



**Board of Riley County
Commissioners
Regular Meeting
Agenda
September 30, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Big Lakes Development Center Letter of Support
4. Big Lakes Developmental Center 2022 Budget-Agreement for Services-Appropriation of funds
5. Riley County Shared Leave Request Form

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Sep 27, 2021 8:30 AM

Review Tentative Agenda

7. Tentative Agenda

Press Conference Topics

8. Discuss Press Conference

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

9. Administrative Work Session
10. Witt O'Brien's LLC Professional Services Agreement
11. Approval in Principle of a License Agreement to be Signed by the Flint Hills Wellness Coalition; Permission from BOCC to Proceed with Pouring Slab of Concrete at Riley County Health Department Family and Child Resource Center
12. Approve Final Contract Documents for Countywide Upgrade of Emergency Radio Communications System

9:20 AM

John Ellermann, Public Works Director/County Engineer

- 13. KDOT Local Road Safety Plan
- 14. Request to fill an open Equipment Operator II Position

9:50 AM Craig Cox, Deputy County Counselor

- 15. Alter Thomas Wiard Road Right-of-Way and Vacate a Portion of Thomas Wiard Road

10:05 AM Julie Gibbs, Health Department Director

- 16. Riley County Health Department request to fill a position

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

- 17. Executive session to discuss confidential legal advice regarding potential litigation issues

Adjournment

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



COUNTY CLERK & ELECTIONS
Letter of Support

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

COMMISSION AGENDA REPORT

FROM: Lori Feldkamp, Big Lakes Development Center President & CEO

MEETING: September 30, 2021

SUBJECT: Big Lakes Development Center Letter of Support

PRESENTER: Lori Feldkamp, President & CEO

Lori Feldkamp requests the Commission's support for the grant by signing this letter.

Move to sign a letter of support for Big Lakes Developmental Center, Inc. for a KDOT Application for Transportation Assistance Project for July 1, 2022 - June 30, 2023.

Enclosures:

- L-KDOT Grant.Riley (PDF)

Date

To Whom It May Concern:

The purpose of this letter is to support the request of Big Lakes Developmental Center, Inc. for a KDOT Application for a \$10,000 operating grant for Transportation Assistance and a replacement accessible bus for July 1, 2022 – June 30, 2023.

All studies in our area have found that transportation is high on the list of needs for our citizens that are intellectual/developmentally disabled.

We strongly urge you to approve this grant.

Sincerely,

Commissioner

Commissioner

Commissioner

Attachment: L-KDOT Grant.Riley (11148 : Big Lakes Developmental Center Letter of Support)



COUNTY CLERK & ELECTIONS
Budget

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

COMMISSION AGENDA REPORT

FROM: Tami Robison, Budget & Finance Officer

MEETING: September 30, 2021

SUBJECT: Big Lakes Developmental Center 2022 Budget-Agreement for Services-Appropriation of funds

PRESENTER: Lori Feldkamp, President & CEO

Approval request of 2022 Budget-Agreement of Services-Appropriation of funds.

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:

- Big Lakes - Agreement for Services (PDF)

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS, hereinafter called Commissioners, and BIG LAKES DEVELOPMENTAL CENTER, INC., hereinafter called BLDC, INC.

WITNESSETH:

WHEREAS, the Commissioners are desirous of providing services for the intellectual/developmentally disabled residents of RILEY County and have determined to contract with a nonprofit corporation for such services for the intellectually/developmentally disabled residents of said county, and

WHEREAS, BLDC, Inc., is a nonprofit corporation, licensed and approved by the Kansas Department of Aging and Disability Services K.S.A.2018 Supp. 19-4001 et. seq., and

WHEREAS, the Commissioners hereby contract for services for the intellectual/developmentally disabled residents of said county with BLDC, Inc., and BLDC, Inc., agrees to supply said services upon the following terms and conditions, to wit:

1. Term: The term of this agreement shall be for one (1) year commencing January 1, 2022, and ending December 31, 2022.
2. Consideration: The Commissioners agree to provide the appropriation granted for 2022 of \$217,260. The Board of Directors of BLDC, Inc. are authorized to receive and expend such monies primarily to provide transportation to and from such services for the intellectual/developmentally disabled for said county.
3. Services: The Commissioners shall evaluate and purchase services from BLDC, Inc., for the intellectual/developmentally residents of RILEY County, Kansas, at established centers of BLDC, Inc., and at such other places and for such programs as BLDC, Inc., may hereinafter determined, including all such services which are currently being provided by BLDC, Inc., and such additional services as are made available within the period of this agreement.
4. Reports: BLDC, Inc., shall, upon termination of this agreement, provide the commissioners with an annual report. The Board of Directors of BLDC, Inc., shall report to the Kansas Department for Aging and Disability Services in such form as may be required on its activities for the intellectual/developmentally disabled.
5. Charges: BLDC, Inc., further agrees that it may not deny transportation services to anyone because of inability to pay for the same, but that BLDC, Inc., may establish a schedule of charges for services to those who are financially able to pay for such services.

It is agreed and understood by and between the parties that this agreement is made and entered into pursuant to and in accordance with the provisions of K.S.A. 2018 Supp. 19-4001 et. seq.

WITNESS our hands the day and year first above written.

COMMISSIONERS:

BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS

BIG LAKES DEVELOPMENTAL CENTER, INC.



By _____

Attachment: Big Lakes - Agreement for Services (11149 : Big Lakes Developmental Center 2022 Budget)



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resource Manager
MEETING: September 30, 2021
SUBJECT: Riley County Shared Leave Request Form
PRESENTER: Elizabeth Ward, Human Resource Manager

POSSIBLE MOTION(S)

Move to approve the Riley County Shared Leave Request Form.

Enclosures:



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

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. National Community Planning Month proclamation

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

2. Administrative Work Session

9:20 AM

Break

9:30 AM

Press Conference

3. Presentation of retirement plaque to Cathy Willard - John Ford (2-3 minutes)
4. RCPD update - Captain Greg Steere (3-5 minutes)
5. Downtown Manhattan update - Gina Scroggs (3-5 minutes)
6. National Community Planning Month Proclamation - John Ford and Amanda Smeller (3 minutes)

10:00 AM

Russel Stukey, Emergency Management Director

7. Staff update

10:15 AM

Chuck Sexton, Flint Hills Veterans Coalition

8. Flint Hills Veterans Coalition update

Attachment: 10-04-21 tentative agenda (10499 : Tentative Agenda)

10:30 AM**Amanda Smeller, Planning/Special Projects Director**

9. Work session on the proposed Riley County Land Development Regulations

Adjournment

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

Attachment: 10-04-21 tentative agenda (10499 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
October 07, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

1. Approve payroll/accounts payables (when completed)

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Amanda Smeller, Planning/Special Projects Director

2. Code of Conduct

9:15 AM

Michael Boller, Noxious Weed Director

3. Staff update

9:30 AM

Greg McHenry, Appraiser

4. Staff update

9:55 AM

Break

10:00 AM

Amanda Smeller, Planning/Special Projects Director

5. Staff update
6. Resolution establishing a Riley County Rural Economic Development Advisory Board

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

7. Administrative Work Session

Attachment: 10-07-21 tentative agenda (10499 : Tentative Agenda)

10:30 AM Ron Fehr, Manhattan City Manager

8. Manhattan City General Update

Adjournment

Announcement

County Office will be closed Monday, October 11th due to Employee Training Day.

The Board of County Commissioners will not be in session on Monday, October 11th.

A commissioner will be on In Focus live at 9:05 a.m. Tuesday, October 12, 2021 (JF).

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: 10-07-21 tentative agenda (10499 : Tentative Agenda)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Agreement

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

COMMISSION AGENDA REPORT

FROM: Clancy Holeman, County Counselor

MEETING: September 30, 2021

SUBJECT: Witt O'Brien's LLC Professional Services Agreement

PRESENTER: Clancy Holeman

BACKGROUND

Presented for the Board's review and approval today is a "Professional Services Agreement" between Riley County and Witt O'Brien's LLC (hereinafter "WOB"). WOB is the same consulting firm Riley County worked with successfully for distribution of the "CARES" federal dollars in 2020, to address the COVID-19 pandemic. The focus of that federal transfer was to provide economic support to businesses.

DISCUSSION

Now Riley County has been transferred federal dollars for distribution under a different statutory scheme, the American Rescue Plan Act ("ARPA"), again to address the COVID-19 pandemic. But this transfer to local (and state) governments is intended to address infrastructure needs of communities.

The staff committee which worked with WOB during the CARES fund distributions developed an excellent working relationship with the firm. WOB's assistance in those distributions was valuable. We believe the firm's assistance to Riley County with the ARPA distributions will be equally valuable.

FISCAL IMPACT

This agreement is for a 1-year term with two 1-year options for renewal. The amount is not to exceed \$150,000 through that 1 year. (See "Appendix B" on the attached "Professional Services Agreement.")

RECOMMENDATION(S)

I recommend the Board authorize the Chairman to sign the "Professional Services Agreement."
It is the product of contract negotiations between the parties.

POSSIBLE MOTION(S)

- A. "I move the Board authorize the Chairman to sign the Agreement as presented."
- B. "I move the Board authorize the Chairman to sign the Agreement with the following changes... ."
- C. "I move the Board not authorize the Chairman to sign the Agreement."

Enclosures:

- 20210927_Riley County KS_WOB_Professional Service Agreement_PS(PDF)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") effective as of 30th day of September, 2021 ("Effective Date") is entered into by and between:

Board of County Commissioners of Riley County, Kansas ("Client"), the Governing Body of Riley, County, Kanas, with offices at 110 Courthouse Plaza, Manhattan, Kansas, 66502; and,

Witt O'Brien's, LLC ("Consultant"), a Delaware limited liability company, having an office at 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 USA.

For purposes of this Agreement, Client and Consultant may be referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, Consultant is in the business of providing certain consulting services, and is willing to provide such services to Client;

WHEREAS, Client desires to utilize Consultant's services as provided for herein; and,

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

1. Recitals. The above-referenced recitals are true and correct, and are incorporated herein.

2. Scope of Work. The Services shall be requested by issuing a Notice to Proceed via email to be mutually agreed in writing by the Parties (the "NTP") or task orders executed by both Parties (the "Task Order"), in the form substantially similar to the template attached hereto as Appendix D. All NTPs and Task Orders are incorporated herein by reference. Consultant shall perform the services in the Agreement by working with Client's assigned staff committee to assure that all of Client's distribution of funds provided Client under the American Rescue Plan Act (ARPA) comply with all applicable federal statutory and administrative requirements, and that all contracts executed by Client for authorized projects funded by such ARPA distributions, comply with all applicable federal statutory and administrative requirements.

3. Period of Performance. The initial period of this Agreement shall be for one (1) year from its effective date, unless earlier terminated in accordance with this Agreement. Thereafter, this Agreement shall automatically renew on its expiration date for one (1) year successive periods until terminated by either party in accordance with this Agreement. Client's right to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Client shall at all times stay in conformity with such laws. As a condition of this Agreement, since it may extend beyond one year, it shall be interpreted by the parties to provide Client the sole option to renew this Agreement before the end of each one year term.

4. Fees. In consideration of Services performed hereunder, Client shall pay Consultant in accordance with Appendix B, which is incorporated into and forms part of this Agreement. Payment terms for the Agreement shall be in accordance with Section 12 of this Agreement.

5. Consultant's Responsibilities. Consultant shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

6. Client's Responsibilities. Client shall make timely payments in accordance with the terms and conditions of this Agreement. Client shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. To the extent

Client has access to information relating to the Services to be performed, Client shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such Information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment (Hazardous Waste). Consultant shall be entitled to rely upon the Information provided by the Client or the Client's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

7. Commencement and Completion of the Services. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

8. Confidential Information. Confidential or confidential information ("Confidential Information") disclosed by either Party under this Agreement shall be clearly labeled and identified as Confidential Information by the disclosing party at the time of disclosure. When concurrent written identification of Confidential Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter. Confidential Information shall not be disclosed to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services. Neither Party shall be liable for disclosure or use of Confidential Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order. Each Party shall return all Confidential Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each Party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section 8.

9. Deliverables. Upon payment in full for the Services, and unless otherwise agreed to by the Parties, the Deliverables, when applicable shall be the property of the Client. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of the Client. Client shall be solely responsible for any disclosure of the Deliverables, which may be required by law and agrees to indemnify and hold Consultant harmless for any loss, liability, or claim resulting from Client's failure to make such disclosure and indemnify Consultant consistent with the terms of Section 10 of this Agreement. Where applicable law requires immediate disclosure of the Deliverables by the Consultant, Consultant shall give prior notice to Client. At Client's request, Consultant shall assist the Client in making such disclosures as may be required by law.

Notwithstanding anything to the contrary, it is understood and acknowledged that in its normal course of business Consultant and/or its third parties may use materials, products, methodologies, and the like which may be confidential, trade secret, or proprietary to Consultant and/or its third parties, and all rights to such information, including intellectual property rights, shall be and remain the property of Consultant and/or its third party regardless of when such information is or was developed; and Client shall have no nor shall it obtain any right thereto.

10. LIABILITY AND INDEMNIFICATION

10.1 CONSULTANT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY LAW, CONSULTANT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CLIENT, FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CONSULTANT WHETHER OWNED OR LEASED BY CONSULTANT; AND

(b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON EMPLOYED BY CONSULTANT;

ARISING FROM OR RELATING TO CONSULTANT'S PERFORMANCE OF THE AGREEMENT.

10.2 CLIENT PEOPLE AND PROPERTY. TO THE EXTENT PERMITTED BY LAW, CLIENT WILL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS CONSULTANT FROM AND AGAINST ANY CLAIMS, LOSSES, DAMAGES, COSTS (INCLUDING LEGAL FEES), EXPENSES AND LIABILITIES IN RESPECT OF:

(a) LOSS OF OR DAMAGE TO THE PROPERTY OF CLIENT WHETHER OWNED OR LEASED BY CLIENT; AND

(b) PERSONAL INJURY, INCLUDING DEATH OR DISEASE, TO ANY PERSON EMPLOYED BY CLIENT; ARISING FROM OR RELATING TO THE CLIENT'S ACTIONS IN CONNECTION WITH THE AGREEMENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR FRAUD.

10.3 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND. EXCEPT FOR INDEMNITY OBLIGATIONS AND CLAIMS ARISING FROM BREACH OF CONFIDENTIALITY, EACH PARTY'S LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT.

10.4 APPLICATION OF INDEMNITIES AND LIMITATIONS OF LIABILITY. ALL INDEMNITIES AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT SHALL APPLY IRRESPECTIVE OF CAUSE AND NOTWITHSTANDING ANY NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE, PASSIVE OR GROSS), BREACH OF DUTY (WHETHER STATUTORY, CONTRACTUAL OR OTHERWISE) OR OTHER FAULT OR STRICT LIABILITY OF ANY PARTY (INCLUDING ANY INDEMNIFIED PARTY), AND SHALL APPLY IRRESPECTIVE OF ANY CLAIM IN TORT, UNDER CONTRACT OR OTHERWISE AT LAW. NOTWITHSTANDING ANY FOREGOING LANGUAGE WITHIN SECTION 10 AND ITS SUBSECTIONS OF THIS AGREEMENT, CLIENT WAIVES NO DEFENSE, IMMUNITY OR LIMITATION OF LIABILITY OTHERWISE AVAILABLE TO CLIENT UNDER THE TERMS OF THE KANSAS TORT CLAIMS ACT OR OTHER APPLICABLE LAW.

11. Acceptance. Client shall have five (5) days from the date each deliverable is made to Client to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by Client, shall be deemed accepted.

12. Payment Terms. Invoices will be submitted to: Riley County Kansas, County Clerk's Office, ATTN: Tami Robison, 110 Courthouse Plaza, Manhattan KS 66502 or emailed to trobison@rileycountyks.gov and may be submitted every 15 days, or in the alternative every 30 days, and payment is due net 45 days after receipt of such invoice. Invoices for out of pocket expenses may be submitted every 15 days and payment is due net 45 days after receipt of the invoice. Timely payment is a material part of the consideration for the performance of the Services. Invoices are considered accepted by Client unless a written notice explaining rejection of specific charges is provided to Consultant within ten (10) days from date submitted. In the event that payment has not been made in accordance with the terms of this Agreement, in addition to any other remedy, which Consultant may have under law or equity, Consultant may stop work immediately, without further duty, obligation, and/or liability.

13. Currency of Payment. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US

and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

14. Health & Safety. Client shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities.

15. Conflict of Interest. The Client acknowledges that the Consultant provides similar services for a broad range of other clients and agrees that Consultant shall be free to work for other clients in matters that do not involve the use of any Confidential Information that has been disclosed by the Client under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to the Client under this Agreement.

16. Force Majeure. Neither Party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable control of the claiming party. Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment may be made to the price and/or schedule of the Services.

17. Notice. Any notice given by either Party shall be in writing and shall be given by email with delivery confirmation and registered or certified mail, return receipt requested, postage prepaid, or Federal Express or DHL courier, shipped prepaid, addressed to the Parties at the addresses herein designated for each Party or at such other addresses as they may hereafter designate in writing.

To: Riley County	Witt O'Brien's, LLC
Attention: Tami Robison Address: County Clerk's Office 110 Courthouse Plaza, Manhattan, KS 66502 Phone: 785-537-6359 Email: trobison@rileycountyks.gov With a copy to: Riley County Counselor 115 N. 4 th St., 3d Floor West Manhattan, Kansas 66502 Email: choleman@rileycountyks.gov Rich Vargo, Riley County Clerk 110 Courthouse Plaza Manhattan, KS 66502 Email: rvargo@rileycountyks.gov	Attention: Director of Contracts & Compliance 818 Town & Country Blvd., Suite 200 Houston, Texas 77024 USA Phone: +1 (281) 320-9796 Alternate Phone: +1 281-606-4721 contractrequests@wittobriens.com with a copy to cjoiner@wittobriens.com For Legal Notices, a copy shall be provided to: Witt O'Brien's, LLC Attention: Legal Counsel 2200 Eller Drive Fort Lauderdale, Florida 33316 USA Email: blong@ckor.com with a copy to cjoiner@wittobriens.com

18. Changed Conditions. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of the Services to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either Party under this Agreement, shall constitute a materially different site condition entitling the Consultant to request an equitable adjustment in the contract price, time of performance, or both, as appropriate.

If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

19. Changes to the Services. The Client may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

20. Third Party Litigation. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) is commenced by a third party, involving the Services performed by Consultant, Consultant shall furnish, if compelled by law or upon the reasonable request of Client, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto).

21. Consultant's Personnel. At any time during the Term, Client may, in its sole and reasonable discretion, ask Consultant to replace particular employees, contractors, agents or other personnel performing Services on Consultant's behalf (collectively, "Personnel"). Upon receipt of such notification, Consultant shall immediately terminate such Personnel's performance of the Services and submit to Client, for Client's consent, which consent shall not be unreasonably withheld, the name and credentials of each individual whom Consultant suggests as a replacement for the individual so terminated. Upon receipt of notification from Client of the acceptability of such proposed replacement, Consultant shall cause such replacement immediately to commence the performance of the Services, or the applicable portion thereof.

22. Independent Contractor. Consultant is an independent contractor and shall not be deemed to be an employee or agent of the Client. Client shall not be deemed a joint employer of the other Party's employees. Consultant shall indemnify and hold Client harmless against all liability and loss resulting from i) claims made by the Consultant's employees that they are co-employed by Client, ii) Consultant's failure to pay wages to its employees, and iii) Consultants' failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

23. Non-Solicitation of Employees. Neither Party shall solicit for employment or hire the employees of the other party with the knowledge that such employee was involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

24. Nonwaiver. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

25. Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

26. Assignment/Subcontracts. Neither Party may assign this Agreement without the written advance consent of the other Party, which shall not unreasonably be withheld; provided, however, that Consultant may assign this Agreement in connection with a sale of all or substantially all of its assets without Client's consent, or to a parent, subsidiary, or affiliate. In the event of any such sale, Consultant shall reasonably cooperate with Client in assuring the provision of all services under this Agreement are not disrupted before, during and after such sale. After such sale, Consultant shall reasonably cooperate with Client in providing any documents or information necessary to establish any prior payments made by Client to Consultant under this Agreement.

27. Drafting party. Each Party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both Parties.

28. Governing Law. The validity, enforceability and interpretation of this Agreement shall be determined and governed by the substantive laws of the State of Kansas, without reference to its rules relating to choice of law to the contrary. Any dispute arising out of this Agreement or the Consulting Services shall be brought in a state court located in the State of Kansas, County of Riley, or if in federal court, at a federal court located in Topeka, Kansas, to the exclusion of the courts of any other states or country. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein, which names Client as a party, Consultant 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 Client's objectives of this provision. .

29. Captions. The captions and headings of this Agreement are intended for convenience and reference only, do not affect the construction or meaning of this Agreement and further do not inform a Party of the covenants, terms or conditions of this Agreement or give full notice thereof.

30. Additional Instruments. The Parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the Agreement as set forth herein.

31. No Agency. Except as specifically set forth otherwise, it is agreed and understood that neither Party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either Party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

32. Order of Precedence. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

1. This Agreement
2. The Scope of Work ([Appendix A](#))
3. The Rate Schedule ([Appendix B](#))
4. Federal-Related Clauses ([Appendix C](#))
5. Task Orders ([Appendix D](#)) (if applicable)
6. Other Contract Documents.

33. Use of Logo. Client hereby authorizes Consultant to use its name, logo and/or trademark without further notice to Client in connection with certain promotional materials that Consultant may disseminate to the public. The promotional materials may include, but are not limited to, brochures, video tape, internet website, press releases, and advertising in periodicals. Nothing herein obligates Consultant to use a Client's logo and/or trademark, in any promotional materials of Consultant. Consultant shall include a trademark attribution notice giving notice of the Client's ownership of its trademarks in the marketing materials in which Client's name and logo appear.

34. Termination. This Agreement may be terminated for convenience at any time by either Party provided the requesting Party provides the other with 30 days written notice. If either Party fails to perform any of its duties or obligation or shall violate any of the prohibitions imposed upon it under this Agreement, or shall be dissolved or be adjudged bankrupt or shall have a petition in bankruptcy filed against it, or shall make a general assignment for the benefit of creditors, or if a receiver shall be appointed for a Party, the other Party may terminate this Agreement, without prejudice to any other rights or claims which it may have under this Agreement, on written notice to the other Party and fifteen (15) business days opportunity to cure such breach. In any event, Client shall pay all fees due and expenses incurred for Services rendered through the date of termination.

35. Federal Clauses. If applicable to the Services provided by Consultant under this Agreement, Consultant shall comply with FEMA Clauses set forth in Appendix C. Additionally, Consultant shall assist Client to assure all of Client's distribution of funds provided Client under the American Rescue Plan Act (ARPA) comply with all applicable federal statutory and administrative requirements, and that all contracts executed by Client for authorized projects funded by such ARPA distributions, comply with all applicable federal statutory and administrative requirements.

36. Entire Agreement. Both Parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire Agreement between the Parties which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the Party against whom such modification or waiver is sought to be enforced.

//SIGNATURE PAGE FOLLOWS//

Attachment: 20210927_Riley County KS_WOB_Professional Service Agreement_PS (11151 : Witt O'Brien's LLC Professional Services

IN WITNESS WHEREOF, the Parties hereto cause this Agreement to be executed by their duly authorized signatories set forth below.

Riley County KS	Witt O'Brien's, LLC
Signature:	Signature: 
Name: John Ford	Name: Jonathan Hoyes
Title: Chairman, Riley County Commission	Title: Senior Managing Director
Date:	Date: 9/28/2021

APPENDIX A SCOPE OF WORK

Consultant shall provide the Services as set out in Consultant Proposal dated August 30, 2021 which is attached hereto as Exhibit A and is incorporated into and forms part of this Agreement.

APPENDIX B COMPENSATION/RATES

Proposed Engagement Terms

Witt O'Brien's proposes a 12-month engagement with Riley County with two 1-year options for renewal. Our fees will be based on the rate schedule outlined below and will be invoiced on a time and materials basis, not to exceed to \$150,000 through August 29, 2022.

The following rate schedule is intended to be comprehensive in nature to provide the greatest amount of flexibility to Riley County in identifying and utilizing services based on dynamic needs of the County.

Proposed Fee Schedule

Professional Services	Rate/ Hour		Rate/ Hour
Management Consultant V	\$225	Contact & Customer Service Manager I	\$135
Management Consultant IV	\$175	Contact & Customer Service Specialist III	\$65
Management Consultant III	\$150	Contact & Customer Service Specialist II	\$55
Management Consultant II	\$120	Contact & Customer Service Specialist I	\$45
Management Consultant I	\$95	Financial Analyst III	\$190
Data Analyst III	\$150	Financial Analyst II	\$150
Data Analyst II	\$130	Financial Analyst I	\$120
Data Analyst I	\$95		

While we anticipate all work for Riley County to be conducted virtually by the Witt O'Brien's team, if conditions change and on-site support is required, in addition to the hourly rates quoted above, out-of-pocket expenses incurred in connection with performance of this agreement will be invoiced. Travel expenses such as lodging, airfare (coach class), rental car, and other miscellaneous expenses shall be reimbursed at our cost, without mark-up. Per diem will be reimbursed in accordance with the rates published by General Services Administration (GSA) for the area of operation. If mileage is applicable, mileage shall be reimbursed at the prevailing IRS mileage rate.

APPENDIX C FEDERAL CLAUSES

The Parties shall comply with all federal laws and regulations applicable to the receipt of Federal grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. Client is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Consultant's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. Client may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services.
 - a. Consultant shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
 - b. Subcontracts. Consultant and any subcontractors to Consultant shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any Consultant, Subcontractor or lower tier subcontractor with all of these contract clauses.
 - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor, consultant and subcontractor as provided in 29 CFR §5.12.
4. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.
 - a. Clean Air Act
 - (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.
 - (ii) Consultant agrees to report each violation to Client (as defined in the Agreement) and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.
 - (iii) Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
 - b. Federal Water Pollution Control Act
 - (i) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (ii) Consultant agrees to report each violation to Client and understands and agrees that Client will, in turn, report each violation as required to assure notification to FEMA and appropriate Environmental Protection Agency Regional Office.
 - (iii) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."
5. Suspension and Debarment
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of Consultant, its principals (defined at 2 C.F.R. §

180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by Client. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
6. Compliance with Byrd Anti-Lobbying Amendment
- a. Consultant hereby certifies to the best of its knowledge that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Consultant, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Consultant shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - b. Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it 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 shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
 - c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 - d. By executing this Agreement, Consultant hereby certifies or affirms the truthfulness and accuracy

of each statement of its certification and disclosure, if any. In addition, Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

7. Procurement of Recovered Materials

- a. In the performance of this contract, Consultant shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. Access to Records

The following access to records requirements apply to this Agreement:

- a. Consultant agrees to provide, Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Use of DHS Seal

Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. Compliance with Federal Law

This is an acknowledgement that FEMA financial assistance will be used to fund the Agreement only. Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. Non-Obligation of Federal Government

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

12. Program Fraud and False or Fraudulent Statements or Related Acts

Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

13. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit consultant from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the consultant is notified of such by a subcontractor at any tier or by any other source, the consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments."

14. "Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the consultant should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

15. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

16. Copyright and Data Rights - License and Delivery of Works Subject to Copyright and Data Rights(as applicable)

The Consultant grants to the Client, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Consultant will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Consultant will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.

17. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT(as applicable)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Government.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$100,000 that involve the employment of mechanics or laborers)(These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for the transportation or transmission of intelligence)

The Consultant shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by consultants or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the consultant and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

19. EQUAL EMPLOYMENT OPPORTUNITY (as applicable, Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60, which are incorporated by reference into this Agreement)

During the performance of this contract, the consultant agrees as follows:

- (1) The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Consultant debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training
 - (a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

- (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
- (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
- (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
- (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Consultant employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Consultant's employees shall be fingerprinted, or subject to other investigations as required. All Consultant employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the Consultant to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
- (e) Work under this contract may involve access to sensitive information. Therefore, the Consultant shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Consultant employees authorized access to sensitive information, the Consultant shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Consultant shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

APPENDIX D TASK ORDER TEMPLATE

This Task Order No. __, Statement of Work for _____ for the _____
("Task Order") effective as of _____, between _____ ("Client") and
Witt O'Brien's, LLC ("Consultant").

WHEREAS, this Task Order is in support of the _____ ("Agreement"), dated
_____, and attached herein as an exhibit;

WHEREAS, the Client selected the Consultant to provide Services, as defined in the proposal ("Proposal")
dated _____, and attached herein as an exhibit;

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement, and for
other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Client and
Consultant hereby agree as follows:

1. Parties mutually agree to add the following terms (if applicable):
2. Parties mutually agree to add the following specific scope: _____
3. Parties mutually agree to add the following performance period: _____
4. Parties mutually agree to add the following not to exceed amount: _____
5. Other Terms and Conditions: All other terms and conditions of the basic Agreement remain in full
force and effect.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, execute this Task
Order to be effective as of the date set forth above.

[Insert Client]	Witt O'Brien's, LLC
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Project

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

COMMISSION AGENDA REPORT

FROM: Clancey Holeman, Riley County Counselor

MEETING: September 30, 2021

SUBJECT: Approval in Principle of a License Agreement to be Signed by the Flint Hills Wellness Coalition; Permission from BOCC to Proceed with Pouring Slab of Concrete at Riley County Health Department Family and Child Resource Center

PRESENTER: Debbie Nuss, Flint Hills Wellness Coalition and Clancey Holeman, Riley County Counselor

BACKGROUND

Debbie Nuss, of the Flint Hills Wellness Coalition (FHWC), proposes on behalf of the FHWC that this Board allow FHWC to purchase a walk-in cooler/freezer, to be constructed, installed and operated by FHWC on the grounds of the Riley County Health Department's Family and Child Resource Center (FCRC).

Riley County Health Department Local Health Officer/Administrator Julie Gibbs, and John Ellerman, Public Works Director, have reviewed this project. Julie Gibbs supports this project. John Ellerman has no objection to this project, if it is approved by the BOCC.

Attached for the Board's review are various documents provided by Ms. Nuss which describe the different elements of this project, from purchase of the cooler/freezer to its construction and installation, as contemplated by the FHWC. :

DISCUSSION

Counsel recommends that, if the BOCC approves of this project, in principle, it should only do so contingent upon the following:

1. The FHWC shall be permanently solely responsible for payment from funds held by FHWC of all costs associated with the purchase, delivery, construction, installation, operation, maintenance and repair of the walk-in cooler/freezer described today, at the FCRC location described today, including but not limited to pouring of the concrete slab described today;
2. FHWC shall enter into a written license agreement, for a one-year term (subject to renewal in the sole discretion of Riley County) allowing FHWC to construct and install such walk-in-cooler/freezer on the grounds of the FCRC at the location described today;
3. FHWC shall indemnify and hold harmless Riley County, the FCRC and the Riley County Health Department from all costs and liabilities of any kind involved or associated with this project, including but not limited to the purchase, installation, operation, maintenance, repair, and any later required removal of such walk-in cooler/freezer, with the exception of the monthly electric bill for such walk-in cooler/freezer. Such monthly electric bill shall be paid by Riley County during the term of the described license agreement;
4. Such license agreement shall reflect all of the foregoing terms and any other terms the Board believes are necessary to protect the legal interests of Riley County, and shall be executed by both parties within 14 calendar days of today's date, or this Board's agreement in principle to the terms described herein is automatically withdrawn.

Counsel recommends that, if the FHWC representative verbally agrees with the BOCC today to the foregoing terms, the Board allow pouring of the concrete slab at the sole cost, expense and liability of FHWC, to take place immediately, or at the convenience of the FHWC, in order to take advantage of the current warm weather.

FISCAL IMPACT

There is no fiscal impact to Riley County, other than the monthly electric bill for the walk-in cooler/freezer's operation, provided a license agreement drafted by counsel is signed by the FHWC's authorized representative.

RECOMMENDATION(S)

Counsel recommends the Board approve this project in principle only, contingent upon execution of a license agreement between the parties within 14 calendar days on the above terms; and that the Board allow FHWC to take steps to have the necessary concrete slab poured, at the location specified, before such license agreement is executed.

POSSIBLE MOTION(S)

- A. "I move the Board approve the project described, in principle, upon the conditions described in today's Commission Agenda Report, and FHWC be allowed to have the necessary concrete slab poured, before such license agreement is executed."
- B. "I move the Board approve the project described, in principle, upon the conditions described in today's Commission Agenda Report, with the following changes... ."
- C. "I move the Board not approve the project described, in principle, and not allow the concrete slab to be poured as requested."

Enclosures:

- Memo From Debbie Nuss to Vern Henricks 09.23.2021 (PDF)
- Quote from Amerikooler (PDF)
- Thermal Comfort Air Proposal (PDF)
- Economy Bid Proposal (PDF)
- Climate Control Submittal (PDF)



Flint Hills Wellness Coalition

2404 Sumac Drive | Manhattan, KS | 66502
785.341.1143 | info@flinthillswellness.org

September 23, 2021

To: Vern Henricks, President & CEO
Greater Manhattan Community Foundation

Fr: Debbie Nuss, Chair

Re: Combination Walk-in Cooler/Freezer

The Flint Hills Wellness Coalition (FHWC) works cooperatively with citizens and groups throughout the City of Manhattan and Riley County to develop community norms that support healthy behaviors and environments. *Our mission is to create a healthy, equitable community for our residents through policy, system, environmental, and personal change.*

In 2018 the FHWC was one of twenty communities awarded a three-year Healthy Communities Initiative: Health Equity grant from the Kansas Health Foundation. The purpose of the grant was to help communities develop new local strategies to sustain healthy community work into the future. As a result of the initiative, FHWC has worked with community partners to develop a stronger capacity to address health equity issues; has authentically engaged and included affected community members in the identification, decision making, and advocacy efforts to improve health outcomes; has worked to encourage greater civic engagement; has advocated that health issues be addressed through policy and systems interventions at the local and state level; and has worked to increase approaches towards sustainability by building new relationships/partnerships.

