preferred.

Skills: Ability to exercise both subject and object reasoning. Ability to read maps. Ability to multitask. Knowledge and ability to utilize Microsoft Office programs. Ability to enter data into a variety of systems

accurately and completely. Ability to communicate tactfully and courteously with the public. Ability to use basic math skills and take measurements accurately.

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 occasionally required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear. The employee must regularly lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

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 occasionally exposed to wet and/or humid conditions; outside weather conditions. The noise level in the work environment is usually normally.

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.

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	APPRAISER II-RESIDENTIAL	
Department:	Appraiser	Division: Real Estate
Reports To:	Assistant County Appraiser	
Pay Range:	8	Status: Full Time
FLSA Status:	Non-Exempt	

Position Summary: The Appraiser II-Residential discovers, lists, and values real property throughout Riley County utilizing recognized mass appraisal methods and techniques and following specifications and guidelines as set forth by the Property Valuation Division and the Riley County Appraiser's Office.

ESSENTIAL FUNCTIONS:

- Discovers, inventories, lists, and values structures and other improvements associated with residential and agricultural property within Riley County.
- Ensures new construction is listed and appraised, and existing data is accurate.
- Identifies objective and subjective data characteristics, photo catalogs, measures, and sketches.
- Conducts interviews of property owners, contractors, or tenants to gain further clarification.
- Reviews sales of residential and agricultural properties throughout the county to determine validity and ensure data is accurately reflective of time of sale conditions.
- Reviews maps for accuracy and discrepancies.
- Performs quality control on all data entry.
- Assists the County Appraiser to develop a final opinion of market value for assigned properties.
- Conducts informal hearings and payment under protest hearings with property owners or representatives to discuss valuation estimate or obtain an explanation of the value estimate.
- Monitors workload throughout the appraisal calendar year to ensure statutory deadlines are met for all process including annual review, building permits, sales, final review, and hearings.
- Continuously furthering education to advance knowledge, skills and abilities in appraisal.

SECONDARY FUNCTIONS:

- Provides information to customers by phone, email, or in person, including appraised values, cost sheets, comparable sales sheets, aerial maps, and legal descriptions.
- Performs other duties as assigned.

POSITION REQUIREMENTS:

Education: High school diploma or equivalent required. ORION Residential & Agricultural Data Collection, Orion Introduction and Overview of Basic Functionality, Kansas Property Tax Law, IAAO 101 IAAO 102, and USPAP, IAAO 201-Appraisal of Land preferred.

Within 3 years in position must successfully complete:

- Orion Sales File Development, Orion Market Modeling Analysis and Automated Sales Comparison
- IAAO 300-Fundamental of Mass Appraisal, IAAO 311-Real Property Modeling Concepts,

**Course work of equal utility in some cases may be substituted or time allowance for successful completion may be made on a case-by-case basis at the Department Head's discretion.*

License(s)/Certification(s): Valid driver's license required.

Experience: 2 years of appraisal experience required. Established proficiency in all Appraiser I duties

Updated October 2022

Attachment: Appraiser II Residential Position Description (15012 : Request to Refill Residential Appraiser I or II Position)

and responsibilities. Use of ORION CAMA system and APEX software preferred.

Skills: Ability to exercise both subject and object reasoning. Ability to read and navigate various mapping systems. Ability to measure structures accurately. Ability to multitask. Ability to render identification of and judgements concerning building structural features, quality of construction, cdu rating, and physical condition. Knowledge and ability to interview. Knowledge and ability in Microsoft Office programs. Ability to record descriptive data into a variety of systems accurately and completely. Ability to communicate tactfully and courteously with the public.

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 occasionally required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; talk or hear. The employee must regularly lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

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 occasionally exposed to wet and/or humid conditions; outside weather conditions. The noise level in the work environment is usually normally.

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.

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

- Submitted by Anna Burson on 08/30/2024 at 03:21 AM
- Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template Appraiser II-Residential [App II Res]	Work Location Office Building
Job ID 2695035	Salary \$22.21-24.14 (D.O.Q)	Supervisor Position No
Pay Grade RANGE 8 [RANGE 8]	EEO Class Paraprofessionals [5]	Workers Compensation 9410 [9410]
Cost Center 1 --	Cost Center 2 --	Cost Center 3 --
1 Job Slot APPRAIS-1		

Supervisor: Danny Williams

Department Head: Anna Burson

☒No changes to Position or Budget

☒Budgeted

☐New request for budget (details attached)

☒Position Description attached

☐New or updated position description

Total annual hours: 2080

Salary: \$50,211.20

Budget for Benefits: \$19,833.42

Total proposed annual budget: \$70,044.62

Additional Position Comments: _____ Request to Fill Appraiser I or II D.O.Q_____

BoCC Chair

Date: _____

BoCC Member

Date: _____

BoCC Member

Date: _____

Attachment: 2024-09 Appraiser II or Appraiser I (D.O.Q) PAF (15012 : Request to Refill Residential



PLANNING & DEVELOPMENT
Staff Update

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

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director

MEETING: September 5, 2024

SUBJECT: Planning & Development - Staff Update

PRESENTER: Amanda Webb, Planning Director

Enclosures:

- August PD Update (PDF)
- Staff Update August 2024 (PDF)



PLANNING & DEVELOPMENT ENVIRONMENTAL HEALTH

Date: September 5, 2024

To: Riley County Board of County Commissioners

From: Amanda Webb, Planning & Special Projects Director

Re: Planning & Development August 2024 Staff Report

Keats Sewer Benefit District

- The Kansas Water Office awarded a \$359,100 Technical Assistance Grant to the Keats project. The first quarterly report was submitted July 30, 2024, and was approved. Reimbursement has been issued for the grant covered materials.
- The Kansas Water Office has opened a second round of the Water Projects grant. We applied for this funding during the first round, the same time that we applied for the Technical Assistance grant. We were not awarded the Water Projects grant in the first round. I have submitted the application for the KWO Water Projects grant for the second round.
- Kansas Department of Health & Environment awarded Keats/Riley County a \$2,537,790 grant for infrastructure/construction as part of the Small Town Water and Sewer Infrastructure Assistance Grant program. I've provided additional requested information to KDHE and am awaiting the grant agreement.
- With the \$800,000 ARPA funds the BOCC allocated to the Keats project, we currently have \$3,696,890 in identified funding.
- The USDA required Environmental Assessment is ongoing. Our consultant, Governmental Assistance Services (GAS) has submitted a draft report to USDA for their initial review.
- Results from the geotechnical evaluation revealed a higher-than-expected groundwater table. Based on that, BG Consultants discussed options with KDHE, and to continue utilization of the identified location, have proposed an impermeable HDPE liner which will require irrigation and potentially enhanced mechanical evaporation. The HDPE liner will allow the county to acquire a variance to reduce the required separation from groundwater.
- BOCC approved BG Consultants' Engineering/Design agreement on August 5, 2024. Design work is officially underway.
- Fieldwork has begun and will continue into September. Residents were informed via email, distribution of flyers (delivered by Commissioner Focke), and announcements during press conferences.
 - Utility locates (water, power, cable, fiber, gas, etc.) and marking (first half of August).
 - Utility and topographical survey after the utilities were marked in the field (mid-August).
 - Identification of utility and structure conflicts with the preliminary design (mid to late August). Re-design will occur as needed.

Attachment: August PD Update (15010 : P&D Staff Update)

- BG will survey clean outs and septic tanks and identify preliminary service line alignment (late August early September)
- Riley County entered into an option agreement for the land adjacent to Keats Park to perform the necessary soil testing. The actual purchase (transfer of ownership) will only occur if the testing outcomes and funding options for the project come back favorable. The signed agreement was provided to residents after a written open records request was submitted.
- We continue to seek additional funding opportunities.
- Residents have started their own community webpage for the sewer district. We've been keeping in contact with a handful of Keats residents who serve as designated "liaisons" between county staff and the rest of the community.
- We have created a Riley County webpage for the Keats project: www.rileycountyks.gov/2062.
- Met with Kansas Rural Water Association about Keats. Keats is being used as an example around the state.

Comprehensive Plan update:

- The BOCC has allocated a total of \$150,000 towards consultant services for this project.
- Working to finalize consultant contract.
- Once the consultant is on board, we will update the scope of work and tentative timeline.
- We will also reconvene the full Comprehensive Plan Committee.
- Meeting biweekly with Vivienne for public outreach.
- The logo, title, and tagline survey remain available on the website at www.rileycountyks.gov/plan.

Strategic Planning:

- Working with Shockey Consultants.
- The retreat scheduled for a full day on September 25, 2024, at Bockers II Catering.
 - Consultant is preparing agenda that will be shared publicly.
- We've added a county building/facility tour as part of the strategic planning process that will take place on September 20, 2024.
 - I am working on logistics for transportation and timing of department visits. I will also put together an "itinerary" (agenda) for the day that will be shared publicly.
 - Consultant will provide worksheet for tours that can be used to discuss concepts at retreat.

LEPP Grant:

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

- We will accept applications now through October 4, 2024. Applications will be ranked by need, applicant income, and severity of failure.
- We will open additional application windows until all the money is expended.
- The information sheet and application were sent directly to several property owners with known failures some of which who've shared they cannot afford to fix the issue.
- The information sheet and application are available on our website and was sent to all licensed contractors to help notify property owners of this opportunity.
- There have been articles in the newspaper and announcements at press conferences.
- We have received one application as of writing this report.
- Have received some calls/questions.

Planning:

- At the August 12, 2024, meeting, RCPB:
 - Held a public hearing to consider the request by Justin & Mary Brock to rezone an unplatted tract of land from Single Family Residential to Planned Unit Development to allow a landscaping business and single-family residence. They forwarded a recommendation of approval to the BOCC who subsequently approved the request at their August 29, 2024 meeting.
 - Held a public hearing for proposed LDR amendments.
- At the August 8, 2024 meeting, MUAPB:
 - Held a public hearing for proposed Land Development Regulation amendments.
- At their September 12, 2024 meeting, the RCPB will:
 - Hold a public hearing at the request of the BOCC and University Park Improvement District for a Special Use Authorization and concurrent plat for the construction and operation of a rural fire station.
- There was one pre-application held for a proposed replat.
- There are several Land Development Regulation amendments we will work through this year. Staff has prioritized items to address and created a corresponding calendar for both the Riley County Planning Board and the Manhattan Urban Area Planning Board. All final decisions will be made by the BOCC.
 - Both the Manhattan Urban Area Planning Board and the Riley County Planning Board held work sessions in June for the second portion of proposed amendments.
 - Public hearings before both boards occurred in August with both forwarding recommendations of approval to the BOCC.
 - The amendments were approved by the BOCC at a regularly scheduled meeting on August 29, 2024.

Miscellaneous:

- I am out of the office October 21 - November 5.
- New building hours.

Battery recycling educational program:

- There are many stickers and flyers still available for distribution. Anyone is welcome to pick up stickers and/or flyers. We are always looking for volunteers to help get stickers on trash totes.
- Website: <https://www.rileycountyks.gov/2024/Battery-Recycling>
- Now that the Solid Waste Management Plan five-year update has been approved by KDHE, we plan to shift some of our focus back onto this program.

New permit software implementation:

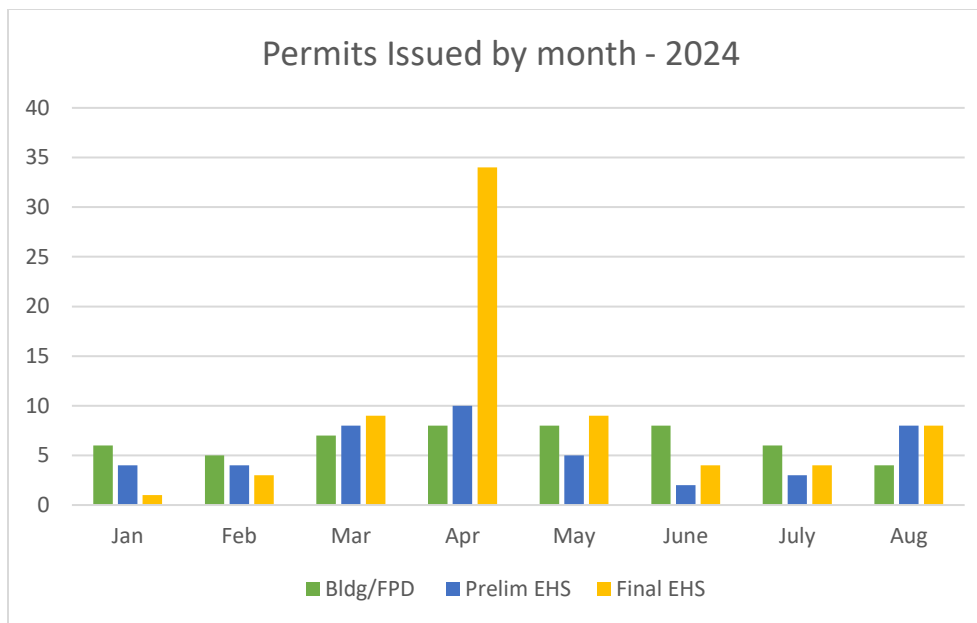
- GovBuilt is Planning & Development's new permit software program. It is fully online and can be found here: <https://rileycountyks.govbuilt.com/>. All permitting can be done online, but people can still submit paper copies and pay over the counter here in our office.
- P&D staff continue to work with GovBuilt to tailor the system to our needs.

