



**Board of Riley County
Commissioners
Regular Meeting
Agenda
November 29, 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. 2022 Riley County and Pawnee Mental Health Services Contract
4. Action on Certification of Voting Delegate and Alternates for the KAC special election
5. Sign Riley County Personnel Action Form(s)

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Nov 22, 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. Pending County Projects County Counselor
11. Review and Approve Contract with Archive Social

9:20 AM

Barry Wilkerson, Attorney

12. Request to fill open position - Office Manager
13. Request to Fill Administrative Trial Assistant in County Attorney Office

9:30 AM

Press Conference

- 14. Public Notices - John Ellermann (2-3 minutes)
- 15. Public Notice - Alvin Perez (1-2 minutes)

9:40 AM**David Adams, EMS/Ambulance Director**

- 16. Purchase Price Amendment

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
Contract

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

COMMISSION AGENDA REPORT

FROM: Tami Robison, Budget & Finance Officer

MEETING: November 29, 2021

SUBJECT: 2022 Riley County and Pawnee Mental Health Services Contract

PRESENTER: Tami Robison, Budget & Finance Officer

POSSIBLE MOTION(S)

Move to approve the 2022 Riley County and Pawnee Mental Health Services contract.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- DOC000 (PDF)

CONTRACT

Riley County and Pawnee Mental Health Services

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between the Board of County Commissioners of Riley County, Kansas, hereinafter referred to as "Board," and Pawnee Mental Health Services, a non-profit corporation, an established and licensed community mental health center of Kansas, hereinafter referred to as "Center."

WHEREAS, the Board of County Commissioners of Riley County, Kansas have determined to contract for mental health services within Riley County, Kansas, with a non-profit corporation, pursuant to K.S.A. 19-4007; and

WHEREAS, Pawnee Mental Health Services is a Kansas not-for-profit corporation, established and licensed community mental health center; and

WHEREAS, the parties desire that Pawnee Mental Health Services provide mental health services for the citizens of Riley County, by contract;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is understood and agreed by the parties hereto as follows:

1. **SERVICES TO BE RENDERED:** The Center agrees to provide all services required of a licensed community mental health center to the residents of Riley County, such as but not limited to Outpatient Services, Community Support Services, Consultation and Education, and Emergency Services.
2. **TERM:** The term of the contract shall be from January 1, 2022 to December 31, 2022. Negotiations for the renewal of this contract shall be completed by the parties hereto on or before July 15, 2022. In the event the Center anticipates renewal of this contract, Center's proposed budget and the expected contribution from the Board shall be submitted to the Board prior to July 1, 2022 so that the Board may prepare its budget in compliance with the statutory schedule.
3. **STATUTORY COMPLIANCE:** The Center agrees to comply with the requirements of K.S.A. 19-4007 and all other applicable statutes.
4. **APPROPRIATION:** The Board has agreed to provide Pawnee Mental Health Services \$300,000 for 2022 as partial financial support of mental health services.

Attachment: DOC000 (11281 : 2022 Riley County & Pawnee Mental Health Services Contract)

5. **SELECTION OF CENTER BOARD OF DIRECTORS:** The number, qualification, geographical distribution, and method of selection of the Board of Directors of the Center shall not be changed or amended during the term of this contract without the written approval of the Board.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this contract the day first above written.

ATTEST:

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

Chair

Commissioner

Commissioner

ATTEST:

PAWNEE MENTAL HEALTH SERVICES

Chair

Attachment: DOC000 (11281 : 2022 Riley County & Pawnee Mental Health Services Contract)



COUNTY CLERK & ELECTIONS
Meeting information

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

COMMISSION AGENDA REPORT

FROM: Cindy Kabriel, Administrative Assistant II

MEETING: November 29, 2021

SUBJECT: Action on Certification of Voting Delegate and Alternates for the KAC special election

PRESENTER: Rich Vargo, County Clerk

POSSIBLE MOTION(S)

Move to appoint _____, as the voting delegate for the KAC special election held on Wednesday, January 5, 2022 at 2:00 p.m. to 3:00 p.m.; _____, as 1st Alternate; and _____, as 2nd Alternate.

Enclosures:

- KAC email (PDF)
- Voting Delegate Form . Special Election 1.5.2022 (PDF)
- SAMPLE BALLOT 1.5.2022 (PDF)

Cindy Kabriel

From: Rich Vargo
Sent: Monday, November 22, 2021 3:40 PM
To: Cindy Kabriel
Subject: FW: Special Election - Certification of Voting Delegate & Alternates
Attachments: Voting Delegate Form . Special Election 1.5.2022.pdf; SAMPLE BALLOT 1.5.2022.pdf

Please place on next Business meeting.

Thank you!

From: Betty Oliva [mailto:oliva@kansascounties.org]
Sent: Monday, November 22, 2021 3:34 PM
To: Betty Oliva <oliva@kansascounties.org>
Subject: Special Election - Certification of Voting Delegate & Alternates



To: Boards of County Commissioners/Supervisors
 All KAC Kansas County Members
CC: Clerks and Administrators/Managers
From: Bruce Chladny, Executive Director *Bruce A. Chladny*
Subject: Certification of Voting Delegate and Alternates
 Special Election, Wednesday, January 5, 2022 @ 2:00pm – 3:00pm
Date: November 22, 2021

Please find attached to this mailing the Certification of Voting Delegate form and sample ballot language for this special election to be held on Wednesday, January 5, 2022, from 2:00 pm – 3:00 pm.

Per KAC Bylaws, to be eligible to cast your vote, KAC needs your completed form (and/or any changes or alterations) returned to our office by email no later than Thursday December 16, 2021. We strongly urge you to designate both a voting delegate, along with a first and second alternate. Only those listed on the certified form will be able to vote for your county. Your vote is important! You will be voting to allow the Kansas County Human Resource Association (KCHRA) to be admitted to the KAC as an affiliate member and after paying the appropriate affiliate dues, will be granted a voting member on the Kansas Association of Counties Governing Board.

This will be an online vote only. The polls will be open for one hour at 2:00pm – 3:00pm on Wednesday, January 5th, 2022. The voting delegate will be able to log onto the Zoom anytime during that period to cast your county's vote. An email with the appropriate link to the poll will be sent to the voting delegate the day prior to the election.

I realize that this special election is a bit of a unique situation. However, it is important that we receive a majority of voting delegate forms to ensure that this historic vote take place.

Enclosure (2)

Attachment: KAC email (11282 : Certification of Voting Delegate and Alternates Speical Election January 5 2022)

CERTIFICATION OF VOTING DELEGATE

**Kansas Association of Counties Special Election
Wednesday, January 5, 2022, 2:00PM to 3:00PM
* This will be a Virtual Vote Only ***

Purpose:

The Bylaws of the Kansas Association of Counties provide that the county voting delegate be selected and certified in the following manner:

"Each member county shall be allowed one vote, which shall be cast by a chosen delegate designated for the county. Any county elected or appointed official may be selected as the county's voting delegate. The member county shall also appoint two alternates, specifying the order of such alternates, should the voting delegate be unavailable to attend the meeting. Delegates and alternates shall be certified to the KAC at least seven days before the meeting."

Please complete this form including email addresses for each voting delegate, and return by email at your earliest convenience to:

oliva@kansascounties.org

If you have any questions please contact:

Betty Oliva
oliva@kansascounties.org
785.272.2585

For voting delegates to be certified, your response (and/or any changes or alterations to this form) must be received no later than C.O.B. Thursday, December 16, 2021.

Date: _____, 2021

I, _____, County Clerk of

_____ County do hereby certify that the following officers have been designated

as the voting delegate and alternates for the KAC special election held on Wednesday, January 5, 2022 at

2:00PM to 3:00PM.

Delegate _____

Position _____

Email: _____

1st Alternate _____

Position _____

Email: _____

2nd Alternate _____

Position _____

Email: _____

SAMPLE BALLOT

**Kansas Association of Counties Special Election
Wednesday, January 5, 2022, 2:00PM to 3:00PM
* This will be a Virtual Vote Only ***

QUESTION ONE:

Shall the Kansas County Human Resource Association be admitted to the Kansas Association of Counties as an affiliate member, consistent with Article V of the Kansas Association of Counties bylaws, as amended October 19, 2021?

If this question is approved, the Kansas County Human Resource Association will be admitted to the KAC as an affiliate member and will pay the affiliate dues, as set forth by the Kansas Association of Counties on an annual basis. The Kansas County Human Resource Association will be granted a voting member on the Kansas Association of Counties Governing Board.



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: November 29, 2021

SUBJECT: Sign Riley County Personnel Action Form(s)

PRESENTER: Elizabeth Ward, Human Resource Manager

Enclosures:

- 2021-11 D Trechter (green) (PDF)
- 2021-11 O Garver (green) (PDF)
- 2021-11 N Meyer (green) (PDF)

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 11-19-2021
☒ Change		Employee #

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

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

Trechter	Daniel		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

EMT	EMS	0001-000020
Position Title	Department	Fund

11/11/2021	☐ Exempt	☒ Non-Exempt		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

EMT	1	\$13.81	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department: David Adams Date: 11-22-21

Personnel: [Signature] 11-23-21

BOCC
Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 11/19/2021
☒ Change		Employee #

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

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

Garver	Olivia		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

EMT	EMS	0001-000020
Position Title	Department	Fund

10/1/2021	☐ Exempt	☒ Non-Exempt		☐ Yes	☐ No
Effective Date			Ending Date For Temporary	Is this a budgeted position?	

EMT	1	\$13.81	☒ Hour	\$	☐ Bi-weekly	☐ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department: DAVID ADAMS Date: 11-22-21Personnel: [Signature] 11-23-21

BOCC

Chairman: _____

Member: _____

Member: _____

RILEY COUNTY PERSONNEL ACTION FORM

☐ Add		Fill Request Date: 11/16/2021
☒ Change		Employee #

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

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

Meyer	Nancy		
Name: Last	First	Middle	Home Phone

Address: Street	City	State	Zip

Legal Secretary	Attorney	00001-000001
Position Title	Department	Fund

12/23/2021	☐	☒		☒ Yes	☐ No
Effective Date	Exempt	Non-Exempt	Ending Date For Temporary	Is this a budgeted position?	