With encouragement and support from KHF, in March 2020 our work took on a different look as we pivoted in response to COVID-19. Specifically, we worked with community partners to ensure that people who were experiencing food insecurity had access to food. Through the course of our work, we discovered that recovery efforts were hampered by the lack of available refrigeration/freezer space for excess food offered by local restaurants and producers/growers to organizations like Common Table and Manhattan Soup Kitchen.

At the conclusion of the final year of the grant (June 30, 2021), the FHWC had unexpended funds that the KHF allowed us to retain to continue to advance our health equity work in the community. *One of the initiatives we specifically proposed for the use of a portion of the remaining funds was the purchase a combination walk-in cooler/freezer that could be used for food recovery.*

In partnership with the Riley County Health Department (RCHD), the FHWC is in the process of seeking permission from the Riley County Commission to place the combo unit near the Family & Child Resource Center located at 2101 Claflin Road. Management of the unit will be under the direction of the Food and Farm Council of the City of Manhattan and Riley County in cooperation with RCHD and other community partners.

The total cost of the unit plus installation is approximately \$35,000 (including projected donations) per the attached. The FHWC needs approximately \$7,500 to fully fund this project.

www.flinthillswellness.org

*Our mission is to create a healthy, equitable community for our residents
through policy, system, environmental, and personal change.*

Attachment: Memo From Debbie Nuss to Vern Henricks 09.23.2021 (11153 : FHWC Walk-In Cooler/Freezer Request)

Two Compartment Walk-in Combo Cooler/Freezer

Flint Hills Wellness Coalition

September 16, 2021

Amerikooler	\$ 25,480.00	\$ 25,480.00	Combo cooler/freezer
BHS Construction	\$ -	\$ -	Concrete pad (\$3,500 donation)
Thermal Comfort Air	\$ 8,186.00	\$ 7,364.40	Installation - "not to exceed" price; less 10% donation of the final price
Economy Electric	\$ 2,740.00	\$ 2,240.00	Less donation of \$500
Konza Prairie CHC	\$ 5,000.00	\$ -	Shelving donation - Migrant Farm Worker grant
	\$ 41,406.00	\$ 35,084.40	
	\$(27,625.56)	\$(27,625.56)	FHWC cash on hand
	\$ 13,780.44	\$ 7,458.84	

Quote #: 20-19575 Date: 04/01/2021
575 East 10th Ave, Miami, Florida 33010 USA
Toll-Free: 1-800-627-KOOL or 1-800-627-5665
General Fax: 305-884-8330
www.amerikooler.com

QUOTATION

April 01, 2021
Buyer: US Foods - Lenexa, KS
Attn: Brent Seaba
Quoted by: Michael Ellenbogen
Phone: 305.884.8384
Email: mellenbogen@amerikooler.net

Quote #: 20-19575
Project Name: "Q" US Foods
Revision: 3
Rep: Midwest Professional Reps Virginia
Terms: PENDING CR INFORMATION

This Quote is valid for 30 days

Lead Time: 3 weeks*

Two Compartment Walk-in: Combo.

Actual Overall Dimension: 11'-10" x 11'-9 1/4" x 7'-7" (Rectangular)

Description:	Compartment 1 of 2 - Outdoor Freezer, with Floor
Interior Dim:	11'-2" x 5'-4 5/8" x 6'-11" (w x l x h)
Temperature:	-10°F
Insulation:	4" thick AK-XPS4 Ultra extruded foam with R-values of R-29 for coolers and R-32.4 for freezers with a 50 Year Thermal Warranty. UL Classified Core Flame Spread 15, Smoke Rating less than 165.
Warranty:	15 Year Panel Warranty and 1 Year Parts Warranty
Finishes:	Interior walls: 26 Ga. Stucco Embossed Acrylume Exterior walls: 26 Ga. Stucco Embossed Acrylume Interior ceiling: 26 Ga. Stucco Embossed Acrylume Exterior ceiling: 26 Ga. Stucco Embossed Acrylume
Floor Type:	Type 1A Application: Foot Traffic - No Rolling Carts Standard NSF Floor panel rated for 600 LBS/ SQ. FT. .050 Smooth Aluminum Integral - Not Reinforced

* Lead time is subject to receipt of approved signed drawings, credit approval and standard terms and conditions.

Door:	(1) Standard 36" x 76" Left hinged flush door with brushed hardware. Interior & Exterior finish: 26 Ga. Stucco Embossed Acrylume. Energy saving temperature regulating thermostat heater wire and heated relief vent. Heavy duty deadbolt handle latch. Digital LED Thermometer with pilot light switch. 1807 11w, Vapor Proof, 120V. LED fixture. 82 Lumens /watt Angled face . Requires 115vac. 2.2 amps.
Accessories:	(144) Rain roof membrane w/ 10 ft. long with termination bars with 1 screw every 12 inch (per sq.ft.) (1) DOOR HOOD FROM 30" TO 42" LONG ACRYLUME STUCCO EMBOSSED, WITH 4 TEK SCREWS (LOOSE) (2) Extended 4 Year Compressor Warranty (12) OUTDOOR WALK-IN PERIMETER REINFORCEMENT FLOOR ANGLE (.050 THICK ALUMINUM) 1 1/2" X 6" X 48" EACH SECTION - SUPPLIED WITH STAINLESS STEEL TEK SCREWS, TO SECURE WALL AND FLOOR. CONCRETE ANCHORS (BY OTHERS)
Description:	Compartment 2 of 2 - Outdoor Cooler, with Floor
Interior Dim:	11'-2" x 5'-4 5/8" x 6'-11" (w x l x h)
Temperature:	35°F
Insulation:	4" thick AK-XPS4 extruded foam with R-values of R-29 for coolers and R-32 for freezers with a 50 Year Thermal Warranty. UL Classified Core Flame Spread 15, Smoke Rating less than 165.
Warranty:	15 Year Panel Warranty and 1 Year Parts Warranty
Finishes:	Interior walls: 26 Ga. Stucco Embossed Acrylume Exterior walls: 26 Ga. Stucco Embossed Acrylume Interior ceiling: 26 Ga. Stucco Embossed Acrylume Exterior ceiling: 26 Ga. Stucco Embossed Acrylume
Floor Type:	Type 1A Application: Foot Traffic - No Rolling Carts Standard NSF Floor panel rated for 600 LBS/ SQ. FT. .050 Smooth Aluminum Integral - Not Reinforced
Door:	(1) Standard 36" x 76" Left hinged flush door with brushed hardware. Interior & Exterior finish: 26 Ga. Stucco Embossed Acrylume. Heavy duty deadbolt handle latch. Digital LED Thermometer with pilot light



Quote #: 20-19575 Date: 04/01/2021
575 East 10th Ave, Miami, Florida 33010 USA
Toll-Free: 1-800-627-KOOL or 1-800-627-5665
General Fax: 305-884-8330
www.amerikooler.com

switch. 1807 11w, Vapor Proof, 120V. LED fixture. 82 Lumens /watt
Angled face . Requires 115vac. 1 amps.

Approximate Total Shipping Weight: 3745 lb

Box Price:	Combo	\$11,785.00
Equipment:	(1) Bohn Pro3 - DOE Compliant Outdoor Top Mount Self-contained Refrig. Unit, Model PT0069LBTEMSA, 208-230/1/60, MCA 19.8 Amps, Low Temperature, R-448A, 2 years compressor and parts warranty from date of shipment within Continental USA. (1) Bohn Pro3 - DOE Compliant Outdoor Top Mount Self-contained Refrig. Unit, Model PT0068MBTAMSA, 208-230/1/60, MCA 9.3 Amps, BTUH 6770, Medium Temperature, R-448A, 2 years compressor and parts warranty from date of shipment within Continental USA.	\$9,076.00
Freight	Freight included to 66502	\$1,850.00
Total:		\$22,711.00

IMPORTANT NOTE: All AmeriKooler walk-ins, refrigeration equipment and its components must be installed by either a licensed equipment installer or a certified and licensed mechanical contractor. Warranty will be voided if these terms are not met.

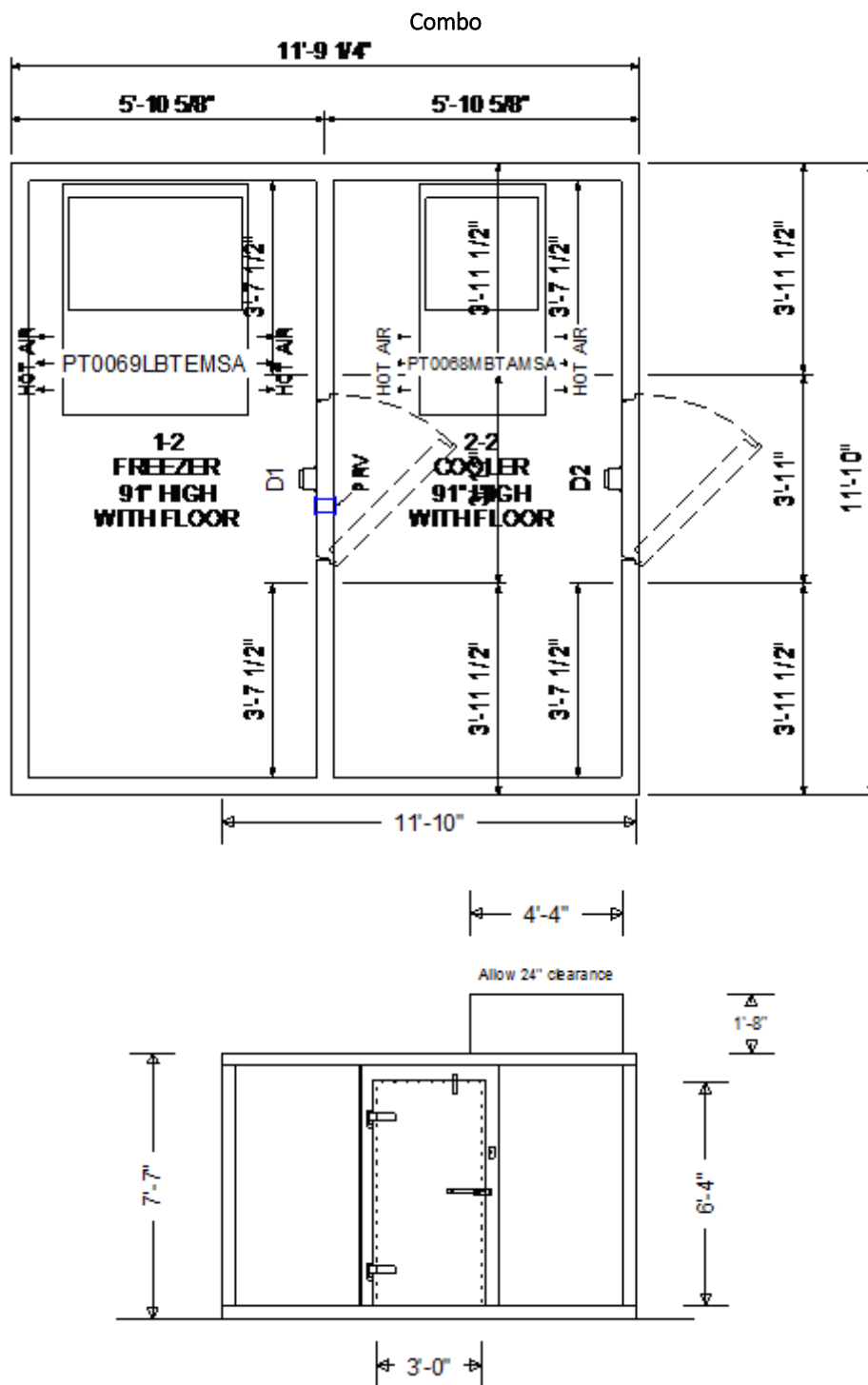
*Freight price includes 24-hour destination notification and delivery to a construction site. Lift gate delivery is NOT included. Changes to ship-to-address may change the freight price.

Customer is responsible for providing the crew to unload the shipment. We recommend a minimum of 3 to 4 people to unload most shipments. Additional delivery charge may apply if customer is not present at the job site when carrier arrives. Most shipments may not exceed 30 minute unload interval, a fine may be applied when this time limit is exceeded.

Upon delivery: panels, refrigeration equipment, glass doors and etc. must be carefully inspected for damages prior to signing bill of lading. If damage is found, make detailed notes on the bill of lading, accept shipment and immediately contact AmeriKooler.

Attachment: Quote from Amerikooler (11153 : FHWC Walk-In Cooler/Freezer Request)

Quote #: 20-19575 Date: 04/01/2021
575 East 10th Ave, Miami, Florida 33010 USA
Toll-Free: 1-800-627-KOOL or 1-800-627-5665
General Fax: 305-884-8330
www.amerikooler.com



Buyer's Signature To Accept This Quotation: _____

Acceptance of this Quotation is expressly subject to The Terms and Conditions of Sale attached hereto which are incorporated into this Quotation by this reference as if fully set forth herein.



Quote #: 20-19575 Date: 04/01/2021
575 East 10th Ave, Miami, Florida 33010 USA
Toll-Free: 1-800-627-KOOL or 1-800-627-5665
General Fax: 305-884-8330
www.amerikooler.com

****Dimensions and Specifications show are for quoting purposes and are subject to change. When engineering and manufacturing drawing are finalized****



Quote #: 20-19575 Date: 04/01/2021
575 East 10th Ave, Miami, Florida 33010 USA
Toll-Free: 1-800-627-KOOL or 1-800-627-5665
General Fax: 305-884-8330
www.amerikooler.com

TERMS AND CONDITIONS OF SALE

1. Acceptance of this quotation is expressly limited to the terms and conditions stated herein. Any additional terms or conditions contained within any acceptance or purchase order are rejected.
2. The prices and terms on this quotation are not subject to oral or written changes or other agreements unless approved in writing by the Manufacturer. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials, and all other causes beyond The Manufacturer's control. Prices are based on costs and conditions existing on date of quotation and are subject to change by The Manufacturer before final acceptance.
3. All orders resulting from our written Amerikooler® quotation are subject to acceptance by Amerikooler, Inc. No production will start until the Buyer has sent a purchase order, approved for credit terms, signed approval drawing and has been received.
4. Buyer assumes all liability for patent and copyright infringement when goods are made to buyer's specifications.
5. Governing Law: The rights and obligations of the Manufacturer shall be governed by the Laws of the State of Florida. No waiver, modification or addition to terms shall bind the Manufacturer unless agreed to in writing by the Manufacturer.
6. All risks of loss shall be on Buyer from point of shipment. Title passes to buyer upon delivery to carrier unless otherwise indicated. Safe delivery is the responsibility of the carrier and any loss or damage should be noted on the bill of lading before acceptance of shipment(s).
7. Manufacturing Completion Date is hereby defined as the date that the product specified by this Quotation is manufactured, packed and ready for shipping. The Manufacturer shall inform the Buyer that the product is ready for shipping within 3 days before the Manufacturing Completion Date, and shall ship the product out to the Buyer within 3 days after the Manufacturing Completion Date. And the Manufacturer shall invoice the Buyer after the product is shipped out to the Buyer.
8. Should the Buyer would like to delay the shipping, the Buyer must notify to the Manufacturer in written letters or emails to deliver such requests, if approved by the Manufacturer, the Buyer agrees to pay storage fee equal to 2% of the sales price per month prorated by weeks, billable every 30 days starting from the original shipping date.
9. If the shipping is delayed longer than 30 days after the Manufacturing Completion Date, the Buyer must pay the invoice in full as it shall be deemed that the Buyer breaks this contractual Quotation/Order and thus the Manufacturer has right to terminate the contract immediately, recognize the Buyer's previous payment as revenue, and dispose the product at the Manufacturer's discretion, while still reserve rights to pursue remedies for any loss or damage caused by the Buyer's breach of this contractual Quotation/Order.
10. Installation: The Manufacturer has no obligation to install the product. It is the Buyer's obligation for product installation, and to bear any cost of installation, installation delay, or installation damage, provided that the cost is not caused by the Manufacturer.
11. Refrigeration - Refrigeration is designed for NORMAL HOLDING TEMPERATURE ONLY. Product load, personnel, location and usage can affect sizing.
12. Limited Warranties: the Manufacturer provide 15 years warranty for walls and ceilings, 5 years for floors and doors, which does not cover any labor cost of product repair and replacement. Refrigeration is covered per OEM's warranty terms and conditions. In order to meet the terms of Amerikooler's warranty all Walk-in Coolers, Freezers and Refrigeration Equipment must be installed by a certified and licensed mechanical contractor and with walk-in panels installation experience. All details of warranties shall be described in www.amerikooler.com.
13. Buyer is responsible for any additional shipping cost, including but not limited to re-consignment, lift gate, redelivery, storage fees, and any other related expense.
14. Codes and Regulations - Amerikooler, Inc. assumes no responsibility for costs incurred due to any changes to its products in order to comply with any Federal, State or Local codes and/or regulations.
15. Payments: The Manufacturer's acceptance of the terms of payment set forth in this contract is conditioned upon its approval of Buyer's credit. Upon approval of Buyer's credit, The Manufacturer will commence performance of the contract. If during the performance of this contract Buyer's financial circumstances or performance materially change, causing The Manufacturer to reasonably feel insecure that it will receive timely and full payment as set forth herein, The Manufacturer may demand adequate assurance of payment, including payment in advance. The Manufacturer may withhold or postpone performance until such adequate assurance is obtained.
16. Terms: If the Buyer is not invoiced, Buyer shall consider the shipping date of goods as Invoice Date..
17. Default: If Buyer shall fail or refuse to accept delivery of the equipment and parts ordered hereunder or shall default in the performance of any of the terms, covenants and conditions of this agreement, The Manufacturer may retain the cash deposited or paid to it and/or equipment accepted by it on account of the sale price and apply the same toward payment of its damages. Retention of this deposit shall not limit The Manufacturer from exercising any other remedies available to it.
18. Attorney's fees: The Manufacturer shall be entitled to recover from Buyer all attorney's fees reasonably incurred by The Manufacturer to enforce this contract following Buyers breach, whether litigation is commenced or not. The Manufacturer shall also be entitled to recover all collection costs incurred including real and personal property title investigation and reports.
19. Security Agreement: Although possession of the goods sold by this contract shall pass to the Buyer, it is agreed that The Manufacturer shall retain a security interest in and title of goods as security for payment of the full balance of this contract, and title shall not pass to Buyer until all sums herein agreed to be paid have been paid. Any equipment, repairs, or accessories placed upon or attached to these goods shall become a component part thereof as soon as installed or attached and title thereto shall be vested in The Manufacturer and included under the terms of this contract.
20. The collateral which is the subject of the security agreement are those goods described on the previous pages of the quotation of this contract.
21. In addition to any other remedies available to The Manufacturer, The Manufacturer shall have the right to peaceably enter upon the premises upon which the goods are situated and remove such goods to perfect its security interest until the balance of the contract is paid in full, and to resell the goods to recover the balance of the Contract.
22. Unless otherwise specified in the written quote, The Manufacturer assumes no responsibility for any costs incurred, either directly or indirectly, as a result of the payment, acquisition, or discovery, of any fees, permits, licenses, or bonds that may be assessed or required by local municipalities.
23. Unless otherwise specified in the written quote, The Manufacturer assumes no responsibility for Refrigeration Leak Detectors, or any other provision or equipment that may be required for safe and responsible handling and/or disposal or refrigerant in accordance with EPA standards.
24. Taxes: The Buyer is responsible for any sales, use, excise or similar taxes arriving from the sale of product or service. Buyer shall pay or reimburse seller for any such taxes.



Thermal Comfort Air, Inc.
705 Pecan Circle
Manhattan, Kansas 66502
785-537-2436 Fax 785-537-0135

Date: 9/10/21

Flint Hills Wellness Coalition
2030 Tecumseh Rd.
Manhattan, KS 66502

Attn: Debbie Nuss
Re: Walk-In Freezer/Cooler Installation

We propose to install a combination walk-in freezer/cooler unit. Pricing is based upon AmeriKooler submittals and includes all labor, installation material, startup, and the following:

- Receiving combination unit at our Manhattan shop
- Delivery of unit to job site
- Assembly of unit on site
- Installation of exterior membrane
- Installation of Climate Control packaged RTU equipment
- Installation of condensate line system w/heater for freezer
- Startup/Commissioning of equipment

Exclusions: AmeriKooler & Climate Control equipment, Concrete pad, Electrical, Sales Tax.

Note: This is a "Not to Exceed" proposal. If the project can be completed for less TCA will bill accordingly. Also, TCA will take 10% off of the final price as a donation to the Flint Hills Wellness Coalition.

WE PROPOSE to furnish labor and material complete in accordance with above specifications, and subject to conditions found on both sides of this agreement, for the sum of:

Eight Thousand One Hundred Eighty-Six Dollars and 00/100 _____ (\$ 8,186.00)

Payment to be made as follows: Payment due upon completion of work.

ACCEPTED. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Respectfully submitted,

CONDITIONS. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance

THERMAL COMFORT AIR, INC.

Date of Acceptance _____

By _____

By _____

By _____

C. Shane Good, Owner

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Attachment: Thermal Comfort Air Proposal (11153 : FHCW Walk-In Cooler/Freezer Request)



Bid Proposal

11.d

DATE: 9/16/2021
Estimate #: 21.0540.01

Submitted to: Flint Hills Wellness Coalition
2030 Tecumseh Rd
Manhattan KS 66502

Phone: 785 776-4779 Email

Attn: Debbie Nuss

Job Name: Power to Cooler

Addenda Included: N/A

Included:

Add Power to Exterior Cooler

(1) 20A 120V Circuit

(1) 15A 240V Circuit

(1) 30A 240V Circuit

Incudes, Breakers, Conduit, Wire, Terminations, Trench. and Backfill

PLEASE NOTE: Material Pricing is based on Todays Current Market with the possibility of it changing daily or weekly, If there is a price increase between today and date of order, Price increase will be negotiated and approved before ordering material.

Excluded:

Warranty on all existing equipment and circuits staying as is or being reused.

Grass Seed and/or landscaping

Cutting, Patching, or Painting of any concrete and/or asphalt

From: Economy Electric Inc.
PO Box 1225
Manhattan KS 66505

Phone: (785) 776-7279 Fax: (785) 776-1080

Contact: Ron Rose

Location: Manhattan KS

Price: \$2,740.00

Attachment: Economy Bid Proposal (11153 : FHWC Walk-In Cooler/Freezer Request)

If Bid Proposal is approved please sign and date below. Return Bid Proposal to ron.econele@outlook.com .

Company

Signature

Date



Project Name:		Project Location:	
Quote ID:		Item #:	1000
Submitted For:		Submitted On:	
Submitted By:		Submitted From:	
Identity #:		Tag:	

☐ For Record

☐ For Approval

By: _____

Date: _____

General Product Information

Product Family:	PTT	Voltage: (Volts/Ph/Hz)	208-230/1/60
Application:	Outdoor	Refrigerant Type:	R448A
Temperature Range:	Medium Temp	Unit Cooler Motor Type:	VSEC
Defrost Type:	Air	Compressor Model:	ZB06KAE

Technical Information

Performance Data

Application Capacity*			Unit Cooler CFM	Altitude	AWEF Value
Ambient Temp (°F)	Room Temp (°F)	Application Capacity* (BTU/H)			
95	35	6,620	550	0	7.6

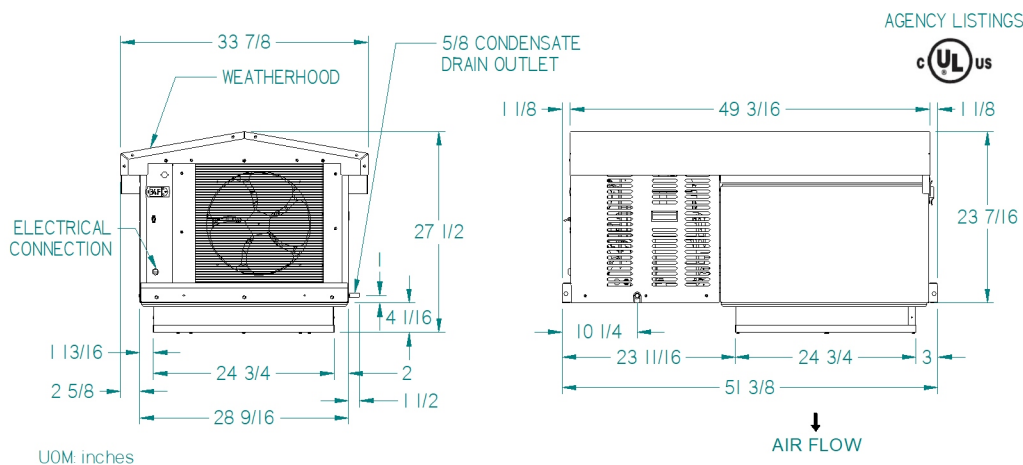
Electrical Data

MCA	MOPD	Unit Amps
9.3	15	8

Unit Specifications

Plug Supplied?	Matching NEMA Receptacle Number	Approx. Net Weight (lbs)
NO	N/A	230

Dimensional Drawing(s)





Project Name:		Project Location:	
Quote ID:		Item #:	1000
Submitted For:		Submitted On:	
Submitted By:		Submitted From:	
Identity #:		Tag:	

Standard Features

AESTHETICS

- STUCCO-ALUMINUM FINISH

ENVIRONMENTALLY FRIENDLY

- PRE-CHARGED WITH R448A REFRIGERANT TO MEET CARB & US CLIMATE ALLIANCE REQUIREMENTS

ENERGY EFFICIENCY

- P1 UNITS USE SINGLE SPEED EC MOTORS (EVAPORATORS)
- P2 & P3 UNITS USE 2 SPEED EC MOTORS (EVAPORATORS)
- P2 & P3 UNITS USE SINGLE SPEED EC MOTORS (CONDENSERS, PT0046M USES PSC)
- P2 & P3 UNITS USE A MICROCHANNEL CONDENSER FOR HIGHER EFFICIENCY & CORROSION PROTECTION

CONTROLS

- MICROPROCESSOR CONTROL

PERFORMANCE

- MAXIMUM VERTICAL STORAGE CAPACITY
- IDEAL FOR HOLDING TEMPERATURE
- MEDIUM-TEMP AIR AND ELECTRIC DEFROST
- LOW-TEMP ELECTRIC DEFROST

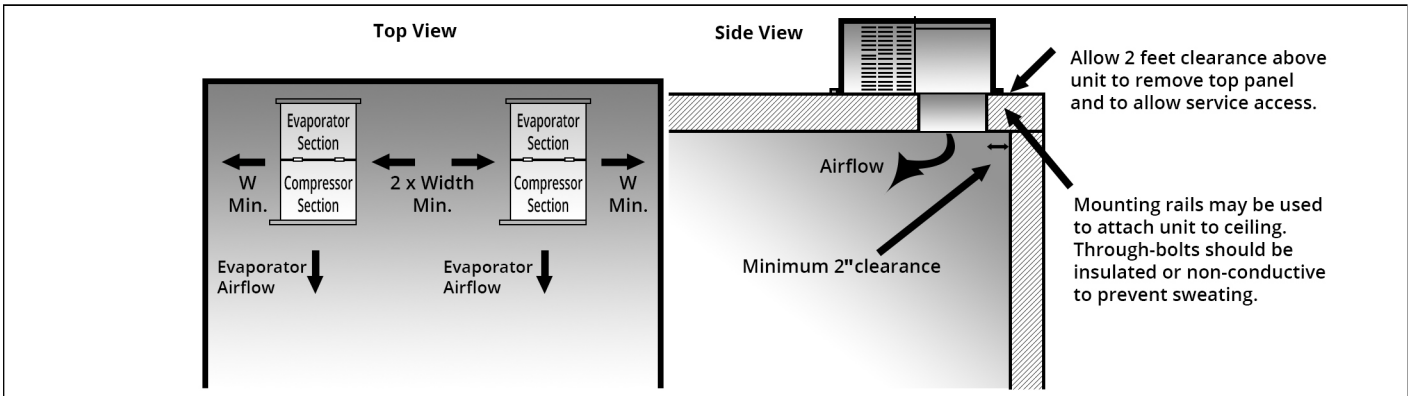
RELIABLE & DURABLE

- LIQUID-LINE FILTER DRIER (MEDIUM AND LARGE CABINET ONLY)
- TWO-YEAR PARTS WARRANTY

EASE OF INSTALLATION

- PRE-CHARGED WITH REFRIGERANT
- NO REFRIGERANT PIPING REQUIRED
- EVAPORATIVE CONDENSATE PAN (INDOOR UNITS ONLY)
- ALL UNITS GET A REMOVABLE TOP PANEL WITH LATCHES
- ALL P1 & SELECT P2 & P3 UNITS COME WITH A POWER CORD

Minimum Unit Clearances



* Capacities shown are Application Capacities reflecting nominal operation at 10°F TD. For models within the scope of the DOE AWEF (Annual Walk-in Energy Factor) standard, the Net Capacity is determined by the AHRI 1250 test method. DOE will publish this compliance data at www.regulations.doe.gov



Project Name:		Project Location:	
Quote ID:		Item #:	2000
Submitted For:		Submitted On:	
Submitted By:		Submitted From:	
Identity #:		Tag:	

☐ For Record

☐ For Approval

By: _____

Date: _____

General Product Information

Product Family:	PTT	Voltage: (Volts/Ph/Hz)	208-230/1/60
Application:	Outdoor	Refrigerant Type:	R448A
Temperature Range:	Low Temp	Unit Cooler Motor Type:	VSEC
Defrost Type:	Electric	Compressor Model:	ZF07KAE

Technical Information

Performance Data

Application Capacity*			Unit Cooler CFM	Altitude	AWEF Value
Ambient Temp (°F)	Room Temp (°F)	Application Capacity* (BTU/H)			
95	0	8,150	825	0	3.13

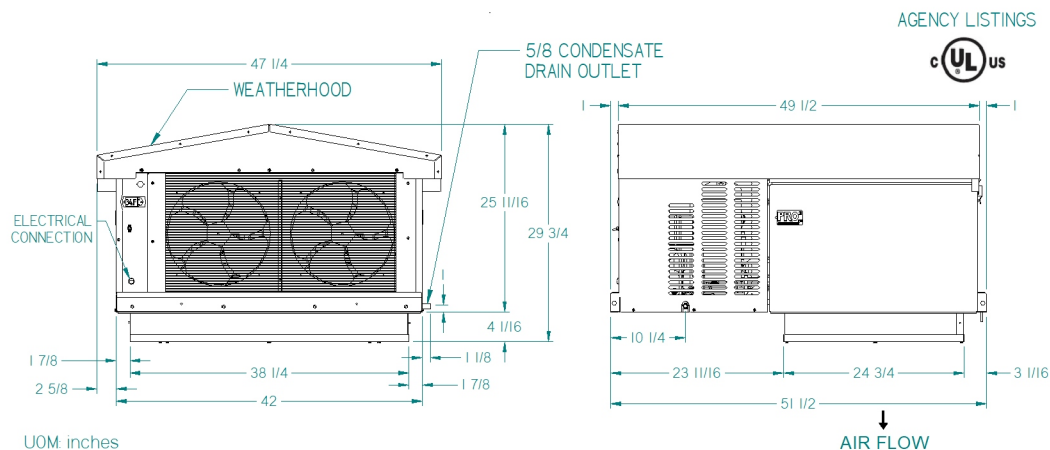
Electrical Data

MCA	MOPD	Unit Amps
19.8	30	16.7

Unit Specifications

Plug Supplied?	Matching NEMA Receptacle Number	Approx. Net Weight (lbs)
NO	N/A	295

Dimensional Drawing(s)



Attachment: Climate Control Submittal (11153 : FHWK Walk-In Cooler/Freezer Request)



Project Name:		Project Location:	
Quote ID:		Item #:	2000
Submitted For:		Submitted On:	
Submitted By:		Submitted From:	
Identity #:		Tag:	

Standard Features

AESTHETICS

- STUCCO-ALUMINUM FINISH

ENVIRONMENTALLY FRIENDLY

- PRE-CHARGED WITH R448A REFRIGERANT TO MEET CARB & US CLIMATE ALLIANCE REQUIREMENTS

ENERGY EFFICIENCY

- P1 UNITS USE SINGLE SPEED EC MOTORS (EVAPORATORS)
- P2 & P3 UNITS USE 2 SPEED EC MOTORS (EVAPORATORS)
- P2 & P3 UNITS USE SINGLE SPEED EC MOTORS (CONDENSERS, PT0046M USES PSC)
- P2 & P3 UNITS USE A MICROCHANNEL CONDENSER FOR HIGHER EFFICIENCY & CORROSION PROTECTION

CONTROLS

- MICROPROCESSOR CONTROL

PERFORMANCE

- MAXIMUM VERTICAL STORAGE CAPACITY
- IDEAL FOR HOLDING TEMPERATURE
- MEDIUM-TEMP AIR AND ELECTRIC DEFROST
- LOW-TEMP ELECTRIC DEFROST

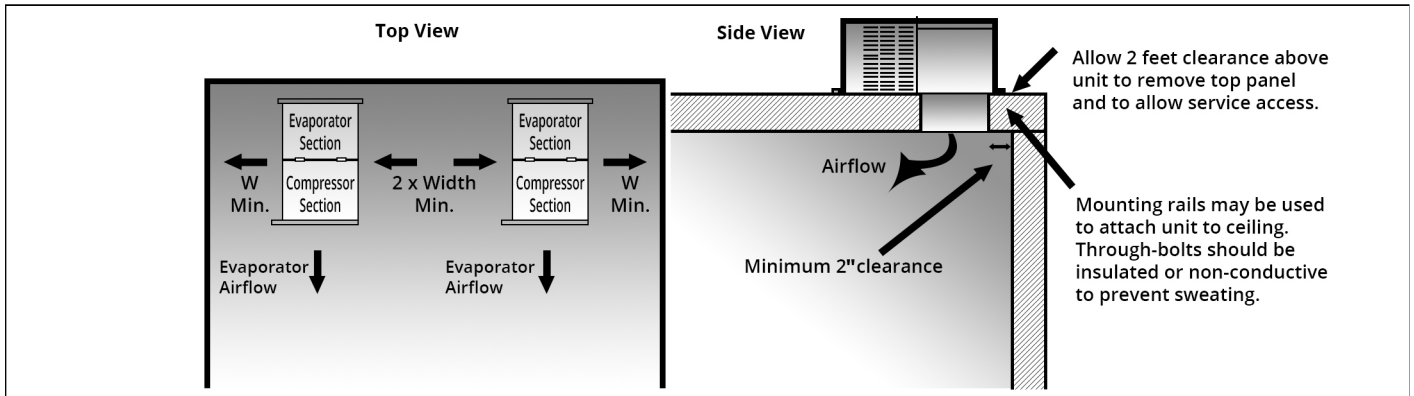
RELIABLE & DURABLE

- LIQUID-LINE FILTER DRIER (MEDIUM AND LARGE CABINET ONLY)
- TWO-YEAR PARTS WARRANTY

EASE OF INSTALLATION

- PRE-CHARGED WITH REFRIGERANT
- NO REFRIGERANT PIPING REQUIRED
- EVAPORATIVE CONDENSATE PAN (INDOOR UNITS ONLY)
- ALL UNITS GET A REMOVABLE TOP PANEL WITH LATCHES
- ALL P1 & SELECT P2 & P3 UNITS COME WITH A POWER CORD

Minimum Unit Clearances



* Capacities shown are Application Capacities reflecting nominal operation at 10°F TD. For models within the scope of the DOE AWEF (Annual Walk-in Energy Factor) standard, the Net Capacity is determined by the AHRI 1250 test method. DOE will publish this compliance data at www.regulations.doe.gov



**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 30, 2021

SUBJECT: Approve Final Contract Documents for Countywide Upgrade of
Emergency Radio Communications System

PRESENTER: Clancy Holeman and Russel Stukey, Emergency Management Director

BACKGROUND

January 25, 2018 the Board of Riley County Commissioners entered into a "System Purchase Agreement" with Harris Corporation (now "L3Harris"). The goal has been to upgrade countywide Riley County's emergency radio communication system. That system is essential to provide "interoperability" of the work done every day by both emergency responders and other local government service providers. This now-upgraded system directly benefits Riley County Emergency Management, Riley County Volunteer Firefighters, the City of Manhattan and the City of Manhattan Fire Department, the Riley County Police Department, Riley County Community Corrections, the Riley County ambulance service, Riley County Public Works, Kansas State University and the Kansas State University Police Department along with the City of Riley Fire Department.