Also attended/participated in:

- USDA Grants Training
- ARPA Webinar
- First Friday E-Call – presenter was the author of "13 Ways to Kill Your Community"
- FHMPO TAC
- Grants discussions w/ Witt O'Briens

- Employee training committee
- Department Head meetings
- Budget & Planning committee
- Flint Hills Wellness Coalition - housing workgroup
- EM/PD/PW coordination meetings
- Legal roundtable meetings

August 2024 permits issued:	
Building/Sign permits:	4
Floodplain development permits:	0
Environmental Health Permits (Preliminary Approval)	8
Environmental Health Permits (Final/Use)	8



Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
Long Range Planning						
Comprehensive Plan Update	Amanda Webb & Bob Isaac	Vision 2025 adopted in October 2009 and is need of an update. Held committee kickoff meeting, created survey, issued RFQ with no responses. Community meetings complete. Survey closes December 1. Year to date report to BOCC on December 18th. Presented at community meeting in Leonardville on January 17th. Full committee reconvened on February 13th. Issued RFQ April 5 with due date of May 3. Interviewed Stantec and Olson Associates and selected one.	Monthly BOCC updates on-going. BOCC allocated \$150K for consultant services. Consultant contract negotiations underway.	11/1/2021		6/30/2025
Keats Sewer District	Amanda Webb & Ben Hamill	Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Geotech complete. Awarded KWO Technical Assistant Grant. Awarded KDHE infrastructure grant \$2.5m, awaiting grant agreement. Lagoon will have to be lined which will require irrigation and potential evaporation in the future. Cultural survey report complete and under review by state agencies. BOCC approved BG Consultant's engineering/design contract on August 5, 2024. Applied for KWO's WP grant (second round). Draft environmental assessment is with USDA for initial review.	Fieldwork (survey locates, etc.) underway. Awaiting USDA initial review of draft EA.	11/1/2014		12/30/2024
NG911 - Private Road Naming	Amanda Webb & Lisa Daily	NG911 Committee meeting scheduled for 2/13/2023 to discuss property owners on Boller Road using wrong numbers for their address. Discussed a property owner who applied for a building permit in which there are two tracts of land involved. Driveway is one tract and there the proposed building will be on the other tract which will create a private road. Planning & Development is to contact the property to start the process for the private road name and will assess the \$100.00 road name fee. Property owner decided to look to build elsewhere. Emergency Responders on NG911 Committee agreed to common sense exception and to address the Ashland fire station off of McDowell Creek Road. NG911 meeting was held and the committee agreed for GIS to contact property owners to approve the use of the 12865 and 12869 Boller Rd. Committee met 2/9/2024. Emergency services and the committee want to pursue naming and renumbering Anderson Lane. BOCC didn't approve the renumbering portion of the request in 2020.	Schedule BOCC meeting to seek support for naming and renumbering Anderson Lane.	8/1/2015		10/31/2024
Develop Riley County - historic land use changes in Wildcat Creek Watershed	Darrin Hobbs	Information gathering from NASA complete for report. Report has been finalized. Waiting for end product.	Present report to all participating entities.	6/1/2020		12/31/2024
Regulations						
Land Development Regulation Amendments	Amanda Webb & Bob Isaac	Staff is organizing specific amendments and arranging discussions with planning boards. Part 1 approved. Updates made to regulations and resolution published. BOCC heard request August 22nd and tabled it to August 29th.	Part 2 underway - public hearings held by RCPB & MUAPB. BOCC approved second round on August 29, 2024. Schedule Part 3.	01/01/2024		12/31/2024
Grants						
Keats Sewer District	Amanda Webb	Cost have risen significantly since original estimates and there are concerns with higher property owner cost. BOCC committed \$800,000 in ARPA funding. Geotech complete. Awarded KWO Technical Assistant Grant. Awarded KDHE infrastructure grant \$2.5m, awaiting grant agreement. Lagoon will have to be lined which will require irrigation and potential evaporation in the future. Cultural survey report complete and under review by state agencies. BOCC approved BG Consultant's engineering/design contract on August 5, 2024. Applied for KWO's WP grant (second round). Draft environmental assessment is with USDA for initial review.	Fieldwork (survey locates, etc.) underway. Awaiting USDA initial review of draft EA.	TBD		12/30/2024
Local Environmental Protection Program (LEPP)	Amanda Webb	KDHE grant for low income property owners to repair or replacement private wastewater systems. Grant period July 1, 2024 through June 30, 2025. KDHE awarded grant; funding received.	Application window is open through October 4, 2024. Will review all applications received once window closes.	01/01/2024		06/30/2025
Current Planning						
Butler - Variance	Bob Isaac	Process application for front yard setback.	Variance approved by BZA	5/28/2024		7/8/2024
Butler - Variance	Bob Isaac	Process application to reduce building setback of an accessory building from a principal building.	Variance approved by BZA	5/28/2024		7/8/2024
Richards - Replat	Bob Isaac	Process application.	Plat recorded with Register of Deeds	5/30/2024		7/11/2024
Evergy - Special Use	Bob Isaac	RCPB recommended denial. Applicant has requested twice to reschedule BOCC hearing.	Conduct BOCC hearing.	02/28/2024		WITHDRAWN
Land Development Regulation Amendments	Bob Isaac	MUAPB, RCPB recommended approval for Part II. BOCC heard request on August 22nd; tabled request to August 29th.	BOCC approved August 29, 2024.	3/28/2024		8/29/2024
RWD #1 - Special Use	Bob Isaac	RCPB recommended approval.	Conducted BOCC hearing and was approved.	05/28/2024		07/08/2024
Blecha - Plat & Rezone	Bob Isaac	RCPB approved; BOCC approved.	Applicant must build road then file plat.	4/29/2024		10/1/2024
Brock - Rezone from SF-2 to PUD	Bob Isaac	BOCC held public hearing; recommended approval to BOCC.	BOCC conducted public hearing on August 29, 2024 and approved request.	8/12/2024		9/30/2024
BOCC - Special Use and Plat (UP Fire Station)	Bob Isaac	Process application.	Conduct public hearing RCPB on Sept. 9th	7/29/2024		9/30/2024
Permits						
21-0146-MRWW Worrel	Ben Hamill & Bryant Parker	Application received and inspection completed. Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received. Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Sanitary Code Violation 21-0038.	Sent a letter on April 12, 2023 requesting they call to set up appointment. Sent new letter with LEPP grant application to Worrels on August 23, 2024. To date, no response from Worrell's.	07/08/2021		09/30/2024
23-008-ACC Klein (15120 Green Randolph Rd)	Darrin Hobbs & Ben Hamill	Application received and processed. Notified property owner that septic tank needs pumped.	Waiting on pumping report. I have contacted the owner and have not received pumping report or a plan of action yet.	04/13/2023		09/30/2024
23-009-ACC Savener (1299 S Manhattan Ave)	Darrin Hobbs	Application received and processed. Property owner has applied for floodplain development permit.	Property owner needs to raise structure 1 additional foot, and submit updated elevation certificate. I have spoken to the property owner regarding this and he is aware.	04/21/2023		09/30/2024

Attachment: Staff Update August 2024 (15010 : P&D Staff Update)

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
23-022-MISC Reasoner (2961 Keats Ave)	Darrin Hobbs & Ben Hamill	Application received and processed. Notified property owner that septic tank needs pumped. Waiting on pumping report. Ben has called and left message for property owner. Property owner has not returned call.	Proceed with Sanitary Code violation. Friendly letter sent 12/6/23. Send notice of violation. I have visited the property and no construction has happened.	09/15/2023		09/30/2024
23-026-MISC Savener (1299 S Manhattan Ave)	Darrin Hobbs	Application received and processed.	Site inspection completed. Structure is a dog house. Looking into FP stuff. Needs to wetproof.	10/20/2023		9/30/2024
23-050-ACC Connet (3761 Akin Rd)	Darrin Hobbs & Ben Hamill	Applied to build an accessory building with a wash bay. Will have separate wastewater system for the accessory building. At this time, property owner doesn't know where he wants to put the system. There is not a current pumping report for the home. Property owner said tank was pumped within 5 years by previous owner, looking to see if pumping report can be found.	Need Soil Profile Application and Pumping Report. Send friendly letter. I have visited the property and there hasn't been any construction started.	11/14/2023		09/30/2024
23-023-OPWS Fowler (6825 Summit Ridge Dr)	Ben Hamill	On site well collapsed. Doesn't meet state setback requirements. Contacted KDHE and requested variance. Variance was approved. Issued preliminary approval 1/26/2024. Well drilled was dry, driller and property owner looking at second location for well.	Contact property owner to find out if second well was drilled. Inspect if well was drilled.	12/28/2023		09/30/2024
Property Maintenance Code Violations						
Kilner - Unsafe structure	Darrin Hobbs & Bryant Parker	Judge Bosch found Kilner in contempt.	Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	8/18/2016		12/31/2024
Zoning Violations						
Doyle - Illegal mobile home storage (Mobile Gardens) Violation #10-0050	Bryant Parker	Staff met with Charlotte Doyle on 8.31.2021. Staff inspected septic on July 25, 2022. Septic surfacing. Met with property owner regarding Lot 17. Home is not occupied. Replat property and comply with zoning regulations. Replace septic system. Home is unoccupied. Sent a letter on April 12, 2023 requesting they call to set up appointment. Meeting scheduled for May 11, 2023. Met with property owner. She is trying to sell to neighbor.	This property has changed ownership. The new owner is working in purchasing some adjacent lots from the Doyles so they can bring this into compliance.5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	12/17/2010	4/17/2012	12/31/2024
Doyle - Illegal salvage at residence Violation #05-0007	Bryant Parker	Counsel and staff conducted site visits on 6/25/18 and 7/20/18. Mr. Doyle removed 600 tires and 3 mobile homes. March 19, 2021 conference with Mr. Doyle. He agreed to remove vehicles from the property. Set site visit for May 4, 2021. Mr. Doyle has moved about 90% of the tires and multiple vehicles to a staging area across from his residence for a salvage company to pick up, and will continue with this method. Next site visit 08/11/2021. Staff met with Charlotte Doyle on 08/31/2021. 6/15/2023 Staff and Counsel meet with Charlotte to come up with a plan on removing vehicles and mobile homes from the property. 7/13/2023 Darrin met with Charlotte to talk about the plan and also to review pictures provided of things needing remove. Darrin will be visiting the property 7/18/2023 to view first hand. There were more vehicles than originally thought and so numbers were revised accordingly. If they fail to meet any deadlines an injunction will be filed. The Doyles have removed some vehicles. They are currently about 3 vehicles behind schedule. Working to get them back on track. Darrin is going to go out in early January to see if they have gotten back on track. The petition asking for an injunction has been filed and the Doyles have hired counsel. Met with their attorney and he is going to meet with Charlottee about getting back on track. 5/7/24 Darrin met with Charlotte.	5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	4/15/2013	9/14/2023	12/31/2024

Attachment: Staff Update August 2024 (15010 : P&D Staff Update)