I	16	\$27.35	☒ Hour	\$	☐ Bi-weekly	☒ 40	☐
Grade/Step		Pay Rate				Hours Per Workweek	

Approvals:

Department:

Date:

Personnel:

BOCC

Chairman:

Member:

Member:



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
December 02, 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. Authorize Chairman to sign CDBG-CV grant close out forms

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

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

12:00 PM

Legislative Conference

Attachment: 12-02-21 tentative agenda (10512 : Tentative Agenda)

2:15 PM

Executive Session to discuss department head evaluations

7. 3:15 Cory Meyer, IT/GIS Director

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: 12-02-21 tentative agenda (10512 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
December 06, 2021**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Clancy Holeman, Counselor/Director of Administrative Services

1. Administrative Work Session

9:20 AM

Break

9:30 AM

Press Conference

2. RCPD update - Captain Greg Steere (3-5 minutes)
3. Downtown Manhattan update - Gina Snyder (3-5 minutes)
4. Presentation of Certificate of Appreciation to Tom Taul for serving on the RCPB/BOZA - John Ford and Amanda Smeller (3 minutes)

10:00 AM

Russel Stukey, Emergency Management Director

5. Staff update

10:15 AM

Shilo Heger, Treasurer

6. 2021 Accomplishments and 2022 Goals

10:30 AM

Amy Manges, Register of Deeds

7. 2021 Accomplishments and 2022 Goals

Attachment: 12-06-21 tentative agenda (10512 : Tentative Agenda)

10:45 AM**Rich Vargo, County Clerk**

8. 2021 Accomplishments and 2022 Goals

11:00 AM**Amanda Smeller, Planning/Special Projects Director**

9. 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: 12-06-21 tentative agenda (10512 : Tentative Agenda)



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Staff Update

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

COMMISSION AGENDA REPORT

FROM: Jana Chingway, Senior Legal Assistant

MEETING: November 29, 2021

SUBJECT: Pending County Projects County Counselor

PRESENTER: Clancy Holeman, Riley County Counselor

Enclosures:

- Final Commission List 11.29.2021 (DOC)

PENDING COUNTY PROJECTS • Beginning November 19, 2021 and through November 24, 2021

Submitted by Clancy Holeman, Riley County Counselor

Changes or additions from previous entries or in the items listed are shown in *italics*.

NOTE: The below lists are not intended to be a comprehensive list of all “pending” Commission or projects of other County Departments underway. Instead, the below lists represent an ongoing “snapshot” of the current status of selected pending projects which have either consumed significant staff time, or involve county issues of widespread significance. Additional entries show selected project work for individual county departments. The sequence of entries below is not intended to reflect the priority assigned to any work described.

COMMISSION LIST

Countywide Emergency Radio Communications System Upgrade: The upgrade is complete. But now the “program” phase has been completed, additional work from this department will be provided, as necessary, during the “maintenance” and “warranty” periods now underway. Discussion with contract administrator for vendor (L3Harris) scheduled for August 27, 2021. Discussion held with vendor contract administrator. Discussion with EM Director (8-30-21). Working toward final documents of “program” phase. Conversation with EM Director. (9-24-21) Conversation with L3Harris contract administrator, moving this matter toward likely resolution by the BOCC on 9-30-21. (9-24-21) Review appropriately continues among EM, KSU and Emergency Dispatch personnel regarding close out of this phase of the project. (9-24-21) Draw Commission Agenda Report and place on 9-30-21 agenda for BOCC review and approval of contract documents. (9-28-21) Discuss final contract documents for agenda separately with EM Director and L3Harris Contract Administrator. (9-29-21) Obtain BOCC approval of Amendment 1 to Master Service Agreement. (9-30-21)

First Christian Church: Now this property is “listed” as a “historic site,” there are state law restrictions applicable whenever a “project” is undertaken involving potential repair, damage or destruction of the site or its structure. Asbestos removal is likely the next “project.” I will provide any necessary notice of that “project” to the State Preservation Officer. I presented a CAR to the Board 8/12/21 and discussed with the BOCC the primary controlling statute. Legal research 8-24-2021. BOCC decides during open meeting to cancel pending contract offer to remove asbestos from Church for approximately \$18,000. Majority of BOCC states premature to remove asbestos before later decision by BOCC what is planned for Church now it’s “listed.” Gary Rosewicz, Assistant County Engineer, will notify the company offering to remove asbestos of this cancellation. (8-30-21) Confirmed with Gary Rosewicz, he notified company. (9-1-21). I filed petition for judicial review, in Riley County District Court, of state Historic Sites Board of Review designation of the First Christian Church as a historic site. (9-3-21). Contacting attorney for Historic Sites Board of Review. (9-19-21) Discussion with attorney for Historic Sites Board of Review. (9-23-21) Conduct legal research related to pending issues. (9-24-21) Received entry of appearance from Topeka law firm representing defendants. (9-24-21) Received District Court Clerk’s extension of time to file answer to County’s petition for judicial review, at Defendants’ request. Granted as a matter of right by state statute. Deadline for Defendants to answer is extended to October 12, 2021. Legal research. (9-24-21) Advise Public Works on question regarding asbestos removal. (9-26-21) Agree to Defendant’s attorney’s request for additional time to submit record of hearing to Court. (Week of 9-29-2021)

County Jail Inmate Medical Care: Discussions have begun at the staff level, with the assistance of this department, regarding putting a renewal contract in place for this service. As this Board is aware, all medical expenses incurred by prisoners while in custody at the Riley County Law Enforcement Center’s jail are the sole responsibility of Riley County--and not of the City of Manhattan or State of Kansas. Staff discussion scheduled for 8-27-21. Staff discussion rescheduled for 9-22-21. Staff discussion held—research history—recommendation accepted by staff. (9-22-21) Review state of current arrangement. (9-22-21)

KAC Annual Meeting (October 19, 2021): Accepted invitation to participate on panel discussion before the general KAC membership regarding “Dark Store” and Riley County’s experience on the issue. Prepare for panel discussion. (9-29-21) Review and work on presentation of power point for presentation scheduled for 10-18-21. (10-16-21; 10-17-21) Participated in panel discussion during KAC annual meeting. (10-18-21)

County Counselors Association of Kansas: Assist with organization of the semi-annual CLE our statewide professional association will present to its members during the October 19, 2021 KAC annual meeting. Discuss with scheduled CLE presenter local experience on specific state statute related to soil investigation. (9-28-21) Assist with

presentation of CLE to County Counselor's Association of Kansas during KAC annual meeting. Accept award as outgoing CCAK president (effective 1-1-22). Accept "Ed Randels" award for service to CCAK. (10-19-21) Work on scheduling next Board meeting of CCAK—set for Wednesday, 11-10-21)

"Dark Store": Oral argument (1/2 day) scheduled to take place before BOTA August 26, 2021. Discuss with BOTA staff, and relay to City Commissioner Linda Morse info she requested during 8-23-21 Intergovernmental Luncheon about BOTA 8-26-21 hearing time and whether hearing is open to public (8-23-21). Oral argument before BOTA conducted by counsel for both parties (8-26-21). Accept KAC invitation to be part of two-person panel discussion of "Dark Store," to be held during KAC annual meeting, October 18-21, Overland Park; will take place in opening breakout session—first morning of the annual meeting. Call Kim Qualls, KAC Education & Communications Director, about breakout session. Accepted KAC invitation to work with KAC Executive Director on recording of KAC podcast on "Dark Store"; recording scheduled for September 17, 2021. Reschedule "Dark Store" podcast recording for 10-1-21. (9-24-21) Work with County Appraiser Greg McHenry to prepare for KAC podcast this Friday (10-1-21) and KAC Panel Discussion during annual meeting to be held 10-18-21. (9-28-21) Continue preparation for KAC annual meeting and panel discussion of "Dark Store." (Week of 9-29-21) Work with KAC recording podcast on "Dark Store". (10-1-21) Discuss KAC annual meeting (10-18-21) presentation with co-panelist Douglas County Appraiser, and Greg McHenry. (10-4-21) Further discussion with Greg McHenry on Dark Store issues for KAC annual meeting panel presentation. (10-6-21) Final discussion with Greg McHenry on Dark Store issues for KAC annual meeting presentation. (10-7-21) Work with Greg on same subject. (10-10-21) Work with Greg on same subject (10-15-21) Participate in panel discussion on "Dark Store" at KAC annual meeting. (10-18-21) Receive notice from counsel BOTA has denied Riley County's Petition for Reconsideration in Home Depot appeal. (11-18-21)

"Constitutional Protection of County Home Rule": Accepted KAC invitation to present to County Commissioners Association, KAC affiliate member, information on Home Rule, during final day of KAC annual meeting in O.P., October 20th. Accepted KAC invitation to work with KAC Executive Director on recording of KAC podcast on "Constitutional Protection of County Home Rule"; recording scheduled for September 10, 2021. Podcast recorded with KAC 9-10-21. Work on presentation to County Commissioners scheduled for 10-20-21 (10-15-21; 10-16-21; 10-17-21; 10-19-21) Convene presentation by Mike Heim on constitutional protection of county home rule during KAC annual meeting. (10-20-21) Presentation on constitutional protection of county home rule to County Commissioners Association of Kansas, during KAC annual meeting. (10-20-21)

Riley County Annual Legislative Conference: Confirm with BOCC during public meeting 9-9-21 following available dates for annual meeting with county's legislative delegation: November 1, 4 and 18, 2021. (Date of 11-18 removed because it conflicts with county official's luncheon; Date of 11-15 removed because it conflicts with Law Board meeting.) Legislative Conference has been scheduled for Thursday, November 4, 2021. (9-17-21) All delegation members were notified of the date and time of the legislative conference. Work on agenda for legislative conference. (10-14-21; 10-15-21) Present draft agenda for legislative conference to BOCC and obtain approval of final draft. (10-21-21) Work with staff on discussion of revised spreadsheet for use as attachment to conference agenda. (10-27-21) Cancel November 4, 2021 legislative conference and reschedule to December 2, 2021, following individual discussions with BOCC members, members of legislative delegation and county officials participating in presentation. (11-3-21; 11-4-21)