Riley County has been responsible for payment and installation of the most significant portion of new infrastructure necessary for this upgrade. The upgraded system has been in place and has been operating since September, 2020. Riley County purchased 7 of the necessary 8 radio towers. Kansas State university purchased the 8th tower site as a partner in this effort.

Presented for your approval today are:

1. Amendment 1 to Master Services Agreement;
2. Attachment A--Equipment List;

3. Attachment B--Spare Parts List; and
4. Attachment C--Table 4.a--A list of Routers Replaced During this Project.

These documents are necessary in order to ensure the January 25, 2018 contract accurately reflects the expectations of both parties moving forward.

DISCUSSION

With the end of the program (installation) and initial operation (one-year warranty) phase of this project, the 2018 base contract terms standing alone would have placed both Riley County and L3Harris now in only the "maintenance" phase of the project. But agreement has been reached between the parties that some operational problems with generators at two of the tower sites will be resolved by L3Harris according to either the "warranty" or "maintenance" provisions of the contract. Memorializing that agreement is a primary purpose of the documents before this Board for approval today.

FISCAL IMPACT

Any generator issues at the above two tower sites will now be resolved according to amended contract terms in the documents presented to the Board today.

RECOMMENDATION(S)

Counsel recommends the Board approve the documents as submitted.

POSSIBLE MOTION(S)

- A. "I move the Board approve the documents as submitted."
- B. "I move the Board approve the documents with the following changes... ."
- C. "I move the Board not approve the documents as submitted."

Enclosures:

- L3.Harris.Amendment.1.Master.Services.Agreement_ (DOCX)



AMENDMENT 1 TO MASTER SERVICES AGREEMENT

THIS AMENDMENT 1 (“Amendment”) is made and entered into this ____30th day of September, 2021 (“Effective Date”), by and between Riley County (“Buyer”) and L3Harris Technologies, Inc., formerly known as Harris Corporation, acting through its Communication Systems Segment (“Seller”).

RECITALS

WHEREAS, the parties previously entered into a “System Purchase Agreement “dated January 25, 2018, which includes within it “Exhibit D-Master Services Agreement” (“Contract”) ;

WHEREAS, the parties now desire to enter into this Amendment to modify the foregoing “Exhibit D-Master Services Agreement”;

WHEREAS, all page references in this Amendment 1 refer to pages of the foregoing “Exhibit D-Master Services Agreement”;

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this Amendment and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller hereto do hereby agree as follows:

1. Buyer and Seller agree to the following modifications to “Exhibit D-Master Services Agreement”:
 - a) Seller shall provide the Equipment list, which is attached hereto and incorporated herein as **Attachment A.**
 - b) Seller shall provide the Spare Parts list, which is attached hereto and incorporated herein as **Attachment B.**
 - a. Buyer shall receive a credit based on the spare parts inventory conducted at Customer’s designated location, performed by Ka-Comm and Buyer. Buyer and Seller agree the following parts (rack, coax cable, and waveguide), have been returned to Seller, or were not provided as these parts are not typically included in a customer’s spare parts list, and have been removed from customer’s spare parts list. This results in a credit to Buyer.
 - b. Total credit to Buyer is \$3,954.04. This credit shall be applied toward the purchase of Qty 5 XG-15P radios, each radio includes a battery, antenna, charger, and belt clip.
 - c) On page 1, titled “Master Services Agreement Summary Page,” remove in its entirety “Notice to Harris,” along with the existing Name, Title, and Address information and replace with the following:


L3HARRIS™

NOTICE TO L3HARRIS:

Name: Rodney Philgren

Title: Regional Service Manager

Address: 3973 75th Street, Suite 101, Aurora, IL 60504

- d) On page 1, titled “Master Services Agreement Summary Page,” remove in its entirety “Notice to Customer”, along with the existing Name, title and Address information and replace with the following:

NOTICE TO CUSTOMER:

Name: Russel Stuke

Title: Emergency Services Director

Address: 115 N. 4th St., 2nd Floor, Manhattan, KS 66502

- e) On page 2 of the Master Services Agreement Summary Page, remove in its entirety “Customer Single Point of Contact for Services/SOWs”, along with the existing Name, Title, Email and Cell Phone, and replace with the following:

CUSTOMER SINGLE POINT OF CONTACT FOR SERVICES/SOWs

Name: Rodney Philgren

Title: Regional Service Manager

Email: Rodney.Philgren@L3Harris.com

Cell Phone: 331-234-0696

- f) On page 2 of the Summary Page add the following:

CUSTOMER CONTACT FOR INFRASTRUCTURE MAINTENANCE (24x7)

Contact: Service Center and Afterhours Support

Location: Aurora, IL

Number: 630-270-2365

- g) On page 7, Terms and Conditions, at section #7, “Services Not Covered,” add the following new 7(d):

(d) logging recorder maintenance.

On page 7, Terms and Conditions, at section #7 change existing 7(d) to 7(e) with its text remaining as follows:

(e) Other exclusions may be defined in a SOW or other document attached to this Agreement.

- h) On page 13, under the heading “Excluded Items,” add the following third bullet point:


L3HARRIS™

- logging recorder maintenance

- i) On page 15, Depot Repair and Return, under Harris Responsibilities, add the following new paragraph:

1.9 Weekly RMA Report:

1.9.1 Seller shall provide a Weekly RMA Report which shall include ship date, depot receive date, projected repair completion date, delivery date, and the equipment received by L3Harris Authorized Service Center (ASC) or Riley County.

- j) On pages 33 and 34 add Table 4a Replaced Routers to Hardware Refresh List, which shows replacement of all original routers with routers deployed during project implementation, and which Table is attached hereto and incorporated herein as **Attachment C.**
- k) Resolve issues with over-crank alarms for the generators for the “Top of the World” and “Miller Water Tower” sites by either satisfactory repair or replacement of the two generators because these issues are covered under both the one-year warranty for infrastructure (which began in September, 2020) and this Amendment 1 to the Master Services Agreement.
2. Full Force and Effect – The terms and conditions of the original Contract, except as amended herein, shall remain in full force and effect.
3. Execution – This instrument may be executed in one or more counterparts. Documents signed and transmitted electronically shall be deemed original and binding documents.

[Signatures to Follow]

IN WITNESS WHEREOF, Buyer and Seller, through their duly authorized representatives, have executed this Amendment.

BUYER

RILEY COUNTY

By: _____

Name: John Ford

Title: Chairman

Date: _____

Attest:



Rich Vargo, Riley County Clerk

SELLER

**L3HARRIS TECHNOLOGIES, INC.
COMMUNICATION SYSTEMS SEGMENT**

By: _____

Name: _____

Title: _____

Date: _____

Attachment(s):

A – Equipment List

B – Spare Parts List

C – Table 4a Replaced Routers - Riley County, KS Hardware Refresh List



ATTACHMENT A EQUIPMENT LIST

SO Part Number	SO Part Description	Original Qty	Serial Number
EA-555014-022	AMPLIFIER, LINEAR HPA, 851-870, 100W, MASTR V	2	
UD-AB1A	SPEAKER, NANO, SYMPHONY	24	
NS-PNSJ	SERVER, VIDA PREMIER, SR10A.4	1	8622040
NS-PNSJ	SERVER, VIDA PREMIER, SR10A.4	0	8622040
NS-PNSJ	SERVER, VIDA PREMIER, SR10A.4	0	8622040
MANS-CP9B	Netclock, GPS Master Clock	2	
VS-CR97	ROUTER, ISR4321, APPX LIC	2	
VS-MN3J	KIT, CISCO 4321 ROUTER, NSC MTG	1	
VS-CU7Z	MODULE, NIM 4PORT LAYER2 GE	7	
VS-CR92	SWITCH, CATALYST 3650 24P IP	2	
VS-CR1E	ROUTER, C881-K9, ADV IP SVC	2	
VS-CR1Y	ROUTER, ISR, C1111-4P, SEC	2	
NS-PNSJ	SERVER, VIDA PREMIER, SR10A.4	1	8622041
NS-PNSJ	SERVER, VIDA PREMIER, SR10A.4	0	8622041
NS-PNSJ	SERVER, VIDA PREMIER, SR10A.4	0	8622041
MANG-GTWY	System Equipment, Interop Gateway	1	8538590319
MANG-NAA3E	Module, DVU, UAC, Interoperability Gateway	6	
VS-CR1V	ROUTER, ISR, C1111-4P	3	
VS-CU8A	MODULE, NIM 8PORT LAYER2 GE	1	
SC-VTXP25-DC	MASTR V IP Simulcast, Tx Site, Comm Equip	1	838590400
SC-MD7B-DC	ASSY, CONTROLLER, SITEPRO, MME W/ CABLES DC	3	
VS-CR1M	ROUTER, ISR4351/K9, DC	3	
VS-CU5C	SWITCH, CISCO ME 3400E, DC, 24-PORT	11	
PT-018602-001	Filter, Surge Protector, 800-2500MHz	5	
MASV-800M1-A	STATION, MASTR V, P25T, 800 MHZ, 799-817 RX	1	8629152
SV-AW5R-A	POWER AMPLIFIER, LINEAR, 800 MHZ	42	
SV-PM1C	Processor, Baseband Module, MASTR V	22	
SV-NZN8S-DC	Fan Tray, MASTR V, DC	7	
SV-CG1T	MULTICOUPLER, 7/800MHZ, DC, 8CH	5	
MASV-800M1-A	STATION, MASTR V, P25T, 800 MHZ, 799-817 RX	1	8629153
MASV-800M1-A	STATION, MASTR V, P25T, 800 MHZ, 799-817 RX	1	8629154
SV-PS2P-DC	Power Supply, -48V, DC, MASTR V	20	
MASV-800M1-A	STATION, MASTR V, P25T, 800 MHZ, 799-817 RX	1	8629155
MASV-800M1-A	STATION, MASTR V, P25T, 800 MHZ, 799-817 RX	1	8629156
MASV-800M1-A	STATION, MASTR V, P25T, 800 MHZ, 799-817 RX	1	8629157
MASV-800M1-A	STATION, MASTR V, P25T, 800 MHZ, 799-817 RX	1	8629158
MASV-800M1-A	STATION, MASTR V, P25T, 800 MHZ, 799-817 RX	1	8629159

Attachment: L3.Harris.Amendment.1.Master.Services.Agreement_ (11154 : Final Contract for Emergency Radio Communications System)



SC-VTXP25-DC	MASTR V IP Simulcast,Tx Site,Comm Equip	1	838590399
SAMD7Y-DC	KIT, NET SENTRY, CNTL/DATA, DC PWR,WIN10	1	8627080
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629140
SV-ZN9K	PANEL,XCONNECT,MASTR V	2	
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629141
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629142
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629143
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629144
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629145
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629146
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629147
SC-VTXP25-DC	MASTR V IP Simulcast,Tx Site,Comm Equip	1	838590402
SCCF7X	Cable,RF Sensor,30ft	1	
VS-MN3V	KIT, CISCO 4351 ROUTER SITE MTG	1	
SAMD7Y-DC	KIT, NET SENTRY, CNTL/DATA, DC PWR,WIN10	1	8627086
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629177
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629178
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629179
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629180
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629181
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629182
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629183
SC-VTXP25-DC	MASTR V IP Simulcast,Tx Site,Comm Equip	1	838590401
VS-CR89	ROUTER,ISR4321	1	
VS-CJ1Y	POWER SUPPLY ,DC, ISR4321	1	
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629175
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629174
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629173
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629171
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629172
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629170
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629169
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629168
MASA-SVP25	Site Interface Equipment,P25T MASTR V	1	1000071928
SA-MD6H	OSCILLATOR, 10MHZ REF,-12VDC,6 PORT	3	
VS-CR1F	ROUTER,ISR4221/K9	3	
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629148
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629149
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629150
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629151
MASA-SVP25	Site Interface Equipment,P25T MASTR V	1	1000071930



SA-MD7E-DC	Controller,P25 MME Data,Addl Site,DC	2	
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629164
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629165
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629166
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629167
MASA-SVP25	Site Interface Equipment,P25T MASTR V	1	1000071929
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629160
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629162
MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	8629163
VSCU3H	SWITCH,CISCO 2960 PLUS	2	
UD-ZM1E	CONSOLE,BUNDLE,PREMIER,WIN10	1	1098903662
UD-ZM1E	CONSOLE,BUNDLE,PREMIER,WIN10	1	1098903596
UD-ZM1E	CONSOLE,BUNDLE,PREMIER,WIN10	1	1098903765
UD-ZM1E	CONSOLE,BUNDLE,PREMIER,WIN10	1	1098903714
UD-ZM1E	CONSOLE,BUNDLE,PREMIER,WIN10	1	1098903548
UD-ZM1E	CONSOLE,BUNDLE,PREMIER,WIN10	1	1098903554
UD-ZM1E	CONSOLE,BUNDLE,PREMIER,WIN10	1	1098903744
UD-ZM1E	CONSOLE,BUNDLE,PREMIER,WIN10	1	1098903626
UD-CU6U	MONITOR, 23" CLASS,HIGH DEF	8	
UD-AB1F	MOUSE, OPTICAL, USB, SCROLL WHEEL	8	
UD-AB1G	KEYBOARD, 104 KEY, USB	8	
UD-AB1D	SINGLE FOOTSWITCH, USB, SYMPHONY	8	
UD-AB1M	DESK MIC, DB9	8	
UD-AB1B	JACK BOX, 6 WIRE	8	
CM-022218-3006WJ	Adapter,6 Wire Jackbox to Headset	8	
MAMW-NZN8L	Desktop Station,CS-7000,Local/Remote	8	
MAMW-NCP9H	Control Unit,CH721,System,Front Mount	8	
CM-027501-100057	SAR,8-PORT GE/FE ETHERNET CARD,ALCATEL	8	
VS-CR1H	ROUTER,NOKIA,7705,SAR-8	8	
EA-555014-022	AMPLIFIER,LINEAR HPA,851-870,100W,MASTRV	2	
E75-0288-002	TOWER TOP AMPLIFIER 700/800MHZ, DIN-CONN	7	
A33-0006-001	COMBINER,DUPLXR,800MHX CTRL STATION	2	
A33-0011-001	COMBINER,806-869 MHZ, 6 CH	2	



ATTACHMENT B SPARE PARTS LIST

Item	SO Part Number	SO Part Description	Original Qty	NOTES
10	SAMD7Y-DC	KIT, NET SENTRY, CNTL/DATA, DC PWR,WIN10	1	Located at EM Building at Public works
20	PT-018602-001	Filter,Surge Protector,800-2500MHz	1	Located at EM Building at Public works
30	MASV-800M1-A	STATION,MASTR V,P25T,800 MHZ,799-817 RX	1	Located at EM Building at Public works
40	MASV-NSG9K	Feature,Software,P25 Phase 2	1	Embedded in VIDA core
50	SV-AW5R-A	POWER AMPLIFIER,LINEAR,800 MHZ	1	Located at EM Building at Public works
60	SV-AW5R-A	POWER AMPLIFIER,LINEAR,800 MHZ	1	Located at EM Building at Public works
70	SV-RB3K	Busbar,HPA/PS,MASTR V	1	Used during installation
80	SV-PS2P-DC	Power Supply,-48V,DC,MASTR V	1	Located at EM Building at Public works
90	SV-SP2U	Programming,IP Simulcast	1	Embedded in VIDA core
100	SV-PM1C	Processor,Baseband Module,MASTR V	1	Located at EM Building at Public works
110	SV-NZN8S-DC	Fan Tray,MASTR V, DC	1	Located at EM Building


L3HARRIS™

				at Public works
120	SV-CN7Y	POWER STRIP,-48VDC LOW PWR DIST,RACK	1	Located at EM Building at Public works
130	SV-CN7Z	POWER STRIP,-48VDC HIGH PWR DIST,RACK	1	Located at EM Building at Public works
140	SV-CG1T	MULTICOUPLER,7/800MHZ,DC,8CH	1	Located at EM Building at Public works
170	A33-1024-003	TX/RX POWER MONITOR N TYPE 763-960MHZ DC	1	Located at EM Building at Public works
180	E75-0288-002	TOWER TOP AMPLIFIER 700/800MHZ, DIN-CONN	1	Located at EM Building at Public works
190	E75-0193-001	ANTENNA, 763-869 MHZ, 10 DBD,OMNI,DIN(F)	1	Located at Kacom Shop
200	J90-0114-021	CONN 7/16 DIN FEMALE COAX CABLE 1-5/8"	2	Located at EM Building at Public works
210	W90-0100-025	CABLE ASSY, SURE FLEX DIN(M)-DIN(M) 10FT	1	Located at EM Building at Public works
220	E75-4000-143	SURGE FILTER,DC BLOCK 698MHZ-2.7GHZ FEM	1	Located at EM Building at Public works
230	J90-0114-201	CONN 7-16 DIN MALE COAX CABLE RGHT ANGLE	1	Located at EM Building at Public works
240	J29-0110-001	CONN 7-16 DIN MALE FOR 1/2" COAX CABLE	2	At Kacom Service Center
250	NM-SCF12-071	Connector,NM For 1/2in Coax,Right Angle	2	Located at EM Building



				at Public works
260	E75-0194-001	ANTENNA, 794-824 MHZ, 12 DBD, OMNI, DIN(F)	1	Located at Kacom Shop
270	W90-0100-011	CABLE ASSY, SURE FLEX N MALE-N MALE 6FT	2	Located at EM Building at Public works
280	E75-4000-007	SURGE SUPPRESSOR, 800-2500MHZ BROADBAND	2	Located at EM Building at Public works
290	W90-0223-701	CABLE ASSY BNC(M) TO SMA(M) RG223 72 IN	2	At Kacom Service Center
300	W56-1000-103	JUMPER 1/2IN SFLEX N(M) 7-16 DIN 3M	1	Located at EM Building at Public works
310	CN-014877-001	Connector, N Female, For 1/2in Coax	2	At Kacom Service Center
320	CN-009256	Connector, NF, 7/8in Coax, O-Ring Sealing	2	At Kacom Service Center
330	KT-018357-001	Kit, Grounding For 7/8in Coaxial, 60in	1	Located at EM Building at Public works
340	KT-018357-002	Kit, Grounding For 1/2in Coaxial	1	Located at EM Building at Public works
350	CN-015463-001	Connector, N Male, 1/2in Coax	2	Located at EM Building at Public works
360	MANG-GTWY	System Equipment, Interop Gateway	1	Located at EM Building at Public works
370	MANG-4DVUS	Chassis, 4-Slot Interoperability Gateway	1	Located at EM Building at Public works



380	MANG-NPS2J	Power Supply,AC,4-Slot Gateway Chassis	1	Located at EM Building at Public works
390	MANG-NAA3E	Module,DVU,UAC,Interoperability Gateway	1	Located at EM Building at Public works
400	MAMW-SDMXX	MOBILE,XG-75M/M7300,764-870MHZ,HALF DPLX	1	Located at EM Building at Public works
410	MAMW-NPL3R	Feature,Max(1024+) System/Groups	1	Located at EM Building at Public works
420	MAMW-NPL7P	Feature,P25 Data	1	Located at EM Building at Public works
430	MW-PL4F	Feature, P25 Phase 2, TDMA	1	Located at EM Building at Public works
440	MAMW-PKG8F	Feature,256-AES,64-DES ECP Encryption	1	Located at EM Building at Public works
450	MAMW-PKGPT	Feature Package,P25 Trunking	1	Located at EM Building at Public works
460	MAMW-NZN8L	Desktop Station,CS-7000,Local/Remote	1	Located at EM Building at Public works
470	MAMW-NCP9H	Control Unit,CH721,System,Front Mount	1	Located at EM Building at Public works
480	MAMW-ZN9F	Microphone,Desktop	1	Located at EM Building at Public works
490	MAMW-NZN8K	Desktop Station,CS-7000,Local Control	1	Located at EM Building



				at Public works
500	AN-025137-010	Antenna,700/800MHz,6.5 dB Gain,Yagi	1	Used during expansion site Hargraves
510	VCM1000018505-2	PC,QUORUM	1	Located at EM Building at Public works
520	A30-1939-001	QUARTZ FREQUENCY STANDARD UNIT,37-48 VDC	1	Located at EM Building at Public works
530	MANS-AN3S	Kit,GPS Antenna,Outdoor,For Netclock	1	Located at EM Building at Public works
540	MANS-CK1A	Cable,GPS Ant Outdoor,100ft/Netclock	1	Located at EM Building at Public works
550	MANS-CP9B	Netclock,GPS Master Clock	1	Located at EM Building at Public works
560	VSCR21/14032-0003-07	FIREWALL, ASA5506-X W/SEC+/ANYCON-25USR	1	Located at EM Building at Public works
570	VS-CU7Z /14032-0004-07	MODULE,NIM 4PORT LAYER2 GE	1	Located at EM Building at Public works
580	VS-CR92	SWITCH,CATALYST 3650 24P IP	1	Located at EM Building at Public works
590	14032-0001-102	ROUTER,APP,C921-4P	1	Located at EM Building at Public works
600	VS-CR1H /CM-027501-10000	ROUTER,NOKIA,7705,SAR-8	1	Located at EM Building



				at Public works
	3HE06791AAAC	SAR-8 Shelf V2	1	Located at EM Building at Public works
	3HE06151AAAD	8 Port GES FP Card	1	Located at EM Building at Public works
	3HE02774ABAD	Control Switch Module V2	1	Located at EM Building at Public works
	3HE0277 ABAD	Control Switch Module V2	1	Located at EM Building at Public works
	3HE06792EAAC	Fan Alarm Module SAR -AV2	1	Located at EM Building at Public works
	3HE034Q1AAAB	Sync Y Cable	1	Located at EM Building at Public works
	3HE11904AARB	SFP-GIGE Base T RJ45	1	Located at EM Building at Public works
610	VS-CR1Y /14032-0001-86	ROUTER,ISR,C1111-4P,SEC	1	Located at EM Building at Public works
620	VS-CR99	ROUTER,ISR4351,APPX LIC	1	Located at EM Building at Public works
630	A33-0011-001	COMBINER,806-869 MHZ, 6 CH	1	Located at EM Building at Public works
640	SC-MD7B-DC	ASSY,CONTROLLER,SITEPRO,MME W/ CABLES DC	1	Located at EM Building at Public works


L3HARRIS™

650	SAMD7Y-DC	KIT, NET SENTRY, CNTL/DATA, DC PWR,WIN10	1	Located at EM Building at Public works
660	EA-555027-002	Oscillator,SecureSync,Rb,Master,DC	1	Located at EM Building at Public works
670	CM-009172-012	6ft USB Cable Kit for KVM Switches	1	Located at EM Building at Public works
680	NM-VM2B	SOFTWARE,PREMIER CORE,VM	1	Located at EM Building at Public works
690	BM-PK1E	FEATURE,NO AES ENCRYPTION	1	Embedded in VIDA core
700	UD-ZN4Z	CONSOLE, BUNDLE, PREMIER, WIN8.1	1	Located at EM Building at Public works
710	UD-SG4T	LICENSE,CONVENTIONAL CONTROLS	1	Located at EM Building at Public works
720	UD-SG4U	LICENSE,PAGING CAPABILITY	1	Located at EM Building at Public works
730	UD-SG4Y	LICENSE,REMOTE AUX I/O	1	Located at EM Building at Public works
740	UD-AB1A	SPEAKER, NANO, SYMPHONY	1	Located at EM Building at Public works
750	UD-AB1A	SPEAKER, NANO, SYMPHONY	1	Located at EM Building at Public works
760	UD-CU8X	MONITOR, 22IN CLASS, NON-TOUCHSCREEN,HD	1	Located at EM Building



				at Public works
770	UD-AB1K	CABLE,DISPLAYPORT TO DVI-D,10FT	1	Located at EM Building at Public works
780	UD-AB1F	MOUSE, OPTICAL, USB, SCROLL WHEEL	1	Located at EM Building at Public works
790	UD-AB1G	KEYBOARD, 104 KEY, USB	1	Located at EM Building at Public works
800	UD-AB1D	SINGLE FOOTSWITCH, USB, SYMPHONY	1	Located at EM Building at Public works
810	UD-AB1M	DESK MIC, DB9	1	Located at EM Building at Public works
820	UD-AB1B	JACK BOX, 6 WIRE	1	Located at EM Building at Public works
830	UD-AB1B	JACK BOX, 6 WIRE	1	Located at EM Building at Public works
840	CM-022218-3006WJ	Adapter,6 Wire Jackbox to Headset	2	Located at EM Building at Public works
850	2C-CM22218-0305	HEADSET,OVER-THE HEAD SOLID BOOM	2	Located at EM Building at Public works
860	NS-SG2C	LICENSE,CONSOLE TALKPATH	12	Located at EM Building at Public works
870	CM-022218-001101	License,Vocoder	1	Located at EM Building at Public works


L3HARRIS™

880	MM100UD	MANUAL,OP/INSTA/CONFIG,SYMPHONY,CD	1	Located at EM Building at Public works
	242100.500.VC	SMARTPACK2 MASTER CLEI	1	Located at EM Building at Public works
	242100.501.VC	SMARTPACK2 BASIC G2 CLEI	1	Located at EM Building at Public works
	242100.502.VC	I/O MONITOR TYPE 2 G2 CLEI	1	Located at EM Building at Public works
	241119.105	FLATPACK 48/3000 HE	1	Located at EM Building at Public works
	13820-006	BASIC IDU FOR iPASOLINK 650	1	Located at EM Building at Public works
	13820-131	SPARE FAN UNIT FOR Ipasolink 650	1	Located at EM Building at Public works
	13820-151	SPARE FILTER UNIT FOR iPASOLINK 650	1	Located at EM Building at Public works
	13820-111	POWER SUPPLY FOR -48VDC (-40.5 TO -57VDC), FOR iPASOLINK 650	1	Located at EM Building at Public works
	A-86220-001	AMR MODEMCARD,EH,NO AES	1	Located at EM Building at Public works
	13820-SSX	SFP MODULE 1000BASE-SX--NOTE: MULTICODE FIBER SFP--(550m,850,nm,LC CONNECTOR)	2	Located at EM Building at Public works


L3HARRIS™

	78612-ACO-XX	TRP-6G-=1AP,11G,HIGH POWER ODU,SUB-BAND TBD,HIGH/LOW,N-TYPE	2	Located at EM Building at Public works
	84121-CBA-X	TRP-11G-2E,IAP,11G,HIGH POWER ODU,SUB-BAND FREE,LOW/HIGH,WG-TYPE	2	Located at EM Building at Public works
	MT 500 D	30CFH Dehydrator	1	Located at EM Building at Public works
	MT 050 C	8CFH Dehydrator	1	Located at EM Building at Public works
	RU-1048	48 V Power Supply (Duracom)	2	Located at EM Building at Public works
	36 NMNF-A	Polyphaser	2	Located at EM Building at Public works
	06 NFNF-A	Polyphaser	1	Located at EM Building at Public works
	140017-0301-21	Monitor	1	Located at EM Building at Public works
	EA-555-008-012	Master V TX Module	1	Located at EM Building at Public works
	EA-555-004-012	Master V TX Module Control Module	1	Located at EM Building at Public works
	Master V panel	Master V Cross Connect Panels	2	Located at EM Building at Public works



ATTACHMENT C
TABLE 4a REPLACED ROUTERS -
RILEY COUNTY, KS HARDWARE REFRESH LIST

New Router Part Number	Quantity	Description
VS-CR1F	2	Router, ISR4221/K9
VS-CR1V	5	Router, ISR, C1111-4P
VS-CRIE	3	Router, C881-K9, ADV IP SVC
VS-CR1Y	4	Router, ISR, C1111-4P, SEC
VS-CR97	1	Router, ISP4321, APPX LIC
Original Router Part Number	Quantity	Description
VS-CR34	2	Router,2921, AC, L3 Switch MDL, No Encryption
VS-CR32	5	Router,1921, AC, No Encryption, Cisco
VS-CR08	3	Router,2911, DC, IPBase, w/Ether Switch
VS-CR14	4	Router,2921, DC, Security, w/Ether Switch
VS-CR32	1	Router,1921, AC, No Encryption Cisco



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 30, 2021
SUBJECT: KDOT Local Road Safety Plan
PRESENTER: John Ellermann

BACKGROUND

The Local Road Safety Plan, as presented, is to be used as a tool for identifying, analyzing and prioritizing roadway safety improvements on local roads. KDOT started this program with a goal to create safety plans for all 105 counties in five years. The program will study all major collectors and other paved roads under county jurisdiction.

DISCUSSION

The Local Road Safety Plan will look risk factors of road segments, curves and intersections. The study will produce a list of safety strategies and countermeasures for each of the risk factors identified. Once started the project is estimated to take 270 days to complete.

By participating and having a Local Road Safety Plan the County will be able to apply for High Risk Rural Road and other safety grants as they become available.

FISCAL IMPACT

Fiscal impact for participating in the Local Road Safety Plan is 90/10 split with KDOT. Total cost of the project is \$52,653.35 with the County share being \$5,265.33.

RECOMMENDATION(S)

Public Works recommends approving the project and signing the agreement.

POSSIBLE MOTION(S)

Move to approve the Local Road Safety Plan.

Move to deny the Local Road Safety Plan.

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- C-4790-05 (302-21) Local Road Safety Plan (Riley County) final (PDF)

PROJECT NO. 106 C-4790-05
 HSIP-479(005)
 LOCAL ROAD SAFETY PLAN
 RILEY COUNTY, KANSAS

A G R E E M E N T

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

R E C I T A L S :

- A. The County has applied for and the Secretary has authorized a federal-aid Project, as further described in this Agreement.
- B. The Secretary and the County are empowered by the laws of Kansas to enter into agreements for obtaining consultant services on roads owned by local public authorities.
- C. The Secretary and the County desire to participate in a study and to cause the preparation of a local road safety plan that will serve as guidance for County efforts to improve safety.
- D. Counties are, under certain circumstances, entitled to receive assistance in the preparation of transportation and road related plans, provided however, in order to be eligible for such federal aid, such work is required to be done in accordance with applicable Kansas and federal laws.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

A R T I C L E 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. **“Consultant”** means any engineering firm or other entity retained to perform services for the Study.
- 3. **“Consultant Contract”** means the agreement between the Secretary and the Consultant, as amended from time to time in accordance with its terms, pursuant to which the Consultant will develop the Study for the Parties.
- 4. **“Contract Amount”** means the amount specified in the Consultant Contract to be paid for the Study to be performed by the Consultant.
- 5. **“County”** means Riley County, Kansas, with its place of business at 110 Courthouse Plaza, Manhattan, KS 66502.

6. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
7. **“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.
8. **“Local Road Safety Plan” or “LRSP”** means a document which provides a framework for identifying, analyzing, and prioritizing roadway safety improvements on local roads to be used as a tool for reducing roadway fatalities, injuries, and crashes.
9. **“Non-Participating Costs”** means expenditures for items or services which are not integral to the development of the Study, including but not limited to costs incurred by one of the Non-KDOT Parties on its own initiative to enhance a portion of the Study for its benefit, but which does not benefit all Parties.
10. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the County.
11. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
12. **“Study”** means the studies, designs, plans, estimates, surveys, and any necessary investigations to be undertaken, developed, made or provided by the Consultant for the development of the Study of Potential Safety Improvements on all major collectors and other paved roads under the County’s jurisdiction, with the exception of subdivisions with speed limits lower than 35 mph to be used to create a Local Road Safety Plan for the County and as further described in the Scope of Services which is attached to this Agreement as Special Attachment No. 4.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Parties agree the costs and contributions reflected below are estimates to be used for encumbrance purposes and are subject to change.