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
Kilner - Unsafe structure	Darrin Hobbs & Bryant Parker	Judge Bosch found Kilner in contempt.	Starting August 1, he will be assessed a \$100/day fine until property is in compliance. Planning Compliance Specialist to take weekly photos of site. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	8/18/2016		12/31/2024
20-0063 - Satterlee: Inoperable vehicles and campers	Darrin Hobbs & Bryant Parker	Determined to be a violation. Notification letter sent. The Notification letter was resent by me for a fresh start to make contact with the property owner. Contacted property owner on what still needs to be removed and provided an aerial map. I sent another letter to the property owner on 6/15/2022, stating that this will be turned over to legal if no progress is made.	Restart process due to senate bill. Mailed Friendly letter 6/17/2024	09/27/2021		08/31/2024
20-0090 Fishgill LLC - Illegal auto repair and salvage operation 1312 Pillsbury Dr	Darrin Hobbs	Inspection completed and sent notification letter to property owner. Property owner wants an extension to remove tenant. Vehicles being removed. Sent notice of violation. No response.	Send notification letter. Working with legal on violation. Darrin will do a site inspection to determine if is auto repair which is allowed in C-2.	12/22/2020		09/30/2024
21-0019 Britt - non compliance in flood hazard area/floodway	Darrin Hobbs & Bryant Parker	Temporary Agreed Injunction filed with the Court. Review dates: July 15-DWS, August 15-No Rise, September 15-Riley County permit, November 1-Remove trees.	Settlement agreement filed. Darrin Hobbs to monitor for compliance, Darrin to monitor compliance and set contract date. Riley County FPD Permit issued 5/24/2022, and remove trees from property. Shelley sent a letter to Britt's attorney who said she would follow up with her client about the remaining issues. Shelley has reached out to Britt's attorney again to ask about progress. We may have to inform the court at some point that the final cleanup has not progressed. 7/15/2024 they attempted to burn the piles but they still need attention.	04/06/2021		12/31/2024
23-007-CE Jones - 3981 Zeandale Rd	Darrin Hobbs & Bryant Parker	Inspection conducted on 3/9/23 and confirmed someone is living a camper. Sent notification letter. No response from property owner, sent notice of violation and final notice of violation. Conducted final site inspection on 4/24/23 and someone is still living in camper.	Sent to Counselor's office to prosecute. Court system is down. Still need to contact RCPD. Trailer has been moved but appears to be occupied. Darrin is going to reach out to RCPD about accompanying him to check if it is occupied and then we can file an injunction in court if it still is. Darrin has not made contact to confirm if it is occupied. P&D went out and it appears there may be someone living there still but we don't have enough evidence at this point to move forward with enforcement from the Counselor. Need to contact RCPD still.	03/16/2023	05/15/2023	12/30/2024
23-015-CE Miller - 1382 Pillsbury Dr	Darrin Hobbs & Bryant Parker	Friendly letter sent 9/28/23. 10/13/2023 friend of property owner can into office and met with Darrin & Shelly Woodard. It was recommended that property owner set up time speak with us. Notice of Violation sent 10/23/23. Meeting with property owner was scheduled for 11/15/2023. Property owner called 11/15/2023 will be meeting with an attorney 11/16/2023. Final Notice of Violation sent 11/15/2023. Meet with property owner 12/1/2023. Working with legal on violation. Mr. Miller sent an application to the state to operate a salvage yard. That was denied. The state also revoked his dealer license. A notice of violation has been sent. We met with Mr. Miller on 12/1/23. He has agreed to start removing cars and work with Darrin. He is going to remove 30 cars per month and if he falls behind we will file a petition with the court. Darrin is working with Mr. Miller to go out and check on progress. They are aiming for the week of 1/29. Mr. Miller made good progress in December but has not made additional progress.	The property is now up for sale. Next step is likely to file an enforcement action with the Court. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	09/28/2023		12/31/2024
23-016-CE Miller - 1420 Pillsbury Dr	Darrin Hobbs & Bryant Parker	Friendly letter sent 9/28/23. 10/13/2023 friend of property owner can into office and met with Darrin & Shelly Woodard. It was recommended that property owner set up time speak with us. Notice of Violation sent 10/23/23. Meeting with property owner was scheduled for 11/15/2023. Property owner called 11/15/2023 will be meeting with an attorney 11/16/2023. Final Notice of Violation sent 11/15/2023. Meet with property owner 12/1/2023. Working with legal on violation. Mr. Miller sent an application to the state to operate a salvage yard. That was denied. The state also revoked his dealer license. A notice of violation has been sent. We met with Mr. Miller on 12/1/23. He has agreed to start removing cars and work with Darrin. He is going to remove 30 cars per month and if he falls behind we will file a petition with the court. Darrin is working with Mr. Miller to go out and check on progress. They are aiming for the week of 1/29. Miller made good progress in December but has not made additional progress. The property is now up for sale.	Next step is likely to file an enforcement action with the Court. 5/22/24 & 5/29/25 - Bryant, Darrin, Amanda and Vivienne have met regarding a new process for nuisance abatement under the new SB 384: Step 1: Darrin and Bryant will draft a "Last Chance" letter to property owners outlining the new SB 384 and explaining the County's process in handling of the nuisance abatement. Step 2: Vivienne will update the County's website with information regarding the SB 384 and education for the public on the nuisance abatement act and the County's process for handling these cases. Step 3: Bryant will meet with each attorney who has been retained by the property owners to discuss the status of each property.	09/28/2023		12/31/2024
Sanitary Code Violations						

Attachment: Staff Update August 2024 (15010 : P&D Staff Update)

Projects	Staff	Status	Task	Start Date	Request to Prosecute	Deadline
21-0038 Worrell - Sanitation Violation	Ben Hamill	Spoke to property owner and mailed repair application with no response, additionally lateral field installed unlawfully. Repair application received, no work done. Referred to legal for enforcement.	Met with Mrs. Worrel, she stated no Conservation money available. Told to contact USDA to see if they would qualify for low interest loan, they never. Legal sent compliance letter 08.05.2021. Staff to review compliance options. Counsel preparing a letter requesting a call to set up meeting (to include new staff). Sent a letter on April 12, 2023 requesting they call to set up appointment. . LEPP grant application packet sent to Worrel's on August 23, 2024. To date, no response from Worrell's	06/23/2021		09/30/2024
21-0048 Wurtz - lagoon fencing requirement not completed	Ben Hamill	Violation letter sent to property owner. Counsel sent a letter to property owner. Fencing deadline 8/31/2021 and seeding deadline 9/30/2021. No trespassing sign placed at entrance. Legal to to schedule meeting with staff.	Counsel preparing a letter requesting a call to set up meeting (to include new staff). Sent a letter on April 12, 2023 requesting they call to set up appointment. Mrs. Wurtz called. They are not living on the property. Will call once they are and lagoon is complete. Signed agreement is in place for property owner to install fence and seed. Need to check to see if this has been done. If not proceed with violation process. Property owner applied for Repair permit to replace the lagoon and fill in existing lagoon. New lagoon was installed and old lagoon was filled in. Need to email fencing requirements to and monitor to confirm lagoon fencing was built.	07/09/2021		09/30/2024
22-0016 Bath - sewage on ground	Ben Hamill	Sent Emergency Order to property owner. Spoke with property owner and agreed to make repairs.	Home condemned until repairs are made. Home is vacant and waiting on property owner to replat so lateral field can be replaced. This property was sold and the new owner is working to try to purchase the surrounding property from the Doyles to correct the problem.	07/22/2022		09/30/2024
23-CES-005 Bean - Alternative system blower not working. Failed pump report on field.	Ben Hamill & Bryant Parker	Friendly letter sent 12-19-22, no reply. Notice of Violation sent 1-20-23. \$100.00 inspection fee final notice was due 1-19-23 and has not been paid yet.	Set up meeting with legal counsel. Shelley confirmed both brothers are represented by counsel and one is trying to force a sale of the property. Will work with Ben to determine next steps from P&D. Next step is to prepare and mail notice of violation.	12/14/2022		09/30/2024

Attachment: Staff Update August 2024 (15010 : P&D Staff Update)



HEALTH DEPARTMENT
Contract > \$10K

Julie Gibbs
Health Department
Director
2030 Tecumseh Rd
Manhattan, KS 66502
Phone: 785-776-4779

COMMISSION AGENDA REPORT

FROM: Kaylyn Speth, WIC Supervisor

MEETING: September 5, 2024

SUBJECT: Riley County WIC FY2025 Contract Approval

PRESENTER: Kaylyn Speth, WIC Supervisor

BACKGROUND

The Kansas WIC Program receives funding from the U.S. Department of Agriculture (USDA) on a Federal Fiscal Year (FFY) basis (October 1 through September 30). Local WIC Agencies (LA) are funded 100% by these federal funds for the costs needed to administer the program.

LA are required to submit a WIC Local Agency Budget to the State Agency (SA) each FFY. The SA will review the budget, and once the budget review process is complete, funding amounts are determined based on the availability of federal funds and allocated to the LA through contracts. LA allocations may be adjusted during the FFY due to funding changes.

The SA determines each LA's assigned client participation number for the upcoming FFY during the budget review process. The targeted number of participants set for a LA to serve may be adjusted during the FFY if necessary.

Subsequent changes in the federal budget allocation (after October 1) may require adjustments to the amount allocated to each LA. At no time will allocated funds change without prior contact with LA. Carryover of funds from one fiscal year to the next is not allowed.

In previous years, the contract was signed by the Commission and emailed to KDHE. This year, the contract will be signed digitally through DocuSign. Contact information for the authorized signer will need to be emailed to the State WIC office.

DISCUSSION

The budget includes all costs estimated to administer the WIC and Breastfeeding Peer Counselor Program during the FFY2024 at all WIC sites including Riley County, Pottawatomie County, and Fort

Riley. The SA requires one-sixth (16.7%) of the total allocation to be spent on nutrition education and a specified amount must also be spent on breastfeeding promotion and support activities. The breastfeeding amount does not include the peer counselor program and varies annually and will be provided with contract information.

Attached are the Contract Letter, LA FFY25 Participation and Allocation, as well as the draft FFY25 Contract. The contract language is finalized and will not change between now and when the contracts are sent out for signature.

FISCAL IMPACT

The proposed budget for FFY2025 WIC and Breastfeeding Peer Counseling Services is \$1,156,334.

The SA will review all LA's expenses at mid-year to determine if the original allocations need to be adjusted based on actual monthly expenditures. Any change in allocation will be brought to the commission for approval.

USDA reports that every \$1.00 spent on WIC has saved as much as \$3.13 in health care costs during the first two months after an infant's birth.

WIC infuses an average of \$129,654 in federal funds into the program area's retail food economy each month. The benefits of this economic boost extend beyond WIC families to the local economy. There are 10 grocery stores authorized to accept WIC in the program area, including 5 within Manhattan

RECOMMENDATION(S)

I recommended the Kansas WIC Local Agency Contract be approved for FFY2025 to continue WIC services to the Riley County, Fort Riley, and Pottawatomie County residents.

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:

- FFY2025 Contract Cover Letter (PDF)
- Riley - FFY25 Participation and Allocations (PDF)
- Riley - FFY2025 WIC Contract - Draft(PDF)

Division of Public Health
Curtis State Office Building
1000 SW Jackson St., Suite 300
Topeka, KS 66612-1368



Phone: 785-296-1086
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

August 27, 2024

Dear Local WIC Agency:

The Federal Fiscal Year (FFY) 2025 WIC Local Contract will be delivered to the Local Agency's contract signatory authority via a DocuSign email. Please follow the DocuSign link and sign the Local Agency WIC Contract and all attachments. A copy of the completed contract will be returned to the Local Agency (LA) once it is signed by the Secretary of KDHE. Note: To verify legitimacy, all KDHE DocuSign contracts are sent out with a picture of the agency logo (as shown above) in the body of the message.

The contract will begin on October 1, 2024 and ends September 30, 2025 unless stated differently. The State Agency (SA) has reviewed both your WIC Nutrition Services and Administration (NSA) and BFPC budgets (if applicable). Approved allocations may be less than the original budget request.

The SA will review all Local Agency's NSA and BFPC expenses at mid-year to determine if the original allocations need to be adjusted, up or down, based on actual monthly expenditures. FFY2025 funds are limited and approved increases in budget will be limited. The SA will work with each county to resolve any concerns or challenges on a case-by-case basis. Throughout the year, LAs should monitor their FFY2025 allocation of funds compared to their actual monthly expenditures submitted on affidavits.

Enclosed is the FFY2025 WIC Participation and Allocations spreadsheet. This spreadsheet identifies the LA's assigned WIC participation level, the total WIC funding allocations for NSA and BFPC (if applicable) and the targeted dollar amounts to be spent on Nutrition Education and Breastfeeding Promotion and Support. Please keep this spreadsheet in a readily accessible location for reference throughout the year. Note: Indirect rates are subject to change based on the forthcoming SFY2025 approved rate.

Parent agencies are responsible for making sure this spreadsheet is shared with all contracted sub-agencies.

If the LA is unable to sign the Contract by the specified date or has questions about the Contract and/or the WIC Participation and Allocations spreadsheet, contact KDHE.KSWICFiscal@ks.gov.

Sincerely,

KDHE WIC Fiscal

Enclosures:
FFY2025 WIC Participation and Allocations Spreadsheet

Attachment: FFY2025 Contract Cover Letter (15011 : Riley County WIC FY2025 Contract Approval)

Federal Fiscal Year 2025 WIC Participation and Allocations

Contract Period: 10/01/24 TO 9/30/25

Assigned Participation, Budget Amount Submitted, Approved Allocations, Target Expenditures by
Parents and Sub-agencies clinics

August 15, 2024

Local Agency	Assigned Participation	FFY2025 Submitted Budget Amount	FFY2025 Approved Allocation	Nutrition Education Target Expenditure (minimum of 16.7% of the total allocation)	Breastfeeding Promotion and Support Target Expenditure (Set amount)
RILEY WIC*					
Manhattan	1,192	\$1,187,826	\$1,070,740	\$178,814	\$14,358
Ft. Riley	1,297				
Wamego	75				
RILEY BFPC*		\$93,594	\$85,594		
TOTALS	2,564	\$1,281,420	\$1,156,334	\$178,814	\$14,358

* Maximum allowed indirect cost rate is 11.81%.

CONTRACT BETWEEN
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AND
KANSAS WIC LOCAL AGENCY

1. Parties to Contract.

- 1.1.** Kansas Department of Health and Environment [KDHE], also referred to as State Agency
- 1.2.** Riley County - Manhattan Health Department [Local Agency], covering a service area of the following Kansas counties: Riley and Pottawatomie Counties.

2. Purpose of Contract. The purpose of this Contract between KDHE and Local Agency is to outline the responsibilities of each of the Parties as to the administration of the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and, if applicable to the Local Agency, the WIC Breastfeeding Peer Counselor Program (BFPC). Funding for the WIC and BFPC programs are provided to KDHE by the U.S. Department of Agriculture (USDA), CFDA #10.557.

3. Term of Contract. The period of this Contract shall begin October 1, 2024 and continue until September 30, 2025, unless sooner terminated according to the provisions herein.

4. Compensation. The Contract amount awarded to Local Agency is for:

- 4.1.** Up to \$ 1,070,740 Amount plus any reallocated Federal Nutrition Services Administrative Funds that may become available.
- 4.2.** Up to \$ 85,594 Amount plus any reallocated Federal Breastfeeding Peer Counselor Funds that may become available.