White Canyon Benefit District: White Canyon benefit district's residents' request, made during this date's public commission meeting, asking whether Riley County willing to supplement the cost of the benefit district's proposed private road improvement project. No dollar figure provided by benefit district residents. County staff instructed to provide BOCC at upcoming meeting most recent Riley County Public Works' "estimate" of "northern route" as an option to current benefit district project proposed. (8-30-21)

American Rescue Plan: Discussion with staff about possibly engaging consultant to assist County with federal/state requirements in future use of County's \$14M allocation of ARPA funds. Similar concept to staff's use of consultant with prior CARES funding. Unlike CARES funding, a primary focus of ARPA funding is infrastructure. (8-31-21) Discussions with staff and potential consultant. (9-17-21) Attend and participate in KAC webinar on ARPA and potential Health Department fund uses. (9-24-21) Communicate with consultant on agreed terms of service. (9-26-21) Finalize Professional Services Agreement with Consultant; draw Commission Agenda Report and submit for BOCC review and possible approval 9-30-21. (9-28-21) Obtain BOCC approval of Professional Services Agreement. (9-30-21) Staff meets with Consultant for first time regarding ARPA distribution rules. (9-30-21) Draft letter to congressional office (for discussion by BOCC in public meeting on 10-28-21) in support of S 3011—giving more flexibility to counties nationwide in their use of ARPA funds. (10-27-21)

Riley County Employee Day: Intermittent work on employee day: Discussions with potential lunch ½ hour vendors; discussion with planning committee, with keynote speaker and Elizabeth Ward, H.R. Manager. (9-16-21; 9-17-21) Contact moderator for morning virtual sessions offering potential meeting for Monday, September 27, 2021, with Elizabeth Ward and this office to answer any Employee Day questions. (9-24-21) Meet with prospective food truck vendor at Riley County Health Department. (9-27-21) (Agreements signed with 2 vendors—arrange to meet final vendor Saturday morning for signature of contract.) (10-1-21) Agreement signed Saturday, October 2, 2021 with final of the 3 vendors. Pick up tickets from 2 vendors representing meals served to employees during Employee Day (10-12-21; Third vendor hand-delivers tickets to this office (10-13-21); conduct final ticket count; submit information on ticket count with payment due vendors to Budget and Finance Officer and email each vendor same information. (10-15-21) Review with HR and Training Committee on outcomes from Employee Day. (10-25-21)

Nextgen 911: Meeting as member of Nextgen 911 staff committee to review potential upcoming renumbering/renaming projects. (9-21-21) Communicate with fellow members of staff committee on pending project. (9-23-21) Communicate with fellow members of staff committee on different pending project. (9-24-21)

Human Resources: Finalize contract with East Coast Risk Management and place on 10-4-21 agenda for BOCC review and approval. Company will consolidate current Personnel Policies and Guidelines with separate resolutions amending those policies over the past years. (10-1-21) Contract with East Coast Risk Management approved by BOCC. (10-4-21) Assist HR with personnel issues involving different departments. (11-22; 11-23)

Budget and Planning Committee: Attend meeting 9-28-21.

Department Head Committee: Attend meeting regarding possible “Code of Conduct” required for state grant supporting businesses. (9-29-21) Obtain BOCC approval of “Code of Conduct.”

Indigent Defense Panel: Discuss at staff level potential 2022 contract. (9-21-21) Separate issue: Discuss with county and District Court staff coding of interpreter expense. (9-21-21) Panel member contracts for 2022 were created and emailed to current members. (11-3-21) Notice to Riley County Bar Association of at least one panel vacancy effective January 1, 2022. (11-4-21) *Proposed 2022 contracts have been provided to all current panel members. None returned as of 11-23-21.*

Rural Economic Development Advisory Board: Discuss with staff. (9-21-21) Staff discussion scheduled for 10-1-21. *Circulate among staff working group draft of REDAB resolution—to include changes to resolution proposed by BOCC. (11-24-21)*

Federal Rules on Vaccination Mandate: Research applicability/non-applicability of CMS and OSHA vaccination mandates to be published this week. (11-4-21; 11-5-21) Discuss issues with BOCC during administrative time at public meeting. (11-8-21). Research legal issues. (11-10-21) Staff discussion of foregoing issues. (11-10-21) Legal research, attend webinars and discuss with staff possible employee vaccination policy if required by foregoing federal rules. (11-8; 11-12; 11-15; 11-16; 11-17; 11-18) *Presented proposed draft vaccination policy to BOCC during public meeting November 22, 2021. BOCC decision is to not adopt. (11-22-21).*

National Opioid Litigation Settlement: *Successfully register on behalf of Riley County at national website. Will ensure we receive settlement documents when they are available, for review and possible signature. (11-24-21)*

DEPARTMENTAL LIST

Riley County Register of Deeds: Provide legal advice. Conversation with ROD (8-2021). Conversation about county termination of contract. (9-22-21) Discussion with other party to contract. I can confirm contract will terminate as required by County. (9-22-21)

Riley County Museum: Provide legal advice. Prepare for BOCC candidate interview Director/Curator position. (11-7-21)

Riley County Human Resources: Provide requested legal advice on multiple issues related to pandemic; zoom meeting on federal contract requirement. Work on separate project involving proposed vendor and personnel policies. (9-22-21). Review legal parameters of “long-COVID” disability as viewed by the Equal Opportunity Commission; information provided by H.R. (9-24-21)

Riley County Public Works: Provide legal advice on project. Review and approve “as to form” KDOT Local Road Safety Plan Agreement. (9-24-21) Answer question on project. (10-21-21) Review and approve as to form Transfer Station scales repair contract. (10-25-21) Review “Force Account Construction Engineering Inspection Services Agreement” for replacement of Bridge over Swede Creek. (11-2-21) Discuss with USDA final documents for Fairmont Heights closing and construction. (11-2-21) Complete review of “Force Account Construction Engineering Inspection Services Agreement” for replacement of Bridge over Swede Creek. (11-7-21)

Riley County Planning & Development: Provide legal advice on 2 projects. Advise P & D Director on development of “Code of Conduct” necessary for grant close-out. (9-29-21) Discuss with P & D and H.R. departments “Code of Conduct” Commission Agenda Report to be presented by P & D 10-7-21. (10-4-21; 10-5-21) Discuss separate regulatory issue with P& D. (10-5-21)

Riley County Emergency Management: Provide legal advice on 1 project.

Riley County Health Department: Provide legal advice on projects. Zoom meeting with Julie Gibbs and Debbie Nuss regarding request from Flint Hills Wellness Coalition to place walk-in cooler/freezer on grounds of Family and Child Resource Center. Draw and submit Commission Agenda Report reflecting request—scheduled for 9-30-21 BOCC meeting. (9-28-21) Obtain BOCC approval of Flint Hills Wellness Coalition agreement in principle, presented at 9-30-21 public meeting, for future license agreement and pouring of concrete as base for outdoor “walk-in cooler/freezer at RCHD’s Family and Child Resource Center. (9-30-21) Finalize and place on BOCC agenda for 10-14-21 license agreement with FHWC. (10-5-21) Present to and obtain approval from BOCC license agreement with FHWC. (10-14-21) Discuss concept of assistance from Envisage Consulting, Inc., for Community Health Improvement Plan. (10-21-21) Review vaccination matter. (10-27-21)

Riley County Information Technology/GIS: Request for estimate (submitted to this office 8-20-21). Discuss technology issue with I.T. interim director. (10-21-21) Prepare for BOCC candidate interview IT/GIS Director.

Riley County Ambulance Service: Will provide legal advice. (8-20-21)

Riley County Fire District No. 1: Work with Budget and Finance Officer on District budget approval. (8-23-21)

Riley County Clerk: Advise on .02 countywide retailers’ sales tax election project (8-24-21). Legal research on project involving sign. (9-20-21) On same issue discussion with Planning and Development staff. (9-21-21) Work with county staff and PIO on separate project involving potential vendor of software. Contact potential vendor. (9-20-21)

Riley County Treasurer: Advise on property tax issue. (10-6-21)

Riley County Community Corrections: Discuss with Director Shelly Williams potential contract with Clay County Sheriff’s Office for testing of Community Corrections’ clients. (10-26-21)

Riley County Public Information Officer: *Finalize contract for Archive Social. Will present to BOCC for review and possible approval at public meeting on 11-29.*



**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: November 29, 2021

SUBJECT: Review and Approve Contract with Archive Social

PRESENTER: Clancy Holeman

BACKGROUND

The purpose of this proposed contract is to allow Archive Social to "archive" online communications made to Riley County through multiple social media platforms. Preservation of those communications (without modification as to content) allows Riley County to retrieve them at a later date upon the County's request.

DISCUSSION

This service was proposed to the Board by the County's Public Information Officer, Alice Massimi. The Board approved that service, subject to negotiation of a contract acceptable to counsel.

Today's document presented for your signature represents the successful completion of those negotiations.

FISCAL IMPACT

The pro-rated cost for this annual contract is \$2,988.00 in 2021.

RECOMMENDATION(S)

I recommend the Board approve the attached contract.

POSSIBLE MOTION(S)

A. "I move the Board authorize the Chairman to sign the contract as presented."

B. "I move the Board authorize the Chairman to sign the contract with the following changes...
."

C. "I move the Board not authorize the Chairman to sign the contract."

Enclosures:

- Riley County ArchiveSocial Contract (PDF)

ENTERPRISE SOFTWARE LICENSE AGREEMENT

This Enterprise Software License Agreement (this “**Agreement**”) is effective this ____ day of _____, 20__ (the “**Effective Date**”), by and between ArchiveSocial, Inc. a North Carolina corporation whose principal place of business is located at 212 W Main St, Ste 500, Durham, NC 27701 with mailing address of P.O. Box 3330, Durham, NC 27702-3330 (“**Licensor**”) and Riley County, a government entity whose principal place of business is located at 110 Courthouse Plaza, Manhattan, KS (“**Licensee**”). Licensee and Licensor may hereinafter jointly be referred to as the “parties.”

WHEREAS, Licensor has developed and licenses proprietary online software that assists in capturing and archiving records of online social media communications and Internet websites (including all updates, upgrades, modifications and improvements thereto generally made available by Licensor to other similar commercial licensees, the “**Software**”) and related documentation delivered or provided to Licensee (the “**Documentation**” and, along with the Software, the “**Service**”), all as more fully described and accessed at <http://archivesocial.com/> (the “**Website**”); and

WHEREAS, Licensee would like to license such software for the limited and express purposes and term set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. LICENSE.

(a) General. On the terms and subject to the conditions of this Agreement, including the payment of all the fees and charges required hereunder, Licensor grants to Licensee, and Licensee accepts, a non-exclusive, limited, nontransferable, license (without the right to sublicense) to access and use the Service, including the Software, solely in the form provided by Licensor through the Website, for any purpose not prohibited by law or by the terms and conditions of this Agreement (the “**License**”). The License and rights granted to Licensee herein terminate upon the termination or expiration of this Agreement as set forth herein.

(b) Restrictions on Use. Licensee covenants and agrees that it shall not, and shall cause its affiliates, owners, members, managers, directors, employees, agents, contractors or other third parties who use the Website and/or the Service on behalf of, at the direction of or for the benefit of Licensee (collectively, Licensee’s “**Representatives**”) to not, (i) sell, license (or sublicense), lease, assign, transfer, pledge, or share (including as a time share, service bureau or otherwise) any of Licensee’s rights under, in or to the License and/or the Service with or to any third party; (ii) modify, disassemble, decompile, reverse engineer, revise or enhance all or any part of the Website, the Services or the Software or create any derivative works or otherwise merge or utilize all or any part of the foregoing with or into other computer programs, website, service or other materials or attempt to discover all or any part of the Website’s, the Service’s or the Software’s source

code; (iii) use the Website or the Service to access or use any content, information or material to which such person or entity does not have the necessary right or license, or otherwise knowingly violate, breach or infringe the intellectual property, contractual or other rights of any third party; or (iv) knowingly violate any applicable law, regulation, ordinance, contract, order or other agreement that is binding on such person or entity's use of the Website or the Service.

(c) Reservation of Rights. Nothing herein shall be construed to convey any ownership or proprietary right or interest in the Website, Service, Software or Documentation or any other information or materials provided by Licensor to Licensee in connection with the Service, or any portion or copy thereof, to Licensee or any of its Representatives. As between the parties hereto, all intellectual property and proprietary rights in the Website, Service, Software and the Documentation shall remain the sole and exclusive property of Licensor. All inventions (including, without limitation, discoveries, concepts, ideas, know-how, improvements, derivative works and feedback, whether or not constituting protectable intellectual property and whether or not reduced to practice) arising out of Licensee's use of the Website, Service or Software shall be and remain the sole property of Licensor and shall be subject to the terms of this Agreement. Accordingly, Licensee hereby covenants and agrees that it will assign and will cause its Representatives to assign, and upon the authorship, development or creation of any such invention expressly and automatically does assign, all right, title and interest to any such invention to Licensor. Licensor reserves all rights not expressly granted to Licensee in this Agreement.

2. SUPPORT AND SERVICE. Licensor shall provide commercially reasonable support in connection with Licensee's use of the Service including, without limitation, providing (i) initial deployment and integration support as mutually agreed by the parties and (ii) phone and email access for Licensor inquiries pertaining to the Website, Service or Software during standard business hours (9:00am EST to 5:00pm EST, M-F except holidays) and responses to such inquiries within a commercially reasonable time period depending on the urgency or severity of the specific problem or request. Licensee and Licensor shall each provide a designated point of contact (i.e., a single person or small team of people) for all support and service inquiries related to Licensee's use of the Website, Service and/or Software and Licensor shall have no obligation to respond to support or service inquiries other than as submitted by such designated contact(s).

3. PAYMENTS. Licensee shall pay to Licensor the fees for the Software and for the Services, as set forth on Exhibit A hereto. All fees pursuant to this Agreement shall be invoiced by Licensor in advance. All fees shall be paid in U.S. dollars in immediately available funds and shall be made payable to Licensor. For the avoidance of doubt, Licensee's failure to make any payment within 45 calendar days of its receipt of an undisputed invoice from Licensor shall constitute a material breach of this Agreement.

4. TERM AND TERMINATION.

(a) Term of Agreement. This Agreement including the attached Contractual Provisions Attachment is effective beginning on the Effective Date and, unless this Agreement is earlier terminated in accordance with this Section 4, shall continue for a

period of 1 year (the “Initial Term”), and Licensee may elect to renew this Agreement thereafter for successive periods of 1 year (each, a “Renewal Term”) by providing notice of renewal, including but not limited to purchase orders or invoice payments to Licensor for services to be provided after the scheduled expiration of this Agreement made at least 30 calendar days before the scheduled expiration of this Agreement. Licensor may increase the fees as provided in Exhibit A upon commencement of a Renewal Term, provided that Licensor issues written notice at least 30 days prior to the Renewal Term.

(b) Termination. In the event of a material breach by either party that is not cured within 30 calendar days of receipt of written notice thereof from the other party, the non-breaching party may, by written notice to the breaching party, (i) terminate this Agreement; (ii) terminate or suspend Licensee’s access to or use of the Website, Service and/or Software; and/or (iii) pursue other legal and equitable rights and remedies to which it may be entitled. Either party may terminate this Agreement immediately by giving written notice to the other party if such other party institutes or has instituted against it insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of such party’s debts, or makes an assignment for the benefit of its creditors or commences dissolution proceedings. In addition, Licensor may terminate this Agreement and the License hereunder immediately upon the breach by Licensee of **Section 1** hereof.

(c) Effect of Termination. Subject to the attached Contractual Provisions Attachment, as set forth in this Agreement, in the event of termination or expiration of this Agreement, the rights and obligations hereunder or thereunder, as applicable, shall terminate immediately; provided, however, that any payment or other obligation that has accrued as of such termination or expiration date shall survive such termination or expiration; provided, further, that in the event of the termination or expiration of this Agreement the rights and the obligations of the parties set forth in **Sections 1(c)** (Reservation of Rights), **5(d)** (Service Disclaimer), **7** (Confidentiality), **11** (Limitation of Liability), **12** (Indemnification), **13** (Entire Agreement) and **15** (Additional Terms) of this Agreement, along with any other provision of this Agreement which is required to enforce the parties’ rights and obligations hereunder or by its terms continues after the termination of this Agreement, shall survive the termination or expiration of this Agreement and shall continue in effect as described therein.

(d) Return and Retention of Archived Content. At any time during the term of the Agreement, Licensee may export the Archived Content via the administrative panel in the Software. In addition, following the termination or expiration of this Agreement and Licensee’s written request within 30 business days thereof, Licensor shall, within 30 business days of its receipt of such request and in a commercially reasonable format determined by Licensor, provide Licensee with a copy of the data transmitted to and through supported social media platforms and Internet websites by Licensee to Licensor in connection with its use of the Service, as collected, modified only as to format fit for archiving and archived by Licensor without any change to content in connection with its provision of the Service (collectively, the “**Archived Content**”). Thereafter, ArchiveSocial will allow 30 days for Licensee to retrieve the Archived Content. Upon expiration of such 30-day retrieval period, Licensor shall delete all such Archived Content

and it is Licensee's sole responsibility to seek another source for backing up or archiving such Archived Content and/or related data or content. LICENSEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, LICENSOR SHALL HAVE NO OBLIGATIONS WITH RESPECT TO ANY ARCHIVED CONTENT, INCLUDING THE MAINTENANCE OR PRESERVATION THEREOF, AND LICENSOR SHALL NOT BE LIABLE FOR ANY DISRUPTION OR TERMINATION OF LICENSEE'S OR ITS REPRESENTATIVES' ACCESS TO OR USE OF THE WEBSITE, SERVICE, SOFTWARE, DOCUMENTATION AND/OR ARCHIVED CONTENT.

5. DESCRIPTION OF SERVICE; ARCHIVING AND ARCHIVED CONTENT

(a) Archived Content License. Licensee hereby grants Licensor a limited, worldwide, royalty-free, perpetual and irrevocable license, with right to sublicense, to use, reproduce, copy, access, view, modify and edit (only as to format fit for archiving and without any change to content), perform, display, prepare derivative works of, reformat, translate, distribute and transfer Licensee's Archived Content, solely and to the limited extent necessary to perform Licensor's obligations hereunder and to provide Licensee with the Services including, without limitation, to disclose such Archived Content to the applicable Supported Site as necessary to comply with Licensor's or Licensee's terms and conditions of using such Supported Site.

(b) Supported Sites and Permitted Accounts. In addition to the license granted in **Section 5(a)**, in order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensee must provide Licensor with certain information with respect to any social media account and/or Internet website, platform or service that Licensor supports (a "**Supported Site**") and that Licensee would like to be included as part of Licensee's Archived Content. Licensee represents, warrants, covenants and agrees that Licensee has not, and that Licensee will not, provide Licensor with any Permitted Accounts (as defined below) information or any other information in connection with any user account for a Supported Site or other social media or Internet website in connection with Licensee's use of the Service and Licensor's archival of any Archived Content other than with respect to user accounts for which (i) Licensee or a Representative of Licensee is the actual owner or (ii) Licensee has been explicitly authorized to provide such access (collectively, "**Permitted Accounts**").

(c) Limitations on Licensor's ability to provide the Service and maintain Archived Content. In order for Licensor to provide the Service and to capture and to maintain Archived Content for Licensee, Licensor relies on Licensee and on the owners and operators of the Supported Sites to provide Licensor with access to the content, data and/or information Licensee transmits to and through such Supported Sites, typically through one or more application programming interfaces or "APIs". For instance, if Licensee changes any Permitted Accounts Information Licensee has provided to Licensor without, if necessary, first notifying Licensor as directed through the Website and/or Service, or otherwise limits or revokes Licensor's ability to access any of Licensee's Permitted Accounts, Licensor may be unable to continue to provide the Service as intended, or at all. It is also possible that, without any notification to Licensee or Licensor, one or

more Supported Sites will (i) change their website or service, (ii) change the APIs through which Licenser accesses such website and/or service, (iii) amend the terms of use or other policies through which Licensee or Licenser use and access such website and/or service, (iv) provide incomplete or inaccurate information through their APIs or otherwise with respect to the content, data and/or information Licensee transmits to and through such Supported Site, and/or (v) take other actions to restrict Licensee's or Licenser's access to such website and/or service and the content, data and/or information contained therein. Any of these events could disrupt Licenser's ability to provide the Service as intended, or to provide the Service at all, including Licenser's ability to capture or to maintain Licensee's Archived Content as described on the Website and elsewhere. In addition, it is also possible that Licenser's ability to provide the Service or to capture or to maintain Licensee's Archived Content could be temporarily disrupted due to unanticipated or unplanned events, such as viruses, hacking or other security vulnerabilities, the failure of equipment or services provided by Licenser or by third parties or other events, including force majeure events.

(d) **Service Disclaimer.** WHILE LICENSOR WILL UNDERTAKE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE (INCLUDING WITH RESPECT TO ARCHIVED CONTENT) TO LICENSEE, LICENSOR CANNOT AND DOES NOT REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO DO SO IN FULL AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT LICENSOR WILL BE ABLE TO CAPTURE FULL AND ACCURATE RECORDS OF LICENSEE'S ARCHIVED CONTENT AT ALL TIMES OR AT ANY PARTICULAR TIME, NOR DOES LICENSOR REPRESENT, WARRANT OR GUARANTEE THAT ANY WEBSITE, PLATFORM OR SERVICE THAT IS CURRENTLY A SUPPORTED SITE WILL REMAIN A SUPPORTED SITE. ACCORDINGLY, LICENSEE'S USE OF THE WEBSITE AND THE SERVICE IS EXPRESSLY CONDITIONED ON LICENSEE'S ACKNOWLEDGEMENT AND ACCEPTANCE OF THE LIMITATIONS SET FORTH IN THIS **SECTION 5** AND THE LIMITATION OF LIABILITY SET FORTH IN **SECTION 11** OF THIS AGREEMENT.

6. OWNERSHIP OF CONTENT. Licenser does not claim ownership of any content belonging to Licensee, including any Archived Content, except as expressly described in this Section with respect to Feedback; provided, however, that Licensee's use of the Service is subject to Licensee's granting of the license to Licensee's Archived Content set forth in **Section 5(a)**, as well as any other reasonably necessary license to any other content, in order for Licenser to perform Licenser's obligations hereunder and to provide Licensee with the Service.

7. CONFIDENTIALITY. Subject to Kansas public record law, Licensee shall not disclose, except in accordance with this Agreement, and shall take all necessary precautions to protect the confidentiality of and to cause its Representatives not to disclose and to protect the confidentiality of, any Confidential Information received from Licenser or its affiliates, employees or other agents under this Agreement, including, without limitation, requiring Licensee's Representatives or others with access to the Confidential

Information to be subject to confidentiality obligations similar in nature to those imposed by this Agreement and limiting access to the Confidential Information to Licensee's Representatives on a "need to know" basis. Any Confidential Information may be used by Licensee only in connection with the License granted herein, unless otherwise agreed by the parties in writing. For the purposes of this Agreement, "**Confidential Information**" shall mean all business, technical, and financial information provided by Licensor to Licensee, including, without limitation, the Software and all accompanying Documentation and all proprietary information relating thereto. Confidential Information shall not include any information which is: (i) at the time of its disclosure previously known by Licensee, as demonstrated by Licensee's records; (ii) in the public domain or becomes generally known or published through no fault of Licensee; or (iii) lawfully disclosed to Licensee by a third party free to disclose such information. The provisions under this **Section 7** shall survive the expiration or termination of this Agreement for any reason for a period of three years. Immediately upon termination or expiration of this Agreement, Licensee agrees to return to Licensor or to delete all Confidential Information provided to Licensee, including copies of any software or documentation provided by Licensor to Licensee hereunder and, if requested by Licensor, provide Licensor with a written notice certifying that it has complied with the requirements of this sentence.

8. TRANSFERS. This Agreement, the License and all other rights, licenses, remedies, obligations and liabilities granted hereunder to Licensee may not be transferred or assigned to any other party without the express written consent of Licensor. Any attempted assignment or transfer in violation of this provision shall be void.

9. MUTUAL REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that (i) it is duly incorporated, validly existing and in good standing under the laws of its state of incorporation and has the full corporate power and authority to execute, deliver and perform this Agreement; and (ii) this Agreement has been duly and validly executed and constitutes the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

10. DISCLAIMER OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE, SERVICE AND/OR SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY THE LAWS IN LICENSEE'S JURISDICTION, NEITHER PARTY OR ITS REPRESENTATIVES SHALL BE LIABLE (i) FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR LICENSEE'S USE OF THE WEBSITE, SERVICE AND/OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

OR (ii) ANY DIRECT DAMAGES OR OTHER AMOUNT IN EXCESS OF THE CUMULATIVE FEES ACTUALLY RECEIVED BY LICENSOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

12. INDEMNIFICATION.

(a) Third-Party Infringement Claims Licensor will defend at its expense or settle any third-party claim against Licensee alleging that the Software or Service provided under this Agreement infringe intellectual property rights. Licensor will pay infringement claim defense costs, Licensor-negotiated settlement amounts, and damages finally awarded by a court. Licensor has no obligation for any claim of infringement arising from Licensee's use of the Software and Services for purposes not contemplated by this Agreement.

(b) Bodily Injury. Licensor will defend and indemnify Licensee and employees, directors and agents against all damages for bodily injury, including death, or damage to real or tangible personal property to the extent proximately caused by Licensor in performance under this Agreement.

(c) Conditions. Licensor's indemnification obligations under this Section 12 are conditioned upon the Licensee (i) promptly notifying the Licensor of any claim in writing; (ii) cooperating with Licensor in the defense of the claim; and (iii) granting the Licensor sole control of the defense or settlement of the claim.

13. ENTIRE AGREEMENT. The parties agree that this Agreement and the attached Contractual Provisions Attachment is the complete and exclusive statement of the agreement between Licensor and Licensee, which supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the subject matter of this Agreement. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full effect.

14. INDEPENDENT CONTRACTOR. The parties are independent contractors and nothing contained herein shall be construed to create any other relationship between the parties. Nothing in this Agreement shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any other obligation, or represent to any third party that it has the right to enter into any binding obligation on the other party's behalf. Furthermore, nothing in this Agreement shall be construed so as to obligate either party to enter into a further agreement.

15. ADDITIONAL TERMS. The waiver by either party of a breach of any provision of this Agreement shall not constitute or be construed as a waiver of any future breach of any provision(s) of this Agreement. Neither party shall be liable for delays or failures of performance resulting from causes beyond its reasonable control. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or

enforceability of any other provision. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument. All notices or other communications to a party which are required or permitted pursuant to this Agreement shall be in writing to the address set forth for such party in the introduction to this Agreement. Any such notice shall be deemed sufficient if delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or if delivered by any other means upon which the parties shall mutually agree. Any party may change the address to which notice is to be given by notice given in the manner set forth above.

16. COUNTERPARTS. This Agreement may be executed by electronic signatures or signatures delivered through electronic facsimile. The parties shall use commercially reasonable efforts to deliver to each other a fully executed original following the initial closure of the agreement through facsimile or electronic copies and/or signatures

[Signature Page Follows]

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Software License Agreement effective the day and year first above written.

LICENSOR:

ArchiveSocial, Inc.

By: 
Name: Robert Sydnor
Title: COO

LICENSEE:

Riley County, KS

By: _____
Name: _____
Title: _____

Attachment: Riley County ArchiveSocial Contract (11285 : Archive Social Contract)

EXHIBIT A

Fees and Payments

1. Base Service Fee: Licensee shall pay an annual base service fee of **\$2,988** which shall be pro-rated for the initial term to align with Licensee's fiscal year. The base service fee shall entitle Licensee to connect to the Service, up to **12** social media accounts from one or more social networking or social media websites, platforms or services or Internet websites supported as part of the commercially available Service (each a "**Supported Site**") for which Licensee is either (i) the actual owner or (ii) explicitly authorized to provide access to such social media account or Internet website (e.g., upon express authorization by Licensee's Representative). Each such social media account shall be referred to as a "**Permitted Account**". Licensee is entitled to archive up to **1,500** new social media records per month, in aggregate, from across all Permitted Accounts. For purposes of this **Exhibit A**, a "**social media record**" refers to any individual posting sent or received by a Permitted Account, including comments, status updates, and private messages. Large multimedia files, such as videos, are counted as multiple records with each 10-megabyte segment of a multimedia file counted as a single record.

2. Add-on Service Fees: If an add-on service is selected then Licensee shall pay the corresponding add-on annual service fee which shall entitle Licensee to access the service.

Selected: (X)	Add-on Service	Annual Fee
N/A	Risk Management & Analytics (RMA) Reporting & Alerting	\$0.00
N/A	Public Access Open Archive Portal	\$0.00

3. Service and Support: There is no additional charge for service and support as provided in **Section 2** of the Agreement.

Attachment to “Contract” (“Enterprise License Agreement) Between Riley County (hereinafter “County”), and Archive Social, Inc.,(hereinafter “Contractor”).

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into and made a part of the contract and/or license agreement to which it is attached, including any subsequent written amendment, written addenda or written modifications authorized by the terms of this Contractual Provisions Attachment.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this Contractual Provisions Attachment shall prevail and control over the terms of any other conflicting provision in the contract and/or license agreement and any other document relating to and a part of the contract and/or license agreement in which this attachment is incorporated and in any subsequent written amendments, addenda, or modifications authorized by the terms of this Contractual Provisions Attachment. All terms of this Contractual Provisions Attachment survive termination of such contract and/or license agreement, and this Contractual Provisions Attachment, and any subsequent written amendments, addenda or modifications authorized by the terms of this Contractual Provisions Attachment.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract and/or license agreement shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises in the contract and/or license agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County’s objectives of this provision.
3. **CASH BASIS AND BUDGET LAWS.** Any Contract and/or license agreement for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.
4. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If sufficient funds are not appropriated to continue the functions to be performed in the contract and/or license agreement, and for the payment of the charges thereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. The termination of the contract and/or license agreement

Attachment: Riley County ArchiveSocial Contract (11285 : Archive Social Contract)

pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

5. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
6. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language in the contract and/or license agreement to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges.
7. **REPRESENTATIVE'S AUTHORITY TO CONTRACT/REQUIRED DOCUMENTATION.** By signing the Contract and/or license agreement and this Contractual Provisions Attachment, the representative of Contractor thereby represents that such person is duly authorized by Contractor to execute the contract and/or license agreement and this Contractual Provisions Attachment on behalf of Contractor and Contractor agrees to be bound by the provisions thereof.
8. **TERM AND TERMINATION.**
 - 8.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by all parties and shall remain in effect during the term of the Contract and/or license agreement, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice from the terminating party to the other party is required.
 - 8.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and/or license agreement and any subsequent appendices, exhibits or amendments thereto, if any, provided such subsequent appendices, exhibits or amendments have been executed by the parties with the same formalities as this Contractual Provisions Attachment.
 - 8.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.
 - 8.4. **Termination for Convenience.** County may terminate the Contract and/or license agreement in whole upon thirty (30) days written notice to Contractor, stating the effective date of the termination for convenience.

9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.
10. **ASSIGNMENT.** Neither the Contract and/or license agreement, nor this Contractual Provisions Attachment, nor any rights or obligations thereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
11. **SUBCONTRACTING.** None of the work or services covered by the Contract and/or license agreement, nor this Contractual Provisions Attachment shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to all terms set forth in the Contract and/or license Agreement and this Contractual Provisions Attachment.
12. **RECORDS, REPORTS AND INSPECTION.**

PAYMENT. Payments shall be made in advance to Contractor for services to be provided to support the Contract and/or license agreement and/or this Contractual Provisions Attachment purpose when such items and services are specifically authorized by the Contract and/or license agreement and/or this Contractual Provisions Attachment. County reserves the right to disallow payment and/or reimbursement for any service billed by Contractor if County believes such service will or has not been provided to support the Contract and/or license agreement and or this Contractual Provisions purpose, or was not authorized by the Contract and/or license agreement and/or this Contractual Provisions Attachment.

13. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and/or license agreement and this Contractual Provisions Attachment and all subsequent agreed amendments or addenda thereto conforming to the execution formalities of this Contractual Provisions Attachment are public documents which will be filed with the Riley County Clerk, and will be open to public

inspection.

14. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract and/or license agreement and this Contractual Provisions Attachment and all subsequent amendments or addenda conforming to the execution formalities of this Contractual Provisions Attachment to the contrary, County waives no defense, immunity or limitation of liability otherwise available to County under the terms of the Kansas Tort Claims Act or other applicable law.
15. **MERGER/SALE/TRANSFER OF CONTRACTOR ASSETS.** Contractor shall notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor shall reasonably cooperate with County in assuring that provision of all services under this Contract and/or license agreement and this Contractual Provisions Attachment and all subsequent amendments or addenda conforming to the execution formalities of this Contractual Provisions Attachment are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor shall reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.
16. **MODIFICATION.** This agreement may not be modified except in writing signed by the parties hereto which has been executed with the same formalities of this Contractual Provisions Attachment.
17. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract and/or license agreement, this Contractual Provisions Attachment and any subsequent amendments or addenda or written modifications executed with the same formalities of this Contractual Provisions Attachment.
18. **DATA STORAGE & PROTECTION.** Contractor shall utilize Amazon Web Services to store County's data. Such data shall be stored across multiple geographic data centers, all of which are located within the border of the United States. Contractor shall not not allow any of County's data to be stored outside the border of the United States. Contractor shall notify County immediately if it learns such data may become stored by Amazon Web Services outside the border of the United States.
 - A. Contractor shall at all times use the following encryption methods to secure County's data:
 1. 256-bit AES data encryption.
 2. All web traffic is encrypted via SSL.
 3. Contractor shall notify County immediately of any change in the foregoing encryption methods regarding County's data.
 - B. Contractor shall at all times use the following authentication protocol and level of

encryption to protect County's data against leaks and unauthorized access:

1. Contractor's product technology shall at all times be implemented according to industry best practices to prevent unauthorized access, injection attacks, cross-site scripting, and request forgery. Contractor shall maintain at all times regarding its product architecture a strict access control model which restricts data access to authenticated administrators only. Contractor shall notify County immediately of any change in Contractor's implementation of its product technology and of any unauthorized access, injection attacks, cross-site scripting, or request forgery which allows (or may allow) access to County's data. Contractor shall notify County immediately of any failure or breach of Contractor's strict access control model restricting data access to authenticated administrators only, if such failure allows (or may allow) access to County's data.
2. Contractor's data center is owned by Amazon and is SAS 70 Type II compliant, SSAE16 certified, and FISMA (Moderate) compliant to safeguard County's data. Contractor represents that Amazon's full certifications and accreditations are available at: <http://aws.amazon.com/security>. Contractor shall notify County immediately of any change in Contractor's data center's type or level of compliance or certification provided by Amazon and which is intended by this subparagraph to safeguard County's data.

C. Access to County's Data in Contractor's Data Center

1. Physical and/or Electronic Access to Contractor's Data Center by Amazon or Contractor's Employees.
2. Contractor represents Amazon's security process appear at: (<http://aws.amazon.com/articles/1697>). Contractor represents as follows regarding those Amazon security processes: Amazon only provides data center access and information to Amazon employees who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or Amazon Web Services. All physical and electronic access to data centers by Amazon employees is logged and audited routinely. Contractor shall notify County immediately if an Amazon employee attains (or attempts to attain) unauthorized physical or electronic access to County's data in Contractor's data center, or if an audit by Amazon reveals an Amazon employee may have attained (or attempted to attain) unauthorized physical or electronic access to County's data in Contractor's data center.
3. Contractor shall immediately notify County if an employee or subcontractor of Contractor attains (or attempts to attain) unauthorized physical or electronic access to County's data in Contractor's data center.

D. Form of Data Storage and Conversion of Data Storage.

1. Contractor shall preserve County's data in the following two formats:

- a. The raw, authentic format provided by the applicable social network which was used to generate County's data. This format is ordinarily XML or JSON; and
 - b. In our own normalized formats. Those "normalized" internal formats are proprietary.
- 2. Regardless of the format used by Contractor for storage of County's data, Contractor shall export such stored data in PDF, HTML or CSV format to be used by County, within 30 business days of any request by County to produce such data.
- E. Frequency of Contractor's Backup of County Data/Data Reliability/Sanitizing Storage/Disaster Recovery.
 - a. Contractor shall utilize Amazon RDS for backup of customer data. That provides automated backup and point-in-time recovery to the second precision. Contractor shall perform full backup of all County's data daily.
 - b. Contractor shall utilize RAID architecture to improve reliability of County data. Contractor represents all automated and full backups are stored in Amazon S3, which provides 99.999999999% reliability of data backed up.
 - c. Contractor shall sanitize Contractor's data center by deleting all of County's data, including active data sets, backups and snapshots. If County terminates the contract, Contractor will provide County a 30 business day window (exclusive of holidays and weekends) within which County must export its data set from Contractor's active data sets. At the conclusion of that 30 business day period, Contractor shall fully purge County's data set from Contractor's active data sets.
 - d. Contractor shall store multiple copies of County data in S3 across multiple geographic regions of the United States, as a disaster recovery strategy.

19. PERFORMANCE AND SCALING

- A. Contractor represents it is based on "cloud" infrastructure and so cannot provide specifications for discs, RAM and processors used in any servers. But Contractor is able to provide additional computing resources and storage whenever necessary to accommodate the services in the contract, at no additional costs to County.
- B. Contractor represents there is unlimited bandwidth provided County.
- C. Contractor represents Contractor's buses and discs may be shared with other customers of Contractor. Contractor represents Amazon's security policies and procedures guarantee County's data remains isolated and will not be shared with other users.
- D. Contractor represents it can and shall add computing resources whenever needed to provide County with the services described in the Agreement, at no additional cost to

- County. Contractor's internal policies automate this process as much as possible.
- E. Contractor represents it can guarantee 99.9% availability of the service described in the separate "Enterprise License Agreement."

20. **SUPPORT.** Contractor represents standard support is available from 8 a.m. to 5 p.m., during normal business days (Monday through Friday) as described in Contractor's Enterprise License Agreement, in any or all the following forms, and in any order and in any combination, in the sole discretion of County:

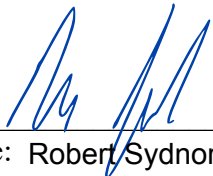
- A. Phone Hotline;
- B. Email;
- C. Web-based chat;
- D. Helpdesk: Helpdesk can resolve County issues and questions related to the usage and operation of Archive Social.
- E. Contractor represents it has an extensive knowledge base which will assist County with a quick resolution of all support issues raised by County.

21. **SECURITY**

- A. Physical and personnel security. Contractor represents that all Contractor's physical machines are secure and access to these machines as well as all County's data is not only restricted but all access is permanently documented by Contractor.
- B. Application security. Contractor represents it shall ensure that all applications available as a service via the cloud are secure by implementing testing and acceptance procedures for outsourced or packaged applications. Contractor represents it also requires application security measures be in place in the production environment, including but not limited to __, Contractor shall maintain a strict access control architecture and will use existing security frameworks and perform Contractor's internal testing to protect application security.
- C. Security Certifications. Contractor shall hold at all times an ISO 27001 certification for security controls or SAS 70 Type II audits Type II audits for physical security. Additionally, Contractor holds the certifications listed at:
<http://aws.amazon.com/security/#certifications>

23. **INCIDENT RESPONSE.** Contractor shall maintain processes in place to proactively provision and deprovision cloud resources in order to prevent anticipated issues, and to contain issues that occur. In the event of an attack or security risk, Contractor may temporarily shut down external access to all production servers.

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

By: 
Name: Robert Sydnor, COO

By: _____
John Ford, Chairman

11/24/2021
Date

Date

ATTEST: (seal)

Approved as to Form

Rich Vargo, County Clerk

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Attachment: Riley County Archive Social Contract (11285 : Archive Social Contract)



COUNTY ATTORNEY'S OFFICE
Personnel

Barry Wilkerson
County Attorney
105 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6390

COMMISSION AGENDA REPORT

FROM: Barry Wilkerson, County Attorney
MEETING: November 29, 2021
SUBJECT: Request to fill open position - Office Manager
PRESENTER: Barry Wilkerson, County Attorney

BACKGROUND

Office Manager separated from Riley County effective 11/12/21. The department would like to fill the position, as described in the attached position description, in order to meet the responsibilities for the Riley County Attorney's Office.

DISCUSSION

The Office Manager position is vital to the County Attorney Office. This position ensures administrative staff processes and support for the attorneys is functioning smoothly and manages the office logistics.

FISCAL IMPACT

No fiscal impact - this position is included in the 2021 budget.

RECOMMENDATION(S)

Move to approve and sign the position action form for the Office Manager.

POSSIBLE MOTION(S)

Move to approve

Move to deny

Move to modify

Move to table

Enclosures:

- County Attorney Office Manager Position Description (PDF)
- 2021-11 Office Manager (gold) (PDF)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	OFFICE MANAGER	
Department:	County Attorney	Division:
Reports To:	County Attorney	
Pay Grade:	N	
FLSA Status:	Non-Exempt	Status: Full Time

Position Summary: To provide the County Attorney and the Assistant County Attorneys with technical office skills to coordinate and oversee office procedures and to assist in the preparation for and prosecution of criminal, juvenile, child-in-need of care, and mental illness cases in the District Court.

Essential Functions:

- Supervise and assist support staff daily with questions and inquiries; ensure their tasks are being performed in accordance to policy.
- Meet with attorneys on a regular basis for the purpose of discussing calendar planning/coverage and policy adherence.
- Maintain prosecutor database to include entering new forms, changing existing forms, drop down selections, statute table and charging language.
- Review current procedures on a regular basis offering recommendations to the County Attorney to implement change.
- Respond to KBI background checks within 8 hours of receipt; respond to Attorney General's Abuse and Neglect report within 3 days; assist Riley County Police Department with dispositions and evidence questions.
- Manage office paperwork: prepare and transmit bi-weekly payroll, generate required forms for hiring personnel, compile information to aid in annual budget preparation, prepare monthly budget reports for County Attorney. Disseminate County policy information to County Attorney staff to include pay scale, insurance and meetings with vendors.
- Act as liaison between the County Attorney and other departments, agencies, officials and committees as directed by County Attorney.
- Answer telephone & assist the public

NOMINAL FUNCTIONS:

As directed by County Attorney or Assistant County Attorney.

POSITION REQUIREMENTS:

Education: High school graduate or equivalent. One year of post high school training.

Certificate(s)/License(s):

Experience: Four years legal secretary experience. Any combination of experience, education or training which provides the following knowledge, skills and ability: knowledge of criminal and civil legal system; knowledge of procedures in the District Court System and Riley County Police Department as they relate to the Riley County Attorney's Office; knowledge of required language for court documents; knowledge of Kansas Statutes and case law; knowledge of legal terminology; ability to use discretion regarding confidential material and to understand the legal code of ethics; ability to establish and maintain effective working relationships with associates and the public; knowledge of personal

Updated in 2015

Attachment: County Attorney Office Manager Position Description (11280 : Personnel - Request to fill position)

computers including word processing, spreadsheets, and other computer software.

Skills: Typing speed of 65 wpm. Basic bookkeeping skills. Ability to communicate effectively, orally and in writing. Ability to defuse high pressure, conflicting situations and maintain order. Ability to draft letters and legal documents. Ability to organize and prioritize.

Supervisory Control: Duties are performed regularly exercising discretion and independent judgement. County Attorney or Assistant County Attorney provides general direction. Priorities and deadlines are determined by policies, statutes, or in consultation with the Attorneys. Documents are reviewed by Attorneys for completeness and accuracy. Employee may develop own work sequences within established procedures, methods and policies.

Supervisory Responsibility: Provides leadership to office staff members. When requested, trains, schedules, and reviews the work of the Legal Secretary and Receptionist positions. Monitors the general operation of the department in the absence of the County Attorney or Assistant County Attorneys. This position may also have limited administrative responsibility such as providing information to be used during the evaluation of work performance of staff members.

Guidelines: Guidelines consists of Kansas statutes, case law, criminal law procedures; rules of the Riley County District Court and its policies and procedures; Riley County Police Department policies and procedures; Riley County Personnel Policies and Procedures; Kansas Court of Appeals rules, policies and procedures; Kansas Juvenile Justice Policies and Procedures; Kansas Sentencing Guidelines; and established internal policies and procedures.

Complexity: Work is of a standardized nature that may involve a variety of duties. Analytical thought becomes more important at this level due to increased data, responsibilities, and changing situations. Tasks usually have several steps, some of which may not be directly related. Alternatives may exist for processes or methods to be used in solving problems. Employee must exercise a moderate amount of independent judgment. Work is controlled by routine review and reporting to or consultation with Attorneys. When guidelines exist at this level, they tend to be more complicated or technical in nature requiring careful interpretation.

Scope and Effect of Work: The position contributes to the overall smooth function of the County Attorney's office and its mission. Critical job functions by other staff may not be completed satisfactorily without the effective performance of this position. Ineffective performance will negatively affect the quality of service provided by the office.

Personal Contacts: KCDA, KCJIS personnel, Attorney General's Office, KBI, Kansas Sentencing Commission, District Court officials and staff, attorneys, County Commissioners, County Department Heads, Court Services staff, members of Law Enforcement agencies, victims, community corrections personnel, judges, SRS personnel, school personnel, civic organizations, the public, office equipment vendors, and other county personnel.

Purpose of Contacts: The purpose of the contacts is to obtain, clarify, give, or screen established factual information, regardless of the type (i.e., easily understood or technical) within a well-defined relationship. Normal communication skills are required. Ability to defuse high pressure situations is critical.

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

Updated in 2015

accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; talk or hear. The employee must regularly lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, color vision.

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

While performing the duties of this job, the employee is exposed to a moderate noise level in the work environment. There is moderate risk involved as the employee is potentially subject to verbal or physical abuse from disgruntled individuals.

Recruiting Requirements:

Any combination of experience, education or training which provides the following knowledge, skill and ability: knowledge of criminal and civil legal system; knowledge of procedures in the District Court System and Riley County Police Department as they relate to the Riley County Attorney's Office; knowledge of required language for court documents; knowledge of Kansas Statutes and case law; knowledge of personal computers including word processing, spreadsheets, and other computer software. Typing speed of 65 wpm. Basic bookkeeping skills. Ability to communicate effectively, orally and in writing. Ability to draft letters and legal documents. Ability to organize and prioritize.

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

12.b

Department Attorney Date 11/16/2021 Job Title Office Manager

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

TYPE OF REQUEST

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

Budgeted Position Request		Non-Budgeted Position Request	
☒ Request to hire replacement-same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☐ Request to hire replacement-new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: <u>Elise Herr</u>	2. Effective date of promotion, transfer, termination, or change: <u>11/12/2021</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? Resignation 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:

Must be able to supervise & make disciplinary recommendations; manage office budget; ability to prepare legal documents; possess strong computer skills & ability to collect, disseminate & manage data; answer to County Attorney & assist him/her as necessary to complete functions of the office.

Additional comments: .

Approval by:

Department Head:

Date:

Personnel:

BOCC Chairman:

BOCC Member:

BOCC Member:

11-16-2021

11/16/2021

Attachment: 2021-11 Office Manager (gold) (11280 : Personnel - Request to fill position)



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Barry Wilkerson, County Attorney

MEETING: November 29, 2021

SUBJECT: Request to Fill Administrative Trial Assistant in County Attorney Office

PRESENTER: Barry Wilkerson & Elizabeth Ward

BACKGROUND

“The Attorney office support staff currently consists of 11 positions including 1 Administrative Trial Assistant and 6 Legal Secretary positions. With the retirement of one of the Legal Secretaries, the County Attorney’s office has taken the opportunity to assess the current needs of the Attorney and Assistant Attorneys in regards to support staff and has determined the needs of the office would be best served by converting one of the Legal Secretary positions into an additional Administrative Title Assistant position.

DISCUSSION

With the resignation of one of the Legal Secretaries the department would like to reorganize the positions in order to better meet the County Attorney needs for Riley County.”

FISCAL IMPACT

Position	Current Wage Annualized	Benefits	Annual Difference (2021)
Legal Secretary – current Grade I, step 16	\$56,888.00	\$22,186.32	\$ (18,098.91)
Administrative Trial Assistant – Grade M, step 01	\$43,867.20	\$17,108.21	

ALTERNATIVES

- . Move to approve
- . Move to deny
- . Move to modify or develop alternative if other concerns or factor arise
- . Schedule work session to discuss issue further

RECOMMENDATION(S)

With the transition of the current Legal Secretary, and the increased needs of the County Attorney office, recommendation is for the Board to approve the Administrative Trial Assistant position for the County Attorney's office.

POSSIBLE MOTION(S)

"I move the Board approve the position change from Legal Secretary in the County Attorney's office to Administrative Trial Assistant position.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

Administrative Trial Assistant Position Description

Enclosures:

- 2021-11 County Attorney Admin Trial Assist (gold) (PDF)

- County Attorney Administrative Trial Assistant position description (PDF)

RILEY COUNTY POSITION ACTION FORM

Department Attorney Date 11/16/2021 Job Title Administrative Trial Assistant

☒ Full Time	☒ Regular	☐ Seasonal	☐ Grant Funded	Pay Grade <u>M</u>	Start Date <u>12/1/2021</u>	☒ Non-Exempt
☐ Part Time	☐ As Needed	☐ Intern	☐ Temporary	40 Hours per ☒ Week ☐ Month	End Date	☐ Exempt

TYPE OF REQUEST

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

Budgeted Position Request		Non-Budgeted Position Request	
☐ Request to hire replacement-same duties	☐ Request to change budgeted hours	☐ Request to create a new position for current fiscal year only	☐ Request to create a new position which will be included in future annual budgets
☒ Request to hire replacement-new duties	☐ Request to change position status	☐ Request for current non-budgeted position to be included in future annual budgets	
1. Name of former incumbent or current employee: <u>Nancy Meyer</u>	2. Effective date of promotion, transfer, termination, or change: <u>12/23/2021</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? Resignation 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:

HS Diploma or GED; up to 2 yrs college or tech school in Business Tech or equivalent combination of education & Experience. 5+ yrs experience in major trial prep.

Up to 2 yrs supervisory experience w/in legal environment preferred. Knowledge of criminal and civil legal system

Additional comments: Completion of Sanctions Program required w/in 6 months of employment if not already obtained.

Approval by:

Department Head:

Date:

Personnel:

BOCC Chairman:

OCC Member:

OCC Member:

approved request affects current and future budget figures, a copy will go to Payroll and Budget & Finance

Attachment: 2021-11 County Attorney Admin Trial Assist (gold) (11284 : Position Request to Fill)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	Administrative Trial Assistant		
Department:	County Attorney	Division:	
Reports To:	County Attorney or Assistant County Attorney		
Pay Grade:	M	Status:	Full Time
FLSA Status:	Non-Exempt		

Position Summary: To provide secretarial services to the Office of the Riley County Attorney and assist attorneys in trial preparation and trials.

Essential Functions:

- Prepare legal papers and correspondence such as summons, complaints, motions, warrants, transportation orders, and subpoenas.
- Track, and assist the assigned attorney in responding to defense motions and preparing motions for major felony cases. Ensure that all deadlines are calendared and that responses and motions are filed within the deadlines set by the trial court. ;.
- Maintain case tracking system Odyssey from beginning until the end of a case by capturing detailed notes within the case notes section and the hearing results section. To include resulting the disposition of each charge, type of plea, sentence imposed, probation or prison, etc. The tracking system MUST mirror the physical file.
- Answer telephone and assist public at front counter to include defense attorneys, police officers, victims and witnesses.
- Maintain calendars reflecting up-to-date times and places for court appearances, meetings and deadlines.
- Prepare emergency filings to include Child in Need of Care, Mental Illness Commitment, and Juvenile Offenders cases. This paperwork is required to be filed within 48 hours in order for a hearing to be scheduled and held in accordance with the State of Kansas Statutes. Witnesses are notified of the hearing telephonically. .
- Perform office duties as required or requested such as preparing discovery for defense attorneys, amending complaints, request interview tapes, photo discs, etc. from the applicable law enforcement agency; contact other counties requesting certified journal entries of prior convictions; request certified driving records from DMV.
- Download all data and maintain records of reports from law enforcement, medical records, and electronic data
- Responsible for assisting all attorneys on all major trials to include; updating the calendar, making sure that subpoenas have been issued and served, ensuring that witnesses names are located on the charging document, requesting a copy of the preliminary hearing transcript, preparing trial exhibits (diagrams of the crime scene, photos, electronic recorded interviews etc.), check to see who defense counsel subpoenaed, scheduling pre-conferences with all witness prior to trial, run jurors names through database and downloading the sanctions program and publishing exhibits at trial. Coordinating with the Jury Clerk which jurors have been excused and which are still on the panel; attend trial to run the Sanctions program by displaying photos after admission to the court and permission to publish.
- Use a program called Sanctions to display exhibits (pictures, diagrams, documents, videos, transcripts, etc.) to a jury. When using an interview video, redactions may be required which include making clips within the interview and merging those together into one multi-clip. This can take an extraordinary amount of time depending on the needs of the prosecutor, the case

and the length of the interview/video, etc.

- Assist in the conversion from Full Court/Full Case to the Odyssey case management system. Including receiving, processing, compilation and storage for records and reports transferred to electronic and cloud platforms. , prepare inquisitions [urgent requests from law enforcement] and obtain Judge's signature, ordering supplies, assist the County Attorney in creating new forms for staff and other duties as assigned by the County Attorney.
- Other duties as assigned by the County Attorney or supervisor

Position Requirements:

Education: Associates degree in Business Technology, or equivalent required. Any combination of experience, education or training which provides the following knowledge, skill and ability will be considered in lieu of degree.

License(s)/Certifications:

Completion of Sanctions Program required within six months of employment, if already not obtained.

Experience: 5 years' experience in major trial preparations required. Supervisory experience preferred within legal environment. Knowledge of criminal and civil legal system. Knowledge of procedures in the District Court System and Riley County Police Department as they relate to the Riley County Attorney's Office preferred. Knowledge of Word, Full Case, Excel and other relevant computer software required. Knowledge of required legal language for court documents preferred. Knowledge of forms required by the State. Ability to enter exhibits into Sanctions 4program.required.

Skills: Typing speed of at least 60 wpm. Ability to communicate effectively, both orally and in writing. Ability to organize and prioritize. Flexibility in planning and prioritizing work load. Ability to work efficiently under stress and pressure. Ability to draft letters and legal documents from brief notes or instructions. Ability to research Kansas Statutes and case law. Excellent spelling, grammar, and listening skills. Must pass a criminal records background check.

Supervisory Controls: This position reports directly to the County Attorney and Assistant County Attorneys. Work is assigned under general guidelines by the supervisor and performed independently on own initiative. Documents are reviewed by Attorneys for completeness and accuracy. Deadlines, scheduling, and policies are reviewed and coordinated with supervisor.

Guidelines: Guidelines consists of Kansas statutes, case law, criminal law procedures; rules of the Riley County District Court and its policies and procedures; Riley County Police Department policies and procedures; Kansas Court of Appeals policies and procedures; Kansas Juvenile Justice Policies and Procedures; Kansas Sentencing Guidelines; and established internal policies and procedures.

Complexity: This position requires frequent interaction with the public, attorneys, law enforcement, and other outside agency staff. The work requires strong organizational and interpersonal skills. A high degree of accuracy is required and deadlines must be dealt with. Work requires following standardized policies and procedures. Ability to prioritize is critical. Accuracy when entering exhibits into Sanctions Program for high level trials is imperative. **This work is tedious and requires attention to detail.**

Scope and Effect of Work: Position must perform routine, specific procedures and provide follow-through to ensure the efficient and timely progress of criminal, traffic violations, mental illness, juvenile offender and child- in-need-of-care cases. Accuracy of work product affects all staff in the County Attorney's office. Mistakes are generally correctable but will cause delays for staff and offenders.

Inaccurately entering trial information into Sanctions would have a negative effective on the outcome of

Updated November 2021

trials. Any information that is not obtained or collected and turned over to the defendant could result in a reversal of conviction.

Personal Contacts: This position will have daily personal contacts with District Court officials and staff, attorneys, Court Services staff, members of Law Enforcement agencies, victims, community corrections personnel, judges, social service agencies, civic organizations, and the general public.

Purpose of Contacts: As the secretary to the Riley County Attorney, daily contact with many agencies, law enforcement, judges, civic organizations and the general public is necessary to coordinate the schedule for the County Attorney.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; talk or hear. The employee must regularly lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, color vision.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is exposed to a moderate noise level in the work environment. There is moderate risk involved as the employee is potentially subject to verbal or physical abuse from disgruntled individuals.

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.



EMS/AMBULANCE
Amendment

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

COMMISSION AGENDA REPORT

FROM: David Adams, EMS/Ambulance Director

MEETING: November 29, 2021

SUBJECT: Purchase Price Amendment

PRESENTER: David Adams, EMS/Ambulance Director

BACKGROUND

In March of this year the BOCC approved the purchase of a new ambulance with a CIP allocation of \$270,000. Attached is the letter from Osage Industries.

DISCUSSION

While waiting on a chassis to be built the ambulance manufacturer was notified that Chrysler Automobiles are no longer offering or incentivizing their pricing for government entities. This is effective immediately and affects Riley County as our chassis has not yet been built or delivered. This means that there is an immediate price increase on the chassis that we are awaiting.

FISCAL IMPACT

This will be an increase in the cost of our chassis by \$4,000-\$5,000.

RECOMMENDATION(S)

Staff recommend that you approve an additional \$5,000 to cover the increased cost of the chassis.

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:

- Osage Industries(PDF)



194 County Road 302, P.O. Box 718, Linn, Missouri 65051
Phone 573-897-3634, Toll Free 800-822-3634
Fax 573-897-3113

10/29/2021

RE: Ram Fleet Account Number (FAN) Discount Pricing

TO: Riley County, KS

Last week, Fiat Chrysler Automobiles (FCA) announced they are longer offering or recognizing their fleet incentive pricing for government (city/county) entities. This includes chassis on order currently. This amount is approximately \$4000-5000 per truck that in affect has an immediate price increase.

We at Osage are asking for any help in closing the gap on pricing, as we cannot guarantee what FCA will do but want the final pricing to be fair to all involved. We appreciate your consideration as the current pricing environment has presented everyone challenges, as you all are likely experiencing as well.

At this time, your ambulance is scheduled for a late Spring/early Summer 2022 delivery.

Thank you for your time & we are happy to answer any follow up questions you may have.

Kyle Shimmens
President
Osage Ambulances
573-897-3634

Attachment: Osage Industries (11279 : Additional Fund Request)