Party	Funding Source	Responsibility	Total Projected Contribution (\$)
Secretary	Federal (HSIP) Funds	90% of Costs of the Study	47,388.02
County	Local Match	10% of Costs of the Study, not to exceed \$5,265.33.	5,265.33
		100% Non-Participating Costs.	
Total Estimated Project Costs			52,653.35

ARTICLE III

SECRETARY RESPONSIBILITIES:

1. **Contract Administration by KDOT.** The Secretary agrees to contract, on behalf of the County, with the Consultant selected by the Secretary to perform the Study. The Secretary agrees to determine the scope of the Study and the deliverables, to monitor the process of the consultant's work, and to verify the provision of the final deliverables, as described in the agreed-upon project scope in the Consultant Contract. The Secretary further agrees to administer the payments due the Consultant pursuant to the Consultant Contract, including any portion of cost borne by the County pursuant to this Agreement.
2. **Consultant Contract Language.** The Secretary will require the Consultant to indemnify, hold harmless, and save the Parties from personal injury and property damage claims arising out of the acts or omissions of the Consultant, the Consultant's agent, sub-consultants, or suppliers. If the Parties are required to defend a third party's claim, the Consultant shall indemnify the Parties for damages paid to the third party and all related expenses that the Parties incur in defending the claim.
3. **Plan Retention.** The Secretary agrees to furnish or have the Consultant furnish to the County one (1) paper copy and one (1) electronic copy of the final Study for the County's records.
4. **Designated Representative.** The Secretary will designate a representative to attend meetings organized by the Parties to discuss the progress of the Study and the quality of the materials being prepared.
5. **Final Billing.** After receipt of the Consultant's final voucher claim, the Secretary's Chief of Fiscal Services, will prepare a complete and final billing of all costs incurred pursuant to the Consultant Contract, for which the County is responsible, and shall then transmit the complete and final billing to the County.

ARTICLE IV

COUNTY RESPONSIBILITIES:

1. **Secretary Authorization.** The County authorizes the Secretary to take such steps as are deemed necessary or advisable for the purpose of securing the benefits of federal-aid for this Study. The Secretary is authorized to determine the scope of the Study and the deliverables. The Study shall be undertaken, prosecuted, and completed for and on behalf of the County by the Secretary. All things hereinafter done by the Secretary in connection with the Study are authorized, adopted, ratified, and confirmed by the County to the same extent and with the same effect as though done directly by the County acting in its own individual capacity.
2. **Legal Authority.** By his or her 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 adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

3. **Indemnification.** To the extent permitted by law and subject to the exceptions and the maximum liability provisions of the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the County will defend, indemnify, hold harmless, and save the Secretary and the Secretary's 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 County, its employees, agents, or sub-consultants; provided, however that the County, shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

4. **Payment Withholding.** The County authorizes the Secretary to withhold or not make payment for work performed by the Consultant pursuant to the Consultant Contract that, within the judgment of the Secretary, is not in substantial compliance with the agreed upon scope, is not performed in accordance with generally-recognized professional standards, or is not based on sound engineering and planning judgment.

5. **Remittance of Estimated Share.** The County will deposit with the Secretary its estimated share of the costs to be incurred pursuant to the Consultant Contract. The date indicated for County to deposit its estimated share of the total Study expenses is sixty (60) days after the Effective Date.

6. **Accounting.** Upon the request of the Secretary and in order to enable the Secretary to report all costs of the Study to the legislature, the County will provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the County to any party outside of the Secretary for any other major expense associated with the Study.

7. **Audit.**

- a. **Agency Audit.** The County will participate and cooperate with the Secretary in an annual audit of Study costs. The County shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement and, if any such audits reveal payments that have been made to the Consultant for items considered Non-Participating Costs, the County shall promptly reimburse the Secretary for those items upon notification by the Secretary.
- b. **Federal Audit Requirements.** Projects involving Federal awards are subject to the Audit Standards set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (commonly known as the "Supercircular"). 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.*

ARTICLE V

STUDY REQUIREMENTS:

1. **Study Objectives.** The Study will focus on developing a Local Road Safety Plan for the County, with the minimum Study objectives being to:
 - Select safety emphasis areas by identifying the types of crashes that offer the greatest opportunity for crash reduction;
 - Identify a short list of countermeasures most appropriate for the Study routes based on strategies that have been demonstrated to effectively reduce the identified priority crash types; and
 - Identify the intersections, segments, and/or curves that are the highest priority candidates for safety investment in a prioritized manner by route and location, including information sufficient to apply for safety funding.

ARTICLE VI

GENERAL PROVISIONS:

1. **Responsibility for Adequacy of Study.** The Consultant shall have the sole responsibility for the adequacy and accuracy of the Study. Any review of these items performed by the County or the Secretary or their representatives is not intended to and shall not be construed to be an undertaking of the Consultant's duty to provide an adequate and accurate Study. Reviews by the Secretary are not done for the benefit of the Consultant, the construction contractor, the County, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Study, or any other work performed by the Consultant or the County.
2. **Project Application.** The County submitted a LRSP Project Application to the Secretary which is incorporated into this Agreement by this reference.
3. **Compliance with Federal and State Laws.** The Study will comply with all appropriate state and federal laws and regulations.
4. **Prior Costs Incurred.** Each Party will be individually responsible for one hundred percent (100%) of any costs related to the Study incurred by that Party prior to the execution of the Consultant Contract or the supplement to the Consultant Contract entailing the Study, as applicable.
5. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
6. **Contractual Provisions.** The Provisions found in the current version of the "Contractual Provisions Attachment (Form DA-146a)," which is attached hereto, are hereby incorporated into this Agreement and made a part thereof.
7. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to fulfill the payment obligations of the Secretary, the Secretary may terminate this Agreement at the end of

the then current fiscal year; provided that, the Secretary will participate in all approved Consultant Contract costs incurred prior to the termination of the Agreement.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

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

 CHAIRPERSON

(SEAL)

 MEMBER

 MEMBER

Agreement No. 302-21
Project No. 106 C-4790-05
Bureau of Local Projects

Kansas Department of Transportation
Secretary of Transportation

By: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Attachment: C-4790-05 (302-21) Local Road Safety Plan (Riley County) final (11147 : KDOT Local Road Safety Plan)

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.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

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

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special 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 (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination 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 Non-discrimination 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, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“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 Non-discrimination 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 through six 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 (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination 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. 100-209), (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, which 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. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination 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, which 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, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



**Special Attachment No. 4
Scope of Services
Kansas Local Road Safety Plans
Kansas Department of Transportation (KDOT)
Bureau of Local Projects (BLP)
KDOT Project No. 106 C-4790-05
FHWA Project No. HSIP-C479(005)**

PROJECT UNDERSTANDING

The general services as agreed upon by the Kansas Department of Transportation (KDOT) and TranSystems include the development of a Local Road Safety Plan (LRSP) for every county in the State. The following 63 counties have been completed as part of earlier LRSP projects (summarized below alphabetically by KDOT Project Number):

KDOT Project 106 C-4790-01 ("LRSP Pilot"): Barton, Butler, McPherson, and Stafford

KDOT Project 106 C-4790-02 ("Year 1"): Clark, Comanche, Cowley, Crawford, Douglas, Ellis, Ford, Grant, Gray, Haskell, Jefferson, Kiowa, Lyon, Marion, Meade, Montgomery, Ness, Pawnee, Republic, and Rice

KDOT Project 106 C-4790-03 ("Year 2"): Atchison, Coffey, Dickinson, Elk, Greeley, Harvey, Hodgeman, Leavenworth, Lincoln, Linn, Logan, Miami, Morton, Ottawa, Phillips, Pottawatomie, Pratt, Reno, and Scott

KDOT Project 106 C-4790-04 ("Year 3"): Barber, Brown, Chautauqua, Cloud, Edwards, Ellsworth, Finney, Gove, Greenwood, Hamilton, Kingman, Mitchell, Morris, Russell, Saline, Smith, Stevens, Thomas, Trego, and Wabaunsee

The following scope is for the next group of 20 counties to be completed under KDOT Project 106 C-4790-05 ("Year 4"). For Year 4, the 20 counties as summarized by KDOT District include:

District 1: Doniphan, Jackson, Johnson, Shawnee, and Riley

District 2: Geary and Jewell

District 3: Decatur, Graham, Rawlins, and Wallace

District 4: Bourbon, Cherokee, Franklin, and Wilson

District 5: Sedgwick and Sumner

District 6: Kearny, Seward, and Stanton

For each county, the LRSP study routes generally include all major collectors and all other paved roads under the county's jurisdiction except subdivision roadways with speed limits lower than 35 mph. Maps which show the study routes in each county are included with this scope of services (Pages 8-27). The study routes include approximately 4,500 total roadway miles with the following breakdown per county:

District 1: Doniphan (180 miles), Jackson (210 miles), Johnson (180 miles), Shawnee (410 miles), and Riley (110 miles)

District 2: Geary (100 miles), and Jewell (290 miles)

District 3: Decatur (200 miles), Graham (180 miles), Rawlins (230 miles), and Wallace (120 miles)

District 4: Bourbon (240 miles), Cherokee (260 miles), Franklin (240 miles), and Wilson (210 miles)

District 5: Sedgwick (530 miles), and Sumner (340 miles)

District 6: Kearny (170 miles), Seward (160 miles), and Stanton (140 miles)



Each LRSP will include recommendations for safety improvement projects based on risk factors, including existing crashes. Low-cost systemic safety measures will be emphasized in the recommendations. The final product will provide a prioritized list of safety improvement projects with a preliminary opinion of probable cost. The prioritization will be based on the KDOT BLP list of approved risk factors determined as part of the earlier LRSP projects, unless otherwise modified as part of this project and approved for use by KDOT.

PROJECT TASKS

This scope of services includes the following tasks.

1. Project Management:
 - a. Perform day to day project management of this contract, including submission of monthly invoices/progress reports.
 - b. Attend a monthly conference call to discuss project status. Attendees for each call are anticipated to be KDOT, the project representative for each county and staff from our subconsultants on the project (Kimley-Horn, WSP, and Kirkham Michael). There will be a single call for all 20 counties each month. Only one agenda and set of minutes will be prepared each month. Throughout the duration of the project, no more than ten (10) conference calls are anticipated. Conference calls will not occur during months when Safety Workshops (defined in Task 5) are held.
 - c. Coordinate and provide guidance to subconsultants on tasks to be performed by subconsultants.
2. Crash Analysis:
 - a. Obtain from KDOT the most recent 5-year crash data for the 20 study counties included on the project, and confirm the geocoded locations of all crashes on the LRSP study routes. Based on earlier LRSP projects, it is anticipated that this task will include no more than 25,000 crashes (approximately 30% of which will fall on LRSP study routes). The crash data will be from a recent 5-year period and will be provided in a database that includes all available metadata for the crash database. The crash analysis will begin once all crash data is provided by KDOT.
 - b. Prepare a graphical representation of the total crashes along each county's LRSP study routes in the form of a heat map that will be shared with each county as part of their Safety Workshop.
 - c. Develop a list of high crash locations for each county's LRSP study routes. Consistent with the earlier LRSP projects, high crash locations will be based on a comparison between the actual crash frequency (crashes per year) and the predicted average crash frequency using procedures outlined in the Highway Safety Manual (HSM). Only crash records from the 5-year crash database (provided as part of Task 2a) will be used for this task. The lists will be used as a supplemental resource in determining safety project locations.
3. Data Collection/Analysis:
 - a. Collect attribute data for all LRSP intersections, segments, and curves that can be used to determine the presence of risk factors from the KDOT BLP list of approved risk factors. The presence of selected existing safety features for all LRSP intersections, segments, and curves (e.g., edge line, center line or transverse rumble strips; roadway lighting; flashing beacons; etc.) will also be documented. Data collection will be conducted using methods consistent with those developed as part of the earlier LRSP projects. Initially, this will be limited to prescreening the LRSP study routes using readily available data sources (e.g., existing KDOT and county mapping or GIS records, existing aerial photography, Google, Bing, etc.). Each LRSP study route will then be driven once (each direction) to collect additional limited field data that can be used to determine the presence of an approved risk factor. Geospatial video data

will be collected as part of this effort. Anticipated county assignments for Year 4 data collection are as follows:

- WSP for District 1 (Doniphan, Jackson*, Johnson, Shawnee, and Riley) and District 2 (Geary and Jewell)
- TranSystems for District 4 (Bourbon, Cherokee, Franklin, and Wilson) and District 5 (Sedgwick and Sumner)
- Kirkham Michael for District 3 (Decatur, Graham, Rawlins, and Wallace) and District 6 (Kearny, Seward, and Stanton)

* Geospatial video data for Jackson County has previously been collected (Year 2) and will be used; however, we are assuming no more than 10% of additional field video data on Jackson County LRSP routes will be collected.

i. Intersections

All intersections along the LRSP study routes will be reviewed to determine the risk factors that are present. The KDOT BLP list of approved risk factors includes the following items:

- | | |
|---|---|
| a. Average Daily Traffic (ADT) on all approaches | d. Skew angle |
| b. Intersection control (controlled vs. uncontrolled) | e. Intersection sight distance |
| c. Distance from previous Stop sign (along the LRSP routes) | f. Location on a curve |
| | g. Presence of a driveway or another intersection (near intersection) |
| | h. Fatal or serious injury crash history |

ii. Segments

Segments along the LRSP study routes will initially be identified using county-provided GIS roadway centerline files, or those readily available through Kansas Data Access and Support Center (DASC), that define segment names and length. Further refinement to segment identification will be based on the following:

- attributes that are generally similar along the segments, such as pavement or shoulder widths;
- if there are major alignment changes in the route (i.e., a change from north/south alignment to east/west); and,
- if the segment intersects another LRSP route where traffic volume and other characteristics change.

All segments will be reviewed to determine the risk factors that are present. The KDOT BLP list of approved risk factors includes the following items:

- | | |
|--------------------------------------|---|
| a. ADT | g. Presence of pavement markings (centerline and edge line) |
| b. Surfacing type (paved vs. gravel) | h. Proximity of fixed objects (roadside assessment) |
| c. Roadway width | i. Lane departure crash rate |
| d. Shoulder width | |
| e. Edge condition | |
| f. Access density | |

iii. Curves

All curves along the LRSP study routes will be reviewed to determine the risk factors that are present. For the purposes of the project, a curve will be defined using the following general parameters: radius less than 2,500 feet and a length greater than 100 feet. The KDOT BLP list of approved risk factors includes the following items:



EXPERIENCE | Transportation

- | | |
|---|---|
| <ul style="list-style-type: none"> a. ADT b. Curve radius c. Curve superelevation (superelevated vs. no apparent superelevation) d. Shoulder width e. Horizontal alignment warning signs (present vs. not present) | <ul style="list-style-type: none"> f. Access density (presence of an intersection or driveway in/near curve) g. Edge condition h. Proximity of fixed objects (roadside assessment) i. Fatal or serious injury crash history |
|---|---|

The initial prescreening will include estimating ADT using the best information available (typically, KDOT District, City and County traffic count maps) rather than collecting count data. County 911 address databases (Next Generation 911 files) will be used as the primary source to identify access points along the LRSP study routes. Aerial photography will be used for intersection skew angle and to verify relevant segment and curve data (e.g., pavement type and width, shoulder width, entrance locations, curve radius and length, etc.). General subjective ratings (good, average, or poor) will be made during the limited field data collection drive through to assess edge condition and the presence and proximity of fixed objects. Video data review will be used to supplement the readily available data sources, particularly for assessing curve superelevation, presence of curve warning signs, intersection control signing, and intersection sight distance (cursory assessments only, such as adequate or limited). Data collected as part of previous studies on the LRSP routes, such as a Practical Road Safety Assessment or a Traffic Engineering Assistance Program study, will be supplied by KDOT or the county and may also be used as part of this task. The attribute data will be stored in a GIS database to facilitate viewing and processing.

4. Develop List of Safety Strategies/Countermeasures

- a. Review the KDOT BLP list of safety strategies and countermeasures for each of the KDOT BLP list of approved risk factors (prepared as part of the most recent LRSP project – Year 3), and determine whether these should be amended for use on this project. Primary references in determining modifications to countermeasures include NCHRP 500 series reports, NHTSA's Countermeasures That Work, FHWA's Towards Zero Deaths (human factors strategies), FHWA's Proven Safety Countermeasures, and FHWA's Crash Modification Factors (CMF) Clearinghouse. Other references may be used in coordination with KDOT approval. Changes to the KDOT BLP list of safety strategies and countermeasures will be submitted to KDOT for review and approval. One conference call will be held to discuss review comments.
- b. Provide amended tables for each of the safety strategies and countermeasures identified in Task 4a which include a brief description, an opinion of the probable cost to implement, and the expected effectiveness (CMF if available).

5. Safety Workshops

- a. Develop, promote and lead one safety workshop in each county. TranSystems staff will lead all of the Safety Workshops with support from each local consultant, if applicable. When we are holding the Safety Workshops in counties assigned to WSP or Kirkham Michael, there will be one TranSystems representative and one from either WSP or Kirkham Michael. For the other Safety Workshops, there will be two TranSystems representatives. Local participants will be determined by the project representative for each county (e.g., county road and bridge supervisor, public works director, etc.) in coordination with the KDOT project manager. It is anticipated that participants will include county commissioners and key stakeholders from the county's engineering, education, enforcement and emergency services communities. The purpose of the workshop is to educate stakeholders on the magnitude of the issues and the effectiveness of possible solutions, present the results of the crash and



EXPERIENCE | Transportation

roadway data analysis, and obtain feedback on specific locations of concern as well as potential strategies/countermeasures.

- b. Prepare workshop invite and agenda in advance of the meeting. These materials will focus on communicating the intent of the workshop. Submit to KDOT and the counties for review and approval prior to submitting it to participants. The project representative for each county will be responsible for booking a meeting room and sending out the invite/agenda to participants.
- c. Prepare and distribute notes/minutes from the workshop. Final documentation will be distributed by TranSystems after comments from attendees have been received.

6. Identify Short List of Safety Strategies/Countermeasures

- a. Prepare a list of priority safety strategies and countermeasures that are recommended for implementation on the LRSP intersections, segments, and curves. Safety strategies and countermeasures identified as part of the Task 4 services will be used as a starting point and refined to include those that have been demonstrated to effectively reduce the identified priority crash types. Low-cost systemic improvements will be emphasized, along with proven, practical and easily implementable solutions. These may be tailored to each county depending on findings from the crash and roadway data analysis, or based on input received during the Safety Workshops.
- b. Review the project selection thresholds prepared as part of the most recent LRSP project (Year 3) and determine whether these should be amended in developing recommendations for projects as part of the Task 7 services. Refinements to the priority strategies and countermeasures developed in Task 6a will be incorporated as part of this task. Changes will be submitted to KDOT for review and approval. One conference call will be held to discuss review comments.

7. Identify Safety Projects

Safety projects will be identified for a total of 10 locations in each county.

- a. Review risk factor ranking criteria for intersections, segments, and curves that was developed as part of the most recent LRSP project (Year 3) and refine for use on this project based on pertinent findings from the crash and roadway data analysis. Changes will be submitted to KDOT for review and approval as part of the Task 6b services.
- b. Calculate risk factor scores for all LRSP intersections, segments, and curves. It is anticipated that this task will begin once Task 3, Task 4, and Task 5 are substantially complete.
- c. Provide list of the results of the risk factor ranking summary for all LRSP intersections, segments, and curves to KDOT and the project representative for each county for their future use.
- d. Develop a prioritized list of the top 10 safety improvement locations (intersection, segment, or curve) for each county. This will be a data-driven approach for project location selection utilizing the risk factor scoring (outcome of Task 7b), along with findings from the Task 2 crash analysis and crash frequency listings.
- e. Develop unique project sheets for the 10 safety improvement locations per county (for a total of 200 project sheets) which depict project type, location, proposed improvements, and an opinion of probable cost. It is anticipated that these project sheets will provide sufficient information for the counties to apply for High Risk Rural Roads Program (HRRR) or Highway Safety Improvement Program (HSIP) funding, but will not include costs for Rights of Way and Utility Adjustments, if applicable.

8. Local Road Safety Plan Document

- a. Develop a Local Road Safety Plan document for each county. The document is anticipated to include the following items:
 - i. Executive summary which includes the prioritized list of safety improvement projects for the top ten intersection, segment, and curve projects.



EXPERIENCE | Transportation

- ii. Documentation and technical appendices supporting the approved risk factors developed as part of earlier LRSP projects, priority strategies and project selection thresholds (outcome of Task 6) and priority locations (outcome of Task 7).
- iii. Project sheets for the 10 safety improvement projects which depict project type, location, proposed improvements, and an opinion of probable cost.
- b. Submit draft LRSP document to KDOT and each county for review and approval. It is anticipated that a separate conference call with each county will be held to discuss review comments.
- c. Revise draft LRSP document and submit final to KDOT and each county.
- d. Prepare a summary memorandum for KDOT which lists our suggestions for completing future LRSP documents.

FINAL DELIVERABLES

The following deliverables are anticipated to be submitted as part of this scope of services:

1. PDF version of the final LRSP document for KDOT and each county.
2. Two (2) bound copies of the final LRSP document for each county. It is anticipated that there will be approximately 200 sheets maximum in each final report.
3. Final geodatabase for each county that contains all attribute data collected for their LRSP study routes.

SCHEDULE

TranSystems anticipates that all services can be completed within **twelve months** of receiving the executed contract. Work for each county will follow the approximate schedule shown on Page 28. This schedule assumes that all crash data for the 20 study counties referenced in Task 2a, including all available metadata for the crashes, will be provided in an electronic database within **two (2) weeks** of receiving the executed contract.

Proposal Conditions

The following is a list of conditions that were the basis for this proposal:

- The LRSP study routes in each county will not change from those shown on the county maps included with this scope of services. A supplement will be necessary to complete the project should the number of study route miles in a particular county increase significantly (10% or more), or if additional routes are added after the data collection is complete for that county.
- Geospatial video data for Jackson County has previously been collected (Year 2) and will be used; however, we are assuming no more than 10% of additional field video data on Jackson County LRSP routes will be collected. If more than 10% of additional field video data needs to be collected on Jackson County LRSP routes, a supplement will be needed.
- All crash information provided by KDOT for the 20 study counties and the LRSP study routes will be provided in an electronic database. Based on earlier LRSP projects, it is anticipated that the crash analysis will include no more than 25,000 crashes (approximately 30% of which will fall on LRSP study routes). A supplement will be necessary to complete the project should the number of anticipated crashes increase significantly (10% or more) from these numbers.
- It is assumed that there are no changes to the KDOT BLP list of approved risk factors determined as part of the earlier LRSP projects.
- This scope of services does not include signal or multiway stop control warrant analysis.
- This scope of services does not include the collection of any 24-hour or manual count data.
- An in-depth field review of the top ten intersection, segment, and curve projects is not included in this scope of services (e.g., no surveying will be included).
- Each preliminary opinion of probable cost will be based on the information known to TranSystems at



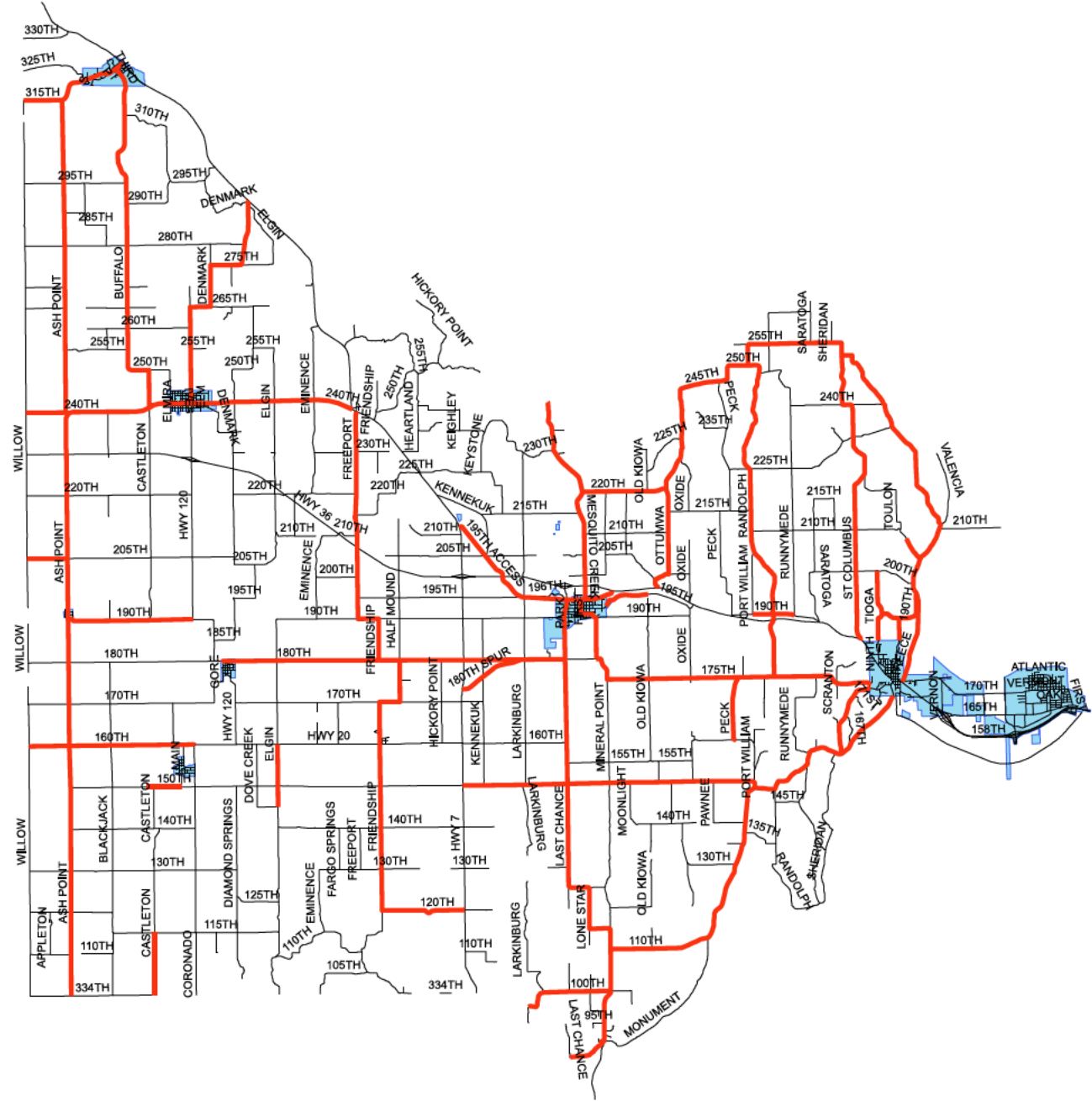
EXPERIENCE | Transportation

the time it is prepared, and will be based on the recommended improvements for the particular intersection, segment or curve. Costs for Rights of Way and Utility Adjustments will not be included.

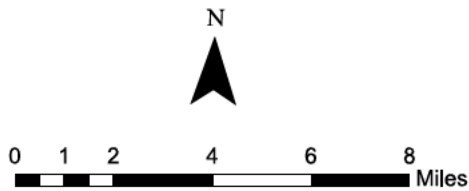
- The preparation of design documents for any of the potential improvement options is not included in this scope of services.
- It is assumed that the work breakdown structure will be approximately limited to the number of hours identified in the Estimate of Hours Table identified on Pages 29 – 31. The table is broken down by task, but during the course of the project, the hours may move between tasks depending on the actual time necessary to complete the task. Tasks are assumed to take no more time than what has been allotted; a supplement may be necessary to complete the project if there is a modification to the scope, thereby causing these tasks to exceed their planned time.

It is anticipated that the KDOT and/or each county will provide the following:

- KDOT will provide crash data for the 20 study counties. The crash data will be from a recent 5-year period and will be provided in a database that includes all available metadata for the crash database. The database will be provided in an electronic format (e.g., Access, Excel, etc.).
- Current aerial photography for each county if no readily available data sources exist (e.g., Google, Bing, etc.). It is recognized that no new aerial photography will be generated by the counties specifically for this project.
- Existing KDOT and county GIS records for ADT, roadway centerlines, 911 addresses, and existing signing, although maps with this information will be acceptable alternatives. This information must be provided prior to initiating Task 3 – Data Collection/Analysis.
- Previous studies (such as a Practical Road Safety Assessment or a Traffic Engineering Assistance Program study) on the LRSP study routes.