5. Local Agency Responsibilities and Requirements for Administering the WIC Program. Local Agency shall be responsible for the following:

- 5.1.** Conducting the WIC program in accordance with the current Kansas State WIC Policies and Procedures Manual. The program shall also be conducted in accordance with the other state and federal regulations that are currently in effect, which govern administration, operation, and management of the program.
- 5.2.** Employing or contracting with a competent professional authority who is authorized to determine nutritional risk, certify participants and prescribe supplemental foods as defined by policy. Competent professional authorities include:
 - 5.2.1.** Licensed Dietitians;
 - 5.2.2.** Registered Nurses;
 - 5.2.3.** Licensed Physicians;
 - 5.2.4.** Registered Physician Assistants;

- 5.2.5. Nutritionists with a Bachelor's or Master's degree in a human nutrition related field as approved by the State Agency; or
- 5.2.6. Others with a Bachelor's or Master's degree from an accredited college as approved by the State Agency.
- 5.3. Employing or contracting with a licensed dietitian to counsel participants who are determined to be at high nutritional risk and perform other nutrition services as defined by policy.
- 5.4. Completing a Nutrition Services Plan and submitting the plan to the State Agency for approval by November 1, 2024. The Nutrition Services Plan is to be completed using the Nutrition Services Plan Guidance materials, provided by the State Agency, for the upcoming calendar year.
- 5.5. Providing referrals to health and social services or other programs as appropriate. Referrals may be verbal or written and must be documented in the WIC management system.
 - 5.5.1. Local Agency shall maintain and provide to participants a list of community and food assistance programs within the community. The list shall include local KanCare (Medicaid) information and other programs that may be of benefit to participants and applicants. The list shall include local resources for substance abuse counseling and treatment. WIC program information should be provided to these agencies, so they can in turn refer people to WIC.
 - 5.5.2. Local Agency shall provide written information about KanCare (Medicaid) to each participant/caregiver on at least one (1) occasion, preferably at the time of certification.
 - 5.5.3. Local Agency shall refer infants and or children who have not had a blood lead test, or do not have up to date immunization records to an appropriate resource.
 - 5.5.4. Local Agency shall report known or suspected child abuse or neglect as required by State law.
- 5.6. Making appropriate health services available to participants and informing applicants of the health services available. Local Agency shall have a plan for continued efforts to make health services available to participants at the clinic or through written agreements with health care providers when health services are provided by referral. Special efforts should also be made by the Local Agency to maintain ongoing communication and referrals with organizations who serve the homeless in their WIC service area. WIC program information should be provided to these agencies, so they can in turn refer people to WIC.
- 5.7. Attending the statewide annual WIC meeting and other required training events as directed by the State Agency.
- 5.8. Monitoring local retail vendors participating in the WIC Program, including:
 - 5.8.1. Conducting annual vendor training and any other training, monitoring, and investigating of authorized vendors assigned to the Local Agency.
 - 5.8.2. Sending written communications of warnings to vendors that are in violation of contract agreements and will work with vendors to resolve problems as necessary.
 - 5.8.3. Communicating with the State Agency on all correspondence with vendors.
- 5.9. Safeguarding all WIC cards from the date the Local Agency receives the cards through the date the WIC participant signs for the card.

- 5.10.** Utilizing the Kansas WIC automated management information system (KWIC) to administer the Kansas WIC program in their clinics. This shall include:
- 5.10.1.** Using due diligence in keeping WIC equipment secure from theft or damage.
 - 5.10.2.** Having and maintaining a computer network including internet access to support the use of the KWIC.
 - 5.10.3.** Ensuring that reasonable protections are in place to avoid computer viruses and unauthorized access to computer files.
 - 5.10.4.** Employing or contracting with information technology technicians available to help in the installation of new equipment and deal with problems with the network and existing equipment.
- 5.11.** Safeguarding WIC program client information in the KWIC system.
- 5.11.1.** Security access is obtained through a request to the KWIC Security Manager at the State Agency.
 - 5.11.2.** Local Agency shall contact the State Agency by emailing KDHE.WicStaffChange@ks.gov when an employee's security access needs be removed.
 - 5.11.2.1.** If a Local Agency employee leaves employment due to termination, then the Local Agency shall contact the State Agency to have the employees access removed from KWIC within twenty-four (24) hours of termination.
 - 5.11.2.2.** If a Local Agency employee leaves employment under normal circumstances (for example: 2 weeks' notice), then the Local Agency shall contact the State Agency to have the employees access removed from KWIC within one (1) week from the end of the employee's employment.
- 5.12.** Maintaining participation levels of at least 98% of the contractually assigned participation. If the Local Agency fails to maintain at least 98% of its assigned target participation level for a three-month period, the State Agency may adjust the amount of administrative funds allocated to the Local Agency.
- 5.13.** Conducting at least two (2) public outreach activities designed to enroll eligible women in the early stages of pregnancy, infants, and children in the WIC Program. Outreach activities shall involve offices and organizations that interact with potentially eligible persons, such as health and medical organizations, hospitals and clinics, welfare and unemployment offices, social service agencies, farm worker and other organizations serving target populations.
- 5.14.** Prohibiting smoking in the space used to carry out the WIC Program during the time any aspect of WIC services is performed.
- 5.15.** Annually reviewing and evaluating clinic operations. The annual review and evaluation shall include all clinics, including sub-contractors, for compliance with WIC operations.
- 5.15.1.** Develop and implement a corrective action process which includes:
 - 5.15.1.1.** Promptly notifying the evaluated clinics in writing of any deficiencies,
 - 5.15.1.2.** Requiring evaluated clinics to develop corrective action plans, and

- 5.15.1.3.** Monitoring clinic implementation of such plans.
- 5.15.2.** Provide a written report detailing strengths and weaknesses of the clinics and the requirement for corrective action, as appropriate.
- 5.15.3.** Follow-up and monitor implementation of all corrective action plans.
- 5.15.4.** Provide to the State Agency, a copy of the initial report given to the evaluated clinic(s) and any subsequent reports that document the Local Agency's monitoring of the implementation of corrective action plans.
- 5.16.** Submitting the following to the State Agency:
 - 5.16.1.** An annual budget for the Federal Fiscal Year (October 1-September 30) for each year of operation.
 - 5.16.2.** A monthly affidavit of expenditures by the 20th of each month following the reporting month.
 - 5.16.2.1.** The affidavit shall document all allowable expenditures incurred for operation of the WIC program.
 - 5.16.2.2.** Expenditures must be broken out by the following categories: Nutrition Education, Breastfeeding Promotion and Support, Client Services and General Administration.
 - 5.16.2.3.** At least one-sixth of the total funds received must be expended for nutrition education services. Additionally, the State Agency will assign a required expenditure amount for breastfeeding promotion and support. Exceptions to these expenditure requirements for special circumstances not under the Local Agency control may be authorized by the State Agency.
 - 5.16.3.** If necessary, corrections or supplemental affidavits are due within sixty (60) calendar days from the end of the reporting month.
 - 5.16.4.** A time and effort form or daily time sheets at a minimum of one month per year no later than the 20th of March for the month of February.
 - 5.16.5.** Any other reports as requested by the State Agency in a timely manner.
- 5.17.** Maintaining complete and accurate source documentation that accounts for all program funds received and expended.
- 5.18.** Filing with the State Agency an approved indirect-cost plan if indirect costs are to be claimed for reimbursement.
- 5.19.** Filing with the State Agency a cost allocation plan if program expenditures are integrated or comingled in any way with any other program. Only expenditures associated with WIC should be shown on monthly affidavits or supplemental reports.
- 5.20.** Maintaining and making available for review all records, both financial and programmatic, for the WIC program regarding this contract for a period of four years, or until audits or litigation have been completed and any questions arising from the audits or litigation have been resolved.

5.21. Obtaining written approval from the State Agency before purchasing any piece of equipment or capital expenditure costing \$1,500 or more, if said equipment is to be purchased with WIC funds under this contract. The State Agency reserves rights to all capital equipment purchased 100% with WIC funds. All capital expenditures reported on the monthly affidavits must be supported with photocopies or electronic copies and invoices before reimbursement can be made.

6. Local Agency Responsibilities and Requirements for Administering the WIC BFPC Program. This paragraph and all sub-paragraphs hereunder shall only apply if the Local Agency requests and is granted BFPC funds to implement a BFPC program. If BFPC funds were requested by Local Agency and granted by KDHE, Local Agency shall be responsible for the following:

- 6.1.** Conducting the WIC BFPC program in accordance with the current Kansas State WIC Policies and Procedures Manual. The program shall also be conducted in accordance with the other state and federal regulations that are currently in effect, which govern administration, operation, and management of the program.
- 6.2.** Implementing and administering a BFPC program consistent with program guidance set forth in the “Using Loving Support to Manage Peer Counseling Programs” and “Loving Support through Peer Counseling”.
- 6.3.** Appointing a BFPC Supervisor who is a Local Agency employee or contract employee, and who has or will receive training in breastfeeding support. BFPC Supervisors may perform other duties as well.
- 6.4.** Referring WIC participants to other WIC staff or other community agency staff that are trained in the management of breastfeeding problems outside the Breastfeeding Peer Counselor’s expertise.
- 6.5.** Developing a BFPC implementation plan for approval by KDHE. Once the implementation plan is approved by KDHE, Local Agency shall be responsible for expanding and building upon activities outlined in the Local Agency’s approved breastfeeding peer counseling implementation plan.
- 6.6.** Attending BFPC implementation training and designated annual BFPC training events as directed by the State Agency.
- 6.7.** Completing the Kansas BFPC Program Performance Measurement Quarterly Report form. The Quarterly Report shall be submitted to KDHE according to the following schedule:
 - 6.7.1.** Only page one of this form needs to be submitted on or before the following dates:
 - 6.7.1.1.** January 20, 2025
 - 6.7.1.2.** July 20, 2025
 - 6.7.1.3.** October 20, 2025
 - 6.7.2.** The quarterly report form is to be submitted in its entirety to KDHE on or before April 20, 2025.
- 6.8.** Submitting the following to the State Agency:
 - 6.8.1.** The Kansas WIC Breastfeeding Peer Counselor Program Self-Monitoring form on a yearly basis along with the yearly renewal application.

6.8.2. Concurrent with the submission of the WIC monthly affidavit of expenditures, a monthly affidavit of BFPC expenditures by the 20th of each month following the reporting month. BFPC expenditures shall be subject to the following requirements:

6.8.2.1. The affidavit shall document all allowable expenditures incurred for operation of the BFPC program.

6.8.2.2. Expenditures must be placed in the BFPC cost category only.

6.8.3. If necessary, corrections or supplemental affidavits are due within sixty (60) calendar days from the end of the reporting month.

6.8.4. A time and effort form or daily time sheets at a minimum of one month per year no later than the 20th of March for the month of February.

6.8.5. Any other reports as request by the State Agency in a timely manner.

6.9. Maintaining complete and accurate source documentation that accounts for all program funds received and expended.

7. State Agency Responsibilities. KDHE shall be responsible for the following under this Contract:

7.1. Providing a separate spreadsheet that includes the assigned client participation number, the funding allocation, and the target expenditures for Nutrition Education and Breastfeeding Promotion and Support for the Local Agency and any sub-contractors as applicable.

7.2. Providing an information management system for certifications, benefits issuance and program management.

7.3. Providing technical assistance training and monitoring the Local Agency for program compliance.

7.4. Reimbursing the Local Agency on a monthly basis for approved expenditures in accordance with the Local Agency submitted affidavit of expenditures and within the funding allocation provided to the Local Agency. Reimbursements shall be based on actual costs.

8. Subcontracting of Services by Local Agency. If Local Agency deserves to subcontract services related to this Contract, the Local Agency shall obtain written approval from the State Agency prior to entering into a subcontract with a third party to provide WIC services. The Local Agency shall submit the subcontract, along with the budget of the subcontractor, to the State Agency for written approval.

8.1. Local Agency shall provide on-site technical assistance to all subcontractor clinics as necessary and shall conduct periodic, routine meetings with subcontractor's WIC staff for in-service trainings and problem solving.

8.2. Local Agency shall include in the subcontract provisions defining the services to be provided by, and the requirements of, the subcontractor and how the Local Agency will compensate the subcontractor for the services provided. Said services and requirements may include, but are not limited to:

8.2.1. Determining participant eligibility.

8.2.2. Issuing cards or benefits and stock accountability.

8.2.3. Providing nutrition education and counseling.

- 8.2.4. Providing to the Local Agency, on a timely basis, all required information regarding fiscal and program administration, including time sheet and affidavits of actual expenditures.
- 8.2.5. Following WIC policies and procedures.
- 8.2.6. Making appropriate health services or referrals available to participants.
- 8.2.7. Training, monitoring, and investigating retail vendors.
- 8.2.8. Maintaining vendor files.
- 8.2.9. Assuring documentation for all functions.

8.3. Local Agency shall include on the subcontractor signature page the following statement: *“As a prospective lower tier participant, the subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency and will promptly notify the State Agency if it is debarred or suspended in the future.”*

8.4. Local Agency shall include on the subcontractor signature page the following statement: *“The subcontractor certifies to the best of their knowledge that no Federal funds provided through a grant award or contract shall be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or member of Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment of modification or any government contract, grant, loan or cooperative agreement.”*

However, if lobbying with non-federal funds has occurred, then the Local Agency shall complete the Disclosure Form to Report Lobbying (Standard Form LLL) and submit it to the State Agency, which will then be submitted to the FNS Regional Office. The Standard Form LLL can be accessed at <https://www2.ed.gov/fund/grant/apply/appforms/sfill.doc>

8.5. Local Agency shall include on the subcontractor signature page the following statement: Local Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance.