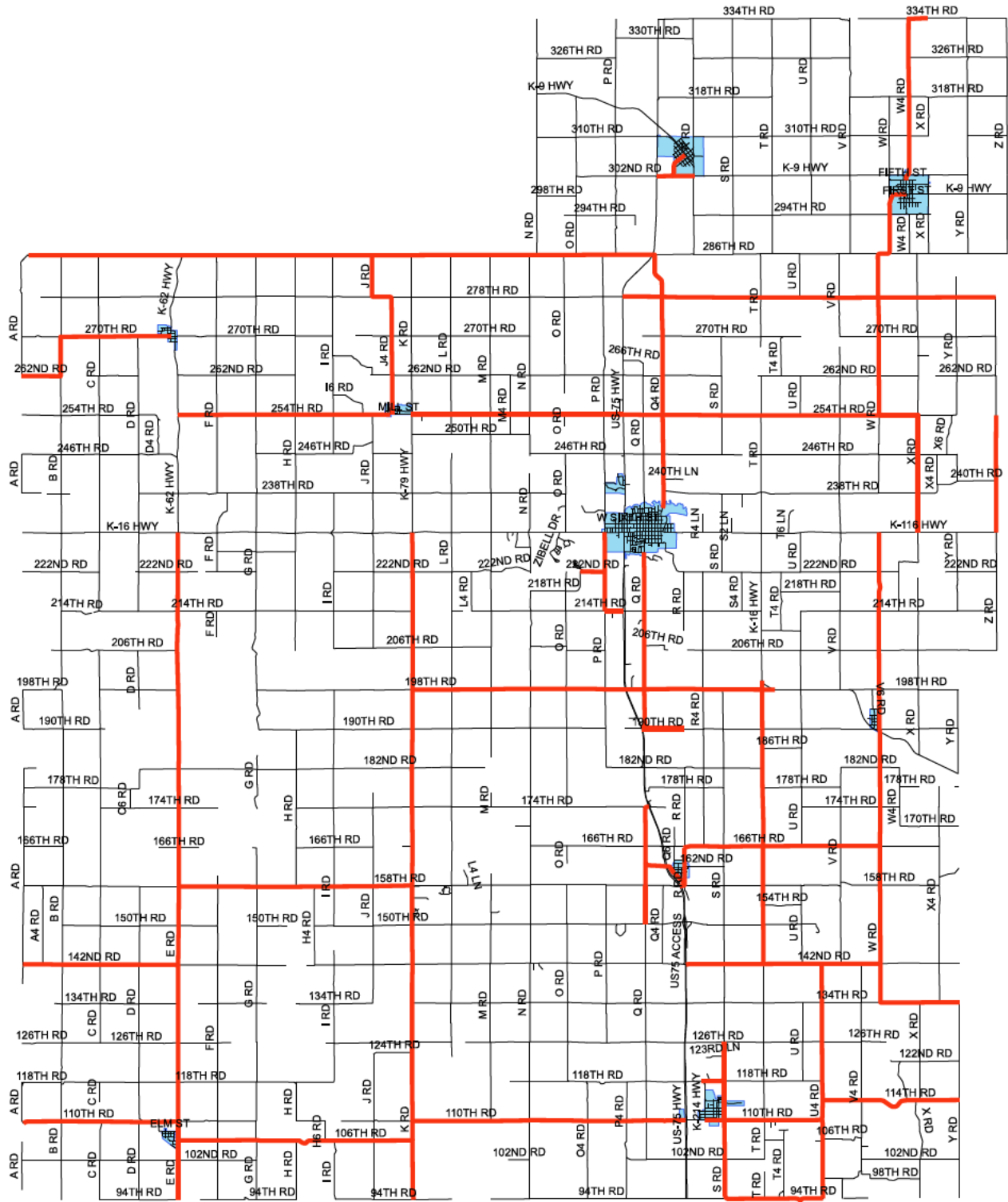


Doniphan County

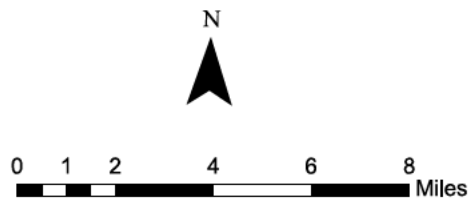


Legend

- LRSP Segment
- City Limits

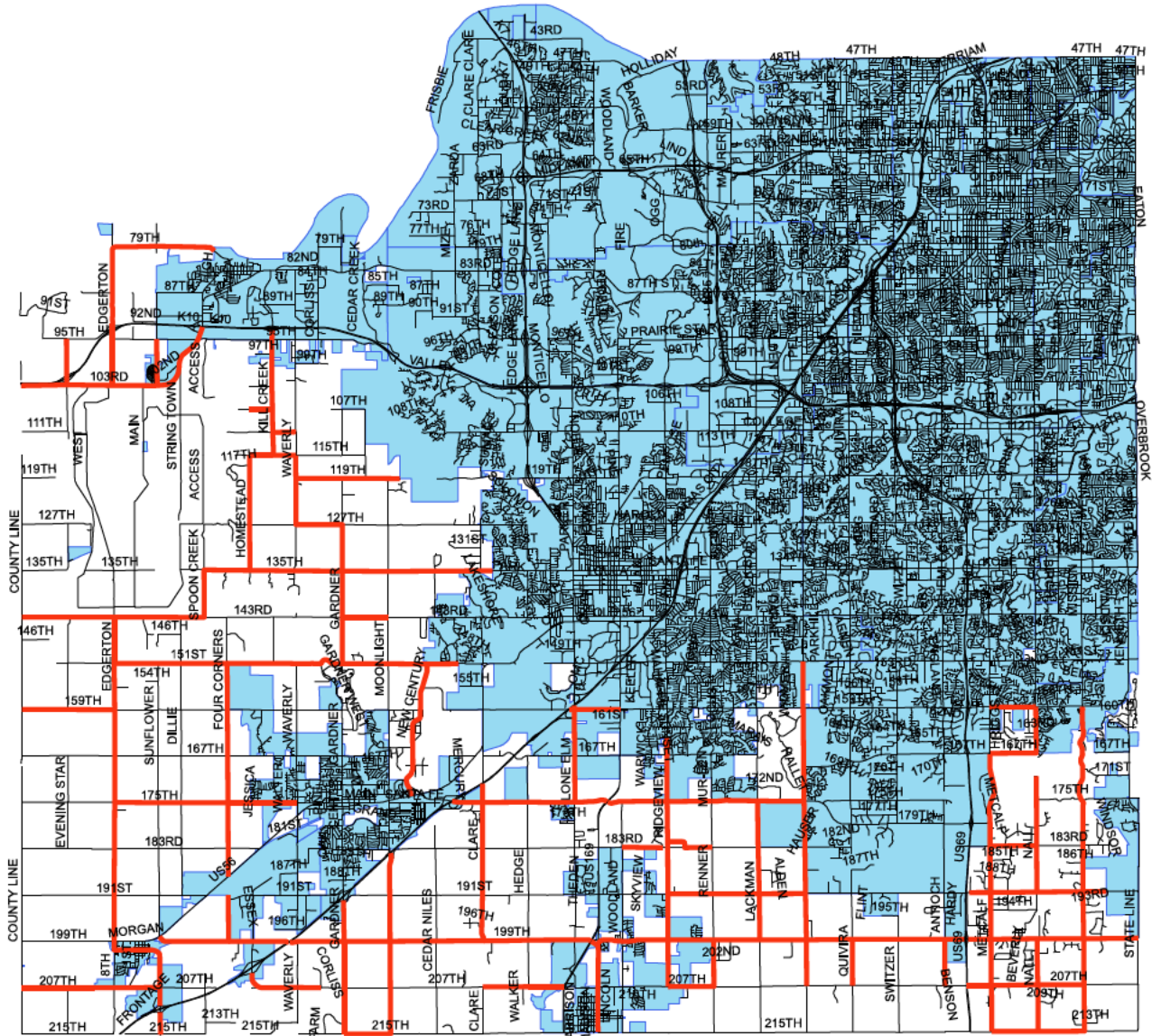


Jackson County

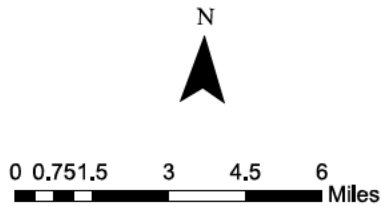


Legend

- LRSP Segment
- City Limits

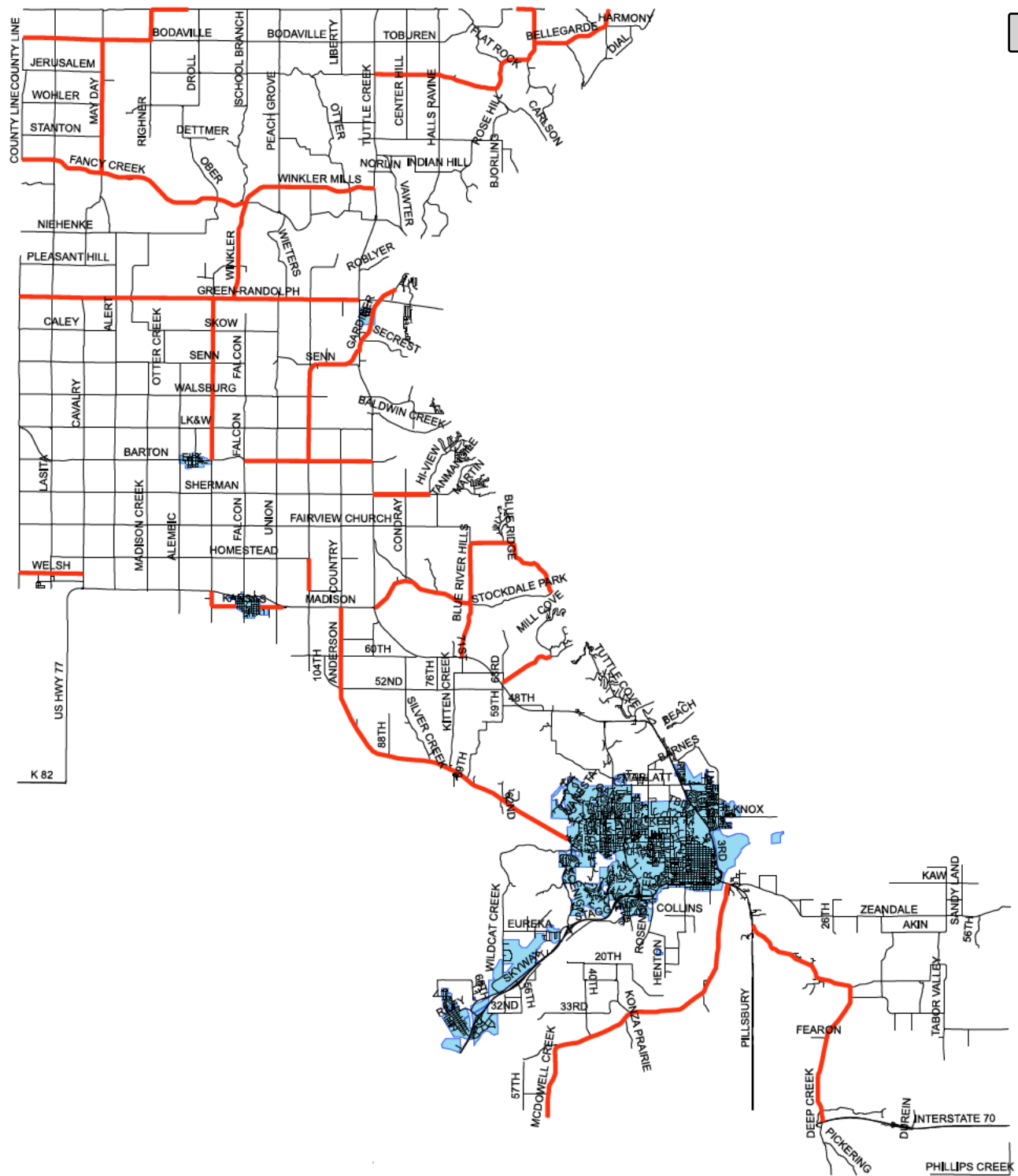


Johnson County

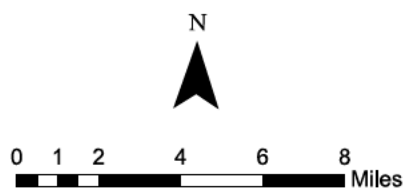


Legend

- LRSP Segment
- City Limits

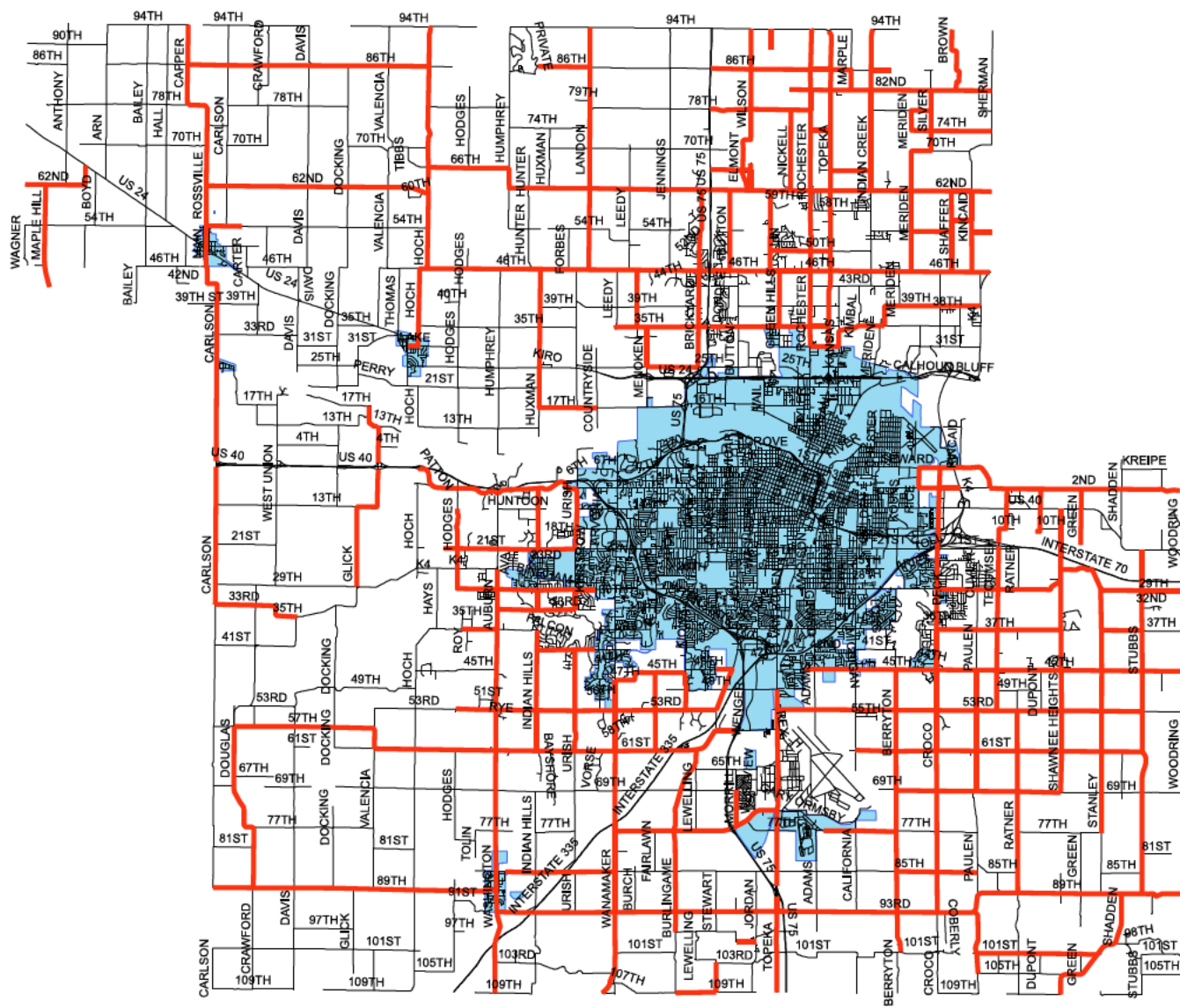


Riley County

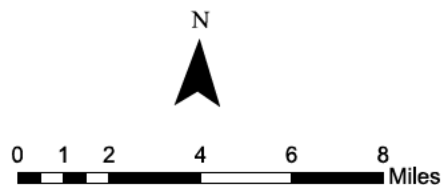


Legend

- LRSP Segment
- City Limits

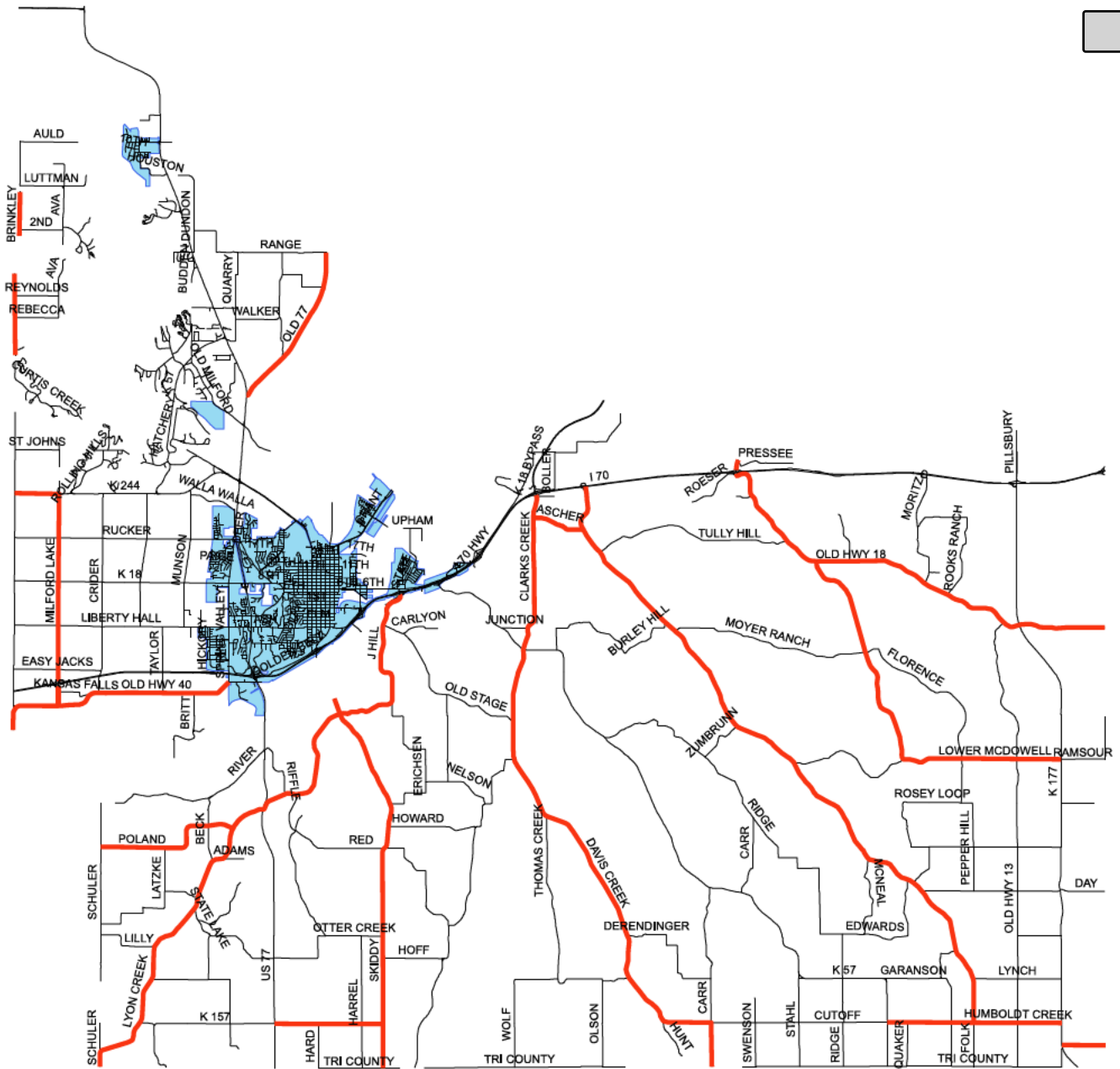


Shawnee County

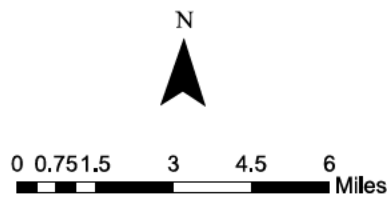


Legend

- LRSP Segment
 City Limits

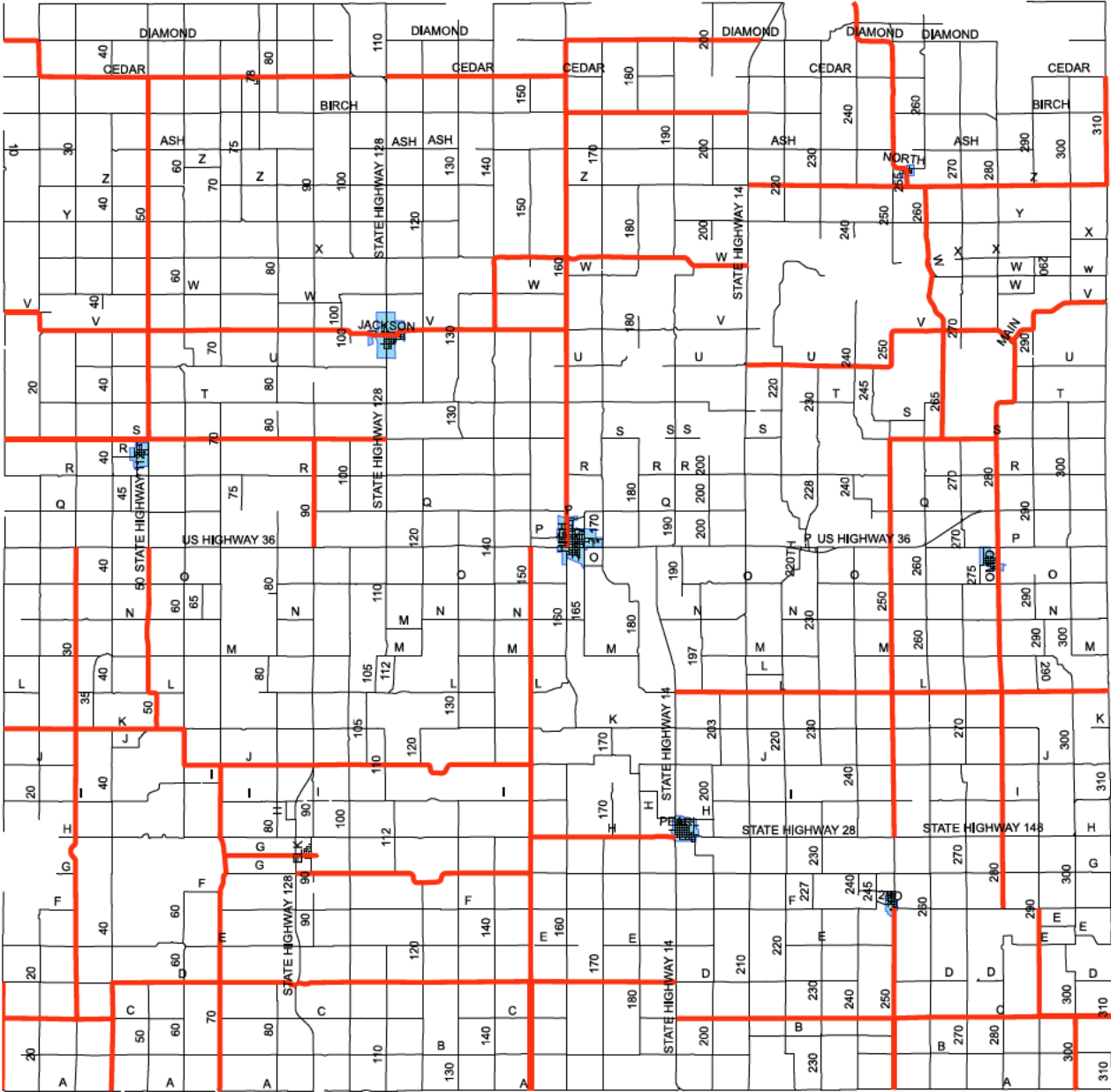


Geary County

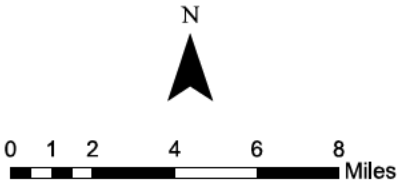


Legend

- LRSP Segment
- City Limits



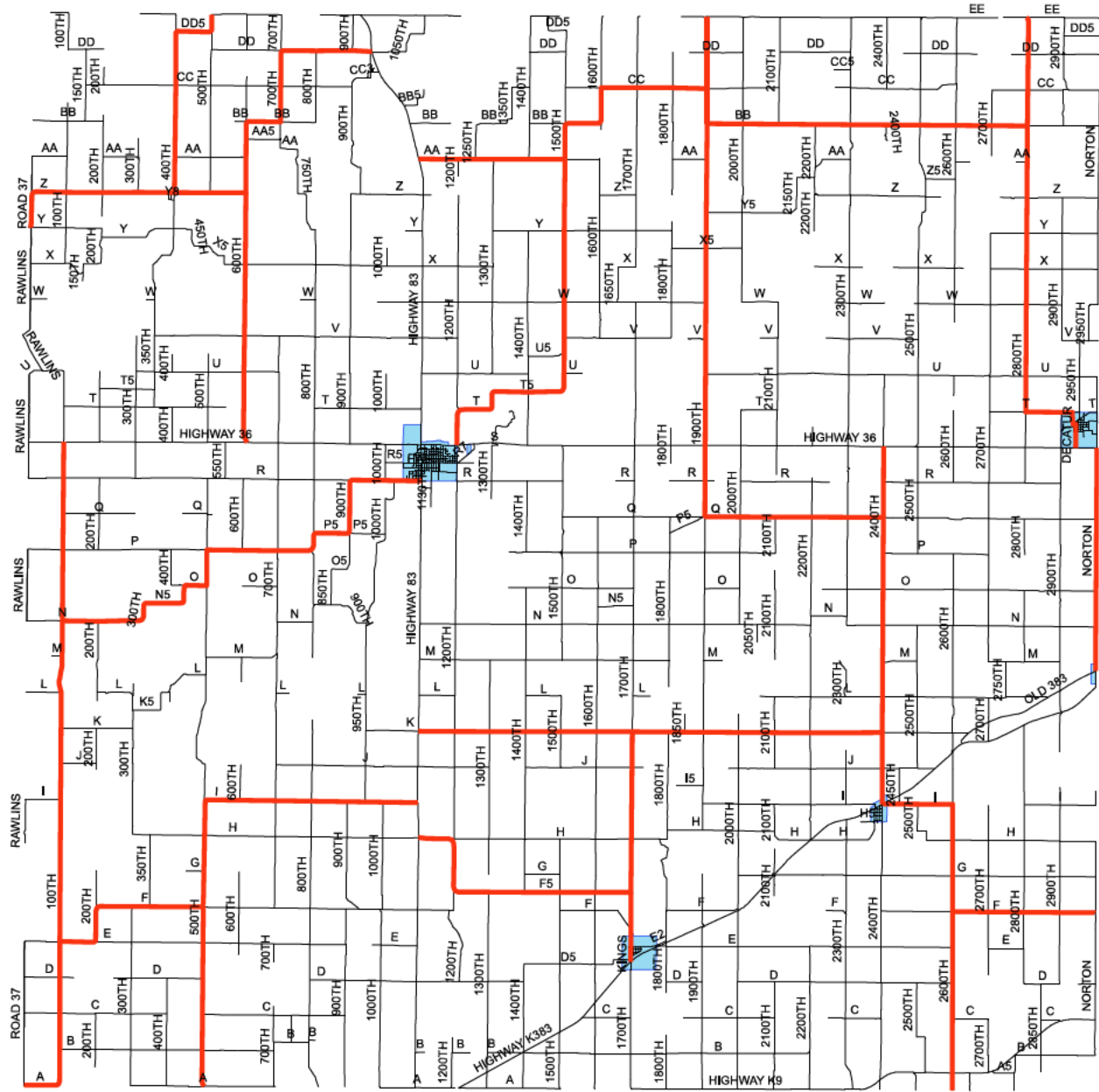
Jewell County



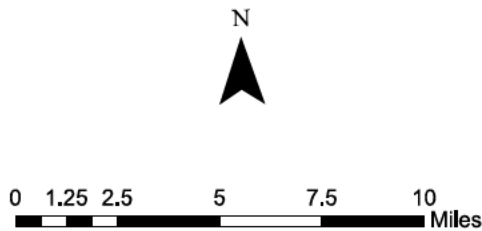
Legend

— LRSP Segment

City Limits

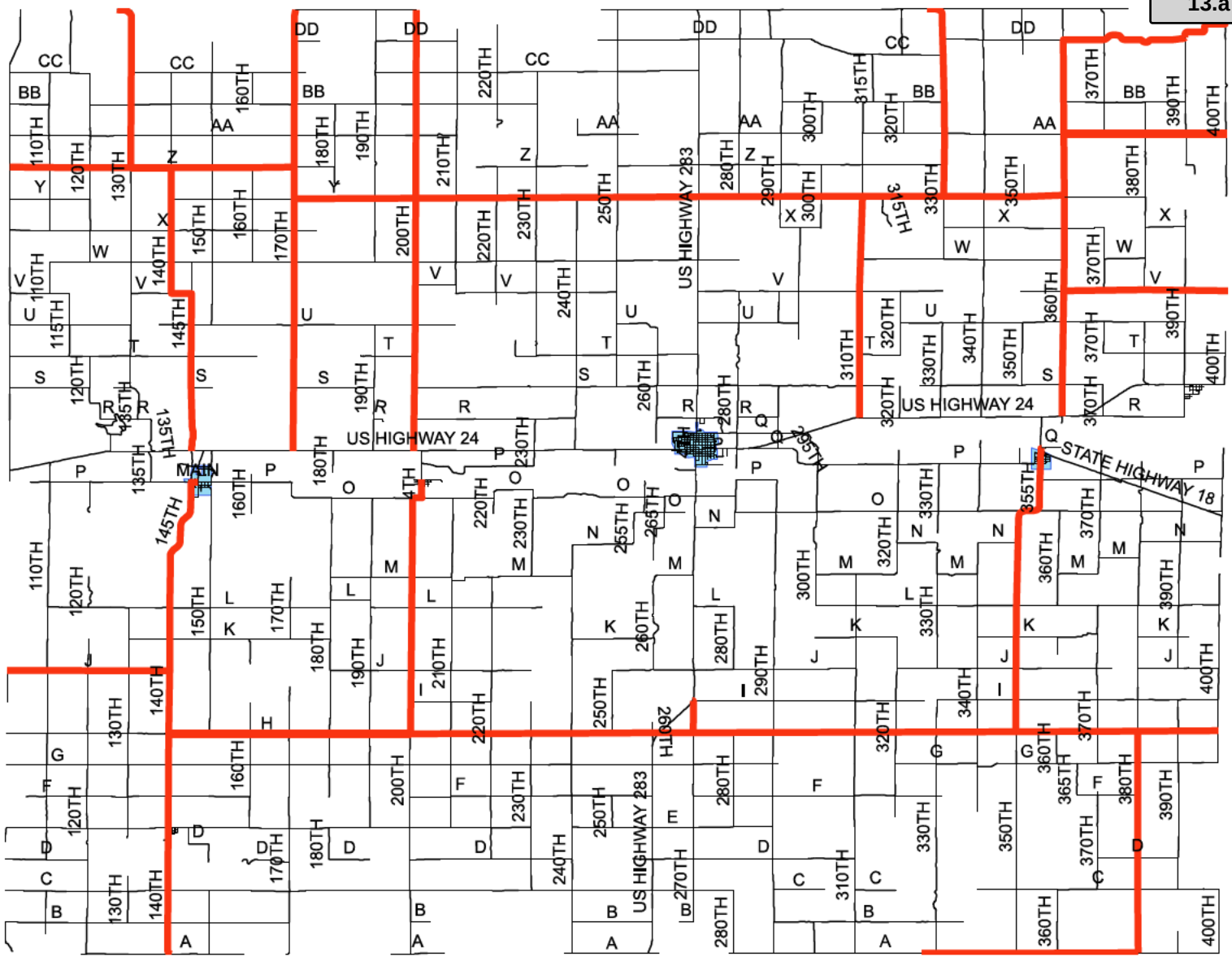


Decatur County

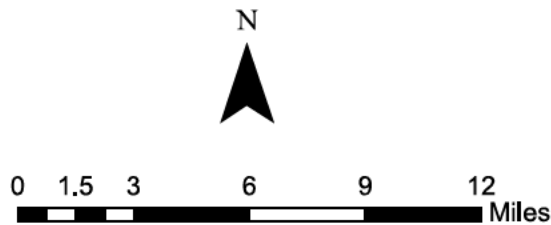


Legend

- LRSP Segment
- City Limits

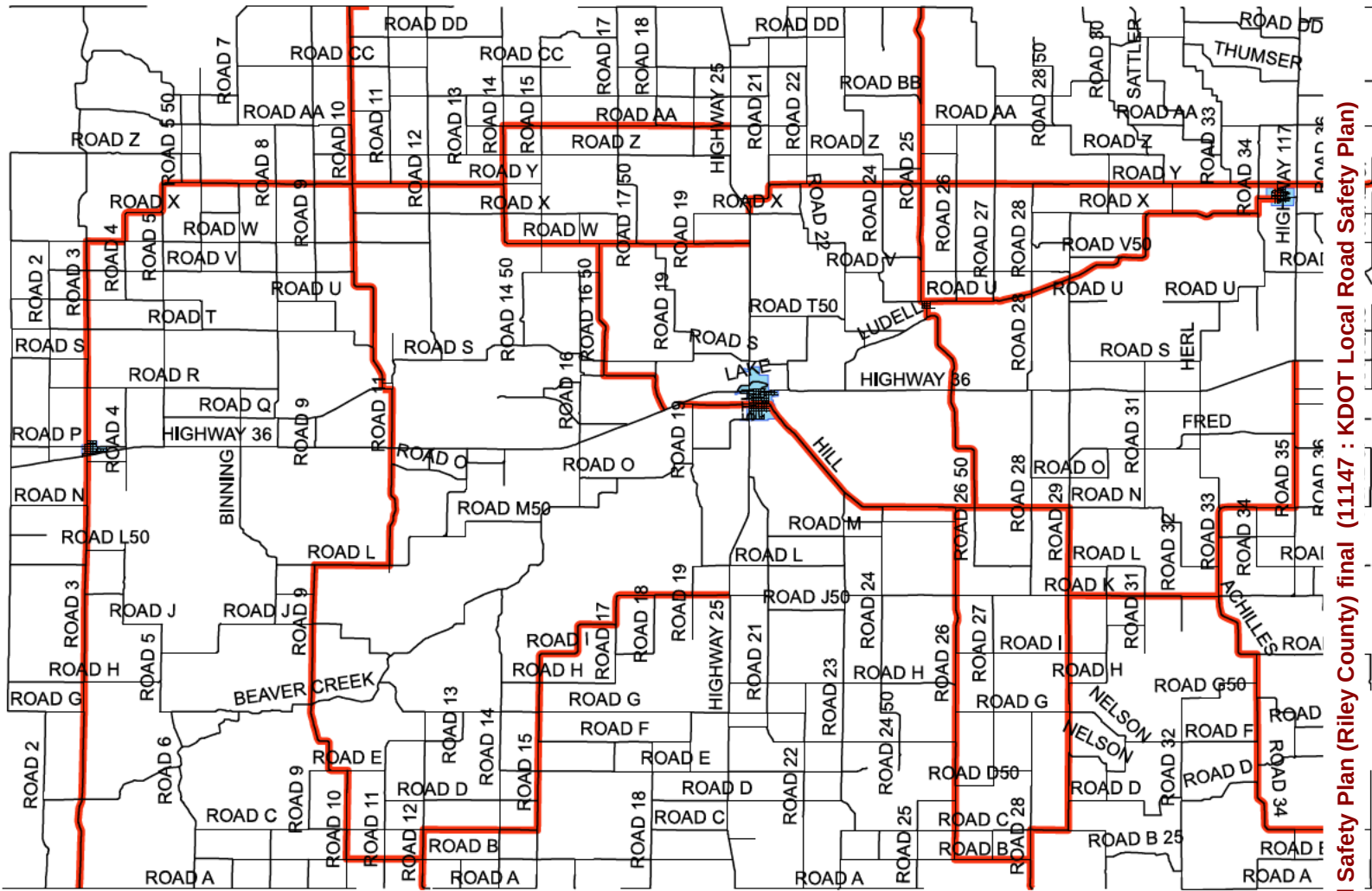


Graham County

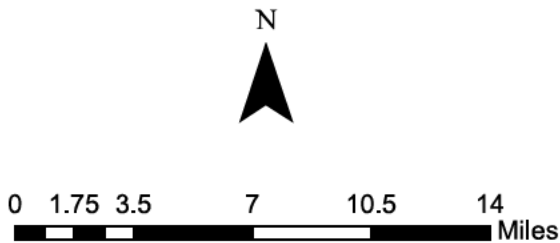


Legend

- LRSP Segment
- City Limits

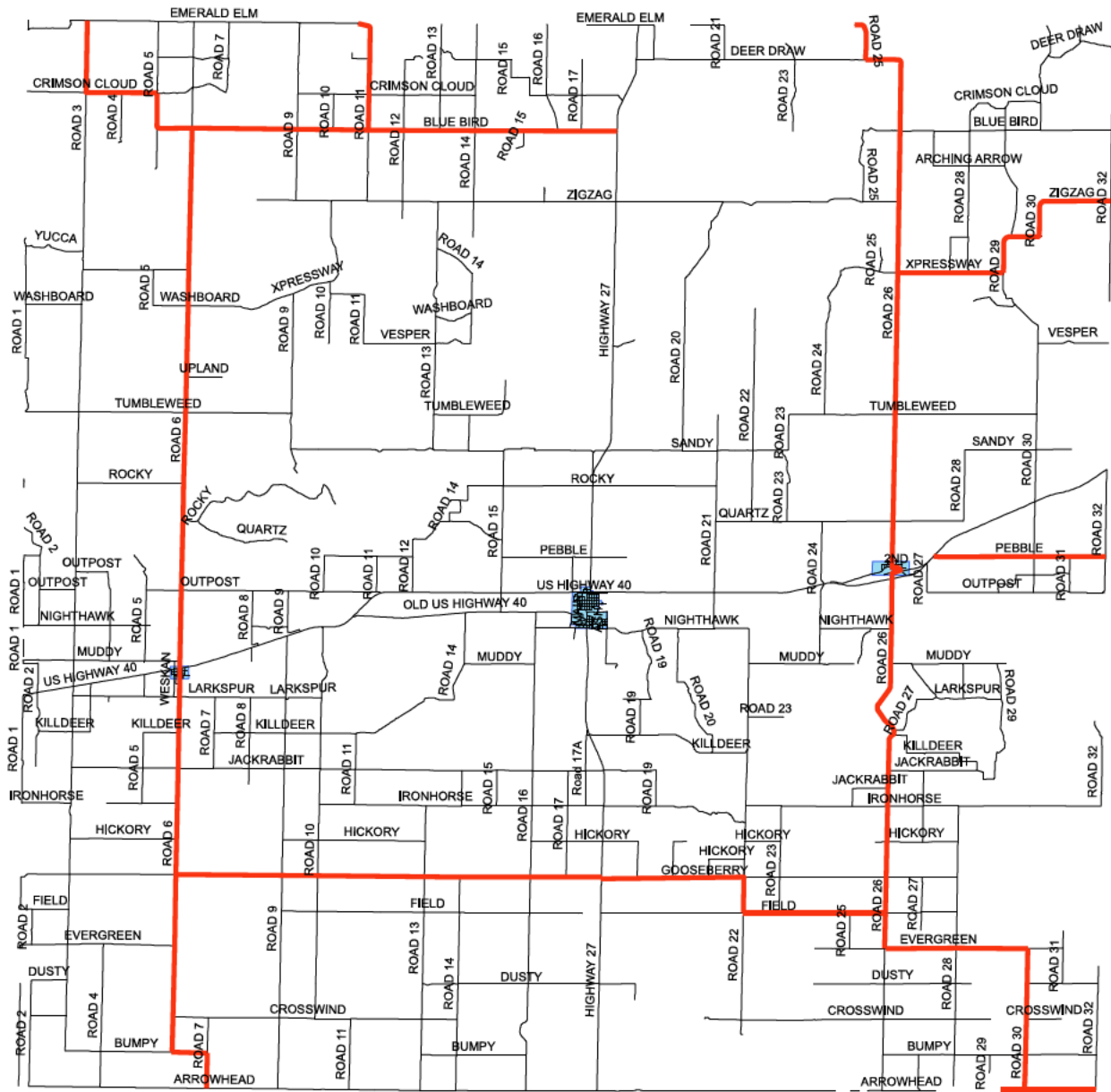


Rawlins County

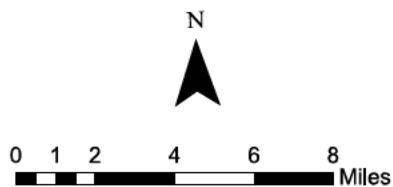


Legend

- LRSP Segment
- City Limits

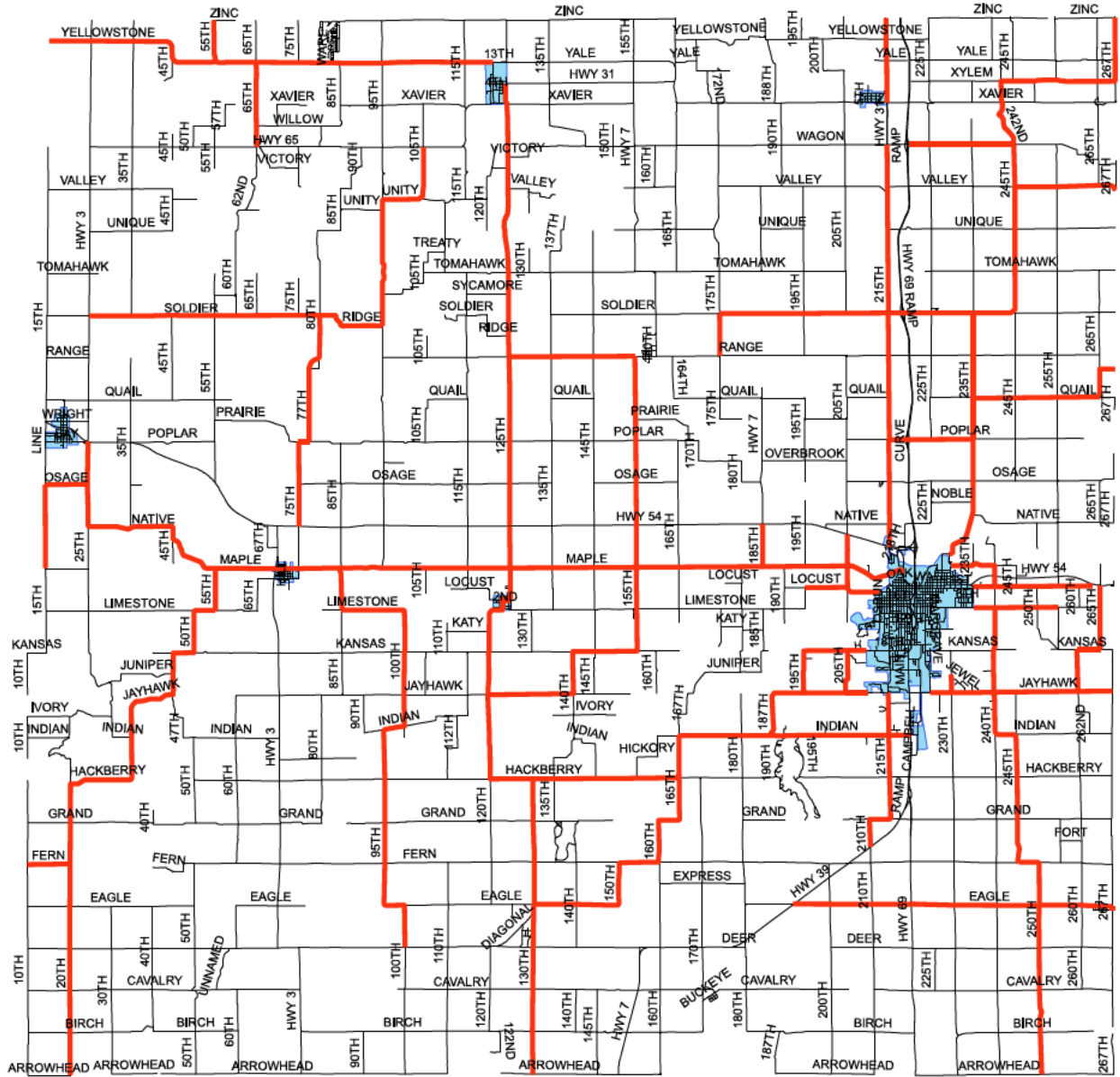


Wallace County

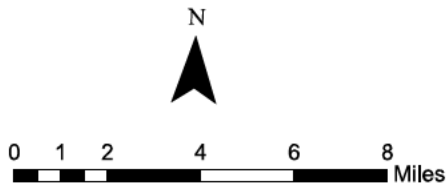


Legend

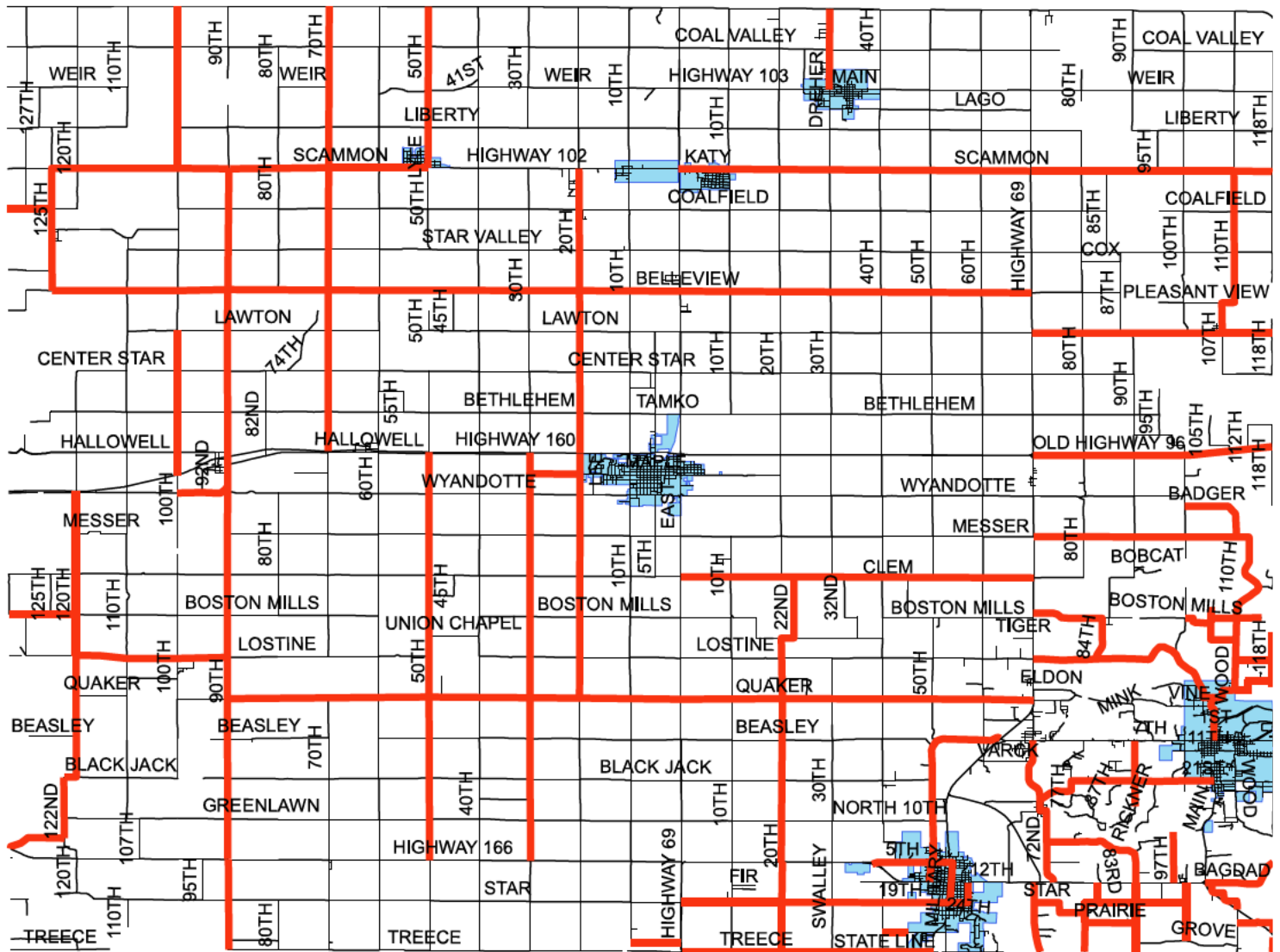
- LRSP Segment
- City Limits



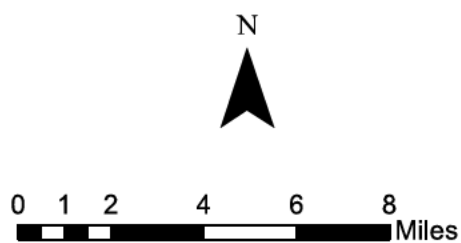
Bourbon County



- Legend**
- LRSP Segment
 - City Limits

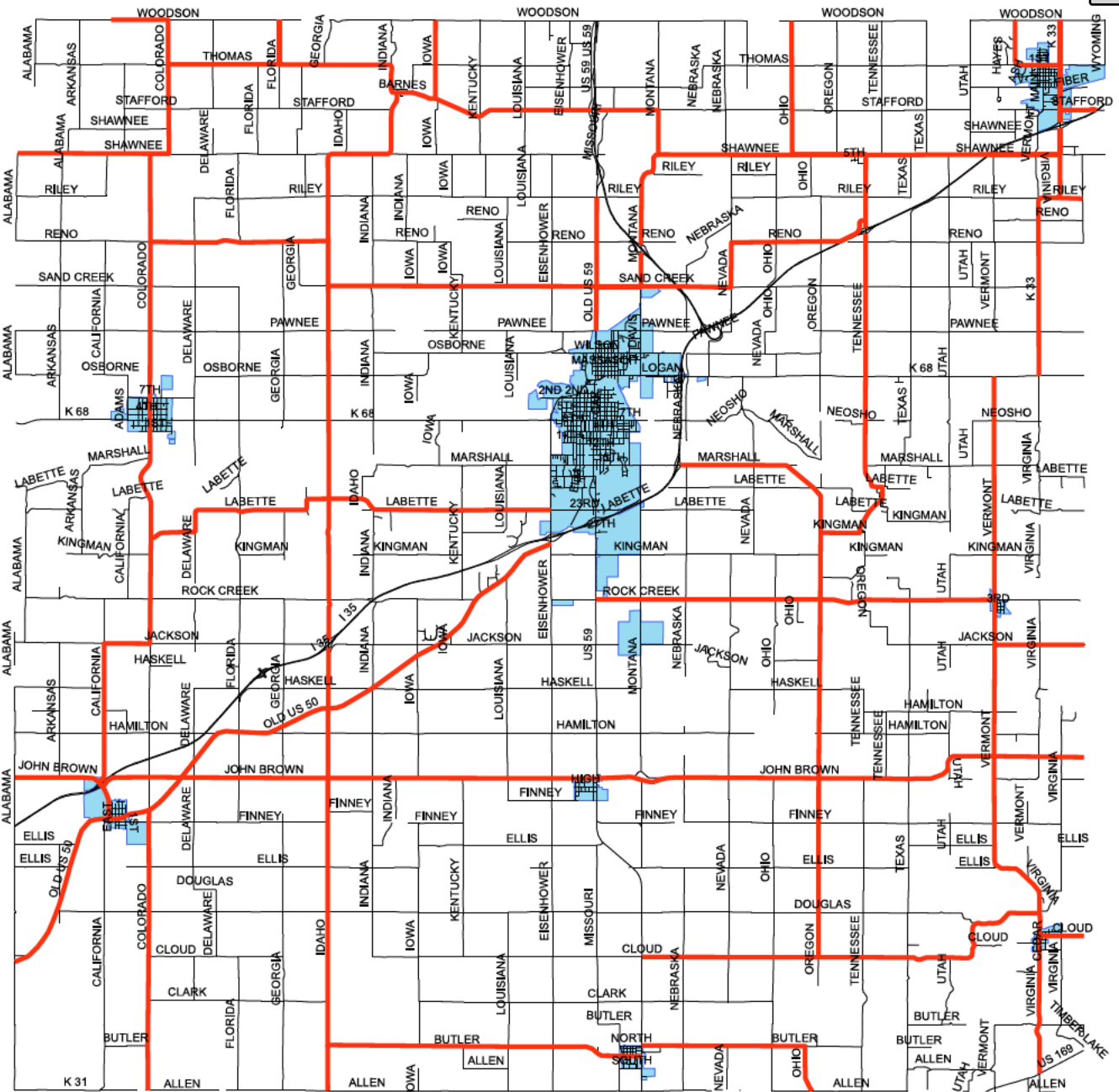


Cherokee County

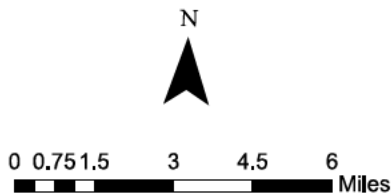


Legend

- LRSP Segment
 City Limits

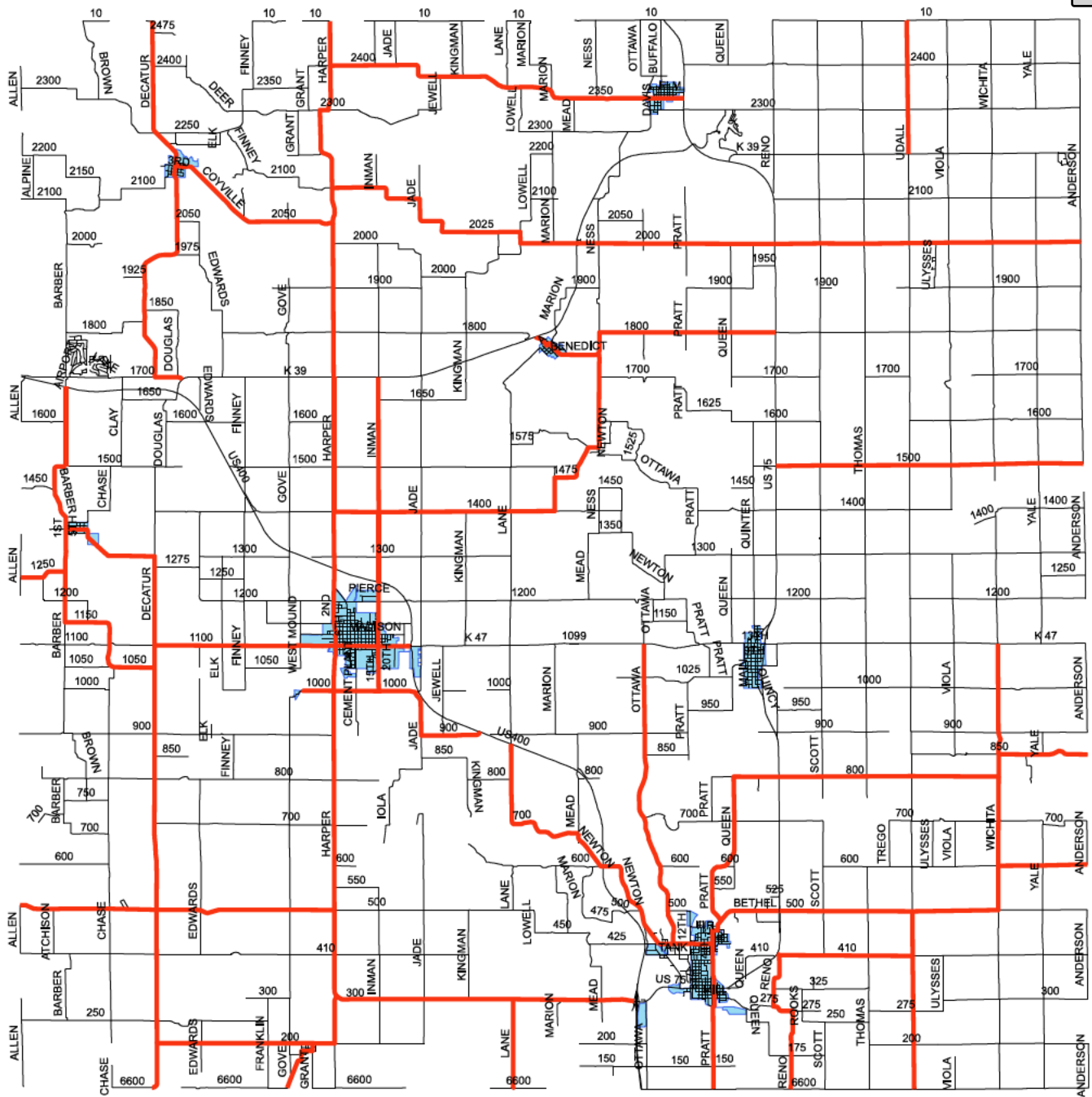


Franklin County

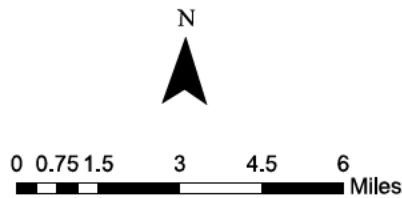


Legend

- LRSP Segment
- City Limits

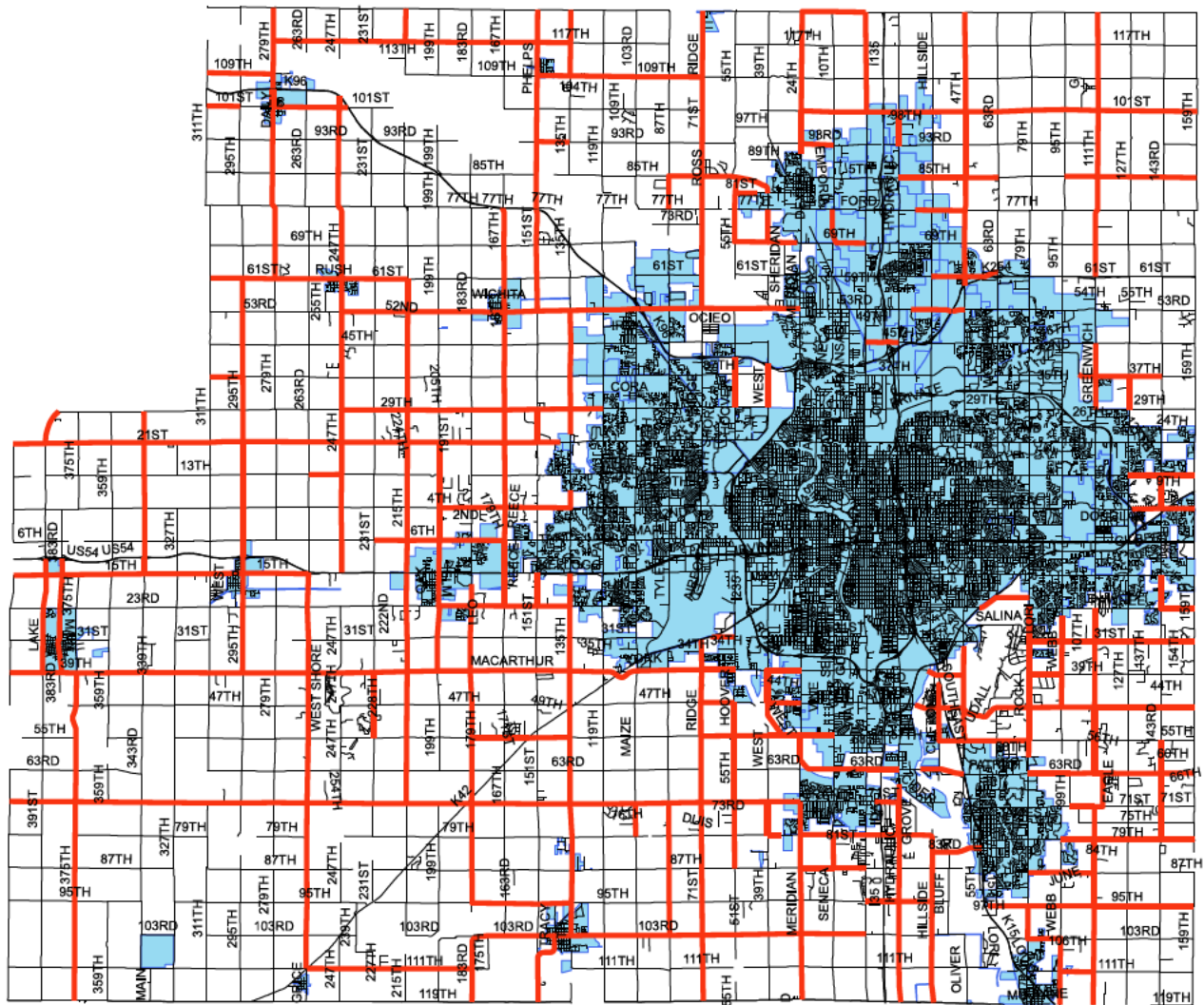


Wilson County

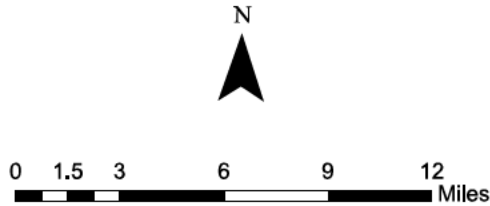


Legend

- LRSP Segment
- City Limits

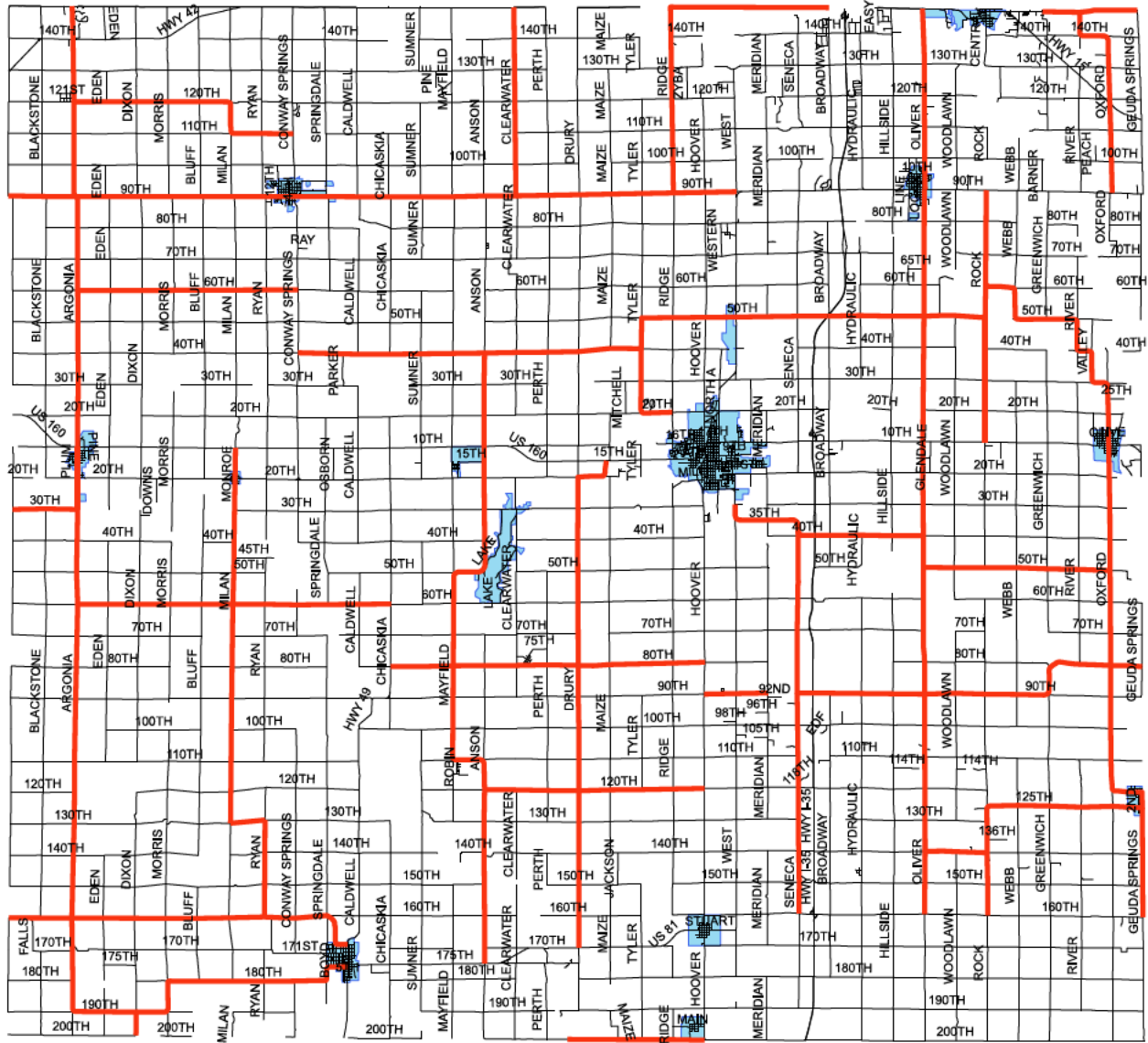


Sedgwick County

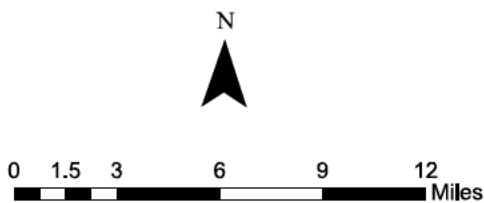


Legend

- LRSP Segment
- City Limits

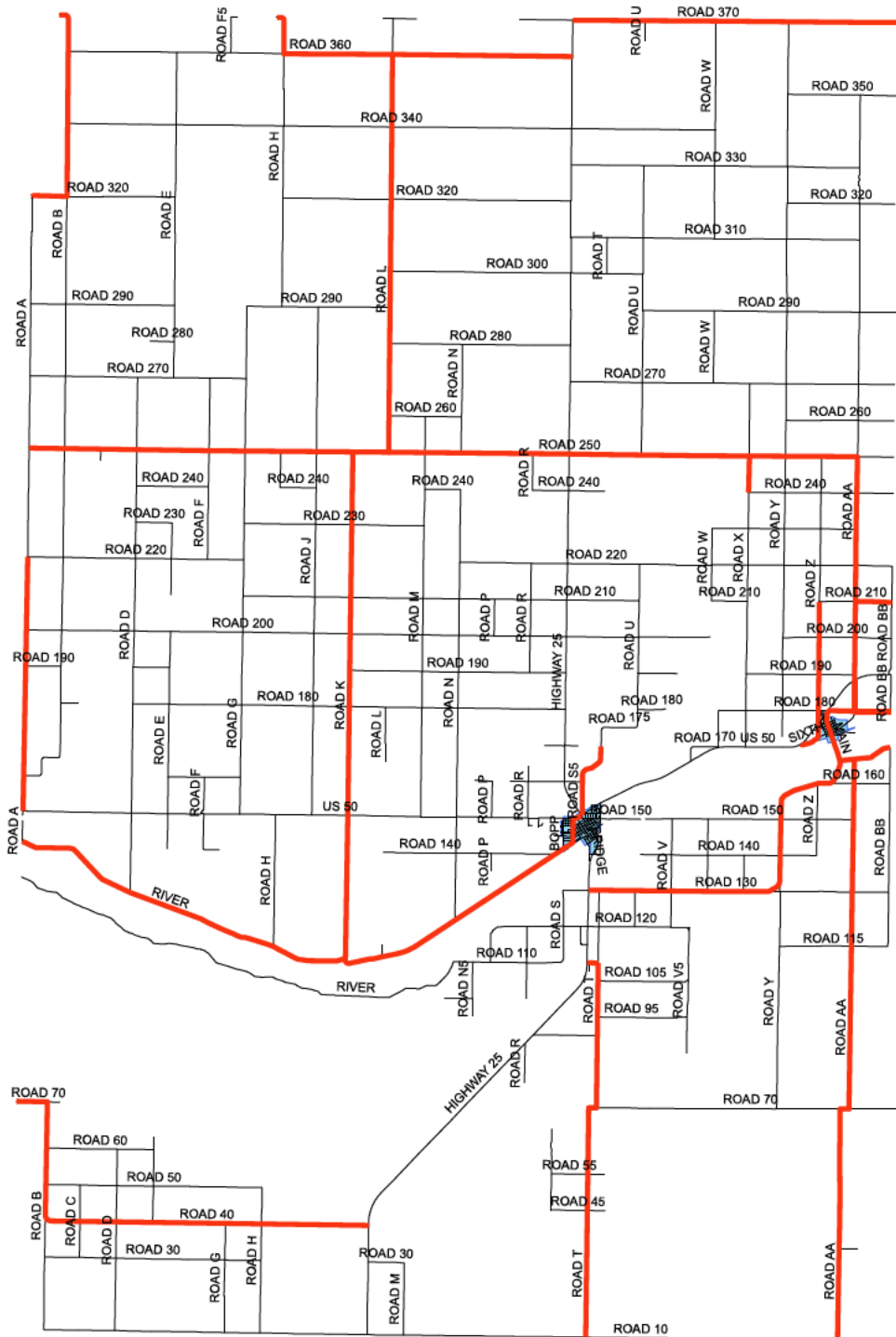


Sumner County

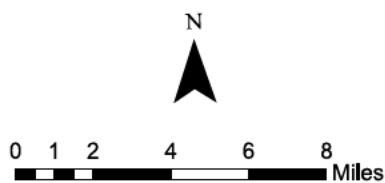


Legend

- LRSP Segment
- City Limits

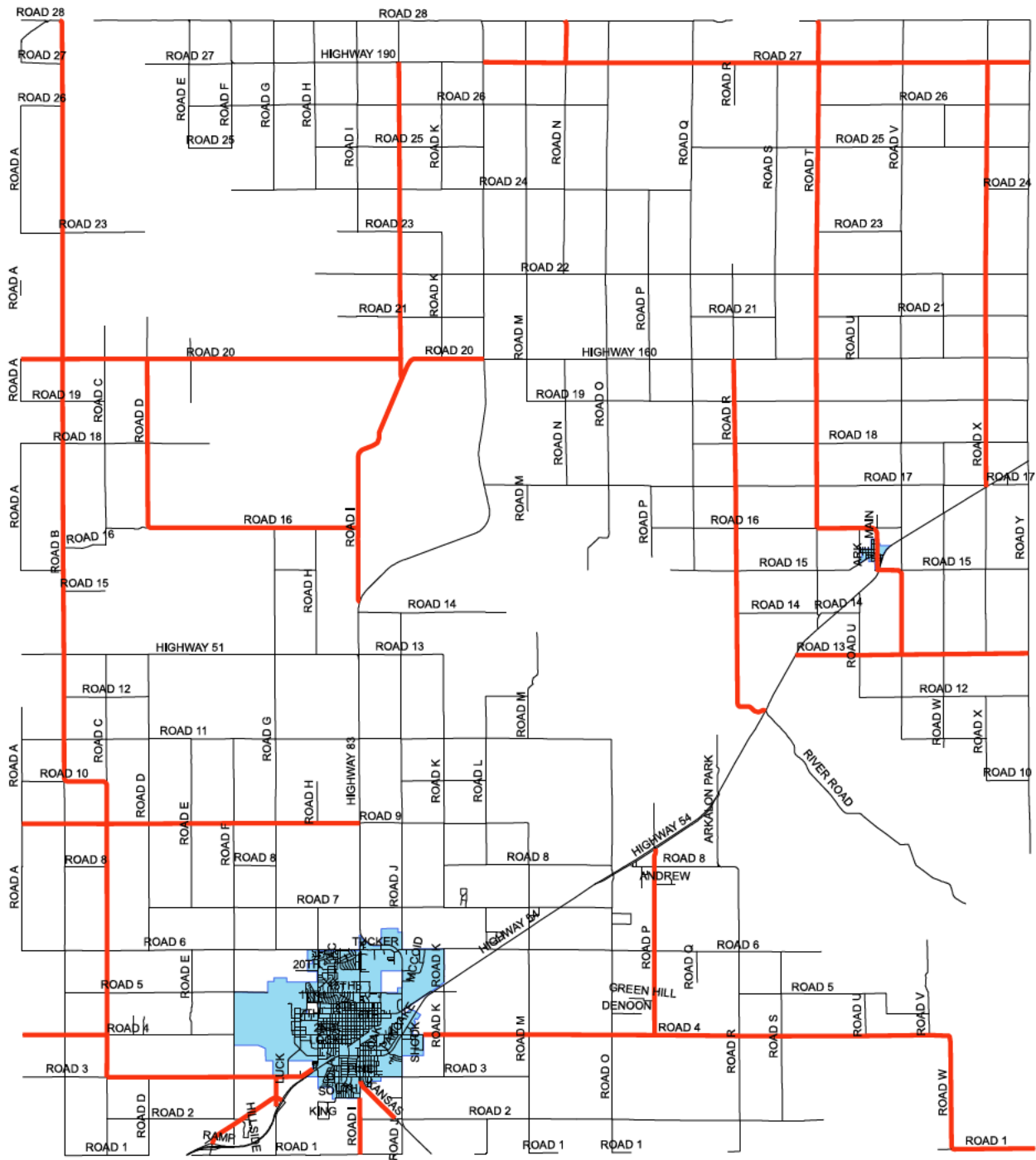


Kearny County

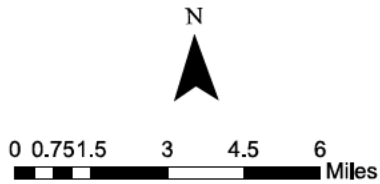


Legend

- LRSP Segment
- City Limits

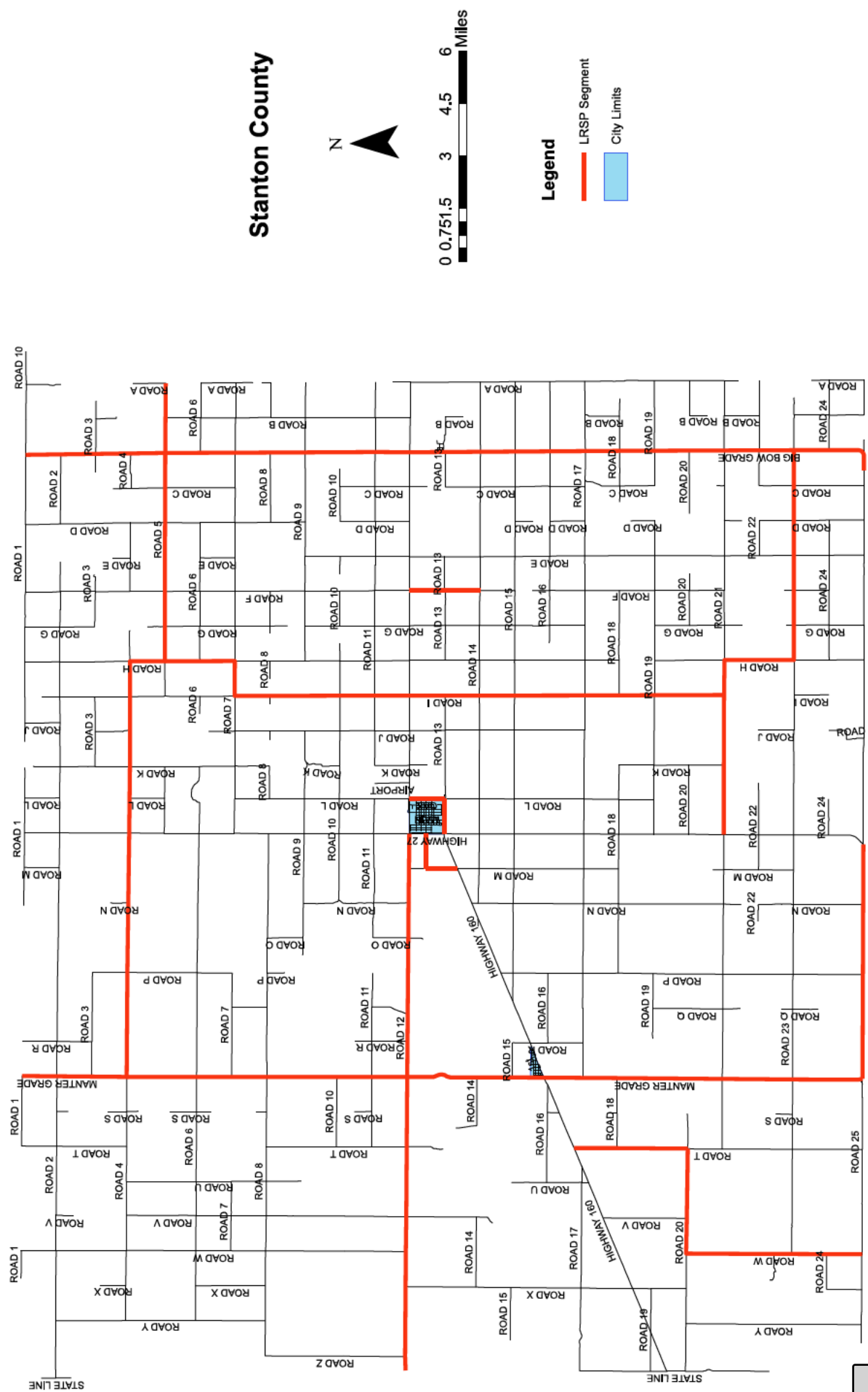


Seward County



Legend

- LRSP Segment
- City Limits



ID	Task Name	Duration	Start	Finish	1 Sep	Qtr 4, 2021 Oct Nov Dec	Qtr 1, 2022 Jan Feb Mar	Qtr 2, 2022 Apr May Jun	Qtr 3, 2022 Jul Aug Sep	Qtr 4, 2022 Oct Nov Dec
1	KDOT LRSP	270 days	Mon 9/20/21	Fri 9/30/22						
2	CRASH ANALYSIS	140 days	Mon 9/20/21	Fri 4/1/22						
6	DATA COLLECTION/ANALYSIS	95 days	Mon 10/11/21	Fri 2/18/22						
17	DEVELOP LIST OF SAFETY STRATEGIES/COUNTERMEAS	10 days	Mon 11/15/21	Fri 11/26/21						
21	SAFETY WORKSHOP	51 days	Mon 3/14/22	Mon 5/23/22						
25	IDENTIFY SHORT LIST OF SAFETY STRATEGIES/COUNTERMEAS	10 days	Tue 5/24/22	Mon 6/6/22						
28	IDENTIFY SAFETY PROJECTS	63 days	Tue 5/10/22	Thu 8/4/22						
35	SAFETY PLAN	56 days	Fri 7/15/22	Fri 9/30/22						
Project: KDOT 106 C-4790-04 Date: Wed 8/11/21		Task	Inactive Task	Inactive Task	Inactive Task	Inactive Task	Inactive Task	Inactive Task	Inactive Task	Inactive Task
		Split								
		Milestone								
		Summary								
		Project Summary								
		External Tasks								
		External Milestone								
		Task	Task	Task	Task	Task	Task	Task	Task	Task
		Split	Split	Split	Split	Split	Split	Split	Split	Split
		Milestone	Milestone	Milestone	Milestone	Milestone	Milestone	Milestone	Milestone	Milestone
		Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary	Summary
		Project Summary	Project Summary	Project Summary	Project Summary	Project Summary	Project Summary	Project Summary	Project Summary	Project Summary
		External Tasks	External Tasks	External Tasks	External Tasks	External Tasks	External Tasks	External Tasks	External Tasks	External Tasks
		External Milestone	External Milestone	External Milestone	External Milestone	External Milestone	External Milestone	External Milestone	External Milestone	External Milestone

Estimate of Hours - Year 4
KANSAS LOCAL ROAD SAFETY PLANS
KDOT PROJECT NO. 106 C-4790-05
FHWA PROJECT NO. HSIP-C479(005)

TASK NUMBER AND NAME	Estimated Hours Per Task by Classification									
	E5	E4	E3	E2	E1	T4	T3	T2	T1	A2
rate	140	77	61	45	32	42	34	29	25	36
1 Project Management										
1a Project setup and invoicing	2	24								12
1b Monthly status call with KDOT and counties	12	120								
1c Coordinate with subconsultants	6	40								
Task 1 Totals -	20	184	0	0	0	0	0	0	0	12
2 Crash Analysis										
2a Obtain crash data from KDOT for 20 study counties; confirm geocoding		8		28					180	
2b Prepare heat map for total crashes along LRSP routes (all counties)	2	16		40						
2c Develop high crash location lists (TranSystems counties)	4	44		40	60					
Task 2 Totals -	6	68	0	108	60	0	0	0	180	0
3 Data Collection/Analysis										
3a Collect attribute data to identify risk factor rankings for LRSP intersections, segments and curves; create GIS database for storing attribute data (TranSystems counties)										
i Intersections (TranSystems counties)	8	12	22	170	120					
a) Average daily traffic										
b) Intersection control										
c) Distance from previous Stop sign										
d) Skew angle										
e) Intersection sight distance										
f) Location on a curve										
g) Presence of driveway or another intersection										
h) Fatal or serious injury crash history										
ii Segments (TranSystems counties)	9	19	35	120	220			80	100	
a) Average daily traffic										
b) Surface type (paved or gravel)										
c) Roadway width										
d) Shoulder width										
e) Edge condition										
f) Access density										
g) Presence of pavement markings										
h) Proximity of fixed objects										
i) Lane departure crash rate										
iii Curves (TranSystems counties)	6	9	18	250	100					
a) Average daily traffic										
b) Curve radius										
c) Curve superelevation										
d) Shoulder width										
e) Horizontal alignment warning signs										
f) Presence of driveway or another intersection										
g) Edge condition										
h) Proximity of fixed objects										
i) Fatal or serious injury crash history										
Task 3 Totals -	23	40	75	540	440	0	0	80	100	0
4 Develop List of Safety Strategies/Countermeasures										
4a Review KDOT BLP safety strategies/countermeasures for approved risk factors and submit modifications for review/approval	1	12								
4b Modify safety strategy/countermeasure tables based on approved Task 4a modifications	3	4								
Task 4 Totals -	4	16	0	0	0	0	0	0	0	0
5 Safety Workshops										
5a Develop, promote and lead one safety workshop for 20 study counties	4	200		60	40					
5b Prepare workshop invite and agenda	2	40								
5c Prepare and distribute notes/minutes from the workshop	2	120			120					
Task 5 Totals -	8	360	0	60	160	0	0	0	0	0
6 Identify Short List of Safety Strategies/Countermeasures										
6a Prepare list of priority safety strategies/countermeasures	1	4			4					
6b Review project selection thresholds from earlier LRSP projects and submit modifications for review/approval	2	20			20					
Task 6 Totals -	3	24	0	0	24	0	0	0	0	0

Field and in-office hours for all sub-tasks are included in Intersection line item above

Field and in-office hours for all sub-tasks are included in Segment line item above

Field and in-office hours for all sub-tasks are included in Curve line item above

Attachment: C-4790-05 (302-21) Local Road Safety Plan (Riley County) final (11147 : KDOT Local Road Safety Plan)

Estimate of Hours - Year 4
KANSAS LOCAL ROAD SAFETY PLANS
KDOT PROJECT NO. 106 C-4790-05
FHWA PROJECT NO. HSIP-C479(005)

TASK NUMBER AND NAME	Estimated Hours Per Task by Classification									
	E5	E4	E3	E2	E1	T4	T3	T2	T1	A2
7 Identify Safety Projects										
7a Review/refine risk factor ranking criteria developed on earlier LRSP projects for intersections, segments, and curves										
7b Calculate risk factor scores for intersections, segments, and curves										
7c Provide lists of risk factor rankings for intersections, segments, and curves	2	40		40						
7d Develop prioritized list of the top 10 safety improvement locations (intersections, segments, or curves)	6	40	60	100	60					
7e Develop project sheets for the 10 safety improvement locations										
Task 7 Totals -	8	80	60	140	60	0	0	0	0	0
8 Safety Plan										
8a Develop a LRSP document for each county										
i Executive summary	3	8	12							
ii Documentation and technical appendices	8	24	100	110	110					
iii Project sheets	2	20			20					
8b Submit draft LRSP document for review and approval		8								
8c Revise draft LRSP document and submit final	2	24		30	40					
8d Prepare summary memo for future LRSP documents	1	4								
Task 8 Totals -	16	88	112	140	170	0	0	0	0	0
Grand Total -	88	860	247	988	914	0	0	80	280	12

Attachment: C-4790-05 (302-21) Local Road Safety Plan (Riley County) final (11147 : KDOT Local Road Safety Plan)

WORK ESTIMATE FORM

KDOT Project No. 106 C-4790-05

Firm Name: TranSystems Corporation

Project Location: Local Road Safety Plans for Year 4 Counties

Direct Salary	Position Classification	Hourly Rate	Estimated Hours	Total Cost
	Engineer V	\$140.00	88.00	\$12,320.00
	Engineer IV	\$77.00	860.00	\$66,220.00
	Engineer III	\$61.00	247.00	\$15,067.00
	Engineer II	\$45.00	988.00	\$44,460.00
	Engineer I	\$32.00	914.00	\$29,248.00
	Technician IV	\$42.00	-	\$0.00
	Technician III	\$34.00	-	\$0.00
	Technician II	\$29.00	80.00	\$2,320.00
	Technician I	\$25.00	280.00	\$7,000.00
	Administrator II	\$36.00	12.00	\$432.00

Subtotal	\$177,067.00
Overhead	\$252,692.32
Subtotal	\$429,759.32
Fixed Fee	\$42,975.93
Subtotal	\$472,735.25
Direct Expense	\$580,331.65
Upper Limit	\$1,053,066.90

Direct Expense	A	unit	B	A*B
Misc. (shipping, tolls)	1.0	l.s.	\$500.00	\$500.00
Mileage	15,000.0	mi.	\$0.560	\$8,400.00
Hotel	18.0	day	\$96.00	\$1,728.00
Meals	18.0	day	\$55.00	\$990.00
Printing	20.0	ea.	\$300.00	\$6,000.00
Sub-Consultants	1.0	ea.	\$562,713.65	\$562,713.65
Direct Expenses			\$580,331.65	



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 30, 2021

SUBJECT: Request to fill an open Equipment Operator II Position

PRESENTER: John Ellermann

BACKGROUND

We are here today to request approval to fill this budgeted open position in the Public Works Department/Operations Division. The position is open because the employee was promoted to the Shop Supervisor position and will start that position October 16th.

The Mechanic Technician II is responsible for the inspection, diagnosis, maintenance, and repair of all county equipment, such as automotive vehicles, emergency equipment and heavy construction equipment.

This employee works under the direction of the Shop Supervisor but may be contacted directly by emergency management officials to make critical repairs after normal working hours. Supervision is provided by the Supervisor through consultations and review of the work performed.

DISCUSSION

Discuss filling the Mechanic Technician II position within the Public Works Department/Operations Division.

FISCAL IMPACT

This is a current budgeted position within the Public Works Department.

RECOMMENDATION(S)

Current staff does not have the capacity within their workload to absorb these additional duties. Therefore, staff recommends filling this position.

POSSIBLE MOTION(S)

Move to approve the Public Works Department advertise to hire the open Equipment Operator II position.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Public Works Mechanic Technician II position description (PDF)
- Mech Tech II (gold sheet) (PDF)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	MECHANIC TECHNICIAN II	
Department:	Public Works	Division: Fleet Services
Reports To:	Shop Supervisor or Operations Manager	
Pay Grade:	L	Status: Full time
FLSA Status:	Non-Exempt	

Position Summary:

Employees in this class perform skilled mechanical work and are responsible for the inspection, diagnosis, maintenance, and repair of all county equipment such as automotive vehicles, emergency equipment, and heavy construction equipment in accordance with established practices of the mechanics trade.

An employee in this class performs work under the general supervision of the Shop Supervisor but is may contacted directly by emergency management officials to make critical repairs after normal hours. A person in this position may be designated to assume responsibility for record keeping, scheduling and project supervision in the Shop Supervisor's absence.

This employee exercises considerable discretion in carrying out work details and works independently with limited supervision and is required to maintain an Automotive Service Excellence (ASE) Master Mechanic certification.

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.
- Inspects, trouble-shoots, maintains, repairs and reconditions county vehicles and equipment.
- Operates electronic test and diagnostic equipment to make complex technical equipment repairs.
- Diagnoses, tests, replaces, and/or repairs equipment components.
- Performs all types of external and internal engine repairs.
- Assists with vehicle body repair, painting, and glass replacement.
- Supervises the planning and scheduling of repair requests in the absence of the Shop Supervisor.
- Provides for regular and punctual attendance and fosters a cooperative work environment.
- Assists with the maintenance of repair orders and service lists to organize work by priority and time schedule for economy and efficiency.
- Recommends purchases and orders parts, materials and supplies to make fleet maintenance repairs].
- Prepares invoices and receipts to record parts usage, outside repairs, and commodity distribution to originate accounting entries for accounts receivable.
- Performs research to locate suppliers, prepare cost estimates, and determine availability of products and services.
- Responds to all requests from Public Works, Emergency Medical Services, Emergency Management, Fire District #1 officials and other county officials for the repair of emergency equipment.

- Operates arc and mig welders, acetylene torches, plasma cutter, and other metal fabrication tools.
- Maintains daily labor, equipment, and material used to complete repair order records.
- Charges out materials used on projects and commodities used on equipment.

Secondary Functions:

- Secures and supervises maintenance of tools, shop equipment, shop facilities, and material inventory.
- Operates any job related equipment as necessary.
- Assists with storing, organizing and inventorying large stocks of parts, supplies and other commodities in a major repair facility and storage yard.
- Assists with annual property inventory.
- Assists in determining stocking levels for parts and supply inventories.
- Researches and develops methods to improve repair practices.
- Makes recommendations for purchase of new types of equipment and replacement or modification of existing equipment.
- Mounts new tires.
- Cleans the shop area and stores tools.
- Washes and waxes cars and trucks.
- Picks-up and delivers parts, supplies, and other commodities. Occasionally transports road and bridge equipment to and from repair facilities.
- Operates two-way radio, telephones, and other communications equipment such as facsimile machines and direct computer links by modem to transmit and receive data. Relays messages, and receives complaints which are detailed, complex, and sometimes of an emergency nature.
- 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.
- Two years of vocational level course work in a mechanics curriculum or equivalent
- Valid Class A Commercial driver's license and tanker endorsement shall be obtained within the first 90 days of employment in this position.

Certification:

- Automotive Service Excellence (ASE) Master Mechanic Certification.

Experience:

Updated 2014

- Requires five years experience repairing automotive and construction equipment.
- One year experience in welding and metal fabrication preferred.
- Two years of operating basic computer software (ie. microsoft office) is required.
- Extensive knowledge of the mechanical operation of county equipment for diagnosing and initiating efficient repairs.
- Knowledge and skill in using standard methods, practices, tools and equipment of the mechanic trade.
- Knowledge of the principles and operation of internal combustion engines, diesel engines, electrical systems, computer control systems, fuel systems, ignition systems, steering and suspension systems, transmissions and drive lines, brake systems, cooling systems, air conditioning systems, computer control systems, and hydraulic systems.
- Knowledge of computer software applications and other automated fleet systems.
- Working knowledge of applicable work safety rules and procedures.

Skills:

- Good organizational, interpersonal and communication skills are required.
- Ability to follow oral and written instruction
- Ability to express oneself clearly and concisely, orally and written
- 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 understand and apply technical service and repair manuals.
- Ability to adapt available tools and repair parts to specific repair problems.
- Ability to maintain and improve mechanical diagnosis and repair skills by attending mechanical/technical schools and training events.
- Ability to operate computer hardware and software to apply systems for database, spreadsheet, word processing, and fleet applications and other information on personal computers in a local area network environment.
- Ability to operate computers, calculators, typewriters, copiers, facsimile machines, automated fuel card systems, and other equipment.
- Skill in locating, adjusting and repairing defects in automotive and construction equipment.
- Mechanical aptitude.
- Ability and willingness to work in unpleasant weather conditions.

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

Supervisory Responsibility: This position does not supervise others except seasonal employees on an occasional basis.

Complexity: The work consists of duties that involve related steps and processing methods of a technical nature. The decision regarding what needs to be done involves various choices requiring the employee to recognize the existence of and differences among many related processes and methods.

This position requires the ability to research and properly apply guides and manuals containing hundreds of pages of instructions and procedures. This person must have the ability to identify and

correct safety deficiencies in equipment operated by the county. This position must know how to use sophisticated test equipment to diagnose and analyze highly technical equipment repair problems.

Daily work requires judgment to utilize equipment, tools and materials efficiently. In some cases an employee in this class can take an obvious course of action but in most situations different options must be considered and an independent decision made to successfully complete the project.

Scope & Effect of Work: The main purpose of the work is to perform vehicle and equipment service and repair activities on all county equipment for multiple departments. The services provided affect the economical use of resources, efficient utilization of county equipment, and the availability and reliability of equipment utilized by other county agencies and departments. This person must have the ability to identify and correct safety deficiencies in all equipment operated by the county.

Personal Contacts: Equipment dealerships, vendors, departmental employees, supervisors, administrators, and other government agencies.

Purpose of Contacts: Obtains, clarifies, and gives facts ranging from easily understood to highly technical information for analyzing equipment repairs and diagnosing equipment failures. Orders parts and supplies from vendors. Must have the ability to establish and maintain effective working relations with other employees and supervisors. This position involves frequent contact with other county departments and government agencies to initiate emergency equipment repairs and perform other work or services.

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. Occasionally works at heights above 6 feet while repairing large equipment. Works in hot and sometimes rainy conditions during summer months and in extreme cold snowy conditions during winter months. Exposed to several safety hazards while working with power tools, hand tools, moving equipment, heavy components, overhead lifting, corrosive solvents, petroleum fluids and other flammable liquids, paints, acids, exhaust and welding fumes, and other toxic substances and gases.

Recruiting requirements:

Riley County is accepting applications for a Mechanic Technician II who is responsible for the inspection, diagnosis, maintenance, and repair of all county equipment such as automotive vehicles, emergency equipment, and heavy construction equipment in accordance with established practices of the mechanics trade.

This position is responsible for the inspection, diagnosis, maintenance, and repair of automotive vehicles, emergency equipment, trucks, heavy equipment and miscellaneous vehicles. An employee in this class performs work under the general supervision of the Shop Supervisor, scheduling and prioritizing work schedules

Applicant shall be a high school graduate, Automotive Service Excellence (ASE) Master Mechanic certification is required, Requires five years-experience repairing automotive and construction equipment, One year experience in welding and metal fabrication preferred, Two years of operating basic computer software (ie. microsoft office) is required, extensive knowledge of the mechanical operation of county equipment for diagnosing and initiating efficient repairs, knowledge and skill in using standard methods, practices, tools and equipment of the mechanic trade knowledge of the principles and operation of internal combustion engines, diesel engines, electrical systems, computer control systems, fuel systems, ignition systems, steering and suspension systems, transmissions and drive lines, brake systems, cooling systems, air conditioning systems, computer control systems, and hydraulic systems, and a valid Class A Commercial Driver's License with a Tanker Endorsement.

Approved: _____ Date:
(Supervisor)

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

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

RILEY COUNTY POSITION ACTION FORM

Department Public Works / Opers/Fleet Date 09/30/2021 Job Title Mechanic Technician II

☒ Full Time	☒ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade <u>40</u>	L	Hours per ☒ Week ☐ Month	Start Date <u>09/30/2021</u>	☒ Non-Exempt