8.6. Subcontracted clinics may not be permitted to separate from their Local Agency group until the end of the federal fiscal year.

9. Service Area Termination by Local Agency.

9.1. If the Local Agency was traveling to another County and was providing WIC services and no longer wishes to do so and the County in which the traveling agency was providing services wishes to be a brand-new agency, a transition period will need to be established for both the traveling agency and

the new agency with the help of the State Agency, so that clients will not experience a lapse in services.

- 9.2. The transition period typically begins the first of October. If necessary, the traveling agency shall continue to provide services and travel to that County until the new agency is fully trained and ready to have their first clinic.

10. Audit Requirements. If Local Agency receives more than \$750,000 in federal funds from any agency, an audit shall be conducted in accordance with the OMB Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards [2 C.F.R. Part 200]. Any deficiencies noted in audit reports must be fully addressed and cleared by the Local Agency within thirty (30) days after receipt of the audit report. Failure of the Local Agency to comply with audit requirements shall constitute noncompliance with this Contract and may result in the withholding of future payments.

11. Confidentiality.

- 11.1. WIC/BFPC participant personal information is confidential and may only be released once the participant/caregiver has signed the Rights and Responsibilities statement. The Local Agency shall not disclose participant's personal information to third parties not listed on the Rights and Responsibilities statement without a separate release form signed by the participant/caregiver.
- 11.2. Local Agencies that share personal information between themselves and third parties not listed on the Rights and Responsibilities Form, (i. e. community groups, organizations or other agencies) must have a Memorandum of Understanding (MOU) specifically outlining the relationship between the WIC program and the third party. The MOU must detail the purpose, use and restrictions regarding personal information shared by the WIC program and facilitate referrals by outlining the procedures under which each organization operates, and make the MOU available upon request to the State Agency.
- 11.3. Internally and when shared with a third party, participant's personal information shall only be used for the following purposes:
- 11.3.1. To establish the eligibility of WIC applicants or participants for the programs that the Local Agency and third-party organization administers.
 - 11.3.2. To conduct outreach to WIC applicants and participants for such programs.
 - 11.3.3. To enhance the health, education, or well-being of WIC applicants or participants who are currently enrolled in such programs.
 - 11.3.4. To streamline administrative procedures in order to minimize burdens on staff, applicants, or participants in either the receiving program or the WIC program.
 - 11.3.5. To assess and evaluate the responsiveness of a State's health system to participants' health care needs and health care outcomes.

12. Termination.

- 12.1. KDHE may terminate this contract, in whole or in part, if Local Agency breaches or fails to perform its obligations under this contract.

- 12.2. This contract may be terminated without penalty by Local Agency giving at least thirty (30) calendar days written notice.
- 12.3. The distribution of funds is contingent upon receipt of adequate funds and appropriations to KDHE. This contract is contingent upon the availability of federal funds. In the event that funds for this contract are exhausted or no longer available, this contract may be unilaterally terminated without penalty by KDHE upon thirty (30) days written notice. KDHE may also terminate this contract in accordance with the provisions designated in Appendix A.
- 12.4. In the event either party terminates this contract, Local Agency shall be reimbursed for all costs and non-cancelable obligations for any authorized work that has been completed and incurred prior to the effective date of termination unless termination of the Contract is due to breach or failure to perform on behalf of Local Agency. In the event of a termination by either party, Local Agency will immediately provide KDHE all work in progress, work completed, equipment, and materials provided to it by KDHE in connection with this contract.

13. Miscellaneous Terms and Conditions.

- 13.1. Local Agency certifies to the best of their knowledge that no Federal funds provided through a grant award or contract shall be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or member of Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment of modification or any government contract, grant, loan or cooperative agreement. However, if lobbying with non-federal funds has occurred, then the Local Agency shall complete the Disclosure Form to Report Lobbying (Standard Form LLL) and submit it to the State Agency, which will then be submitted to the FNS Regional Office.
- 13.2. Local Agency hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 610 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines; and FNS directives and guidelines to the effect that no person shall, on the ground of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Agency receives Federal financial assistance.
- 13.3. By signing this Contract, the Local Agency as a prospective lower tier participant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency and will promptly notify the State Agency if it is debarred or suspended in the future.
- 13.4. Binding Appendices. The provisions found in Appendix A, (Contractual Provisions Attachment [Form DA-146a]), Appendix B, (Whistleblower and Non-Debarment Certification), Appendix C, (Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation), and Appendix D, (Certification of Procurement), are hereby incorporated in this

Contract and made a part hereof. Such provisions shall take precedence over any contrary provisions of this Contract.

- 13.5.** Amendments. This Contract may be amended as necessary if such amendment is in writing and executed by the Parties with the same formalities as this Contract.

THE PARTIES, through their duly authorized representatives, assent to the terms and conditions of this Contract and have executed it as of the date shown below.

Janet Stanek

Secretary

Kansas Department of Health and Environment

Signature

Printed Name

Date

Title

Organization

Date

Attachment: Riley - FFY2025 WIC Contract - Draft (15011 : Riley County WIC FY2025 Contract Approval)

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of October, 20 24.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State 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 agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract

APPENDIX A

and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

APPENDIX B

**COMPLIANCE WITH THE
"PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS"**

Congress has enacted a law, found at 41 U.S.C. 4712, encouraging employees to report fraud, waste, and abuse. This law applies to all employees working for contractors, grantees, subcontractors and subgrantees on federal grants and contracts [for the purpose of this document, "Recipient of Funds"]. The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) mandated a pilot program entitled, "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS". 41 U.S.C. 4712 has been amended, enacting a permanent extension of the pilot program.

This program requires all grantees, their subgrantees and subcontractors to:

- Inform their employees working on any Federal award they are subject to the whistleblower rights and remedies of the pilot program;
- Inform their employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and,
- Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

Employees of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as reprisal for "whistleblowing." In addition, whistleblower protections cannot be waived by any agreement, policy, form or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following:

- 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 or grant (including the competition for, or negotiation of, a contract or grant).

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice, or other law enforcement agency;
- A court or grand jury; or,
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

The Recipient of Funds acknowledges that as a condition of receiving funds, it has complied with the terms of the "PILOT PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE WHISTLEBLOWER PROTECTIONS", as amended, and has informed its employees in writing and in the predominant native language of the workforce, that by working on any Federal award, the employees are subject to the whistleblower rights and remedies.

NON-DEBARMENT CERTIFICATION AND WARRANTY

The Recipient of Funds acknowledges that KDHE is required to verify that any person or entity receiving funds has not been suspended, debarred or otherwise excluded from receiving federal funds. Verification may be accomplished by 1) checking the System for Award Management (SAM) at www.sam.gov; 2) obtaining a certification from the entity; or 3) by adding a clause or condition to the transaction.

The Recipient of Funds, as a condition of receiving funds, certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency, or by any department or agency of the State of Kansas.

APPENDIX C

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature

Date

Printed Name

APPENDIX D

**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN
THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism¹.

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

¹ Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website.

[https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,\)%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.](https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,)%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism.)

APPENDIX D

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

Signature, Title

Date

Draft Contract

Attachment: Riley - FFY2025 WIC Contract - Draft (15011 : Riley County WIC FY2025 Contract Approval)



PUBLIC WORKS
Agreement

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director
MEETING: September 5, 2024
SUBJECT: K-13 & K-113 Turn Back Agreements
PRESENTER: John Ellermann

BACKGROUND

KDOT is preparing to let the two round-a-bout projects for the US-24/K-13 and US-24/K-113 intersections to bid soon. Attached are two agreements. One for K-13 and another for K-113 projects. Each agreement contains wording that KDOT is solely responsible for the project costs and administration. However, the agreement for K-13 project says KDOT will transfer the ownership of the right-of-way purchased along Dam Rd. to the County once the project is completed.

DISCUSSION

The project at K-13 required KDOT to purchase right-of-way to reroute a portion of Dam Rd. Typically, when they do that, they will turn back or transfer any r/w not directly on the highway system to the County.

FISCAL IMPACT

There is not any fiscal impact to the County.

RECOMMENDATION(S)

Staff recommends signing the Project Authorization Agreements with KDOT.

POSSIBLE MOTION(S)

Move to approve the Project Authorization Agreement/s with KDOT for KDOT Project No. KA-5565-01 (K-13) and KDOT Project No. KA-5565-01 (K-113).

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- KA-5564-01 Project Authorization Agreement (Riley County) (802-23).final (002) (PDF)
- KA-5565-01 Project Authorization Agreement (Riley County) (801-23).final (002) (PDF)

PROJECT NO. KA-5564-01
 HSIP-A556(501)
 ROUNDABOUT CONSTRUCTION
 RILEY COUNTY, KANSAS

PROJECT AUTHORIZATION AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **Riley County, Kansas** (“County”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary has authorized an improvement project to construct a roundabout, as further described in this Agreement.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of county-owned roadways and bridges in the State of Kansas through the use of federal, state, and/or local funds, or a combination thereof.

NOW THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.
3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
5. **“County”** means Riley County, with its place of business located at 110 Courthouse Plaza, Manhattan, KS 66502.
6. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.

7. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
8. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
9. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
10. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
11. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
12. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
13. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
14. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
15. **“Project”** means all phases and aspects of the construction endeavor to be undertaken by the Secretary, being: **the construction of a single lane roundabout at the junction of US-24 and K-113 in Riley County**, and is the subject of this Agreement.
16. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
17. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
18. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
19. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and the Secretary’s successors and assigns.
20. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar

commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs.** The Secretary is undertaking the Project and shall be solely responsible for the payment of Project costs. Costs for this Project will be paid using state or federal funds, or a combination of both. There is no local match required.
2. **Project Administration.** The Secretary shall undertake and complete the Project except as otherwise modified by this Agreement. The Secretary will prepare the Design Plans, Let the contract for the Project, administer the Construction of the Project as required by the FHWA, negotiate with and report to the FHWA, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans, as well as all other work phases, shall be paid for with state or federal funds or a combination of state and federal funds.
3. **Lighting Installation & Maintenance.** The Secretary will install new lighting within the Project Limits as depicted on attached **Exhibit A.** The new lighting and controller will be located within KDOT Right of Way. The Secretary is responsible for maintenance of the lighting installed as well as payment of the related Utility costs.
4. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor's agent, contractors, or suppliers. If the Secretary or the County defends a third party's claim, the Contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.
5. **Utilities.**
 - a. **Utility Relocation.** The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing utilities that must be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of removal or adjustment of privately-owned Utilities located on private Right of Way or easements shall be borne by the Secretary except as provided by state and federal laws.

ARTICLE III

COUNTY RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the County to enter into this Agreement on its behalf. The County agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Project Authorization.** The County authorizes and agrees to the Project and the Secretary is empowered by the County to take all steps reasonable and necessary to complete the Project.
3. **Right of Way.**
 - (a) **Use of County Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by the County that has been designated as Right of Way for the KDOT Project and the County Project, including any land owned or controlled by a land bank formed under K.S.A. § 12-5901, *et seq.*, lying inside or outside the limits of the County, for the purpose of constructing the KDOT Project. If the Secretary requests, the County shall execute the appropriate deeds and easements transferring its property rights to the Secretary. If so requested, the County acknowledges the execution and transferring of the deeds and easements by the County to the Secretary is an obligation of the County for this Agreement and Construction of the KDOT Project.
 - (b) **Cooperation in Right of Way Acquisition.** The County acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. The County will cooperate in that purpose, as necessary, for completion of the Project.
4. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the County shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The County shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives, subcontractors, or employees.
5. **Removal of Encroachments.** The County shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the County and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

6. **Future Encroachments.** Except as provided by state and federal laws, the County agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

ARTICLE IV

GENERAL FEDERAL REQUIREMENTS:

1. **Debarment & Suspension.** This Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the County verifies that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec. Orders No. 12549 and 12689; 2 C.F.R. § 200.213.
2. **System for Award Management.** The County has registered with the System for Award Management (<http://www.sam.gov>), which provides a Unique Entity Identifier (SAM). The County shall maintain such registration at all times during which it has active federal awards.
3. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.
4. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.
5. **Anti-Lobbying.** If the total value of this Agreement exceeds one hundred thousand dollars (\$100,000.00), a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as **Federal Anti-Lobbying Certification Attachment** to this Agreement and be attached and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or

any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.

6. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the County agrees to the following provisions:
 - (a) **Audit.** It is the policy of the Secretary to make any final payments to the County for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*
 - (b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the County’s most recent Single or Program Specific Audit Report (“Audit Report”) available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The County, by executing this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The County agrees to refund payment made by the Secretary to the County for items subsequently found to be not eligible for reimbursement by audit.
 - (c) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the County will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the County for items considered Non-Participating Costs, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans are by this reference made a part of this Agreement as if set forth in their entirety herein.
2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:

- (a) Temporary Traffic Control. The Secretary shall determine in consultation with the County the manner in which traffic is to be handled during Construction. If revisions to the traffic handling plan are proposed during the progress of Construction, the County and the Secretary shall approve such revisions before they become effective.
- (b) Permanent Traffic Control. The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.
3. Civil Rights Act. The Civil Rights Attachment, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
4. Contractual Provisions. The provisions found in the current version of the Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are incorporated into and made a part of this Agreement.
5. Headings. All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
6. Binding Agreement. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office.
7. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
9. Severability. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

The signature page immediately follows this paragraph.

Agreement No. 802-23
 Project No. KA-5564-01
 Bureau of Traffic Engineering

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

RILEY COUNTY, KANSAS

 COUNTY CLERK (Date)

(SEAL)

 COMMISSIONER (Date)

 COMMISSIONER (Date)

 COMMISSIONER (Date)

Attachment: KA-5564-01 Project Authorization Agreement (Riley County) (802-23).final (002) (15017 : KDOT Turn Back Agreements)

Agreement No. 802-23
Project No. KA-5564-01
Bureau of Traffic Engineering

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

1. Exhibit A: Lighting Plan
2. Civil Rights Act Attachment
3. Contractual Provisions Attachment, Form DA-146a
4. Federal Anti-Lobbying Certification Attachment

Attachment: KA-5564-01 Project Authorization Agreement (Riley County) (802-23).final (002) (15017 : KDOT Turn Back Agreements)

Exhibit A: Streetlight Locations

NOTES:

The Contractor shall contact Evergy upon award of contract to schedule new service.
The Evergy contact person is:

Name: Ravena Humbert
Address: 225 S. Seth Child Rd
Manhattan, KS 66502
Phone No: 785-587-2345

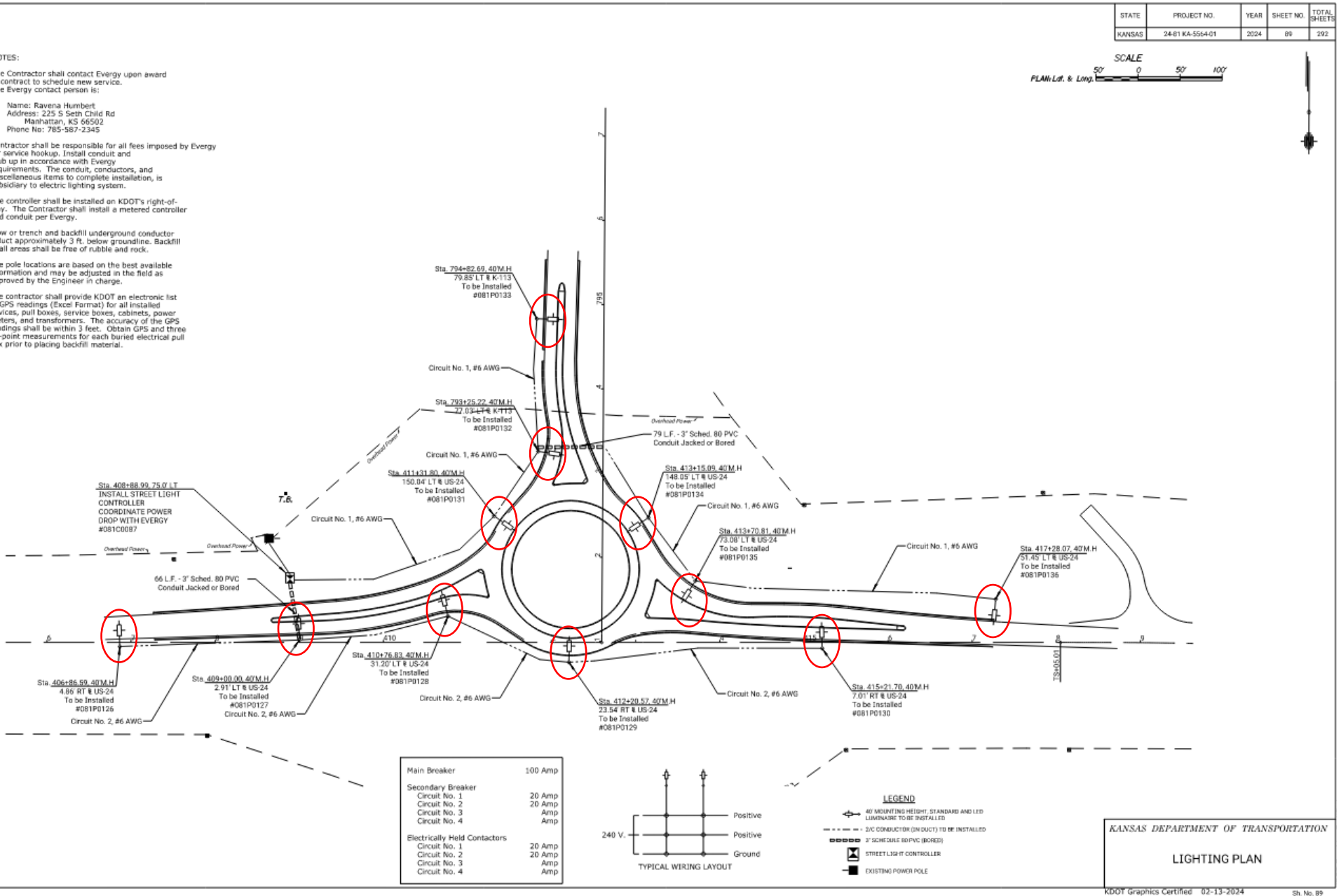
Contractor shall be responsible for all fees imposed by Evergy for service hookup. Install conduit and stub up in accordance with Evergy requirements. The conduit, conductors, and miscellaneous items to complete installation, is subsidiary to electric lighting system.

The controller shall be installed on KDOT's right-of-way. The Contractor shall install a metered controller and conduit per Evergy.

Plow or trench and backfill underground conductor induct approximately 3 ft. below groundline. Backfill in all areas shall be free of rubble and rock.

The pole locations are based on the best available information and may be adjusted in the field as approved by the Engineer in charge.

The contractor shall provide KDOT an electronic list of GPS readings (Excel Format) for all installed devices, pull boxes, service boxes, cabinets, power meters, and transformers. The accuracy of the GPS readings shall be within 3 feet. Obtain GPS and three tie-point measurements for each buried electrical pull box prior to placing backfill material.



KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State 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 agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Federal Funds Lobbying Certification Attachment Required Contract Provision

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____

PROJECT NO. KA-5565-01
 HSIP-A556(501)
 ROUNDABOUT CONSTRUCTION
 RILEY COUNTY, KANSAS

PROJECT AUTHORIZATION AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and **Riley County, Kansas** (“County”), **collectively**, the “Parties.”

RECITALS:

- A. The Secretary has authorized an improvement project to construct a roundabout, as further described in this Agreement.
- B. The Parties are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of county owned roadways and bridges in the State of Kansas through the use of federal, state, and local funds, or a combination thereof.
- C. As Part of the Project, the Secretary shall transfer to the County portions of roadway, and structures, being further defined in this Agreement as the “Roadway Facility” and as shown on the attached **Exhibit 1**.

NOW THEREFORE, the Parties agree to the following terms and provisions:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.
3. **“Construction Contingency Items”** mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering” or “CE”** means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.
5. **“Consultant”** means any engineering firm or other entity retained to perform consulting or design services for the Project.

6. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
7. **“County”** means Riley County, with its place of business located at 110 Courthouse Plaza, Manhattan, KS 66502.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, vehicle, parking area, or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“Final Acceptance”** means the KDOT has accepted and relieved the Project contractor of their responsibility for maintenance of completed sections of the Project.
12. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
13. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
14. **“Local Route Condition”** means the condition of the route needed to maintain local traffic as determined by the County.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
16. **“Partial Acceptance”** means KDOT has determined that a portion of the Project has been completed to a point in which KDOT has relieved the contractor of their responsibility to KDOT or other governmental agencies responsible for the work accepted.
17. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge, and road construction projects, as reasonably determined by the Secretary.
18. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
19. **“Preliminary Engineering” or “PE”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

20. **“Project”** means all phases and aspects of the construction endeavor to be undertaken by the Secretary, being: **the construction of a single lane roundabout and the junction of US-24 and K-13 in Riley County, Kansas**, and is the subject of this Agreement.
21. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
22. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services.
23. **“Right of Way”** means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
24. **“Roadway Facility”** means portions of roadway which are to be transferred to the County and formally withdrawn or removed from the State Highway System, where necessary. The Roadway Facility includes, but is not limited to, the actual roadbed, and associated Right of Way together with all bridges, curbs, culverts, drainage structures, sidewalks, bike paths, and other features located within the associated Right of Way as of the Transfer Date. Specifically, the Roadway Facility shall be as set forth on attached **Exhibit 1**.
25. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
26. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Payment of Costs**. The Secretary is undertaking the Project and shall be solely responsible for the payment of Project costs. Costs for this Project will be paid using state or federal funds, or a combination of both. There is no local match required.
2. **Project Administration**. The Secretary shall undertake and complete the Project except as otherwise modified by this Agreement. The Secretary will prepare the Design Plans, Let the contract for the Project, administer the Construction of the Project as required by the FHWA, negotiate with and report to the FHWA, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans, as well as all other work phases, shall be paid for with state or federal funds or a combination of state and federal funds.
3. **Lighting Installation & Maintenance**. The Secretary will install new lighting within the Project Limits as depicted on attached **Exhibit 2**. The new lighting and controller will be located within

KDOT Right of Way. The Secretary is responsible for maintenance of the lighting installed as well as payment of the related Utility costs.

4. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the County from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor's agent, contractors, or suppliers. If the Secretary or the County defends a third party's claim, the Contractor shall indemnify the Secretary and the County for damages paid to the third party and all related expenses either the Secretary or the County or both incur in defending the claim.
5. **Transfer of Ownership.** The Secretary shall transfer ownership of the Roadway Facility after the Project is finished to the County as per **Exhibit 1.**
6. **Effective Date of Ownership Transfer.** The Secretary will provide the County with written notice of the Transfer Date through issuance of **D.O.T. Form No. 375** "Transferring Route Maintenance," fourteen (14) days in advance of the Transfer Date.
7. **Deed Recordation.** Within one year of the Transfer Date, KDOT's Bureau of Right of Way will record a quitclaim deed in favor of the County at the County Register of Deeds Office transferring ownership to the County of the Roadway Facility. A copy of the executed deed will be forwarded to the KDOT District Engineer.
8. **Notice of Final or Partial Acceptance.** The Secretary shall inform the County of any issuances of Final Acceptance within fourteen (14) days of said issuance. Should the Secretary determine that Partial Acceptance is to be issued on a section of the Project, the Secretary shall provide notice of said Partial Acceptance at least fourteen (14) days prior to the issuance of Partial Acceptance.
9. **Utilities.**
 - a. **Utility Relocation.** The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing utilities that must be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.
 - b. **Cost of Relocation.** Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of removal or adjustment of privately-owned Utilities located on private Right of Way or easements shall be borne by the Secretary except as provided by state and federal laws.

ARTICLE III

COUNTY RESPONSIBILITIES:

1. **Legal Authority.** By signature on this Agreement, the signatory certifies he or she has legal and actual authority as representative and agent for the County to enter into this Agreement on its behalf. The County agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
2. **Project Authorization.** The County authorizes and agrees to the Project and the Secretary is empowered by the County to take all steps reasonable and necessary to complete the Project.
3. **Right of Way.**
 - (a) **Use of County Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by the County that has been designated as Right of Way for the KDOT Project and the County Project, including any land owned or controlled by a land bank formed under K.S.A. § 12-5901, *et seq.*, lying inside or outside the limits of the County, for the purpose of constructing the KDOT Project. If the Secretary requests, the County shall execute the appropriate deeds and easements transferring its property rights to the Secretary. If so requested, the County acknowledges the execution and transferring of the deeds and easements by the County to the Secretary is an obligation of the County for this Agreement and Construction of the KDOT Project.
 - (b) **Cooperation in Right of Way Acquisition.** The County acknowledges the Secretary will be performing appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. The County will cooperate in that purpose, as necessary, for completion of the Project.
4. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the County shall defend, indemnify, hold harmless, and save the Secretary and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary's employees, or subcontractors. The County shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or its authorized representatives, subcontractors, or employees.
5. **Maintenance Responsibilities.** The County agrees to assume all legal responsibility, without limitation, including all maintenance responsibilities of the portion(s) of the Roadway Facility to be transferred to the County at the time Final Acceptance has been issued on the Project. The County further agrees that KDOT reserves the right to issue Partial Acceptance on portions of the Project, and if Partial Acceptance is issued, the County agrees to assume all legal responsibility, without limitation, including all maintenance responsibilities of the portion(s) of the Roadway Facility to be transferred to the County.
6. **Route Conditions.** The County's signature on this Agreement confirms the County shall accept the condition of the Roadway Facility at the time of Final Acceptance being issued for the Project

or Partial Acceptance being issued for a section of the Project. Should the condition of the Roadway Facility be in question prior to maintenance responsibilities being turned over the County must inform the Secretary immediately. The County is responsible for any repair action that may be required after the Final Acceptance of the Project is issued.

7. **Removal of Encroachments.** The County shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the County and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.
8. **Future Encroachments.** Except as provided by state and federal laws, the County agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed a distance from the Right of Way line no less than the distance permitted by the National Fire Code.

ARTICLE IV

GENERAL FEDERAL REQUIREMENTS:

1. **Debarment & Suspension.** This Agreement is a covered transaction for purposes of 2 C.F.R. Parts 180 and/or 1200. By signature on this Agreement, the County verifies that neither it, nor its agents or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any federal department or agency as reflected in the System for Award Management (SAM). Exec. Orders No. 12549 and 12689; 2 C.F.R. § 200.213.
2. **System for Award Management.** The County has registered with the System for Award Management (<http://www.sam.gov>), which provides a Unique Entity Identifier (SAM). The County shall maintain such registration at all times during which it has active federal awards.
3. **Buy America Compliance.** The Parties agree to comply with the Buy America requirements of 23 CFR § 635.410, as applicable, when purchasing items using Federal funds under this Agreement. Buy America requires the Parties to purchase only steel and iron produced in the United States, unless a waiver has been granted by FHWA or the product is subject to a general waiver. Costs for applicable materials which are not certified either compliant or under waiver will not be reimbursed. Buy America requirements apply to all contractors/subcontractors and should be incorporated through appropriate contract provisions as needed.
4. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) or enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems

produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

5. **Anti-Lobbying.** If the total value of this Agreement exceeds one hundred thousand dollars (\$100,000.00), a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as **Federal Anti-Lobbying Certification Attachment** to this Agreement and be attached and made a part of this Agreement. Such certification must state the recipient or subrecipient of a federal grant will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. 2 C.F.R. § Pt. 200, App. II.
6. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the County agrees to the following provisions:
 - (a) **Audit.** It is the policy of the Secretary to make any final payments to the County for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. § 200.500, *et seq.* require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. § 200.500, *et seq.*
 - (b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the County’s most recent Single or Program Specific Audit Report “(Audit Report)” available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The County, by executing this Agreement, acknowledge the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree once the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The County agrees to refund payment made by the Secretary to the County for items subsequently found to be not eligible for reimbursement by audit.
 - (c) **Agency Audit.** The Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the County will participate and cooperate in the audit and shall make its records and

books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If the audit reveals payments have been made with federal funds by the County for items considered Non-Participating Costs, the County shall promptly reimburse the Secretary for such items upon notification by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans are by this reference made a part of this Agreement as if set forth in their entirety herein.
2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:
 - (a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the County the manner in which traffic is to be handled during Construction. If revisions to the traffic handling plan are proposed during the progress of Construction, the County and the Secretary shall approve such revisions before they become effective.
 - (b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the Manual on Uniform Traffic Control Devices (MUTCD) as adopted by the Secretary.
3. **Civil Rights Act.** The **Civil Rights Act Attachment**, pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
4. **Contractual Provisions.** The provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached hereto, are incorporated into and made a part of this Agreement.
5. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
6. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office.
7. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
9. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

Agreement No. 801-23
Project No. KA-5565-01
Bureau of Traffic Engineering

The signature page immediately follows this paragraph.

Attachment: KA-5565-01 Project Authorization Agreement (Riley County) (801-23).final (002) (15017 : KDOT Turn Back Agreements)

Agreement No. 801-23
 Project No. KA-5565-01
 Bureau of Traffic Engineering

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

RILEY COUNTY, KANSAS

 COUNTY CLERK (Date)

(SEAL)

 COMMISSIONER (Date)

 COMMISSIONER (Date)

 COMMISSIONER (Date)

Attachment: KA-5565-01 Project Authorization Agreement (Riley County) (801-23).final (002) (15017 : KDOT Turn Back Agreements)

Agreement No. 801-23
Project No. KA-5565-01
Bureau of Traffic Engineering

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Approved as to form:

INDEX OF ATTACHMENTS

1. Exhibit 1: Transfer of Ownership
2. Exhibit 2: Lighting Plan
3. Civil Rights Act Attachment
4. Contractual Provisions Attachment (Form DA-146a)
5. Federal Anti-Lobbying Certification Attachment

Attachment: KA-5565-01 Project Authorization Agreement (Riley County) (801-23).final (002) (15017 : KDOT Turn Back Agreements)

Exhibit 1 Transfer of Ownership

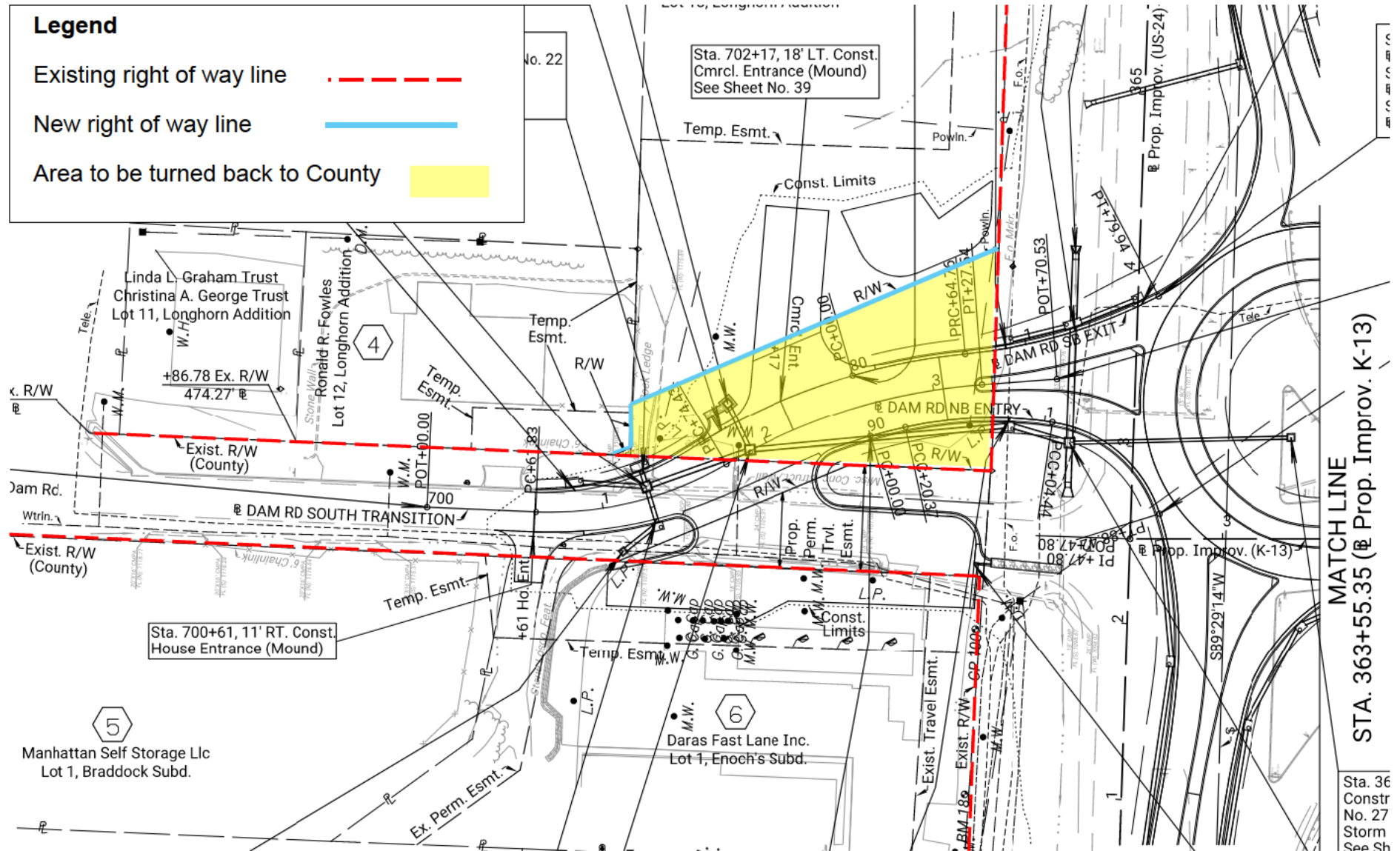
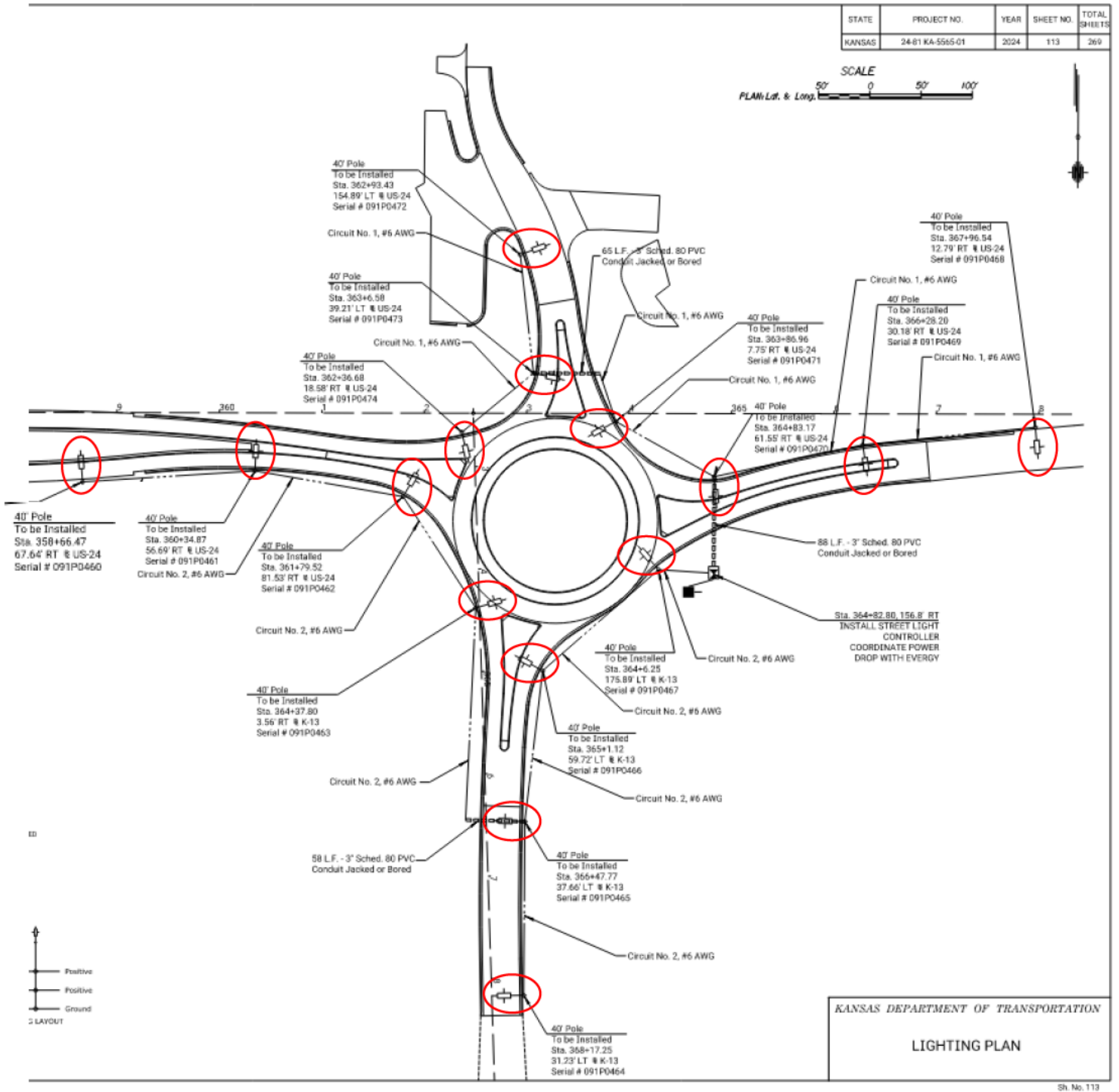


Exhibit 2: Streetlight Locations



Attachment: KA-5565-01 Project Authorization Agreement (Riley County) (801-23).final (002) (15017 : KDOT Turn Back Agreements)

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

State of Kansas
 Department of Administration DA-146a
 (Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State 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 agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Federal Funds Lobbying Certification Attachment Required Contract Provision

Definitions

1. **Designated Entity:** An officer or employee of any agency, a Member of Congress or any state legislature, an officer or employee of Congress or any state legislature, or an employee of a Member of Congress or any state legislature
2. **Federal Grant:** An award of financial assistance by the Federal government (Federal Aid Highway Program is considered a grant program)
3. **Influencing (or attempt):** Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant
4. **Person:** An individual, corporation, company, association, authority, firm, partnership, society, state or local government
5. **Recipient:** All contractors, subcontractors or subgrantees, at any tier, of the recipient of fund received in connection with a Federal grant.

Explanation

As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of \$100,000.00. Submission of this Certification is required for participation in this Project by Federal Law. For each failure to file, a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401, "Disclosure of Lobbying Activities", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Design.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this Certification states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this Certification submitted in regard to this Agreement.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this Agreement, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

(Date)

By: _____



PUBLIC WORKS
Agreement

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

COMMISSION AGENDA REPORT

FROM: John Ellermann, Public Works Director

MEETING: September 5, 2024

SUBJECT: Court House Plaza East Window Replacement Project

PRESENTER: John Ellermann

BACKGROUND

At their July 29, 2024 meeting the Board approved a project to replace the windows of the Court House Plaza East Building. With the approval the Board agreed to hire Baker McMillan Architects PA to put together specifications and bid documents for the project. Attached is the agreement with Baker McMillan Architects.

DISCUSSION

The project scope consists of specifications, bid documents, and construction observation/contract administration, etc., to replace all of the exterior windows on the 1st thru 3rd floors with new double hung windows with screens to match the windows installed with the 4th floor remodel. The documents will include an optional glazing alternate for the 1st floor windows. The project will also include the replacement of the 2nd floor fire escape access door.

FISCAL IMPACT

Fiscal impact is \$37,475.00 for architect fees to be paid for from an approved CIP.

RECOMMENDATION(S)

I recommend approval of the agreement with Baker McMillan Architects PA for \$37,475.00.

POSSIBLE MOTION (S)

Move to approve the agreement with Baker McMillan Architects PA for the Court House Plaza East Window Replacement Project.

Move to deny the agreement with Baker McMillan Architects PA for the Court House Plaza East Window Replacement Project.

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- AIA Document B105-2017 with county attachment proposal letter rate schedule (PDF)



AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____
in the year *Two Thousand Twenty Four*
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Riley County Commission

115 North 4th St.

Manhattan, KS 66502

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Baker McMillan Architects PA

555 Poyntz Ave. Ste. 295

Manhattan, KS 66502

for the following Project:
(Name, location and detailed description)

Window Replacement for the Riley County Office Building Plaza East

115 North 4th Street

Manhattan, KS 66502

The scope of work is described in the attached proposal dated 7/11/2024.

The project entails replacement of all exterior windows on first, second and third floors with new aluminum double hung windows with screens to match units installed on fourth floor plus replacement of the second floor fire escape access door. First floor windows will provide for an optional glazing alternate per owner approval.

The Owner and Architect agree as follows.

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Attachment: AIA Document B105-2017 with county attachment proposal letter rate schedule (15013 : CPE Window Replacement Project)

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Hoover Consulting: Cost Estimating

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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Attachment: AIA Document B105-2017 with county attachment proposal letter rate schedule (15013 : CPE Window Replacement Project)

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Thirty Seven Thousand Four Hundred Seventy Five & 00/100 (\$37,475.00) for basic services.

The Owner shall pay the Architect an initial payment of *no* (\$ *-0-*) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus percent (*-0-* %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid *thirty one* (*31*) days after the invoice date shall bear interest from the date payment is due at the rate of _____ percent (_____ %) _____, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article I for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article I; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article I services beyond *ten* (*10*) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

Billing rates and reimbursable expense listing is attached as is the Riley County Contractual Provisions attachment.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Riley County Commission, Chair

(Printed name and title)

ARCHITECT (Signature)

Garric Baker AIA, Secretary

(Printed name, title, and license number, if required)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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BAKER | McMILLAN ARCHITECTS

555 Poyntz Avenue | Suite 295
Manhattan, KS 66502
(P) 785.776.1011

332 West 7th Street | Suite A
Junction City, KS 66441
(P) 785.238.5678

July 10, 2024 (revised 8.30.2024)

Mr. John Ellermann, Director
Riley County Public Works Department
6215 Tuttle Creek Blvd.
Manhattan, KS 66503

Re: Riley County Office Building East Window Replacement

Project No.: Pending

John:

Thank you for the opportunity to provide this letter of proposed services for the window replacement at the Riley County Office Building East *to include the second floor fire escape access door and an alternate for optional glazing at first floor windows.*

The architectural scope of services to be provided include:

- Reviewing existing documentation on file that was completed in c. 2010 during a previous inquiry to confirm existing conditions are consistent with our records.
- On-site documentation and photography of current conditions that were not originally taken to include interior conditions.
- Review with you and others as required for confirmation
- Notify the Kansas State Historic Preservation Office (SHPO)/ local historic review board as necessary.
- Coordinate with window vendor to match recently installed units in the 4th floor, to include sill, lintel, jamb and trim modifications necessary.
- Complete construction documents, specifications and coordinate with you and others as required for review during preparation and issuance to the city of Manhattan for review as required.
- Conduct bidding processes, assist with receipt of bids and review in order to make a recommendation to Public Works and the County Commission for possible award.
- Conduct construction observation/contract administration over a projected 4-5 month period through closeout to include shop drawing review, regular site visits, coordination with SHPO as necessary, review of contractor payment requests, issue field reports and meeting minutes etc. and complete close out documentation.
- Cost estimating provided by a third-party contractor as the basis of the associated costs to for the project.

Based upon this scope of work, we propose to bill hourly at the attached rates not to exceed \$37,475.00. Should this be acceptable we will draft a contract for review and acceptance.

If you have questions, please contact us. We appreciate the opportunity to provide this proposal.

Sincerely,



Bruce McMillan, AIA
Attachments: Hourly Rates

BAKER | McMILLAN ARCHITECTS

555 Poyntz Avenue | Suite 295 332 West 7th Street | Suite A
 Manhattan, KS 66502 Junction City, KS 66441
 (P) 785.776.1011 (P) 785.238.5678

As a matter of public record, our 2024 published hourly rates and reimbursable expenses are provided for information purposes and are updated annually on January 1st based upon information provided by our Consultants and Vendors.

Principal	\$175.00/hour
Associate Architect	\$130.00/hour
Staff Architect	\$100.00/hour
Drafting	\$65.00/hour
Office Administration	\$70.00/hour
Structural Engineer	\$170.00/hour
MEP Engineer	\$185.00/hour
Civil Engineer	\$190.00/hour
Interior Designer	\$130.00/hour
Landscape Architect	\$135.00/hour
Other Consultants	Billed as Reimbursable Expenses

Reimbursable Expenses:

Mileage	\$0.655/mile
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Attachment to "Contract" Between Riley County (hereinafter "County"), and
Baker McMillan Architects PA (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 12-15-2017.

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 documents 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 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 comts. In the event an action or 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 Laws.** 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, the 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 this paragraph shall not cause 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 the 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



EMS/AMBULANCE
Personnel

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

COMMISSION AGENDA REPORT

FROM: David Adams, EMS/Ambulance Director

MEETING: September 5, 2024

SUBJECT: Request To Fill Open Position

PRESENTER: David Adams, EMS/Ambulance Director

BACKGROUND

This is a request to fill an open full time Paramedic position within the EMS/Ambulance department.

DISCUSSION

This is a budgeted full time Paramedic position which was recently vacated. This position provides direct patient care and is assigned to an ambulance and is also responsible for working event standbys.

I anticipate interest from a current PRN (as needed) Paramedic to fill this position full time.

FISCAL IMPACT

This is a budgeted position with no adverse effects to our budget. Failure to fill this opening will result in increased overtime costs as this position must be staffed when assigned to a shift.

RECOMMENDATION(S)

Staff recommend approval to fill this position.

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:

- EMS Paramedic Position Description (PDF)
- 2024-09 EMS Paramedic PAF (DOCX)

RILEY COUNTY, KANSAS POSITION DESCRIPTION

Job Title:	Paramedic – Full Time	
Department:	EMS/Ambulance Services	
Reports To:	EMS Station Captain	
Pay Range:	Paramedic	Status: Full Time
FLSA Status:	Non-Exempt	

POSITION SUMMARY: The Paramedic will lead and provide direct patient care within their scope of practice independently and in support of their partner in the pre-hospital, and inter-facility transfer settings. The employee will participate in the care and maintenance of facilities, equipment, and ambulances. The employee must be able to work independently, prioritize multiple tasks and maintain a high level of patient/customer satisfaction. EMS works 12/24/36 hour shift structures.

ESSENTIAL FUNCTIONS:

- Proficiently performs skills within the scope of practice of a Paramedic in a compassionate and caring manner.
- Proficiently performs ALS skills including advanced airway management, IV/IO insertion, medication administration, 4-Lead and 12-lead EKG placement and interpretation, defibrillation and pacing, chest decompression. This list is not all inclusive.
- Leads, anticipates, and reacts to partner's needs in support of patient care
- Works independently, multi-tasks and manages a multi-casualty scene
- Maintains professional image and promotes professional relationships among EMS, health care and other public service personnel and encourages communication at all levels.
- Documents accurately and timely the electronic medical record
- Participates in routine shift duties (daily, weekly, and monthly activities)
- Is available for event standby time per guidelines.

SECONDARY FUNCTIONS:

- Maintains positive and professional relationship with local emergency service providers, hospital staff, physicians, and other community shareholders.
- Performs other duties as assigned.

POSITION REQUIREMENTS:

Education: High School diploma or equivalent required

Certificate(s)/License(s):

- Kansas Certified Paramedic required.
- Advanced Cardiac Life Support credentialed from the American Heart Association within 6 Months of hire.
- BLS Provider credentialed from the American Heart Association, or Riley County EMS credentialed within 6 months upon hire.
- Valid Kansas Driver's License History of minimal violations. Satisfactory Motor Vehicle Record and insurability also required.

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Attachment: EMS Paramedic Position Description (15018 : Request To Fill Open Position)

One or more of the following:

- Pediatric Advanced Life Support or Emergency Pediatric Care within 6 months of hire date or closest offered date of hire date.
- Advanced Medical Life Support required within 6 months of hire Successfully completed RCEMS credentialing program.

Skills: Ability to appraise emergency medical services and making appropriate decisions that could affect the population of the county. Ability to understand complex oral and written instruction, ability to speak and write effectively, and ability to give clear, concise instruction orally and in writing. Must demonstrate compassion and professionalism and have the ability to inspire and motivate others along with the emotional intelligence to provide care during emotionally stressful situations. Must be able to assess patient needs and possess quality psychomotor skills.

Supervisory Controls: Duties are performed regularly exercising discretion and independent judgment. Uses initiative in carrying out recurring assignments based on policy and Standard Operating Guidelines as defined by the director. EMS Officers review regular work assignments and give direction for task completion EMS Director/Assistant Director provide general direction and review progress towards goal completion.

Supervisory Responsibility: None

Guidelines: Federal, State, and County laws and regulations are the basic written guidelines. Established principles of emergency medical services and written emergency plans are guiding documents. EMS/Ambulance Director (or designee) provides guidelines and general direction. Guidelines may be provided orally or in writing. Other guides are available but the use of these require extensive training, previous experience, and good judgment to interpret and adapt to a variety of specific situations.

Complexity: This position makes decisions which involve the assessment of unusual circumstances, variations in approach, the use of incomplete and/or conflicting data. This position requires the employee to routinely exercise independent judgement and make careful interpretations of more technical and complicated guidelines. Meeting and dealing with many individuals of varying interests and levels of responsibility creates complexities of a high degree. These encounters often involve concepts, theories, or programs with undefined issues and elements.

Scope and Effect of Work: This position is responsible for making sound decisions that limit the County's liability exposure, improve public relations and enhance the County's professional image. If errors are made, the County's image is affected, accountability is lost, operations and projects are slowed or failed, services are not well provided and people's life's are affected and/or threatened.

Personal Contacts: Many contacts are involved. These include local, state and federal officials both within the emergency medical/ambulance services and in other agencies, volunteers, emergency medical victims, news media, contractors, and private citizens. Contacts may be initiated by the EMS/Ambulance Director, by other officials, or by members of the public. They may be groups or

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individuals and may be scheduled in advance or impromptu at the workplace, other offices, the homes of citizens, or other locations throughout the County or State.

Purpose of Contacts: To exchange information; to receive instructions and to coordinate work scheduling; to receive requests for service; to instruct or train others; and to ensure the effective performance of tasks by others.

Physical Demand/Effort: The physical demands described are representative of those required met to successfully perform the essential functions of this job.

Occasionally required to sit in a stationary position. Frequently heavy physical demands when working the clinical area. The employee occasionally lifts/pushes/pulls 50+lbs, frequently lifts up of 25-50lbs and constant lift of up to 25lbs. Frequently performs activities that require stooping, bending, and reaching, squatting, balancing, and trunk twisting throughout the shift. Frequently communicate verbally and in written form. Required to have good visual, auditory and color determination. Will include high stress situations and several activities simultaneously

Work Environment/Conditions: The work environment characteristics described here are representative of those encountered 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 blood, body fluids, fumes, or airborne particles, and sharp objects potentially contaminated with blood borne pathogens or other infectious agents. The noise level in the work environment is usually moderate. Working environment may quickly change from an office setting to an indoor acute care clinical setting or to an uncontrolled, unpredictable pre-hospital setting. May be exposed to extreme heat or cold environment, wet or slippery surfaces. May be exposed to patients with communicable diseases. Wears personal protective equipment as needed.

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.

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

- Submitted by David Adams on 09/03/2024 at 10:17 AM
- Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template EMS/Ambulance Paramedic [EMSPAR]	Work Location Health Department/EMS
Job ID 2701580	Salary \$20.98- \$22.80	Supervisor Position No
Pay Grade Paramedic [Paramedic]	EEO Class Technicians [3]	Workers Compensation 7705 [7705]
Cost Center 1 County General [1]	Cost Center 2 EMS/Ambulance [20]	Cost Center 3 --
1 Job Slot EMS PAR-1		

Supervisor: Josh Gering

Department Head: David Adams

☒ No changes to Position or Budget

☒ Budgeted

☐ New request for budget (details attached)

☒ Position Description attached

☐ New or updated position description

Total annual hours: 3160

Salary: \$84,360

Budget for Benefits: \$ 33,322

Total proposed annual budget: \$117,682

Additional Position Comments: _____

BoCC Chair

BoCC Member

BoCC Member

Date: _____

Date: _____

Date: _____