☐ Part Time	☐ As Needed	☐ Intern	☐ Temporary				End Date <u>N/A</u>	☐ Exempt

TYPE OF REQUEST

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

Budgeted Position Request		Non-Budgeted Position Request	
☒ Request to hire replacement-same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☐ Request to hire replacement-new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: <u>Darin Nelson</u>	2. Effective date of promotion, transfer, termination, or change <u>10/16/2021</u>	1. Are there current budgeted funds available to pay for this position? ☒ Yes ☐ No ☐ Grant Funded	2. Requested hours per year: <u>2080</u>
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☒ No	3. Estimated cost per year (financial impact):	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☒ No
5. Has this position been "On Hold?" ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position: <u>No</u>	5. If applicable, what is the ending date for the position?: <u>N/A</u>	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? Maintain normal operations of fleet

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

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills: High School Graduate or equivalent required. Two years of vocational level course work in a mechanics curriculum or equivalent is required. Valid Class A Commercial License with tanker endorsement shall be obtained within the first 90 days of employment. Automotive Service Excellence (ASE) Master Mechanic Certification. Five years' experience repairing automotive and construction equipment. One year experience in welding and metal fabrication preferred. Two years of basic computer software (i.e. Microsoft office) is required.

Additional comments: Darin Nelson will be promoted to Shop Supervisor 10/16/2021

Approval by:

Date:

Department Head:



9-27-2021

Personnel:

9-29-2021

BOCC Chairman:

BOCC Member:

BOCC Member:



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Resolution

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

RESOLUTION

FROM: Jana Chingway, Senior Legal Assistant

MEETING: September 30, 2021

SUBJECT: Alter Thomas Wiard Road Right-of-Way and Vacate a Portion of Thomas Wiard Road

PRESENTER: Craig D. Cox, Deputy County Counselor

BACKGROUND

Lynn Blecha has platted and is developing Peterson Ranch Unit One subdivision, which is located off of Highway 24. The subdivision's access off the highway is Thomas Wiard Road. Due to the alignment of the interior subdivision road, the right-of-way for Thomas Wiard Road needs to be altered to move it west so it will connect with the subdivision's entrance.

DISCUSSION

To relocate Thomas Wiard Road, not only will a portion of Thomas Wiard Road be vacated, but the remaining right-of-way will be altered to move it west so as to realign the road to connect it with the subdivision's entrance.

FISCAL IMPACT

County Counselor's Office staff time.

RECOMMENDATION(S)

Counsel recommends that the Board approve both the Resolution to Vacate a Portion of Thomas Wiard Road and the Resolution to Alter the Remaining Right-of-Way.

POSSIBLE MOTION(S)

A-1. "I move that the Board approve the Resolution Vacating a Portion of Thomas Wiard Road as submitted."

A-2. “I move that the Board approve the Resolution Vacating a Portion of Thomas Wiard Road after the following changes are made...”

B-1. “I move that the Board approve the Resolution Altering Thomas Wiard Road Right-of-Way as submitted.”

B-2. “I move that the Board approve the Resolution Altering Thomas Wiard Road Right-of-Way after the following changes are made...”

Enclosures:

- A Resolution Vacating a Portion of Thomas Wiard Road (DOC)
- A Resolution Altering Thomas Wiard Road Right-of-Way (DOC)
- PETITION TO VACATE with EXHIBITS (PDF)
- PETITION TO ALTER ROAD with EXHIBITS (PDF)

RESOLUTION NO. 093021_____**RESOLUTION PROVIDING FOR AN ORDER VACATING A PORTION OF
THOMAS WIARD ROAD IN RILEY COUNTY, KANSAS****BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF RILEY COUNTY,
KANSAS:**

1. That at the regular meeting of the Board of Commissioners of the County of Riley, Kansas, begun and held at 110 Courthouse Plaza, in the City of Manhattan, in said County of Riley, Kansas, on the 30th day of September, 2021, the Board did propose, pursuant to K.S.A. 68-102, the vacation of a portion of a certain road in Riley County, Kansas.
2. That notice provisions K.S.A. 68-102a and K.S.A. 68-105 were waived because all adjoining property owners signed the Petition to Vacate.
3. With the Schwab Eaton survey of the new Thomas Wiard Road right-of-way, and the legal description for that portion of Thomas Wiard Road to be vacated, the survey and viewing requirements of K.S.A. 68-104 and K.S.A. 68-106 have been met.
4. That a public hearing was held at the regular meeting of the Board of Commissioners of the County of Riley, Kansas, begun and held at 110 Courthouse Plaza, in the City of Manhattan, in said County of Riley, Kansas, on the 30th day of September, 2021, regarding the vacation of a portion of Thomas Wiard Road in Riley County, Kansas.
5. That all parties have been given a hearing.
6. That the portion of Thomas Wiard road described as follows is of no public utility due to altering the right-of-way of the road to the west to align it with the entrance of the

Peterson Ranch Unit One subdivision. Therefore that portion of Thomas Wiard Road should be and hereby is vacated as a public road in the County of Riley, Kansas; that the road portion shall be vacated on the records in the office of the County Surveyor and from thence forth the road portion shall no longer be considered to be public highways; that the County Surveyor shall issue his order to the Trustees of the respective townships in which the road portion is located, directing them to cause the road portion to be vacated for public travel at the time and in the manner indicated by him:

A tract of land located in the Southeast One-Quarter (SE 1/4) in Section 21, Township 9 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas, described as follows:

Commencing at the Northwest Comer of said SE 1/4 of said Section 21; Thence North 89°33'09" East (assumed bearing), 246.29 feet along the North line of said SE 1/4 to a point on the West Right-of-Way (R/W) line of Thomas Wiard Road and the TRUE POINT OF BEGINNING; Thence continuing North 89°33'09" East, 40.03 feet along the North line of said SE 1/4; Thence South 2°32'51" East, 201.53 feet; Thence South 8°22'48" West, 211.02 feet to a point on said West R/W line of Thomas Wiard Road; Thence North 2°32'51" West, 410.20 feet along said West R/W line of said Thomas Wiard Road to the POINT AND PLACE OF BEGINNING. Said tract contains 0.28 acres, more or less. Subject to all public roads, easements, reservations, restrictions, covenants and conditions, if any, now of record.

7. The above described right-of-way being vacated in paragraph 6 shall revert back to the property owned by Steven and Paula M. Thomson and described as follows:

A tract of land In Section 21, Township 9 South, Range 7 East of the 6th P.M., in Riley County, Kansas, more particularly described as follows: Beginning at the Northwest corner of the Southeast Quarter of Section 21, thence East along the North line of said Southeast Quarter to the centerline of the township road known the Thomas Wiard Road (as recorded in Road Record Book D, Page 358 and 359), thence Southerly along the centerline of said township road to point of intersection on the Northern right of way line of Kansas Highway 177, thence westerly along said right of way line to the West line of the Southeast Quarter of Section 21, thence North along said West Quarter Section line to the point of beginning; Subject to easements and rights of way of record.

8. That no damages or compensation shall be awarded to any person or persons in consequence of the vacation of that portion of Thomas Wiard Road described in paragraph 6 for the reason that no property rights of any adjoining property owner were adversely affected. The adjoining property owners may file a written application for such damages within twelve (12) months after the date of adoption of this Resolution.

9. This Resolution and Order shall be recorded in the Office of the Register of Deeds of Riley County, Kansas, upon its adoption by the Board of Commissioners of Riley County, Kansas.

Adopted this 30th day of September, 2021.

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

John Ford, Chair

Greg McKinley, Vice-Chair

Kathryn Focke, Member

ATTEST:

Rich Vargo, Riley County Clerk

Attachment: A Resolution Vacating a Portion of Thomas Wiard Road (11156 : Thomas Wiard Road)

RESOLUTION NO. 093021-_____**RESOLUTION PROVIDING FOR AN ORDER ALTERING THE RIGHT-OF-WAY OF
THOMAS WIARD ROAD IN RILEY COUNTY, KANSAS****BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF RILEY COUNTY,
KANSAS:**

1. That at the regular meeting of the Board of Commissioners of the County of Riley, Kansas, begun and held at 110 Courthouse Plaza, in the City of Manhattan, in said County of Riley, Kansas, on the 30th day of September, 2021, the Board did propose, pursuant to K.S.A. 68-102, altering the right-of-way of a certain road in Riley County, Kansas.

2. That notice provisions K.S.A. 68-102a and K.S.A. 68-105 were waived because all adjoining property owners signed the Petition to Alter Road.

3. With the Schwab Eaton survey of the new Thomas Wiard Road right-of-way, and the legal description for that portion of Thomas Wiard Road to be vacated, the survey and viewing requirements of K.S.A. 68-104 and K.S.A. 68-106 have been met.

4. That a public hearing was held at the regular meeting of the Board of Commissioners of the County of Riley, Kansas, begun and held at 110 Courthouse Plaza, in the City of Manhattan, in said County of Riley, Kansas, on the 30th day of September, 2021, to alter the right-of-way of Thomas Wiard Road in Riley County, Kansas.

5. That all parties have been given a hearing.

6. That the right-of-way of Thomas Wiard Road shall be altered, as described below, to move it to the west to relocate the road so it will connect with the entrance to the Peterson Ranch Unit One subdivision:

A tract of land located in the Southeast Quarter (SE $\frac{3}{4}$) of Section Twenty-one (21), Township Nine (9) South, Range Seven (7) East of the 6th P.M., in Riley County, Kansas, described as follows: Commencing at the Northwest Corner of said Southeast Quarter of said Section 21; thence North 89°33'09" East (assumed bearing), 286.32 feet along the North line of said Southeast Quarter to the Northeast Corner of Thomas Wiard Road Right-of-Way (R/W) and the TRUE POINT OF BEGINNING; thence continuing North 89°33'09" East, 99.38 feet along the North line of said Southeast Quarter; thence South 8°22'48" West, 523.91 feet to a point on the East R/W line of said Thomas Wiard Road; thence North 2°32'51" West, 518.05 feet along the East R/W line of said Thomas Wiard Road to the Point and Place of Beginning, said tract contains 0.59 acres, more or less.

7. That no damages or compensation shall be awarded to any person or persons in consequence of the right-of-way alteration of Thomas Wiard Road described in paragraph 6 for the reason that no property rights of any adjoining property owner were adversely affected. The adjoining property owners may file a written application for such damages within twelve (12) months after the date of adoption of this Resolution.

8. This Resolution and Order shall be recorded in the Office of the Register of Deeds of Riley County, Kansas, upon its adoption by the Board of Commissioners of Riley County, Kansas.

Adopted this 30th day of September, 2021.

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

John Ford, Chair

Greg McKinley, Vice-Chair

Kathryn Focke, Member

ATTEST:

Rich Vargo, Riley County Clerk

PETITION TO VACATE
Pursuant to K.S.A. 68-102 et seq.

SUBJECT: North Portion of Thomas Wiard Road

1. Petitioners and adjoining property owners are:
 - A. Blecha Enterprises, LLC
Kansas Limited Liability Company
c/o Lynn Blecha
Adjoining property owner and developer of the Patterson Ranch Unit One subdivision
 - B. Steven and Paula M. Thomson
4721 Thomas Wiard Road
Manhattan, KS
Adjoining property owner
2. With all adjoining property owners signing the Petition, the notice provisions of K.S.A. 68-102a and K.S.A. 68-105, are waived.
3. With the survey, Exhibit A, and legal description (yellow highlighted) for that portion of Thomas Wiard Road to be vacated, which is Exhibit B, the survey and viewing requirements of K.S.A. 68-104, and K.S.A. 68-106 have been met.
4. That portion of Thomas Wiard Road to be vacated, yellow highlighted of Exhibit B, is no longer needed as a public utility due to altering the right-of-way of Thomas Wiard Road to the west to align it with the entrance of the Peterson Ranch Unit One subdivision.
5. The vacated Thomas Wiard Road right-of-way shall revert back to the ownership of Steven and Paula M. Thomson.

6. With no property rights being adversely affected by the vacation of the above-described portion of Thomas Wiard Road, no damages should be awarded the adjoining property owners.

Blecha Enterprises, LLC
Kansas Limited Liability Company

Steven Thomson 9-27-21 Lynn Blecha 9-27-21
Steven Thomson Date Lynn Blecha Date

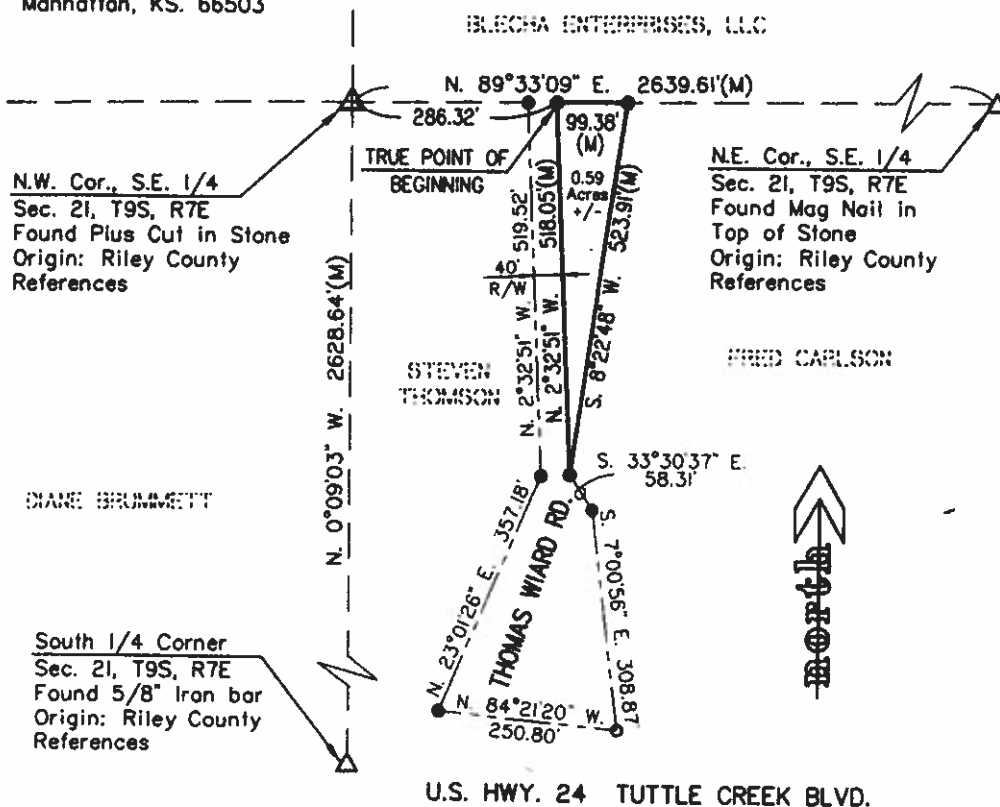
Paula M. Thomson 9-27-21
Paula M. Thomson Date

Attachment: PETITION TO VACATE with EXHIBITS (11156 : Thomas Wiard Road)

CERTIFICATE OF SURVEY

Client: Lynn Blecha
6130 Tuttle Terrace
Manhattan, KS. 66503

No. 20.0948



NOTES:

1. All bearings shown on this survey are assumed and without reference to True North.
2. This survey was performed without the benefit of a proper title report. Easements and other conditions may exist and could be disclosed by a proper title report, which was not furnished by the client.
3. North is based on the North line of the S.E. 1/4 of Sec. 21-9-7, assumed to bear North 89°33'09" East for this certificate of survey.

SCALE 1" = 200'



LEGEND

- Property Line
- - - Road Right-of-Way Line
- - - Section Line
- R/W Monument Found
- 1/2" Bar w/CLS 50 Cap Set
- △ Section Corner Found as Described
- (M) Measured Distance

LAND BOUNDARY DESCRIPTION:

A tract of land located in the Southeast One-Quarter (SE 1/4) in Section 21, Township 9 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas, described as follows:

Commencing at the Northwest Corner of said SE 1/4 of said Section 21; Thence North 89°33'09" East (assumed bearing), 286.32 feet along the North line of said SE 1/4 to the Northeast Corner of Thomas Wiard Road Right-of-Way (R/W) and the TRUE POINT OF BEGINNING; Thence continuing North 89°33'09" East, 99.38 feet along the North line of said SE 1/4; Thence South 8°22'48" West, 523.91 feet to a point on the East R/W line of said Thomas Wiard Road; Thence North 2°32'51" West, 518.05 feet along the East R/W line of said Thomas Wiard Road to the POINT AND PLACE OF BEGINNING. Said tract contains 0.59 acres, more or less. Subject to all public roads, easements, reservations, restrictions, covenants and conditions, if any, now of record.

CERTIFICATION:

I hereby certify that this survey completed August 20th, 2020, represents the true findings of a survey performed by me or under my direct supervision, and that details of this survey are true and correct to the best of my knowledge, belief, and information.



5410 Ledge Stone Drive, STE 100 • Manhattan, Kansas 66502
Phone (785)539-4687

SCHWAB-EATON, P.A.

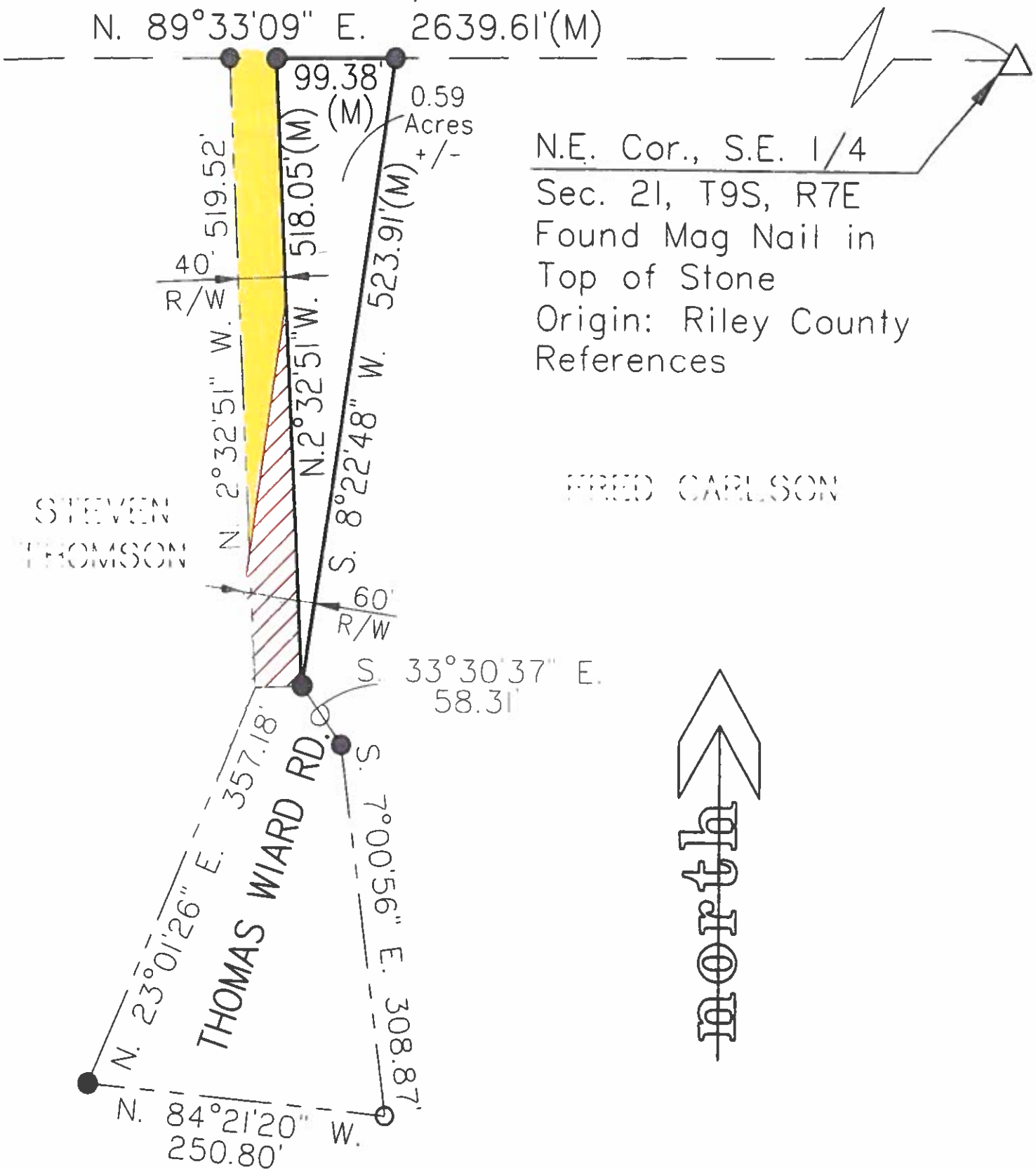
Harlan G. Ross
Harlan G. Ross, PS 1290

Date: 8/21/2020

EXHIBIT A

Attachment: PETITION TO VACATE with EXHIBITS (11156 : Thomas Wiard Road)

BLECHA ENTERPRISES, LLC



EXISTING COUNTY ROAD RIGHT-OF-WAY DESCRIPTION:

A tract of land located in the Southeast One-Quarter (SE 1/4) in Section 21, Township 9 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas, described as follows:

Commencing at the Northwest Corner of said SE 1/4 of said Section 21; Thence North 89°33'09" East (assumed bearing), 246.29 feet along the North line of said SE 1/4 to a point on the West Right-of-Way (R/W) line of Thomas Wiard Road and the TRUE POINT OF BEGINNING; Thence continuing North 89°33'09" East, 40.03 feet along the North line of said SE 1/4; Thence South 2°32'51" East, 201.53 feet; Thence South 8°22'48" West, 211.02 feet to a point on said West R/W line of Thomas Wiard Road; Thence North 2°32'51" West, 410.20 feet along said West R/W line of said Thomas Wiard Road to the POINT AND PLACE OF BEGINNING. Said tract contains 0.28 acres, more or less. Subject to all public roads, easements, reservations, restrictions, covenants and conditions, if any, now of record.

Attachment: PETITION TO VACATE with EXHIBITS (11156 : Thomas Wiard Road)

PETITION TO ALTER ROAD
Pursuant to K.S.A. 68-102 et seq.

SUBJECT: Thomas Wiard Road

1. Petitioners and adjoining property owners are:
 - A. Blecha Enterprises, LLC
Kansas Limited Liability Company
c/o Lynn Blecha
Adjoining property owner and developer of Patterson Ranch Unit One
Subdivision
 - B. Steven and Paula M. Thomson
4721 Thomas Wiard Road
Manhattan, KS
Adjoining property owner
2. With all adjoining property owners signing the Petition, the notice provisions of K.S.A. 68-102a and K.S.A. 68-105, are waived.
3. With the survey and legal description for the altered right-of-way of Thomas Wiard Road, which is Exhibit A, the survey and viewing requirements of K.S.A. 68-104, and K.S.A. 68-106 have been met.
4. With the altered right-of-way (Exhibit A) and the vacated right-of-way (yellow highlighted) which is exhibit B, the new right-of-way will relocate Thomas Wiard Road so it will connect with the entrance to Peterson Ranch Unit One subdivision, see Exhibit C.
5. Because Blecha Enterprises, LLC, A Kansas Limited Liability Company, purchased the new right-of-way allowing Thomas Wiard Road to connect to

Attachment: PETITION TO ALTER ROAD with EXHIBITS (11156 : Thomas Wiard Road)

Peterson Ranch Unit One subdivision, there is no "taking" of property and no damages should be awarded.

Blecha Enterprises, LLC
Kansas Limited Liability Company

Steven Thomson 9-27-21
Steven Thomson Date

Lynn Blecha 9-27-21
Lynn Blecha Date

Paula M. Thomson 9-27-21
Paula M. Thomson Date

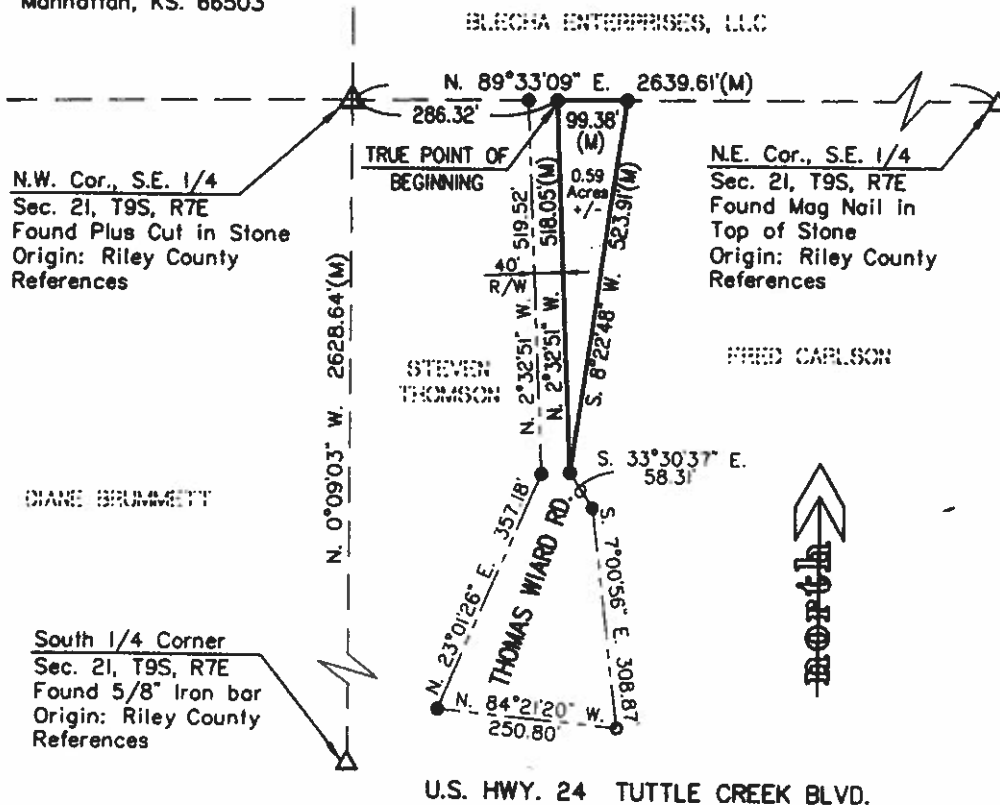
Attachment: PETITION TO ALTER ROAD with EXHIBITS (11156 : Thomas Wiard Road)

CERTIFICATE OF SURVEY

Client: Lynn Blecha
6130 Tuttle Terrace
Manhattan, KS. 66503

No. 20.094B

BLECHA ENTERPRISES, LLC



NOTES:

1. All bearings shown on this survey are assumed and without reference to True North.
2. This survey was performed without the benefit of a proper title report. Easements and other conditions may exist and could be disclosed by a proper title report, which was not furnished by the client.
3. North is based on the North line of the S.E. 1/4 of Sec. 21-9-7, assumed to bear North 89°33'09" East for this certificate of survey.

SCALE 1" = 200'



LEGEND

- Property Line
- - - Road Right-of-Way Line
- - - Section Line
- R/W Monument Found
- 1/2" Bar w/CLS 50 Cap Set
- △ Section Corner Found as Described
- (M) Measured Distance

LAND BOUNDARY DESCRIPTION:

A tract of land located in the Southeast One-Quarter (SE 1/4) in Section 21, Township 9 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas, described as follows:

Commencing at the Northwest Corner of said SE 1/4 of said Section 21; Thence North 89°33'09" East (assumed bearing), 286.32 feet along the North line of said SE 1/4 to the Northeast Corner of Thomas Wiard Road Right-of-Way (R/W) and the TRUE POINT OF BEGINNING; Thence continuing North 89°33'09" East, 99.38 feet along the North line of said SE 1/4; Thence South 8°22'48" West, 523.91 feet to a point on the East R/W line of said Thomas Wiard Road; Thence North 2°32'51" West, 518.05 feet along the East R/W line of said Thomas Wiard Road to the POINT AND PLACE OF BEGINNING. Said tract contains 0.59 acres, more or less. Subject to all public roads, easements, reservations, restrictions, covenants and conditions, if any, now of record.

CERTIFICATION:

I hereby certify that this survey completed August 20th, 2020, represents the true findings of a survey performed by me or under my direct supervision, and that details of this survey are true and correct to the best of my knowledge, belief, and information.



5410 Ledge Stone Drive, STE 100 • Manhattan, Kansas 66502
Phone (785)539-4887

SCHWAB-EATON, P.A.

Harlan G. Ross
Harlan G. Ross, PS 1290

Date: 8/21/2020 EXHIBIT A

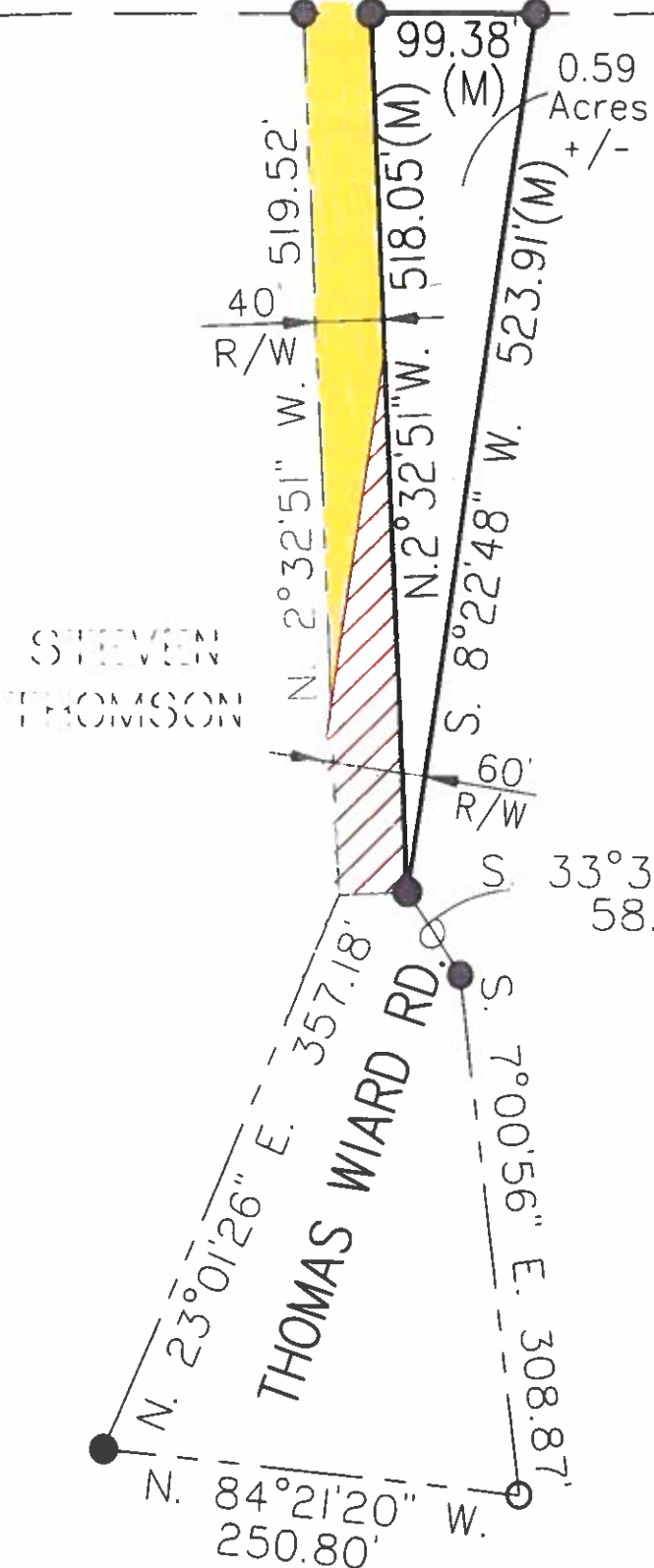
Attachment: PETITION TO ALTER ROAD with EXHIBITS (11156 : Thomas Wiard Road)

EXHIBIT A
Legal Description

**A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-one (21), Township Nine (9) South, Range Seven (7) East of the 6th P.M., in Riley County, Kansas, described as follows:
Commencing at the Northwest Corner of said Southeast Quarter of said Section 21; thence North 89°33'09" East (assumed bearing), 286.32 feet along the North line of said Southeast Quarter to the Northeast Corner of Thomas Wiard Road Right-of-Way (R/W) and the TRUE POINT OF BEGINNING; thence continuing North 89°33'09" East, 99.38 feet along the North line of said Southeast Quarter; thence South 8°22'48" West, 523.91 feet to a point on the East R/W line of said Thomas Wiard Road; thence North 2°32'51" West, 518.05 feet along the East R/W line of said Thomas Wiard Road to the Point and Place of Beginning, said tract contains 0.59 acres, more or less.**

Attachment: PETITION TO ALTER ROAD with EXHIBITS (11156 : Thomas Wiard Road)

BLECHA ENTERPRISES, LLC

N. $89^{\circ}33'09''$ E. 2639.61'(M)

N.E. Cor., S.E. 1/4
 Sec. 21, T9S, R7E
 Found Mag Nail in
 Top of Stone
 Origin: Riley County
 References

FRED CARLSON

U.S. HWY. 24 TUTTLE CREEK BLVD.

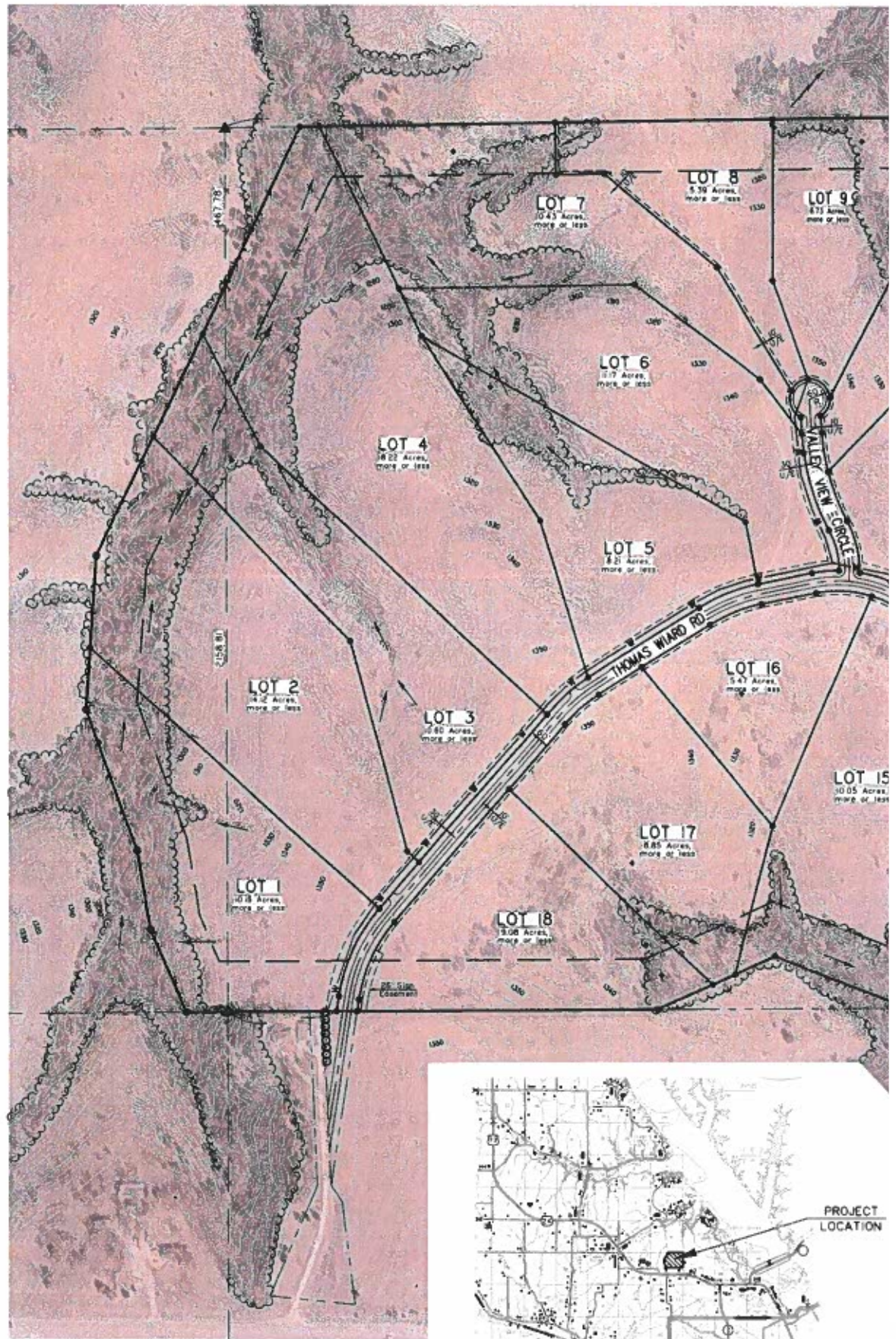
EXHIBIT B

Packet Pg. 139

EXISTING COUNTY ROAD RIGHT-OF-WAY DESCRIPTION:

A tract of land located in the Southeast One-Quarter (SE 1/4) in Section 21, Township 9 South, Range 7 East of the Sixth Principal Meridian, Riley County, Kansas, described as follows:

Commencing at the Northwest Corner of said SE 1/4 of said Section 21; Thence North 89°33'09" East (assumed bearing), 246.29 feet along the North line of said SE 1/4 to a point on the West Right-of-Way (R/W) line of Thomas Wiard Road and the TRUE POINT OF BEGINNING; Thence continuing North 89°33'09" East, 40.03 feet along the North line of said SE 1/4; Thence South 2°32'51" East, 201.53 feet; Thence South 8°22'48" West, 211.02 feet to a point on said West R/W line of Thomas Wiard Road; Thence North 2°32'51" West, 410.20 feet along said West R/W line of said Thomas Wiard Road to the POINT AND PLACE OF BEGINNING. Said tract contains 0.28 acres, more or less. Subject to all public roads, easements, reservations, restrictions, covenants and conditions, if any, now of record.



Attachment: PETITION TO ALTER ROAD with EXHIBITS (11156 : Thomas Wiard Road)



HEALTH DEPARTMENT
Personnel

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: September 30, 2021

SUBJECT: Riley County Health Department request to fill a position

PRESENTER: Julie Gibbs

BACKGROUND

The Raising Riley clerk provides routine clerical, secretarial and administrative work such as answering telephones, receiving the public, providing assistance to clients, data processing and record-keeping. Position involves maintaining accountability for the office, data entry, answering multi-line phone, and scheduling.

DISCUSSION

Raising Riley needs a clerk for all of their clerical work, especially for data processing, answering the calls, scheduling, and being the "face" of the lower level entrance. We would want to open this internally for 7 days.

FISCAL IMPACT

This is already in the RR budget.

RECOMMENDATION(S)

I recommend the Board of Health approve the request to fill this FT clerk position for the Raising Riley Program.

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:

- RRclerk (PDF)
- Raising Riley Clerk (gold sheet) (PDF)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	RAISING RILEY CLERK		
Department:	Health Department	Division:	Raising Riley
Reports To:	RR Supervisor		
Pay Grade:	G	Status:	Full Time

POSITION SUMMARY: The Raising Riley clerk provides routine clerical, secretarial and administrative work such as answering telephones, receiving the public, providing assistance to clients, data processing and record-keeping. Work requires communication, proficiency and professionalism. Position involves maintaining accountability for the office, data entry, answering multi-line phone, and scheduling.

ESSENTIAL FUNCTIONS:

- In collaboration with the Raising Riley Supervisor, manage the Raising Riley Scholarship program: process applications by confidentially determining eligibility of families applying and follow work flow as outlined for the child care scholarship process, schedule the family's meeting with the Family Engagement Specialist and schedule the Orientation office visit to complete the child's developmental assessments.
- Maintain calendar of child assessment appointments, annual CLASS observation appointments, program meetings, deadlines and reminders for Raising Riley staff. Schedule assessment appointments.
- Design, develop and maintain a variety of databases/spreadsheets in cooperation with other staff members to provide for efficient work-flow of the program. Create forms and procedures to accompany the databases for efficient work processing and tracking.
- Maintain secure, accurate filing systems,
- Maintain official records in an organized, central system, including applications, assessments, observations, correspondence and scholarship payment. Scan files for proper records retention. Coordinate with staff to organize and maintain electronic files for the efficient retrieval and sharing of data.
- Work independently and within a team on special nonrecurring and ongoing projects, which may include planning and coordinating multiple projects, researching and disseminating information, and preparing mailings, as well as other projects as assigned.
- Provide professional customer service through incoming calls, providing information, and/or directing calls appropriately; greeting clients for Raising Riley.
- Communicate accurately and professionally with staff to foster a cooperative work environment
- Perform required tasks while maintaining a calm, professional, and helpful attitude.
- Gain and maintain knowledge of community programs and refer clients to appropriate support services

SECONDARY FUNCTIONS:

- Process Childcare Licensing fees and maintain Child Care Licensing tracking.
- Maintain good communication with caseload of child care professionals; identify and help meet training needs as appropriate
- Maintain good communication with participating families; identify and help meet needs as appropriate
- Participate in community outreach events to support Riley County Health Department and Raising Riley
- Participate in staff meetings
- Conform to HIPAA privacy regulations specific to position held
- Establish and maintain an image of the health department and related programs that is professional, collaborative, proactive, and responsive
- Participate in emergency response health department efforts as needed
- Performs other duties as assigned

POSITION REQUIREMENTS:

Education: High school graduate or equivalent

Attachment: RRclerk (11152 : RCHD Request to fill position)

Experience: One year of post high school training or experience with significant office management responsibilities. Any combination of experience, education or training which provides the following knowledge, skills and ability: ability to use discretion regarding confidential material; ability to establish and maintain effective working relationships with associates and the public; knowledge of personal computers including word processing, spreadsheets, and other computer software.

Knowledge and Skills and: Demonstrated ability in typing and knowledge of basic or commonly-used office rules, procedures and operations. Must have ability to work with the public. Must understand and demonstrate computer skills, specifically Microsoft Office programs with above average competence in Excel and Google applications. Must demonstrate ethical conduct, flexibility, initiative, and time management. Bilingual English/Spanish is helpful and proficient communication skills, both orally and in writing are necessary.

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

Supervisory Responsibility: None

Guidelines: Procedures have been established and a number of specific guidelines are available.

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

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

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

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

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

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

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

While performing the duties of this job, the employee is exposed to a normal noise level. Public health facility requires a non-smoker.

Approved:____Date:_____(Supervisor)

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

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

RILEY COUNTY POSITION ACTION FORM

Department Health Department Date 5/13/2021 Job Title Raising Riley Clerk

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

TYPE OF REQUEST

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

Budgeted Position Request		Non-Budgeted Position Request	
☐ Request to hire replacement-same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☒ Request to hire replacement-new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: <u>Tasha Young</u>	2. Effective date of promotion, transfer, termination, or change: <u>10/4/2021</u>	1. Are there current budgeted funds available to pay for this position? ☐ Yes ☐ No ☐ Grant Funded	2. Requested hours per year:
3. If requesting a change in budgeted hours, estimated change in cost per year:	4. Would the position require re-evaluation for classification and pay grade purposes? ☐ Yes ☐ No	3. Estimated cost per year (financial impact): \$	4. Would the position require evaluation for classification and pay grade purposes? ☐ Yes ☒ No
5. Has this position been "On Hold?" ☐ Yes ☒ No If yes, date placed "On Hold":	6. Any special conditions regarding this position:	5. If applicable, what is the ending date for the position?:	6. Any special conditions regarding this position:

1. Why is it necessary to fill this position or change its status? Promotion of incumbent

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

For hiring purposes, briefly state necessary and/or desirable education, training, and/or certification required as well as desirable experience and/or skills: Graduation from a standard high school or G.E.D possession. Appropriate education or training may be substituted for required exp. Exp w/operation of specialized office equipment/computers. Ability to use discretion regarding confidential material. Establish & maintain working relationships with associates & public

Additional comments: Bilingual speaking & writing preferred

Approval by:

Department Head:



Date:

9-28-21

Personnel:

9-28-21

BOCC Chairman:

CC Member:

CC Member: