



**Board of Riley County
Commissioners
Regular Meeting
Agenda
December 21, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

9:00 AM

[District 2 – Greg McKinley, Member](#)

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

[District 1 – John Ford, Vice Chair](#)

9:00 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Corrected Aggieville Substation Agreement
4. Advisory Board appointment letters and Resolution
5. 2024 Amended Non-Exempt Pay Scale Rate Chart
6. Sign Riley County Employee Action Form(s)
7. Sign Riley County Position Action Form(s)

Review Minutes

8. Board of Riley County Commissioners - Regular Meeting - Dec 18, 2023 8:30 AM

Review Tentative Agenda

9. Tentative Agenda

Press Conference Topics

10. Discuss Press Conference

9:30 AM

Clancy Holeman, Counselor/Director of Administrative Services

11. Administrative Work Session
12. Executive session to discuss confidential legal advice regarding potential litigation issues

9:50 AM

Julie Gibbs, Health Department Director

13. RCHD Contracts for 2024

10:00 AM

Gary Fike, County Extension Director

14. Pottorf Hall Update and Issues

- 10:15 AM** **Amanda Webb, Planning/Special Projects Director**
15. Keats lagoon Environmental Assessment - Request for Proposals for professional services
- 10:30 AM** **Clancy Holeman, Counselor/Director of Administrative Services**
16. Executive session to discuss a performance matter involving non-elected personnel
- 12:00 PM** **Clancy Holeman, Counselor/Director of Administrative Services**
17. Review and Possibly Approve EagleView Contract and Attached Contractual Provisions Attachment

Adjournment**Announcements**

Good Morning Manhattan will be held today 7:15 a.m. - 8:30 a.m. at the Four Points by Sheraton, 530 Richards Drive.

Riley County Offices will be closed on Monday, December 25th and Tuesday, December 26th in observance of the Christmas Day holiday.

The Board of County Commissioners will not be in session on Monday, December 25th.

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



**COUNTY
COUNSELOR/ADMINISTRATIVE
SERVICES**
Agreement

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

COMMISSION AGENDA REPORT

FROM: Jana Chingway, Office Manager

MEETING: December 21, 2023

SUBJECT: Corrected Aggieville Substation Agreement

PRESENTER: Clancy Holeman, County Counselor

A minor typographical error was found on the agreement signed by the Chairwoman on December 18, 2023. The corrected copy is attached for signature.

MOTION(S)

Move to approve the corrected Lease Renewal Agreement with GJL Real Estate Limited Partnership for the Aggieville Substation.

Enclosures:

- Aggieville Substation Lease 2024 (corrected) (PDF)

LEASE RENEWAL AGREEMENT

This agreement made this 8th day of December 2023 by and between GJL Real Estate Limited Partnership (Lessor) and Riley County (Lessee).

The parties do hereby agree and stipulate that they have previously entered into a lease agreement dated the 22nd of September 1993 for the property describe as follows:

Approximately 612 +/- square feet of space (the leased premises) comprising a portion of the premises commonly known as 1113 Moro Street, Manhattan, Kansas 66502 and herein by reference (the premises).

The parties do hereby mutually covenant and agree that the term of the lease described above is hereby extended for the period of one (1) year, said extension to commence the 1st day of January 2024 and shall terminate on the 31st day of December 2024. Lessee shall have the right to terminate the lease by providing a written 30-day notice to Lessor of said intent to terminate the lease. This extension shall be subject to all the terms, conditions, covenants, restrictions and agreements of the original lease fully repeated herein.

Exceptions to original terms:

- The rental amount for the year of the extension will be Eleven Thousand Four Hundred Dollars and 00/100 (\$11,400.00) with equal monthly installments of Nine Hundred Fifty Dollars and 00/100 (\$950.00).
- The original Lessor under the Lease was GJL Real Estate, a Kansas general partnership. On December 29, 1999, the general partnership was converted to a limited partnership under the name and style of GJL Real Estate Limited Partnership, a Kansas limited partnership.

LESSOR:

GJL Real Estate Limited Partnership

By: _____

Date: _____

LESSEE:

Board of Commissioners of

Riley County, Kansas

By: _____

Date: _____

Attachment: Aggieville Substation Lease 2024 (corrected) (14374 : Corrected Aggieville Substation Agreement)



COUNTY CLERK & ELECTIONS
Boards

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

COMMISSION AGENDA REPORT

FROM: Cindy Kabriel, Senior Administrative Assistant

MEETING: December 21, 2023

SUBJECT: Advisory Board appointment letters and Resolution

PRESENTER: Cindy Kabriel, Senior Administrative Assistant

RECOMMENDATIONS

1. The Mayor of Ogden recommends replacing Ken Carroll with Ed Burch on the Parks Board.
2. Amanda Webb recommends appointing Kelly Briggs to the Solid Waste Management Committee.
3. Amanda Webb recommends replacing Nathan Larson with Jack Platt on the Riley County Planning Board\Board of Zoning Appeals.
4. Amanda Webb recommends reappointing John Wienck to the Riley County Planning Board\Board of Zoning Appeals.

POSSIBLE MOTION(S)

Move to approve the following appointments and “Resolution No. 122123- , A Resolution appointing Riley County representatives to Council/Advisory Boards.”

Ed Burch Comm Dist 1	No expiration	Parks Board
Kelly Briggs Comm Dist 1	No expiration	Solid Waste Management Committee

Jack Platt Comm Dist 2	January 1, 2024 - December 31, 2026	Riley County Planning Board\Board of Zoning Appeals
John Wienck Comm Dist 2	January 1, 2024 December 31, 2026	Riley County Planning Board\Board of Zoning Appeals

Enclosures:

- 12-21-23 appointment letters (PDF)



BOARD OF COMMISSIONERS

115 N. 4th Street, 1st Floor
 Manhattan, Kansas 66501
 Phone: 785-565-6800
 Fax: 785-565-6800
 E-mail: boccc@rileycountyks.gov

December 21, 2023

Ed Burch
 314 S Walnut
 Ogden, KS 66517

Dear Ed:

This is to confirm your appointment to the Parks Board. We greatly appreciate your willingness to serve on this Council/Board and know that the Parks Board will benefit from your contribution.

Sincerely,

Riley County Board of County Commissioners

Chair

Member

Member

Attachment: 12-21-23 appointment letters (14370 : Advisory Board Appointments)



BOARD OF COMMISSIONERS

115 N. 4th Street, 1st Floor
 Manhattan, Kansas 66501
 Phone: 785-565-6841
 Fax: 785-565-6842
 E-mail: boccc@rileycountyks.gov

December 21, 2023

Kelly Briggs
 753 Crestline Drive
 Manhattan, KS 66502

Dear Kelly:

This is to confirm your appointment to the Solid Waste Management Committee. We greatly appreciate your willingness to serve on this Council/Board and know that the Solid Waste Management Committee will benefit from your contribution.

Sincerely,

Riley County Board of County Commissioners

 Chair

 Member

 Member

Attachment: 12-21-23 appointment letters (14370 : Advisory Board Appointments)



BOARD OF COMMISSIONERS

115 N. 4th Street, 1st Floor
 Manhattan, Kansas 66506
 Phone: 785-565-6844
 Fax: 785-565-6844
 E-mail: boccc@rileycountyks.gov

December 21, 2023

Jack Platt
 518 Augusta Way, #103
 Manhattan, KS 66502

Dear Jack:

This is to confirm your appointment to the Riley County Planning Board\Board of Zoning Appeals. We greatly appreciate your willingness to serve on this Council/Board and know that the Riley County Planning Board\Board of Zoning Appeals will benefit from your contribution. Your term appointment is through December 31, 2026.

Sincerely,

Riley County Board of County Commissioners

 Chair

 Member

 Member

Attachment: 12-21-23 appointment letters (14370 : Advisory Board Appointments)



BOARD OF COMMISSIONERS

115 N. 4th Street, 1st Floor
 Manhattan, Kansas 66505
 Phone: 785-565-6844
 Fax: 785-565-6844
 E-mail: boccc@rileycountyks.gov

December 21, 2023

John Wienck
 7990 Swede Creek Road
 Randolph, KS 66554

Dear John:

This is to confirm your appointment to the Riley County Planning Board/Board of Zoning Appeals. We greatly appreciate your willingness to serve on this Council/Board and know that the Riley County Planning Board/Board of Zoning Appeals will benefit from your contribution. Your term appointment is through December 31, 2026.

Sincerely,

Riley County Board of County Commissioners

 Chair

 Member

 Member

Attachment: 12-21-23 appointment letters (14370 : Advisory Board Appointments)

RESOLUTION NO. 122123-**A RESOLUTION APPOINTING RILEY COUNTY REPRESENTATIVES TO
ADVISORY BOARDS**

WHEREAS, Riley County has positions available to be filled on various boards; and

WHEREAS, the following positions are open and the county residents listed below are eligible and have indicated a willingness to serve; and

WHEREAS, the Board of Commissioners of Riley County, Kansas, desire to appoint these county residents to the boards and for the terms as indicated below:

Ed Burch Comm Dist 1	No expiration	Parks Board
Kelly Briggs Comm Dist 1	No expiration	Solid Waste Management Committee
Jack Platt Comm Dist 2	January 1, 2024 - December 31, 2026	Riley County Planning Board\Board of Zoning Appeals
John Wienck Comm Dist 2	January 1, 2024 December 31, 2026	Riley County Planning Board\Board of Zoning Appeals

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners of Riley County, Kansas, that the above referenced county residents are hereby appointed to the various county boards for the designated period of time.

ADOPTED this 21st day of December, 2023.

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

CHAIR

MEMBER

MEMBER

ATTEST:

RICH VARGO
Riley County Clerk



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Director of Human Resources

MEETING: December 21, 2023

SUBJECT: 2024 Amended Non-Exempt Pay Scale Rate Chart

PRESENTER: Elizabeth Ward

BACKGROUND

On November 2, 2023 the Board approved the 2024 pay scale, pay scale rates and pay processes for 2024.

It has been discovered that one line on the non-exempt pay scale rate chart had an incorrect calculation and therefore the pay scale rates chart was incorrect for range 18.

DISCUSSION

Instead of increasing 5% from 2023, Range 18 had a calculation that increased it 10%. Each of the other Ranges was correct. The error was caught prior to notification of 2024 pay rates in the year-end letter. Correct rates were sent to employees.

In order to have the correct pay scale published, Human Resources is presenting the corrected pay scale.

FISCAL IMPACT

There is no fiscal impact from the approved 2024 budget, as the correct rates were used for budget calculations and employee individual pay rates.

RECOMMENDATION(S)

Recommendation is to approve the corrected 2024 pay scales effective December 23, 2023.

POSSIBLE MOTION(S)

I move the Board approve the approve the corrected 2024 pay scales effective December 23, 2023.

ALTERNATIVES

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: December 21, 2023

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2023-12 Museum DDoty EAF (DOCX)
- 2023-12 Fire THartman EAF (DOCX)
- 2023-12 Fire JAiton EAF (DOCX)
- 2023-11 Treasure LKing EAF (DOCX)
- 2023-12 Fire DHock EAF (DOCX)
- 2023-12 CC NJohnson EAF (DOCX)
- 2023-12 CC JSteele-Gray EAF (DOCX)
- 2023-11 Treasure SMorrand EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Derrick Doty**Status Change Date:** 12/20/2023**Status Change:** Separation**Date of Hire:** 8/18/2022**Seniority:** 1 Year(s), 3 Month(s)**Position:** As Needed Museum Asst**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$15.00**Annualized Pay:** \$15,000.00**Funds Codes:** 1-County General, 17-Museum**Supervisor:** Katharine Hensler**Department Head:** Katharine Hensler

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-12 Museum DDoty EAF (14364 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Tessa Hartman**Status Change Date:** 12/22/2023**Status Change:** New Hire**Date of Hire:** 12/22/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-12 Fire THartman EAF (14364 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Jack Aiton**Status Change Date:** 01/03/2024**Status Change:** New Hire**Date of Hire:** 01/03/2024**Seniority:** 0 Year(s), 0 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-12 Fire JAiton EAF (14364 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Linda King**Status Change Date:** 12/29/2023 (corrected)**Status Change:** Separation**Date of Hire:** 03/13/1995**Seniority:** 28 Year(s), 8 Month(s)**Position:** Tax Supervisor**Position Type:** Full-Time**Pay Range:** 17**Pay Type:** Salary**Base Rate:** \$38.43**Annualized Pay:** \$79,929.46**Funds Codes:** 1-County General, 7-Treasurer**Supervisor:** Shilo Heger**Department Head:** Shilo Heger

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-11 Treasure LKing EAF (14364 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Dale Hock**Status Change Date:** 12/22/2023**Status Change:** New Hire**Date of Hire:** 12/22/2023**Seniority:** 0 Year(s), 0 Month(s)**Position:** Volunteer Firefighter Stipend**Position Type:** As-Needed**Pay Range:** TASND**Pay Type:** Hourly**Base Rate:** \$0.00**Annualized Pay:** \$0.00**Funds Codes:** 183-Riley Co Fire District #1, 183-Fire District #1**Supervisor:** John Martens**Department Head:** Russel Stukey

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-12 Fire DHock EAF (14364 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Natascha Johnson**Status Change Date:** 12/19/2023**Status Change:** Separation**Date of Hire:** 10/30/2023**Seniority:** 0 Year(s), 1 Month(s)**Position:** Juvenile Intake & Assessment On-Call Officer **Position Type:** Full-Time**Pay Range:** 1**Pay Type:** Hourly**Base Rate:** \$17.52**Annualized Pay:** \$36,441.60**Funds Codes:** 144-Community Corrections, 501-CommCorr-Juvenile Services**Supervisor:** Sandi Wikoff-Harper**Department Head:** Shelly Williams

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-12 CC NJohnson EAF (14364 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Jennifer Steele-Gray**Status Change Date:** 12/31/2023**Status Change:** Separation**Date of Hire:** 05/18/2021**Seniority:** 2 Year(s), 7 Month(s)**Position:** On Call Juvenile Intake Officer**Position Type:** Full-Time**Pay Range:** 1**Pay Type:** Hourly**Base Rate:** \$17.64**Annualized Pay:** \$36,691.20**Funds Codes:** 144-Community Corrections, 501-CommCorr-Juvenile Services**Supervisor:** Sandi Wikoff-Harper**Department Head:** Shelly Williams

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-12 CC JSteele-Gray EAF (14364 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Shari Morrand**Status Change Date:** 12/23/2023**Status Change:** Promotion**Date of Hire:** 4/4/2005**Seniority:** 18 Year(s), 8 Month(s)**Position:** Tax Supervisor**Position Type:** Full-Time**Pay Range:** 15**Pay Type:** Salary**Base Rate:** \$2,876.80**Annualized Pay:** \$74,796.80**Funds Codes:** 1-County General, 7-Treasurer**Supervisor:** Shilo Heger**Department Head:** Shilo Heger

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2023-11 Treasure SMorrand EAF (14364 : Employee Action Form (Green Sheet))



COUNTY CLERK & ELECTIONS
Personnel

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

COMMISSION AGENDA REPORT

FROM: Elizabeth Ward, Human Resources Director

MEETING: December 21, 2023

SUBJECT: Sign Riley County Position Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- Comm Health Ed PAF (DOCX)

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

Submitted by Ashley Martinek on 12/19/2023 at 10:32 AM

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template COMMUNITY HEALTH EDUCATOR [COMMUNITY HEALTH EDU]	Work Location Health Department/EMS
Job ID 2096882	Salary \$18.84	Supervisor Position No
Pay Grade RANGE 4 [RANGE 4]	EEO Class Paraprofessionals [5]	Workers Compensation 8832 [8832]
Cost Center 1 County General [1]	Cost Center 2 HD-General [400]	Cost Center 3 --
1 Job Slot COMMUNI-1		

Supervisor: Julie Gibbs

Department Head: Julie Gibbs

☒ No changes to Position or Budget

☒ Position Description attached

Total annual hours: 1,040

☐ Budgeted

☐ New or updated position description

☒ New request for budget (details attached)

Salary: \$19,594.00

Budget for Benefits: \$7,739

Total proposed annual budget: \$27,333.00

Additional Position Comments: Filled by incumbant

BoCC Chairwoman _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: Comm Health Ed PAF (14372 : Position Action Form (Gold Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
December 28, 2023**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 2 – Greg McKinley, Member](#)

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

[District 1 – John Ford, Vice Chair](#)

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

Barry Wilkerson, County Attorney

2. Staff update

9:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

3. Administrative Work Session

9:35 AM

Cory Meyer, IT/GIS Director

4. Staff update

9:50 AM

Shelly Williams, Community Corrections Director

5. Staff update

10:05 AM

Vivienne Leyva, PIO

6. PIO update

Adjournment

Attachment: 12-28-23 tentative agenda (12897 : Tentative Agenda)

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



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 04, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 2 – Greg McKinley, Member](#)

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

[District 1 – John Ford, Vice Chair](#)

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

Elizabeth Ward, Human Resources Director

1. Human Resources update

9:15 AM

Michael Boller, Noxious Weed Director

2. Staff update

9:30 AM

Anna Burson, Appraiser

3. Staff update

9:45 AM

Russel Stukey, Emergency Management Director

4. Staff update

10:00 AM

Amanda Webb, Planning/Special Projects Director

5. Staff update

10:15 AM

Clancy Holeman, Counselor/Director of Administrative Services

6. Administrative Work Session

10:30 AM

Ron Fehr, Manhattan City Manager

7. General update City of Manhattan

Attachment: 01-04-24 tentative agenda (12897 : Tentative Agenda)

11:00 AM**Clancy Holeman, Counselor/Director of Administrative Services**

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

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: 01-04-24 tentative agenda (12897 : Tentative Agenda)



HEALTH DEPARTMENT
Contract

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

COMMISSION AGENDA REPORT

FROM: Julie Gibbs

MEETING: December 21, 2023

SUBJECT: RCHD Contracts for 2024

PRESENTER: Julie Gibbs

BACKGROUND

All four of these contracts are updated and signed yearly. The Riley County Health Department must operate with a Medical Director and a Medical Consultant, for multiple reasons outlined in the agreements. RCHD rents clinic space to Konza Prairie Community Health Center, and allows Positive Connections a space within that clinic to operate on behalf of our area clients.

DISCUSSION

These contracts have been updated and signed by the other parties.

FISCAL IMPACT

There is a small fiscal impact on the county for the medical director and medical consultant. No fiscal impact, other than space, for the Positive Connections contract, and the county receives rent from Konza.

RECOMMENDATION(S)

I recommend the BOH sign the 4 contracts.

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:

- Konza24 (PDF)
- PosCon24 (PDF)
- MedDir24 (PDF)
- medconsultant24 (PDF)

RILEY COUNTY, KANSAS
TEMPORARY AND LIMITED REAL PROPERTY LICENSE
January 1, 2024 to December 31, 2024

WHEREAS, the Konza Prairie Community Health Center (hereinafter “Konza”), requests from Riley County, Kansas (hereinafter “County”), permission and authority to temporarily occupy office space within real estate owned by County, and described as follows: the Riley County Health Department (hereinafter “Health Department”), 2030 Tecumseh Road, first floor offices next to the existing Konza Dental and Primary Care Clinic, in order to provide primary dental and medical care services to patients seeking services; and

WHEREAS County grants Konza a temporary and limited real property license for the foregoing purpose, upon the following conditions:

First: **TERM AND TERMINATION**: Konza is aware this is a temporary use of office space (126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 143, 144, 146, 147 a portion of 142, 149, and 151) for annual rent in the amount of \$25,297.00 (2529.7 square foot at \$10.00 per square foot) payable in equal monthly installments of \$2,108.08 due on the first day of each month. The monthly rent includes the following utilities: Water, sewer, electricity, and natural gas. In return, the license herein granted to Konza is revocable by County at any time. Konza’s duty to clear the real estate begins upon receipt of either written or verbal notice of revocation from any authorized agent of County. Unless earlier revocation occurs, the license herein granted shall expire on December 31, 2024, without any notice to Konza, unless such term is extended, in writing, by County.

Second: **DUTY TO CLEAR**: Konza shall give 30 calendar days’ notice in writing to the County if Konza intends to vacate the office space.

On December 31, 2024, or upon Konza’s receipt of notice of County’s revocation, Konza shall have 30 working days to complete removal from the real estate, including all personal property items owned by Konza. If Konza fails to clear the real estate of all personal property owned by Konza at the end of the 30 working days, it shall be County’s sole option to clear the real estate and store or sell any such Konza personal property remaining thereupon. Konza shall in that event be liable to County for all expenses incurred by County in conducting such removal, storage, and sale.

Third: **LIABILITY**: Konza, its successors and assigns, shall assume all risk and liability for operation of its primary medical care services and shall hold County harmless for all accidents and damages to persons or property, and all costs and expenses, including attorney fees, and claims of any kind, as a result of Konza’s activities on the real estate, whether such activities by

Konza are within or outside the scope of this license.

Fourth: OPERATIONS: During the term of this temporary license, Konza shall conduct its operations in a manner that does not unreasonably interfere with the daily operations of the Health Department. Konza shall conduct its operations at times and days consistent with the hours of operation of the Health Department and otherwise comply with all reasonable requests of the Director of the Health Department. Konza will designate a primary contact/safety officer and agrees to participate in all Health Department safety drills.

This temporary and limited real property license is hereby granted, and its provisions agreed to by the undersigned this ____ day of December 2023. The provisions will be implemented January 20, 2024.

LICENSEE(S):

KONZA PRAIRIE COMMUNITY
COMMUNITY HEALTH CENTER



Danielle Hallgren
Chief Executive Officer

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

Kathryn Focke
BOCC Chairwoman

License granted this ____ day of December 2023.

ATTEST:

Riley County Clerk

(SEAL)

Attachment: Konza24 (14366 : RCHD 2024 Contracts)

RILEY COUNTY, KANSAS
TEMPORARY AND LIMITED REAL PROPERTY LICENSE
January 1, 2024 to December 31, 2024

WHEREAS, the Positive Connections requests from Riley County, Kansas (hereinafter "County"), permission and authority to occupy office space and equipment within real estate owned by County, and described as follows: the Riley County Health Department (hereinafter "Health Department"), 2030 Tecumseh Road, first floor office, storage closet space, desk, filing cabinets, computer, scanner, internet access and phone in order to provide Positive Connections Medical Case Manager services to clients in a designated region; and

WHEREAS County grants Positive Connections a temporary and limited real property license for the foregoing purpose, upon the following conditions:

First: **TERM AND TERMINATION**: Positive Connection is aware this is a temporary use of office space (room 150 and 152) as an in-kind service provided by the Health Department. In return, the license herein granted to Positive Connections is revocable by County at any time. Positive Connections duty to clear the real estate begins upon receipt of either written or verbal notice of revocation from any authorized agent of County. Unless earlier revocation occurs, the license herein granted shall expire on December 31, 2024, without any notice to Positive Connections, unless such term is extended, in writing, by County.

Second: **DUTY TO CLEAR**: Positive Connections is aware this is a temporary use of office space (room 150), In addition, Positive Connection is aware of temporary use of office space (room 152) as an in-kind service provided by the Health Department until December 31, 2024, or upon Positive Connections' receipt of notice of County's revocation, Positive Connection shall have 10 working days to complete removal from the real estate, including all personal property items owned by Positive Connections. If Positive Connections fails to clear the real estate of all personal property owned by Positive Connections at the end of the 10 working days, it shall be County's sole option to clear the real estate and store or sell any such Positive Connections personal property remaining thereupon. Positive Connections shall in that event be liable to County for all expenses incurred by County in conducting such removal, storage, and sale.

Third: **LIABILITY**: Positive Connections, its successors, and assigns, shall assume all risk and liability for operation of medical case management services and shall hold County harmless for all accidents and damages to persons or property, and all costs and expenses, including attorney

fees, and claims of any kind, as a result of Positive Connections' activities on the real estate, whether such activities by Positive Connections are within or outside the scope of this license.

Fourth: OPERATIONS: During the term of this license, Positive Connections shall conduct its operations in a manner that does not unreasonably interfere with the daily operations of the Health Department. Positive Connections shall conduct its operations at times and days consistent with the hours of operation of the Health Department and otherwise comply with all reasonable requests of the Director of the Health Department.

This temporary and limited real property license is hereby granted, and its provisions agreed to by the undersigned this ____ day of December 2023. The provisions will be implemented January 20, 2024.

LICENSEE(S):

POSITIVE CONNECTIONS

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

By: Kathleen Link

Kathleen Link
Executive Director

Kathryn Focke
BOCC Chairwoman

License granted this _____ day of December 2023.

ATTEST:

Rich Vargo
Riley County Clerk

(SEAL)

Attachment: PosCon24 (14366 : RCHD 2024 Contracts)

Agreement
Medical Director Consultation and Services
January 1, 2024 to December 31, 2024

This agreement is made and entered into between the Riley County Health Department, hereinafter referred to as the "RCHD" and Cary Herl, MD, hereafter referred to as "Consultant".

Whereas, the RCHD will contract with the Consultant to serve as a Medical Director to direct the RCHD Administrator on program and related medical and professional matters per K.S.A. 65-201. It is mutually agreed between these two parties that:

The Consultant will:

1. Serve as the Medical Director for the all services provided through the Public Health Clinic with the exception of the Family Planning Program.
2. Review patient records once a quarter or more frequently as requested by the Clinic Supervisor.
3. Provide medical consultation to the RCHD Administrator, Clinic Supervisor or designees responding to requests within 24 hours of email, telephone call, or message left with office personnel.
4. Attend quarterly meetings with RCHD Administrator and designated staff.
5. Review and authorize standing orders for the Public Health Clinic and Maternal and Child Health Program.
6. Provide a copy of Certificate of Insurance annually to the RCHD Administration.

The RCHD will:

1. Compensate the Provider the following:
 - a. \$250 per month for consultation and services.
 - b. Schedule quarterly meetings with the Medical Director.
 - c. Include the Medical Director on all correspondence relevant to disease investigation, public health emergencies, community health, or pertaining to the actions by the Local Health Officer.

Disclaimer of Liability:

1. The Provider will not be considered an employee of Riley County. Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by the county. The Provider shall receive no county employee benefits and will adhere to Riley County policy as is relevant to independent contractors.
2. The RCHD is not liable for the services or consequences of services provided by the Medical Director. The Medical Director shall hold the RCHD harmless or indemnify it against any and every liability arising out of services provided by the Medical Director under this agreement. The RCHD shall not be responsible for payment of attorney fees incurred by the Medical Director or patients served under this agreement.

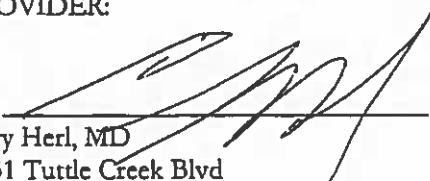
Arbitration and Damages:

The Medical Director shall have a malpractice insurance policy with limits not less than those prescribed in K.S.A. 40-3402 and will meet all requirements to practice medicine in the State of Kansas, including all appropriate licensure.

This contract may be amended by mutual written agreement of the parties. Additional services Requested of the Provider and not covered by this agreement will require another contractual agreement.

This contract may be immediately terminated by Riley County upon verbal or written notice to the Provider.

PROVIDER:

By: 

Cary Herl, MD
2331 Tuttle Creek Blvd
Manhattan, KS 66502
(785) 537-4940

BOARD OF COUNTY COMMISSIONERS
RILEY COUNTY, KANSAS

Kathryn Focke
BOCC Chairwoman

Contract granted this ____ Day of December 2023.

ATTEST:

Riley County Clerk

(SEAL)

Attachment: MedDir24 (14366 : RCHD 2024 Contracts)

Agreement
OB-GYN Medical Consultation and Services
January 1, 2024 to December 31, 2024

This agreement is made and entered into between the Board of Riley County Commissioners, sitting as the Board of Health, acting through the Riley County Health Department, hereinafter referred to as the "RCHD" and Women's Health Group provider, Rebeka Weber, MD, a Physician Medical Consultant, hereafter referred to as "Provider".

Whereas the RCHD will contract with the Provider to provide gynecological (OB-GYN) consultation and medical services to the Family Planning Program. It is mutually agreed between these two parties that:

The Provider will

1. Serve as the Medical Consultant for the Family Planning Clinic following the State of Kansas Family Planning Guidelines.
2. Provide direct services to patients one day (6 hours) each month scheduling clinics with the Advanced Practice Registered Nurse.
3. Sign a collaborating agreement with the Advanced Practice Register Nurse hired by RCHD.
4. Provide medical consultation and guidance to the RCHD staff responding to requests within 24 hours of email, telephone call, or message left with office personnel.
5. Signing of standing orders for the Family Planning Clinic.
6. Insert and/or remove long-acting reversible contraceptive devices approved by the Family Planning Program.
7. Complete colposcopy for patients with abnormal PAP smears to include cervical biopsies and treatment with electrocautery and/or cryocautery as determined.
8. Provide diagnosis and treatment of vulvar diseases to include vulvar biopsies, electrocautery and/or cryocautery.
9. Provide a copy of Certificate of Insurance, physician license number, and NPI number annually to the RCHD Administration.

The RCHD will:

1. Compensate the Provider the following:
 - a. \$250 per month for medical gynecological (OB-GYN) consultation and services.
 - b. \$10 per patient counseled.
 - c. \$50 per patient procedure.
2. Payments will be submitted to
 Women's Health Group PA
 1620 Charles Place
 Manhattan, Kansas 66502
3. The Provider will be provided equipment and supplies through the Family Planning Clinic

Update December 2023

Attachment: medconsultant24 (14366 : RCHD 2024 Contracts)

Disclaimer of Liability:

1. The Provider will not be considered an employee of Riley County. Riley County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by the county. The Provider shall receive no county employee benefits and will adhere to Riley County policy as is relevant to independent contractors.
2. The RCHD is not liable for the services or consequences of services provided by the Provider. The Provider shall hold the RCHD harmless or indemnify it against any and every liability arising out of services provided by the Provider under this agreement. The RCHD shall not be responsible for payment of attorney fees incurred by the Provider or patients served under this agreement.

Arbitration and Damages:

Notwithstanding any language to the contrary, no interpretation of this agreement shall be allowed to find the RCHD has agreed to binding arbitration or the payment of damages or penalties upon the occurrence of any event.

Insurance – License:

The Provider shall have a malpractice insurance policy with limits not less than those prescribed in K.S.A. 40-3402 and will meet all requirements to practice medicine in the State of Kansas, including all appropriate licensure.

This contract may be amended by mutual written agreement of the parties. Additional services requested of the Provider and not covered by this agreement will require another contractual Agreement. This contract may be immediately terminated by Riley County upon verbal or written notice to the Provider. Provider may terminate the agreement with 60 days written notice.

PROVIDER:


Rebeka Weber, MD
1620 Charles Place
Manhattan, KS 66502
(785) 776-1400

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS, & SITTING
AS THE BOARD OF HEALTH

Kathryn Focke
BOCC Chairwoman

Contract executed this 13 day of December 2023.

ATTEST:

Riley County Clerk

(SEAL)

Update December 2023

Attachment: medconsultant24 (14366 : RCHD 2024 Contracts)



EXTENSION
Staff Update

Gary Fike
County Extension
Director
110 Courthouse Plaza
Manhattan, KS 66502
Phone: 785-537-6350

STAFF REPORT

FROM: Gary Fike
MEETING: December 21, 2023
SUBJECT: Pottorf Hall Update and Issues
PRESENTER: Gary Fike

County Extension Director Gary Fike will give a presentation on issues with Pottorf Hall

Enclosures:

- December 21 2023 report (PPTX)

Extension Staff Report

GARY D. FIKE

COUNTY EXTENSION DIRECTOR

DECEMBER 21, 2023

K-STATE
Research and Extension

Riley County

Pottorf Hall – Background

- u 1960 – Voters approved a levy for a new Riley County Fairgrounds
- u 1961 – County, City and USD 383 agreed to purchase land jining each unit for developing a county fairgrounds, baseball diamonds and football stadium
- u 1962 - County = 57.3 acres, City = 20 acres; USD 383 = 20 acres; all at \$ 600/A
- u 1964 – Pottorf Hall and Caement Hall lwere built; first fair was held there that year.
- u 1965 – baseball diamonds
- u 1966 – Bishop Stadium was constructed
- u 1967 – Wreath Hall was constructed

Pottorf Hall Concerns

- u In 2024, Pottorf Hall will be 60 years old
- u There are structural concerns; some which were addressed several years ago with a sinking floor in the large meeting room.
- u Today:
 - u North wall – moisture issues
 - u This issue has been raised before with no action on getting to the root cause
 - u Cracks in tile in the floor; floor was dug out several years ago; still issues
 - u Clover room – floor is sinking; doors jammed, south cinder block wall is cracking
 - u Restrooms are poorly ventilated and not air-conditioned
 - u From a handicapped accessible standpoint, there's no automatic door opening for east or west entrances



u North inside wall at the base



North inside wall; paint bubbling; repainted almost annually

u More north inside wall
photos.....

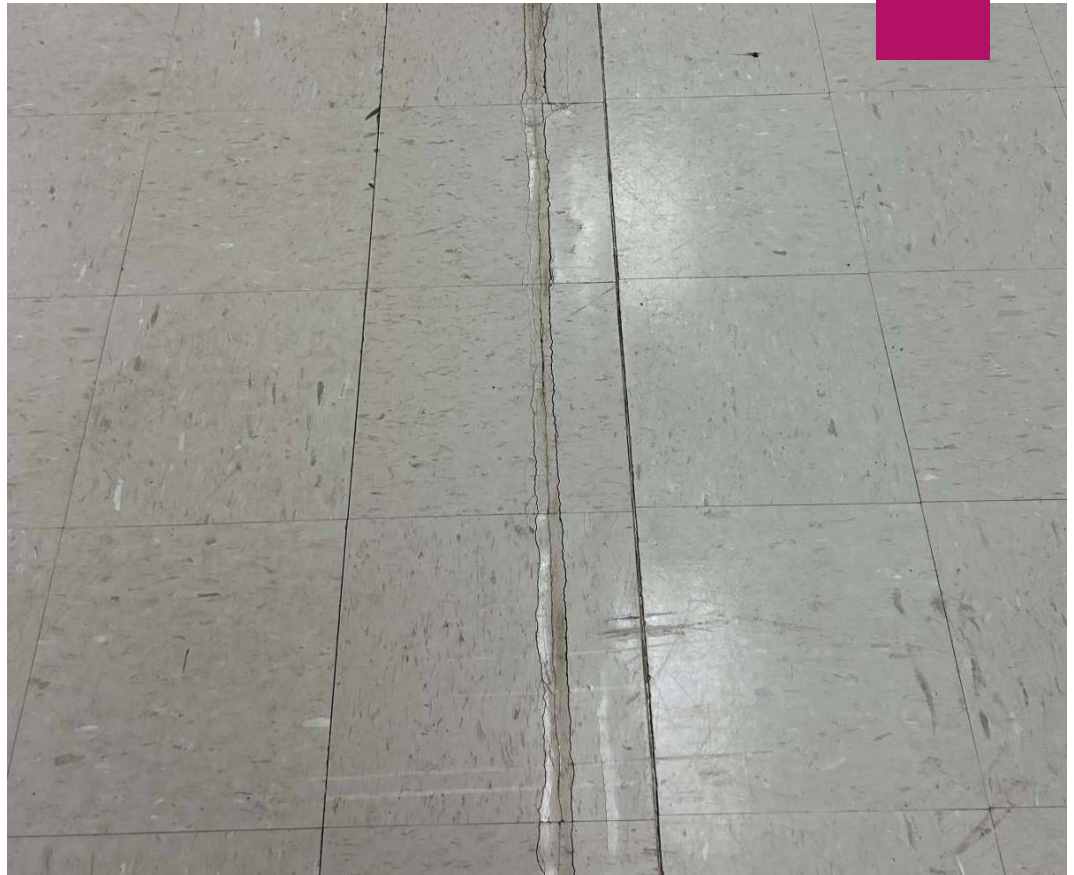


u Cracks in cinder block wall; north inside



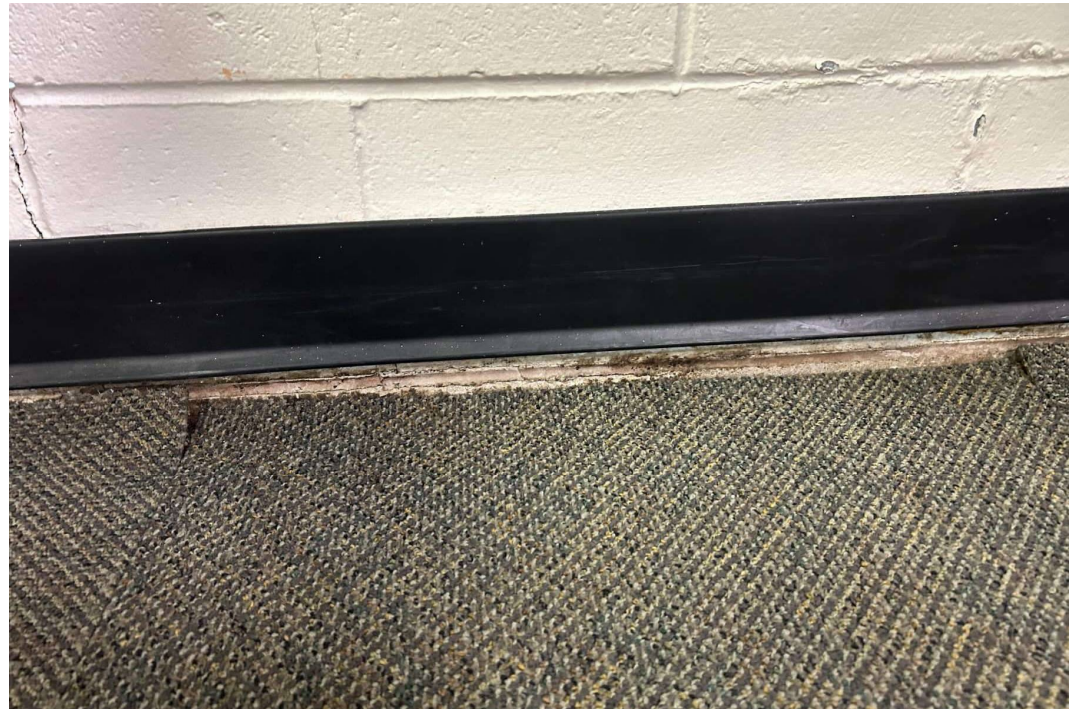


u Cracks in tile floor





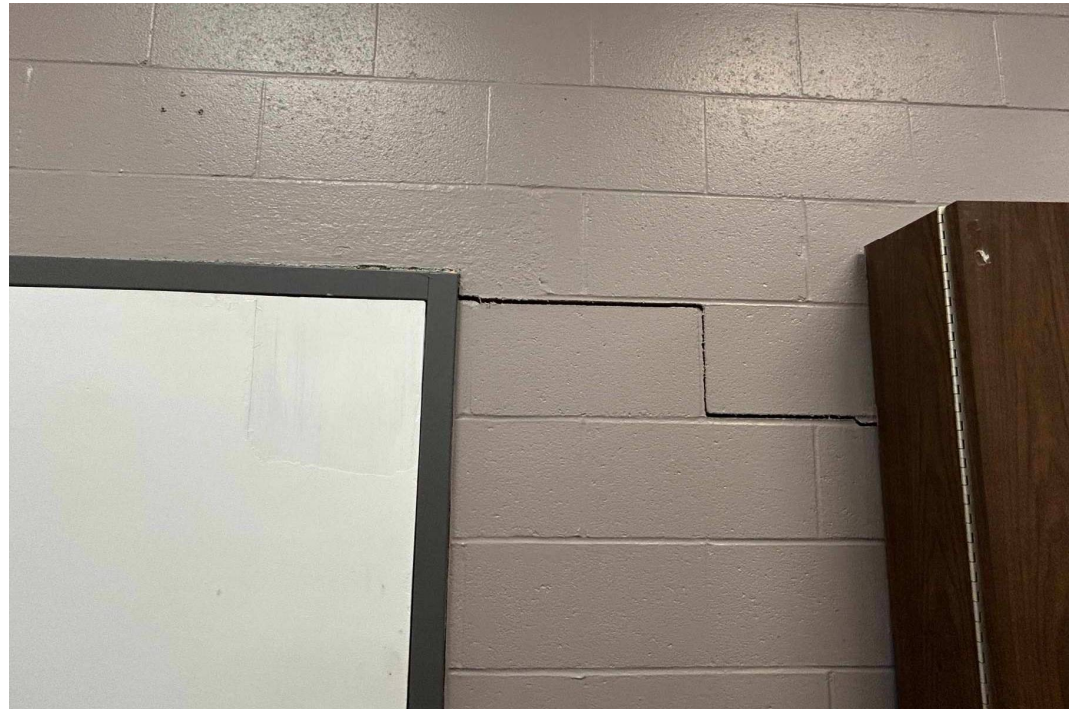
u East wall in Clover room;
floor sinking



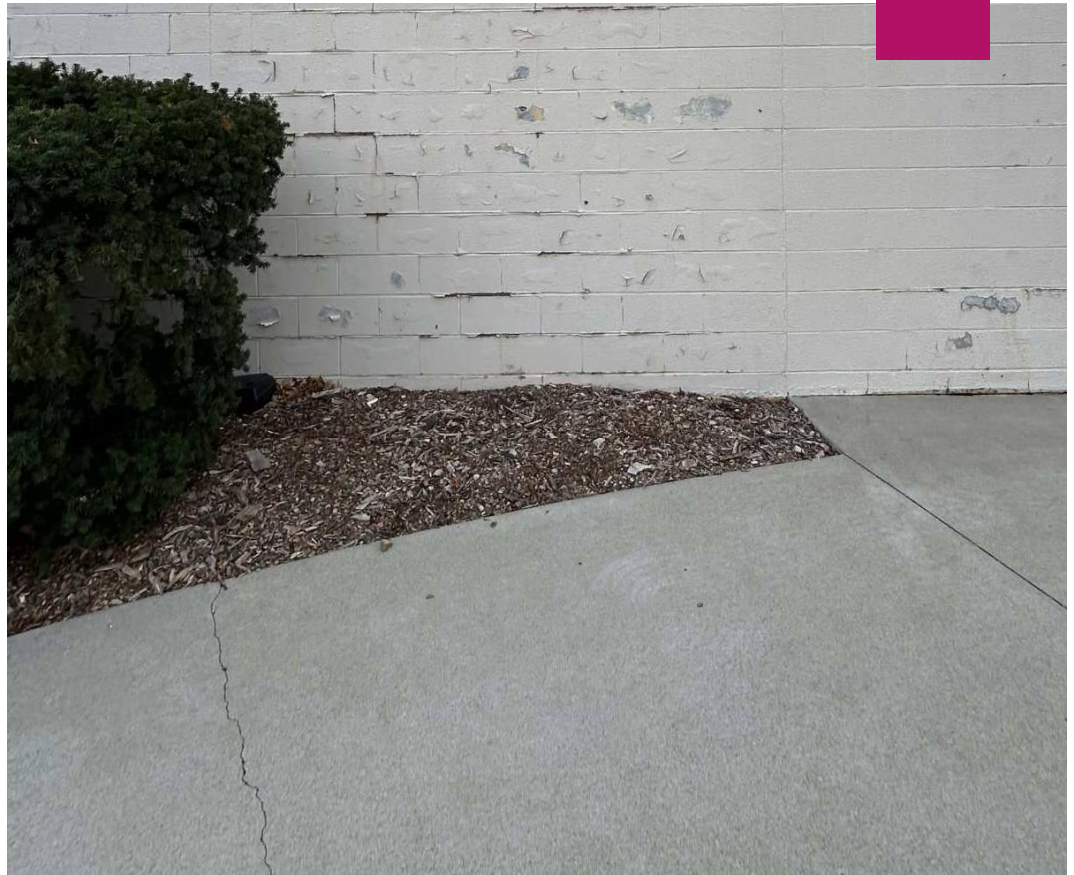


u Close up view of east wall in Clover Room

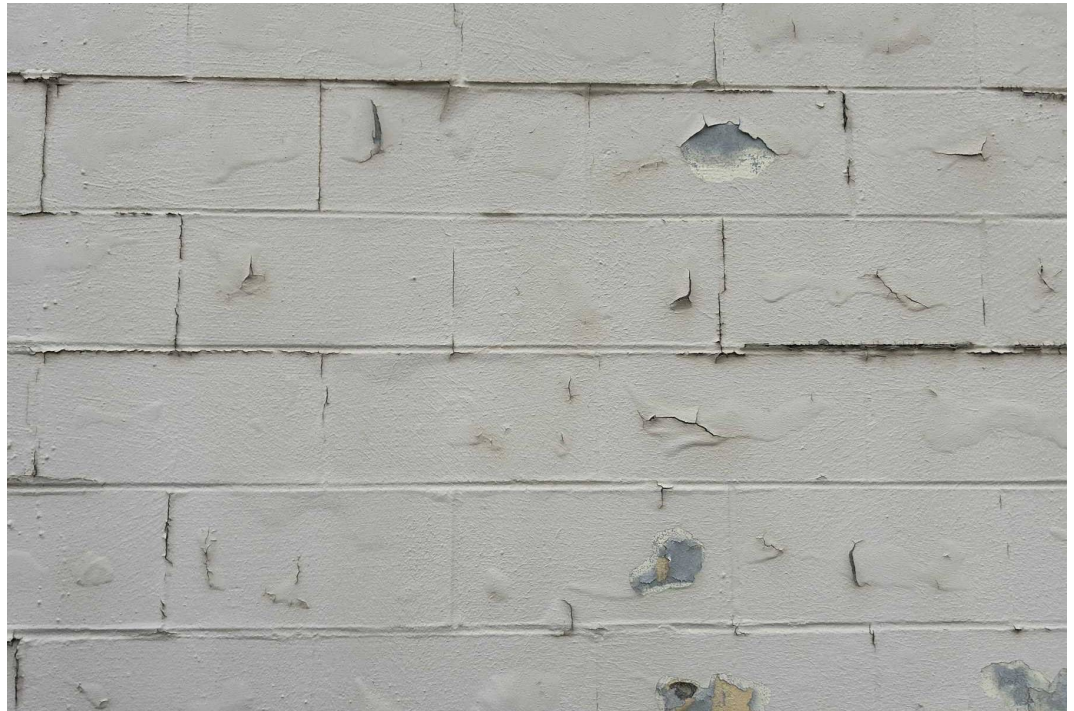
u East door on south wall in the Clover Room. The door is jammed shut. I couldn't open it without a hammer.



u Outside north wall.
Mold, cracking and
peeling



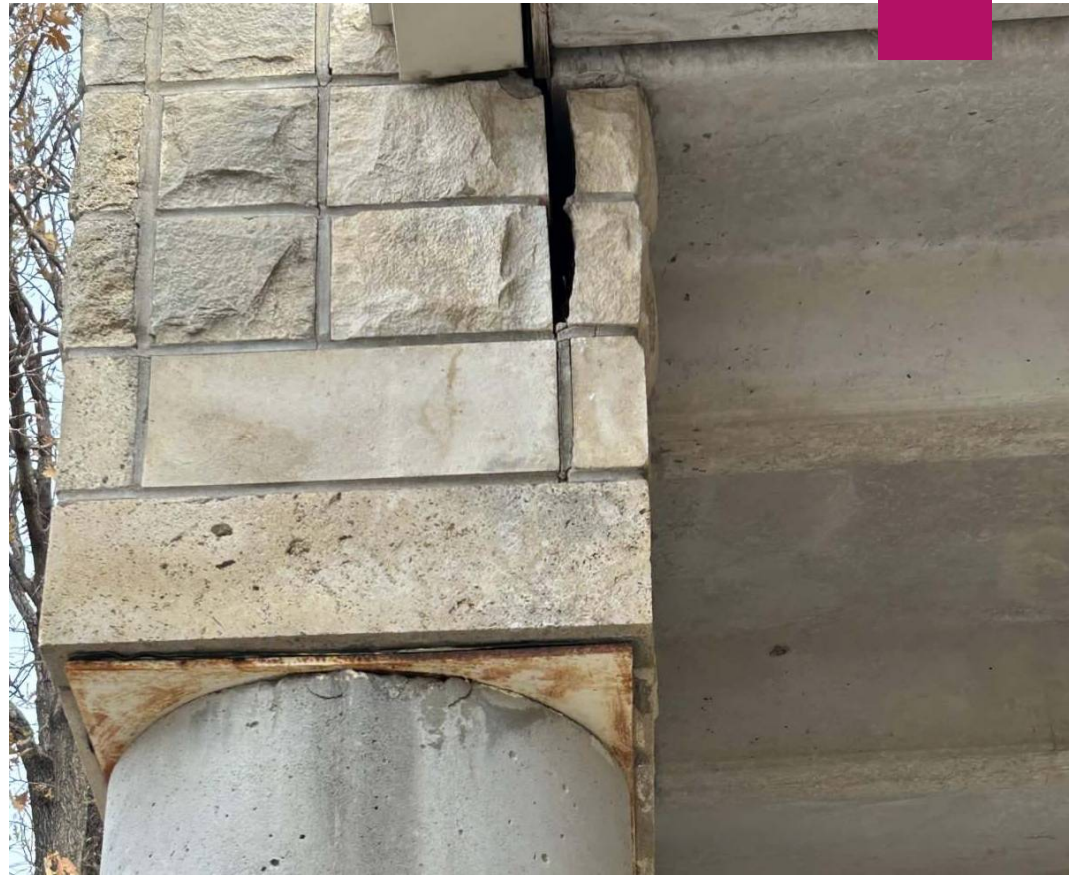
u Closer view of north
outside wall



u More north outside wall



u West side pillar, north end, large, drive in entrance. Stone separation



Request

- u Would like for the county to hire an engineering firm to evaluate Pottorf Hall for structural issues. What needs to be fixed/replaced/remodeled?
 - u Sinking floor – will mudjacking work?
 - u North wall – where is moisture entering? Probably roof, but we don't know exactly where, how, or if roof needs work.
 - u Floor cracking; instability in the concrete?
 - u Doors jamming
 - u Address the AC/ventilation in the bathrooms
 - u Automatic door openers for the NE and SW entrances
 - u Or: replacement of the entire building?

Think of this as a county-wide, city-wide, civic group wide, etc. multi-use building

- u Hundreds of uses:
 - u Blood mobile
 - u Vaccine administration during pandemic
 - u Emergency shelter
 - u Pancake feeds
 - u Annual meetings
 - u Wedding receptions/family reunions/gatherings
 - u Complete list has been provided before



PLANNING & DEVELOPMENT
Project

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

COMMISSION AGENDA REPORT

FROM: Amanda Webb, Planning Director

MEETING: December 21, 2023

SUBJECT: Keats lagoon Environmental Assessment - Request for Proposals for professional services

PRESENTER: Amanda Webb, Planning Director

DISCUSSION:

USDA-Rural Development requires an Environmental Assessment be performed for the proposed Keats non-discharging lagoon. We will also apply for KDHE's State Revolving Loan Fund program, and the assessment must incorporate those requirements as well.

We received a proposal from the consultant who performed the assessment for the City of Manhattan connection in 2021 and as it was over \$20,000, we must follow the Request for Proposals process.

Attached is a draft RFP. If the BOCC is amenable, I will send this to various firms who provide this service.

FISCAL IMPACT:

The cost for this service will likely be between \$25,000 and \$30,000 but a final number is unknown until the consultant is under contract. This does not include the costs of any required cultural resource study that may be required to complete the environmental assessment process. We are seeking a Technical Assistance Grant from the Kansas Water Office to assist with this cost. Otherwise, it should come out of ARPA funds.

STAFF RECOMMENDATION:

Recommendation is for the BOCC to direct staff to issue the RFP.

POSSIBLE MOTIONS:

Motion to direct staff to issue the RFP for consultant services to perform the Keats non-discharging lagoon environmental assessment.

Enclosures:

- Keats EA RFQ (PDF)



RILEY COUNTY REQUEST FOR CONSULTANT PROPOSALS

Environmental Assessment for a community lagoon/public sanitary sewer system for the unincorporated community of Keats.

Riley County, Kansas, is requesting qualification statements from professional consultants to complete an Environmental Assessment for a community lagoon/public sanitary sewer system for the Keats Sewer Benefit District.

Background:

The rural residential community of Keats, located approximately four miles west of the City of Manhattan, has never had a centralized sewer system. The small residential lots are served by individual on-site wastewater systems, most of which do not conform to today's Sanitary Code. Residents have been dealing with failing septic systems for the past several years. Most homes within the district are on undersized lots that could not support a conforming system should their current system fail. The Keats Sewer Benefit District has 67 connections and an estimated population of 168 (based on the average persons per household).

After evaluating a variety of options over the years, including connection to the City of Manhattan, Riley County is proposing to construct a new, non-discharging lagoon to meet the needs of the Keats residents and remedy the issue. The county is in the process of acquiring the land where the lagoon is proposed. The location of the lagoon on this selected property is within the 100-year floodplain.

A Preliminary Engineering Report, prepared by BG Consultants, exists for the project and the county has made application to the USDA Rural Development program for grant/loan assistance. USDA-RD requires an environmental assessment be completed for funding. The county will also apply for Kansas Department of Health and Environment's State Revolving Loan Fund program.

Scope of Services:

The consultant is expected to coordinate with the Project Engineer as well as the County on all required tasks.

Tasks the consultant must address-

- Create a comprehensive project description that includes the need for the project, scope of proposed improvements, location of improvements, and how the need will be met by this project. Include an aerial view/map that shows the location of all planned improvements and system facilities, including any alternate sites.
- Send scoping letters, to include project description, to federal, state, and local agencies which USDA Rural Development requires be notified to solicit agency review of the proposed project, and to request NEPA comments.

- Complete research and discovery to determine how the proposed project may impact environmental resources of concern to USDA-RD, KDHE-SRF, and other public funding agencies.
- Provide a completed environmental assessment to meet USDA-RD, and KDHE-SRF, requirements in accordance with NEPA standards. The assessment shall include the following, at minimum:
 - The purpose and need for the proposed action;
 - The affected environment, including baseline conditions that may be impacted by the proposed action and alternatives;
 - The environmental impacts of the proposed action including the No Action alternative, and, if a specific project element is likely to adversely affect a resource, at least one alternative to that project element;
 - Any applicable environmental laws and Executive Orders;
 - Any required coordination undertaken with any Federal, state, or local agencies or Indian tribes regarding compliance with applicable laws and Executive Orders;
 - Mitigation measures considered, including those measures that must be adopted to ensure the action will not have significant impacts;
 - Any documents incorporated by reference, if appropriate, including information provided by the applicant for the proposed action; and
 - A listing of persons and agencies consulted.
- Any required cultural study would be contracted separately by the County, but the consultant shall assist the County in procuring these services.

The county will provide-

- Preliminary Engineering Report
- Maps/aerial views
- All agency required studies to be incorporated into the environmental assessment.
- Any other information, documents, or engineering that may be necessary to complete the assessment.

Contractual Provisions:

In addition to the Scope of Services, the consultant contract shall include the Contractual Provisions Attachment included with this Request for Proposals.

Budget:

The consultant's proposal should include a detailed cost analysis which defines the proposed cost for performing the required assessment, including any elements that are fixed or variable.

Anticipated timeline (subject to change as necessary):

Event	Date
Release RFP	December 27, 2023
RFPs due	5:00 pm, January 10, 2024
Committee review	January 11-12, 2024
Interview firms/recommendation	January 16-19, 2024
BOCC makes final decision and authorizes staff to negotiate a contract	January 22, 2024
Notification of selected consultant	January 23, 2024
Contract settled and consultant begins	January 26, 2024
Final EA shall be submitted to USDA-RD NO LATER THAN	May 1, 2024

Submission Requirements:

- Cover page:
 - Title of project
 - Date of submittal
 - Firm name/address/phone
 - Primary contact/email address/phone
- Qualifications:
 - Summarize experience/qualifications for each person assigned to the project. Please do not include full resumes.
 - Outline experience with environmental assessments, particularly those required by USDA and pertaining to public sanitary sewer projects.
 - Provide your understanding of the project and the tasks the consultant is responsible for.
 - Indicate that there will be enough staff assigned to the project as necessary to meet the timeline.
- Budget/Scope of Work
 - Include response to requirements listed in the Scope of Services, including a description of the expected process to be undertaken for environmental review.
 - Include your scope of work/deliverables and the associated cost to each.
- References
 - Provide three (3) references of past clients for whom similar work has been performed and involved at least one of the primary team members listed in the proposal.
 - Include the contact person's name, title, firm, address, telephone number, which consultants were involved in the project, and the year the project was completed.

Directions for Submission: Provide ten (10) copies of the submittal by 5:00 pm on January 10, 2024. Mail copies to the following address:

Amanda Webb
Planning Director
110 Courthouse Plaza
Manhattan, KS 66502

Submissions may be submitted electronically to: awebb@rileycountyks.gov. All questions should be directed to Amanda Webb at awebb@rileycountyks.gov or (785) 537-6332.

Evaluation criteria:

- All items provided as per submission requirements.
- Demonstrated understanding of the project and tasks consultant is responsible for.
- Experience with environmental assessments, specifically those required by USDA and pertaining to public sanitary sewer projects.
- Timeline.
- Availability and experience of professional staff assigned to the project.
- Basic knowledge of Riley County.

Screening process:

A Selection Committee comprised of the Board of County Commissioners, Planning & Development Department staff, and staff from other county departments will begin the initial

screening process. Selected firms will then be interviewed by the Selection Committee. The committee's recommendation for selection of the consultant will be reviewed by the Board of County Commissioners, which will make the final decision, prior to development of a Scope of Services and contract.

Disclaimers:

Riley County reserves the right to reject any and all proposals. All costs including travel and expenses incurred in the preparation of this proposal shall be borne by the proposing firm. All work product, whether hard copy or electronic, shall remain the property of the county and shall be provided to the county upon completion of the contract or upon request.

All persons awarded and/or entering into contracts with Riley County shall be subject to and required to comply with all applicable City, State, and Federal provisions pertaining to non-discrimination, Equal Employment Opportunity, and Affirmative Action.



**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: December 21, 2023

SUBJECT: Review and Possibly Approve EagleView Contract and Attached Contractual Provisions Attachment

PRESENTER: Cory Meyer, IT/GIS Director

BACKGROUND

Attached before the Board today is a proposed contract from Pictometry International Corp. d/b/a EagleView.

DISCUSSION

The proposed contract provides for the regular “flyover” of Riley County which generates aerial photography of real estate parcels which are critical to several Riley County departments, including the Appraiser’s Office and the Riley County Attorney’s Office.

Unlike past contracts for this service, this proposed contract is solely between Riley County and the provider, EagleView.

The City of Manhattan was included as a fellow contracting party in past agreements. But Cory Meyer will explain the advantages of the current form of the agreement.

FISCAL IMPACT

IT/GIS Director Cory Meyer will provide the updated cost figure.

RECOMMENDATION(S)

I recommend the Board approve the contract as presented.

POSSIBLE MOTION(S)

- A. “I move the Board authorize the Chairman to sign the contract and attached “Contractual Provisions Attachment” as presented.”
- B. “I move the Board authorize the Chairman to sign the contract and attached contractual provisions attachment, with the following changes... .”
- C. “I move the Board **not** authorize the Chairman to sign the contract and attached contractual provisions attachment.

Enclosures:

- EagleView Contract - 2024 (PDF)
- Eagleview Standard Contractual Provisions (PDF)



CUSTOMER NAME: Riley County, KS
 Attn: Jacob Galyon, Sr. GIS Analyst
 CUSTOMER ADDRESS: 115 N 4th Street
 Manhattan, Kansas 66502
 CUSTOMER PHONE: (785) 537-6314
 CUSTOMER E-MAIL: jgalyon@rileycountyks.gov

MASTER SERVICES AGREEMENT

This Master Service Agreement ("Agreement") is entered into by and between the Customer identified above ("Customer") and Pictometry International Corp. dba EagleView, a corporation formed under the laws of the State of Delaware, with its principal place of business at 25 Methodist Hill Drive, Rochester, NY 14623 ("EagleView"). This Agreement is effective as of the date Customer signs the Order Form and will remain in effect during the Term, as defined below or until terminated as provided in this Agreement. In the event of a conflict between the terms of this Agreement and an Order Form, the Order Form shall prevail. Customer and EagleView may be referred to individually as "Party" and/or collectively as "Parties". EagleView shall provide the Product(s) and/or Service(s) in accordance with and subject to the conditions of this Agreement during the applicable Term as defined below.

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. "Account"** means an account created for Customer by EagleView for the purpose of providing access to the Product(s) and/or Service(s).
- 1.2. "Activation"** means the point in time where Customer has access to an Account and the Products and/or Services are available to Customer.
- 1.3. "Authorized User"** means: (i) any employee or elected or appointed official of the Customer authorized by Customer to use the Service; (ii) any additional users as may be defined in an Order Form (such as governmental subdivisions and their employees or elected or appointed officials if the Order Form indicates that governmental subdivisions are included) all of whom are considered to be agents of Customer for the purposes of Section 1.3; or (iii) a contractor of Customer (so long as Customer gives written notice of its intent to use such contractor to EagleView prior to being granted access to the Service and, unless EagleView expressly waives such requirement for any individual, has entered into a written agreement with EagleView authorizing such access).
- 1.4. "Confidential Information"** means any non-public information that is identified as or would be reasonably understood to be confidential and/or proprietary as disclosed by a Party ("Discloser") to another Party ("Recipient"). Confidential Information of EagleView includes, but is not limited to: (a) the Product(s) and/or Service(s) including any related software code and Documentation; (b) the terms of this Agreement including all Order Forms and statements of work as applicable and related pricing, to the extent Customer is not required to disclose this information under a Freedom of Information Act type obligation, and (c) EagleView's roadmaps, product plans, product designs, architecture, technology and technical information, security audit reviews, business and marketing plans, and business processes, however disclosed. Confidential Information shall not include information that was (a) at the time of disclosure, through no fault of the Recipient, already known and generally available to the public; (b) at the time of disclosure to Recipient already rightfully known to the Recipient without any obligation of confidentiality; (c) disclosed to the Recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; or (d) independently developed by the Recipient without access to or use of the Discloser's Confidential Information.
- 1.5. "Documentation"** means the materials describing the features and functions of the Product(s) and/or Service(s) as may be updated from time to time by EagleView.



1.6. **“Fee”** means the fees charged by EagleView for the Product(s) and/or Service(s) as identified in an Order Form or an invoice issued by EagleView.

1.7. **“Intellectual Property Rights”** means all worldwide intellectual property rights whether registered or unregistered including copyrights, patents, patent applications, trademarks, service marks, trade secrets, and all other proprietary rights.

1.8. **“Malware”** means any software program or code intended to harm, destroy, interfere with, corrupt, or cause undesired effects on program files, data, or other information, executable code, or application software macros.

1.9. **“Order Form”** means a mutually agreeable order describing the Product(s) and/or Service(s) purchased by Customer. The Parties may enter into several Order Forms with each Order Form made part of this Agreement.

1.10. **“Products and/or Services”** means EagleView’s proprietary products and/or services and/or content identified in an Order Form and developed and owned by EagleView, its Affiliates (its directors, officers, employees, agents, representatives, advisors, and persons or entities which are controlled by or are under common control with EagleView) and/or their licensors.

2. ACCESS AND USE OF THE PRODUCT(S) AND/OR SERVICE(S)

2.1. **Access to the Product(s) and/or Service(s).** Subject to Customer’s compliance with the terms of this Agreement, EagleView hereby grants to Customer the right to access and use the Product(s) and/or Service(s) identified on an Order Form(s) for its internal business purpose on a limited, revocable, non-exclusive, non-transferable basis in accordance with the scope of use identified in the Order Form. Unless a different term of the license grant to a Product is set forth in an Order Form, the right to access and use the Product(s) and Service(s) for its internal business purpose during the term of any Order Form(s) is the only right granted to Customer under this Agreement and any Order Form(s). EagleView will have no liability for any loss or damage arising from Customer’s failure to comply with the terms of this Agreement. EagleView will provide Customer a primary Administrator Account for managing and granting access to its Authorized Users. Customer shall be responsible for activating Authorized Users through use of the Account. Customer and its Authorized Users are responsible for maintaining the confidentiality of all passwords.

2.2. **Access Restrictions.** Access by Customer and its Authorized Users to the Service is subject to the following conditions:

2.2.1. Customer shall not access the Product(s), Service(s) or Confidential Information of EagleView in a way that might adversely affect the security, stability, performance, or functions of the Service.

2.2.2. Customer will not directly or indirectly: (a) resell or sublicense the Product(s) and/or Service(s), (b) modify, disassemble, decompile, reverse compile, reverse assemble, reverse engineer, or translate any portion of the software related to the Product(s) and/or Service(s); (c) create derivative works from the Product(s) or Service(s); (d) use the Product(s) and/or Service(s) in violation of applicable law or the rights of others; (e) perform any vulnerability or penetration testing of the Service; (f) cause harm in any way to the Product(s) and/or Service(s) or cause Malware to harm the Products and/or Service(s); (g) work around the Product(s)' and/or Service(s)' technical limitations; (h) remove any proprietary notices from the Application, documentation or any other EagleView materials furnished or made available hereunder; (i) access the Application in order to build a competitive product or service; or (j) copy any features, functions or graphics of the Application.

2.2.3. Customer will not use the Product(s) and/or Service(s) in connection with any data that: (a) may create a risk of harm or loss to any person or property; (b) constitutes or contributes to a crime or tort; (c) is illegal, unlawful, harmful, pornographic, defamatory, infringing, or invasive of personal privacy or publicity rights; (d) contains any information that Customer does not have the right to use; or (e) use the Application or associated documentation or Data Products in violation of export control laws and regulations.



2.2.4. EagleView may suspend the Product(s) and/or Service(s) if EagleView determines, in its reasonable discretion, that suspension is necessary to protect Customer or the Service from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In such event(s), EagleView will provide notice of suspension to Customer as soon as reasonably practicable.

2.3. Account Use. Customer is responsible for maintaining and keeping confidential its Account information, including passwords, usernames, and email addresses. If Customer becomes aware of: (i) any violation of the terms of this Agreement by an Authorized User or unauthorized access to an Account, or (ii) any compromise to an Account including unauthorized access to or disclosure of any Account information, passwords, usernames or login credentials, Customer must promptly suspend such access or Authorized User and notify EagleView.

2.4. Reservation of Rights. Except for the limited rights expressly granted herein, EagleView and its Affiliates retain all right, title and interest in all Intellectual Property Rights and technology related to EagleView's proprietary Products and Services. Customer shall preserve and keep intact all EagleView copyright, patent, and/or trademark notices presented in connection with the Products and Services. Customer shall not assert any implied rights in or to any of EagleView's Intellectual Property Rights. From time to time, Customer may provide suggestions, ideas, enhancement requests, or other information on their use of the Products or Services ("Feedback"). Customer agrees that EagleView shall have all right, title, and interest to use such Feedback without any restrictions and without any payment to Customer.

3. PAYMENT

3.1. Fees. Customer shall pay the Fees within thirty (30) days of receipt of invoice. EagleView shall have the right to assess a late payment charge on any overdue amounts equal to the higher of: (i) one and one-half percent (1.5%) per month; or (ii) the rate allowed by applicable law. Additional payment terms may be set forth in the Order Form. All Fees paid pursuant to this Agreement and any applicable Order Form are non-refundable and all Product(s) and/or Service(s) ordered pursuant to an Order Form are non-cancelable, unless expressly stated to the contrary. In the event that EagleView seeks legal recourse for the collection of any unpaid Fees from Customer, Customer shall be responsible for all of EagleView's costs of such collection action if EagleView is the prevailing party. If any Fees are overdue by more than thirty (30) days, EagleView may, without limiting its other rights and remedies, suspend the Product(s) and/or Service(s) until such amounts are paid in full, provided that, EagleView will give Customer at least ten (10) days' prior notice that its account is overdue.

3.2. Pricing Changes. EagleView shall have the option to adjust the pricing for any Products and/or Services upon any renewal or extension of an Order Form by providing one hundred and eighty (180) days' notice of such pricing change to Customer prior to the date for such renewal or extension.

3.3. Taxes. The Fees do not include any levies, duties excise, sales, use, value added or other taxes, tariffs, or duties that may apply to the Product(s) and/or Service(s) ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If EagleView has the legal obligation to collect Taxes from Customer, Customer will pay that amount to EagleView unless Customer provides EagleView with a valid tax exemption certificate authorized by the applicable taxing authority prior to billing. For clarity, EagleView is solely responsible for taxes assessable against it based on its income, property, and employees.

4. TERM AND TERMINATION

4.1. Term. The term of this Agreement will commence on the date Customer signs an Order Form under this Agreement and will end upon the expiration date of the Order Form, or upon the expiration date of any subsequent or renewal Order Form(s) ("Term"). After expiration Customer shall not have any access to content, Product(s) or Service(s). Unless either Party gives notice of its intent not to renew the Product(s) and/or Service(s) and/or Content at least one hundred and twenty (120) days prior to the end of the then current Term, access to the Services will automatically renew.

4.2. Termination. Either Party may terminate this Agreement upon written notice to the other Party if: (i) the non-terminating Party materially breaches this Agreement and fails to cure such breach within thirty (30) days of



delivery of written notice; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. EagleView may suspend the Product(s) and/or Service(s) in the event Customer is in material breach of this Agreement and such breach has not been cured within thirty (30) days' written notice to Customer. In the event of suspension due to Customer's material breach of this Agreement, Customer will remain liable for all Fees applicable to the Term that would have been paid had the Product(s) and/or Service(s) not been suspended.

4.3. Effect of Termination on Fees: EagleView Breach. In the event this Agreement is terminated by Customer for a material breach by EagleView, (a) where EagleView has fully delivered imagery to Customer, no refund of fees shall be made, or (b) where customer is accessing on-line imagery and data access and/or an application, EagleView will refund any unused prorated, prepaid fees for the Product(s) and/or Service(s).

4.4. Effect of Termination on Fees: Customer Breach. In the event this Agreement is terminated by EagleView for a material breach by Customer, Customer shall be responsible for all fees under any current Order Form(s).

4.5. Survival. Upon any expiration of the Product(s) and/or Services or termination of this Agreement, the following sections shall survive: 2.4 (Reservation of Rights), 3 (Payment), 5 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), and 9 (General Provisions).

5. CONFIDENTIALITY

5.1. Obligations. Each Party will hold the other Party's Confidential Information in confidence with at least as much care as it holds its own Confidential Information, and neither Party will disclose any of the other Party's Confidential Information to any third party. Each Party may use the Confidential Information solely for purposes of its performance under this Agreement, and may disclose such information to its employees, subcontractors and professional advisors only on a need-to-know basis, provided that such employees, subcontractors and professional advisors are bound by obligations of confidentiality at least as restrictive as those set forth in this Agreement.

5.2. Required Disclosure. The Recipient may disclose Confidential Information as required by court order or otherwise by law, provided that it gives the Discloser prior written notice of such disclosure (to the extent legally permitted) as well as reasonable assistance if Discloser seeks a protective order to prevent the disclosure. Any disclosure pursuant to this Section 5.2 shall be restricted to include the least amount of Confidential Information necessary to comply with the order. All costs incurred by the Recipient in connection with complying with such order shall be reimbursed by the Discloser.

6. WARRANTIES

6.1. Mutual Warranties. Each Party represents and warrants to the other Party that: (i) it is a organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, has all requisite power and authority to carry on its business and to own and operate its properties and assets; and (ii) the individual signing this Master Services Agreement and/or the Order Form(s) has the requisite authority to bind the party to this Agreement.

6.2. EagleView Warranty. EagleView warrants that (i) it will provide the Product(s) and/or Service(s) with commercially reasonable care and skill; and (ii) the Product(s) and/or Service(s) will conform to the then-current Documentation in all material respects. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be as described in Section 4.3 Payments Upon Termination.

6.3. Disclaimer. EXCEPT FOR EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EAGLEVIEW MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, AS TO ANY MATTER WHATSOEVER. EAGLEVIEW EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EAGLEVIEW DOES NOT WARRANT THAT THE PRODUCT(S) AND/OR SERVICE(S) (INCLUDING ANY SUPPORT SERVICES) WILL BE ERROR FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE TIMELY OR



SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF CUSTOMER TO ANY THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES AND SUPPORT SERVICES ARE PROVIDED "AS IS."

7. INDEMNIFICATION

7.1. EagleView Indemnification. EagleView will defend Customer against any claim, demand, suit or proceeding made by a third party alleging that the Product(s) and/or Service(s) infringes the intellectual property rights of such third party and will pay all costs or damages that are finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed to in a written settlement signed by EagleView. Customer will: (i) notify EagleView in writing within ten (10) calendar days of its receipt of notice of the claim, (ii) give EagleView sole control of the defense and settlement of the claim (except that EagleView will not settle any claim that results in liability or an admission of liability by Customer without Customer's prior written consent), and (iii) provide EagleView with all reasonable assistance, information, and authority necessary to perform EagleView's obligations under this paragraph. Notwithstanding the foregoing, EagleView will have no liability for any claim of infringement or misappropriation to the extent such claim arises from: (i) use of the Product(s) and/or Service(s) in combination with materials including software, hardware, or content not furnished by EagleView; or (ii) Customer's breach of this Agreement.

7.2. Remedies. In the event the Product(s) and/or Service(s) is held or is believed by EagleView to infringe or misappropriate any Intellectual Property Right of a third party, EagleView will have the option, at its expense, to: (i) replace the Product and/or Service with a non-infringing equivalent, (ii) modify the Product(s) and/or Service(s) to be non-infringing, (iii) obtain for Customer a license to continue using the Product(s) and/or Service(s); or (iv) terminate the Agreement and refund any prepaid, prorated fees for the remainder of the Term. The foregoing remedies constitute Customer's sole and exclusive remedies and EagleView's sole liability with respect to any third-party infringement claim.

7.3. Customer Indemnification. Customer will, at its expense, defend EagleView from and against all third party claims and will pay any costs, losses or damages that are finally awarded (including reasonable attorneys' fees) or agreed to in settlement to the extent arising out of Customer's breach of this Agreement, provided that (i) EagleView notifies Customer in writing within ten (10) calendar days of its receipt of written notice of the claim, (ii) Customer has sole control of the defense and settlement of the claim (except that Customer will not settle any claim that results in liability or an admission of liability by EagleView without EagleView's prior written consent), and (iii) EagleView provides Customer with all reasonable assistance, information, and authority necessary to perform Customer's obligations under this paragraph.

8. LIMITATION OF LIABILITY

8.1. Consequential Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, PROFITS, REVENUE, OR GOODWILL, WHETHER AN ACTION IS BASED IN CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation of Liability. EXCLUDING EITHER PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW, THE AGGREGATE AND CUMULATIVE LIABILITY OF EITHER PARTY INCLUDING ALL THEIR AFFILIATES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE ACTIONS GIVING RISE TO THE CLAIM.

9. GENERAL PROVISIONS

9.1. Export Laws. The Product(s) and/or Services and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. EagleView and Customer each represent that it is not named



on any U.S. government denied-party list. Customer will not permit any user to access or use any Product(s) and/or Service(s) or Content in a U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria, Crimea, or Russia) or in violation of any U.S. export law or regulation.

9.2. No Third-Party Beneficiaries. Except as specifically identified in this Agreement, nothing in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations, or liabilities whatsoever.

9.3. Independent Contractors. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the Parties hereto. Neither Party shall have the power nor authority to control the activities or operations of the other. At all times, the status of the Parties shall be that of independent contractors.

9.4. Force Majeure. Except with respect to Customer's payment obligations for services delivered, reports delivered, or any ongoing payment obligation, each party will be excused from performance under this Agreement, will not be deemed to be in breach hereof, and will have no liability to the other party whatsoever if either party is prevented from performing any of its obligations hereunder, in whole or in part, as a result of a Force Majeure Event. A "Force Majeure Event" means an event or occurrence beyond the control of the nonperforming party, such as an act of God or of the public enemy, embargo or other act of government in either its sovereign or contractual capacity, government regulation, travel ban or request, court order, civil disturbance, terrorism, war, quarantine restriction, epidemic, virus, fire, weather, flood, accident, strike, slowdown, delay in transportation, electrical power outage, interruption or degradation in electronic communications systems, inability to obtain necessary labor, materials or manufacturing facilities, and other similar events. In the event of any delay resulting from a Force Majeure Event, any date of delivery hereunder will be extended for a period equal to the time lost because of the delay.

9.5. Security Assessment. Upon reasonable request, EagleView will assist Customer in its EagleView security risk assessments by completing forms and/or providing reports that provide Customer with generally available information relating to EagleView's security practices, policies and procedures used to protect its systems. Such information will include high level overviews of implemented security measures, such as access controls, encryption, or other means, where appropriate, and will provide details relating to how Customer's Confidential Information is disclosed, accessed, processed, and stored (as applicable).

9.6. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld); provided, however, either Party may assign this Agreement in its entirety (including all Order Forms), without the other Party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

9.7. Governing Law. This Agreement will be governed by the laws of the State of Customer, without regard to conflict of law principles. The Parties agree that any claims, legal proceedings, or disputes and/or litigation arising out of or in connection with this Agreement, will be brought solely in the state or federal courts located in the jurisdiction the Customer is based in, and the Parties irrevocably consent to the exclusive personal jurisdiction of such courts.

9.8. Severability & Waiver. The failure of either Party to exercise any right or the waiver by either Party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same, or any other provision of this Agreement. All waivers must be in writing and signed by the Party waiving its rights. If any section of this Agreement is held to be invalid or unenforceable, the remain sections of this Agreement will remain in force to the extent feasible.

9.9. Notices. Notwithstanding anything to the contrary in this Agreement, notices and other communications may be given or made pursuant to this Agreement via electronic mail. Notwithstanding the foregoing, any notice concerning a material breach, violation, or termination hereof must be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier or overnight delivery service. All written notices or other written communications to EagleView shall be provided to the address first listed above and addressed to: ATTENTION: LEGAL DEPARTMENT. All written notices to Customer shall be sent to the address identified on the Order Form and addressed to the individual signing said Order Form, and shall be deemed to have



been duly given when delivered personally, when deposited in the U.S. mail, postage prepaid, or when deposited with an overnight courier or delivery service. With respect to notices and other communications regarding EagleView's privacy policy, Support Plan, or other similar provisions, such notices shall be deemed given when posted to EagleView's website (www.eagleview.com) or e-mailed to the Customer's Account administrator(s).

9.10. Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute only one agreement. The execution and delivery of counterparts of this Agreement by electronic mail, electronic form (including execution by way of an electronic or other signature stamp), website submission, facsimile, or by original manual signature, regardless of the means or any such variation in pagination or appearance shall be binding upon the Parties executing this Agreement.

9.11. Entire Agreement. This Agreement, along with the Order Form(s) and Exhibit(s), contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. The Parties agree that any term or condition stated in a Customer purchase order is null and void. This Agreement may not be amended or modified except by mutual written agreement. In the event that any court holds any provision of this Agreement as null, void, or otherwise ineffective or invalid, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remaining provisions shall remain in full force and effect. The unenforceability of any provision of this Agreement shall not affect the validity of the remaining provisions hereof. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

Pictometry International Corp. dba EagleView

Customer – Riley County, KS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



EXHIBIT A
ORDER FORM

EFFECTIVE DATE (MONTH/DAY/YEAR): _____

TERM (DURATION): Six years

ORDER #
LC-10004499

BILL TO
Riley County, KS
Cory Meyer, IT/GIS Director
1101 Poyntz Ave
Manhattan, Kansas 66502
(785) 587-2415
martinson@cityofmhk.com

SHIP TO
Riley County, KS
Jacob Galyon, Sr. GIS Analyst
115 N 4th Street
Manhattan, Kansas 66502
(785) 537-6314
jgalyon@rileycountyks.gov

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1216381	Ryan Poots	Biennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION
272	EagleView Cloud - Imagery - Certified - Four Band	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Each refresh upgraded to include a certified orthomosaic and the collection of a near-infrared fourth band. Certified orthomosaics produced in accordance with state and local requirements and include the application of visual improvements to customer' orthomosaic imagery. Services term commences on date of activation. - GSD: 3in - Refresh Frequency: 2-Year Refresh - Four Band Upgrade: Yes - Certified Orthomosaic Upgrade: Yes - Start Year: 2024
302	EagleView Cloud - Imagery - Certified - Four Band	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Each refresh upgraded to include a certified orthomosaic and the collection of a near-infrared fourth band. Certified orthomosaics produced in accordance with state and local requirements and include the application of visual improvements to customer' orthomosaic imagery. Services term commences on date of activation. - GSD: 6in - Refresh Frequency: 2-Year Refresh - Four Band Upgrade: Yes - Certified Orthomosaic Upgrade: Yes - Start Year: 2024
1	EagleView Cloud - Physical Delivery - Ortho	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud - Imagery product once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made physically via hard drive media.
1	EagleView Cloud - Physical Delivery - Ortho and Oblique Image Frames	Provides an offline copy of the individual ortho and oblique image frames in Pictometry Warehouse format at the GSD specified in imagery refresh. Delivery includes one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of one years from the initial

Attachment: EagleView Contract - 2024 (14373 : EagleView Contract)



		date of shipment of the EFS software, along with a copy of the updated documentation.
1	EagleView Cloud - Software	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
25000	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. Refresh Frequency: 2-Year Refresh
1	EagleView Cloud - Disaster Response Program	Includes eligibility for the Disaster Response Program.
9	EagleView Cloud - Years Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.

FEES

Due at Initial Activation of Services	\$89,157.75
Due at First Anniversary of Initial Activation of Services	\$89,157.75
Due at Second Anniversary of Initial Activation of Services	\$89,157.75
Due at Third Anniversary of Initial Activation of Services	\$89,157.75
Due at Fourth Anniversary of Initial Activation of Services	\$89,157.75
Due at Fifth Anniversary of Initial Activation of Services	\$89,157.75

Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:

- Customer shall provide EagleView with written documentation of non-appropriation of funds from its funding source one hundred and twenty (120) days prior to commencement of a subsequent refresh;
- This Agreement shall remain in full force and effect, however commencement of the subsequent refresh shall be deemed postponed until such time as funds for the subsequent refresh have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, EagleView reserves the right to terminate any and all obligations with respect to the postponement and all subsequent deliverables included in this Agreement; and



c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in this Order Form, is in possession of licensed products for which EagleView has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to EagleView.

PRODUCT PARAMETERS

Disaster Response Program (“DRP”)

Agreement includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured “as-is”.

A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

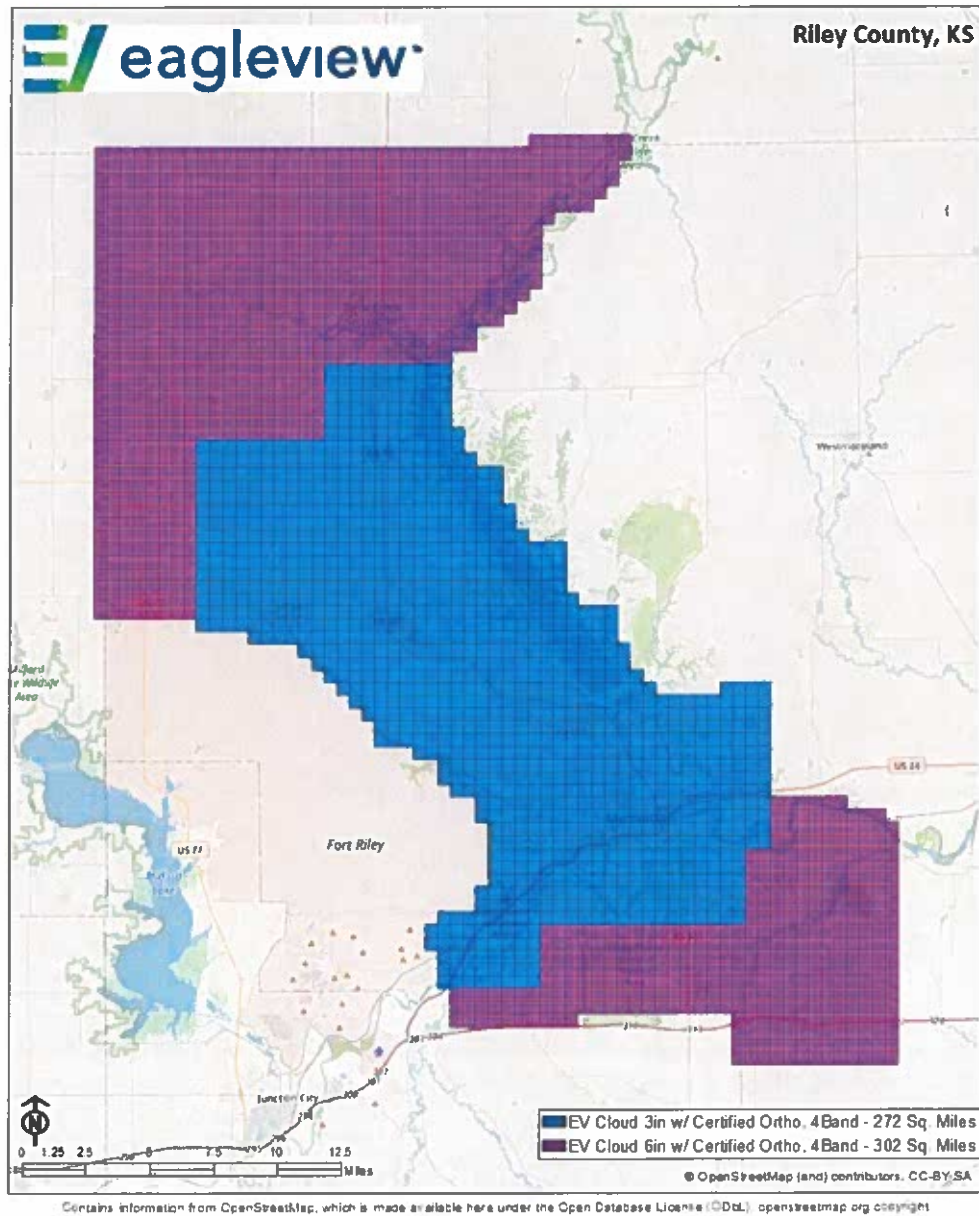
B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.

Transferred Deliverables

Customer shall own the offline copies of the orthogonal imagery delivered to Customer by EagleView pursuant to this Agreement (the “Transferred Deliverables”). Customer is free to use and reproduce copies of the Transferred Deliverables in any manner without any accounting to EagleView. EagleView shall own all copies of the Transferred Deliverables, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in EagleView’s possession. EagleView is free to use, reproduce, and redistribute copies of the Transferred Deliverables in any manner without any accounting to Customer. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the Transferred Deliverables remain the sole and exclusive property of EagleView. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by EagleView pursuant to this Agreement remain the sole and exclusive property of EagleView and are subject to the provisions of Section 2 of the Agreement.



AOI(S)



[Signature page follows]



This Order Form is incorporated by reference into the Master Services Agreement between Pictometry International Corp. dba EagleView and Customer.

Pictometry International Corp. dba EagleView

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment: EagleView Contract - 2024 (14373 : EagleView Contract)



EXHIBIT B

SECURITY

1. Definitions.

- 1.1 **"Critical Issue"** means an issue that does, or has the potential to, compromise the confidentiality, integrity, availability, security, or privacy of Customer Confidential Information.
- 1.2 **"Security Incident"** means any (a) access to Customer's Confidential Information in the possession or control of EagleView or any Subcontractors, by an unauthorized party or by an authorized party for unauthorized purposes; (b) unauthorized use of any such Confidential Information; or (c) event involving data or information that results in a material impact to EagleView's services or to Customer.
- 1.3 **"Standards Body"** means any commercially recognized technology and or auditing standards organization, including but not limited to AICPA, ISO, ITIL, and NIST.
- 1.4 **"Subcontractor"** means a subcontractor of EagleView.

2. Payment Card Security Compliance. EagleView will meet the security requirements set forth in this Agreement or, alternatively, demonstrate and implement to Customer's reasonable satisfaction appropriate compensating controls.

- 2.1 To the extent applicable, EagleView will: (a) take all steps necessary to maintain its status as a PCI DSS compliant; (b) promptly notify Customer if EagleView ceases to be PCI DSS compliant, explaining the cause for non-compliance and the target date for becoming compliant; and (c) annually provide to Customer its current PCI DSS Attestation of Compliance report upon request.
- 2.2 EagleView may elect to use an alternative to PCI DSS, should a commercially accepted framework approved by major credit card processors become available.
- 2.3 If EagleView learns of any Critical Issues, EagleView will use all reasonable efforts to remediate such Critical Issues promptly.

3. Data Security. EagleView will:

- 3.1 Upon request, provide to Customer a report identifying where Customer Confidential Information is processed and stored, and how access is controlled. For any material changes in data center hosting, including, without limitation, outsourcing of data center hosting, such report will be accompanied by the most recent report for such data center.
- 3.2 Not allow Customer Confidential Information to be disclosed, accessed, processed, or stored outside the United States, its territories, and possessions ("U.S.") without notice to Customer, and will cooperate with Customer's security assessment of such non-U.S. based activities. EagleView will be responsible for any such non-U.S. based activities and will ensure that such non-U.S. based activities are in compliance with applicable law and this Agreement, including, without limitation, all security requirements.
- 3.3 When transmitting and storing Customer Confidential Information, encrypt such information using encryption at rest and encryption in transit that is applied to such Customer Confidential Information and maintains its protection throughout the lifecycle of such Customer Confidential Information. Use encryption keys and key management techniques that comply with security industry standards published by a Standards Body.
- 3.4 Where practicable, store Customer Confidential Information in a manner that logically or physically separates the data from other EagleView customer data.
- 3.5 Ensure that Customer Confidential Information is not stored on any portable removable media (such as USB mass storage, external hard drives, and CD/DVDs), except as necessary to support the services provided under this Agreement and provided that such Customer Confidential Information is encrypted as described in Section 3.3.
- 3.6 Remove all Customer Confidential Information from any media taken out of service and destroy or securely erase such media to make it unreadable, undecipherable, and unrecoverable by any means consistent with data destruction practices recommended by a Standards Body.
- 3.7 Conduct a security risk assessment, based upon a Standards Body framework, of all EagleView's Subcontractors. Ensure Subcontractors have and follow appropriate security processes and remediate any Critical Issues Promptly.



- 3.8 From time to time, EagleView may update its practices as described herein, but will not materially decrease the overall security of the Products and Services during the Term.
4. **Penetration Testing.**
- 4.1 No more than once per year while this Exhibit is in effect and with no less than thirty (30) days prior written notice to EagleView, and prior written approval by EagleView, Customer will be permitted to conduct a penetration test at Customer's expense, and targeted at sites or services directed by EagleView, in order to verify that EagleView has and continues to comply with the security and data requirements set forth in this Agreement. Customer may elect to use a qualified third-party vendor to conduct such penetration test. In no event will any such test exceed ten (10) business days in duration. Upon completion of such test, Customer will provide EagleView with a copy of the results of such test.
5. **Information Security Program.** Without limiting EagleView's obligation of confidentiality under this Agreement, EagleView will establish and maintain a written Information Security Program, together with adequate administrative, technical, and physical safeguards, to:
- 5.1 Ensure the confidentiality, integrity, and availability of all Customer Confidential Information that is accessed, processed, stored, or controlled by EagleView;
 - 5.2 Take commercially reasonable efforts to protect against anticipated threats or hazards to the confidentiality, integrity, and availability of such Customer Confidential Information;
 - 5.3 Maintain a vulnerability management program to protect hardware and software assets from known exploitable vulnerabilities that have an approved vendor/supplier patch or mitigation strategy;
 - 5.4 Engage a third-party vendor to perform an annual penetration test. EagleView will also ensure all Critical Issues identified by such testing are remediated and retested promptly. Upon request, EagleView will provide Customer with a letter from the third-party stating that testing was performed, and all Critical Issues were addressed;
 - 5.5 Protect against unauthorized access to or use of such Customer Confidential Information; and
 - 5.6 Such written Information Security Program and administrative, technical, and physical safeguards must be no less rigorous than accepted industry practices (such as applicable security standards published by a Standards Body), and will ensure that all such safeguards, including the manner in which Customer Confidential Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement.
6. **Disaster Recovery and Business Continuity.** EagleView will maintain a backup of Customer Confidential Information, for an orderly and timely recovery thereof if access to or use of the services hereunder may be interrupted. EagleView will maintain a Restore Point Objective ("RPO") of one business day prior.
7. **Security Incident Process.** EagleView will use commercially reasonable efforts to notify Customer, whose data is known to be or suspected to be impacted, of any Security Incident within 72 hours of confirming that a Security Incident has occurred. Unless otherwise agreed to in writing, EagleView will remediate the cause of such Security Incident immediately.
- 7.1 Customer is responsible for providing EagleView with updated and accurate contact information.
 - 7.2 EagleView agrees to fully cooperate with Customer in responding to the Security Incident, including, without limitation, by: (a) designating an employee to serve as primary point of contact and a backup who will maintain reasonable communication with Customer; and (b) assisting with any investigation of the nature or cause of such Security Incident.
 - 7.3 If Customer determines that applicable law or regulation requires notification to any person of a Security Incident, such notification will be carried out by EagleView at EagleView's cost, including any costs for credit monitoring or other mitigation services, unless otherwise directed by Customer in writing; provided, however, that in all cases Customer will have sole control over the content, timing, and method of any such notification to persons affected by a Security Incident involving Customer's Confidential Information.
 - 7.4 EagleView will maintain Security Incident handling and reporting processes that ensure: (a) relevant logs or other digital records related to the Security Incident are maintained until the Security Incident is declared fully remediated; (b) all Security Incidents are appropriately logged; (c) all such logs and information are appropriately protected to ensure the integrity of such logs and information.



8. **Human Resources Security.** EagleView will: (a) unless agreed otherwise in the Agreement, perform criminal background checks covering charges and convictions of any felony or any misdemeanor involving violence, dishonesty, or breach of trust for all employees of EagleView and any Subcontractors who perform services at Customer facilities and/or access or process Customer Confidential Information and/or access Customer information systems; (b) ensure that physical and logical access for each employee of EagleView and of any Subcontractors are deactivated within twenty-four (24) hours of such employee's termination of employment or such Subcontractor's termination of engagement; and (c) provide regular security awareness training to all EagleView employees and require Subcontractors to provide such training for their employees.
9. **Facility Requirements.** EagleView will employ physical security procedures to ensure that only authorized individuals have access to corporate facilities. Such procedures will include, but not be limited to, the use of video surveillance, cardkey access, and visitor authorization and supervision processes. Surveillance records will be maintained for at least 30 days.
10. **Record Retention.** EagleView will retain Customer Confidential Information as long as EagleView is required to by applicable law.

Attachment to "Master Services Agreement" (a/k/a "Contract") Between Riley County (hereinafter the "County"), and Pictometry International Corp. d/b/a EagleView (hereinafter "Contractor").

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated contract to which it is attached and made a part thereof, said contract being dated and approved/effective December 21, 2023.

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other documents relating to and a part of the contract in which this attachment is incorporated. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve Owner's objectives of this provision.
3. **CASH BASIS AND BUDGET LAWS.** Any contract for a term of one year shall be interpreted by the parties to provide Owner the sole option to renew that Contract before the end of each one-year term.
4. **LIMITATION OF LIABILITY.** It is agreed that notwithstanding any language in the Contract to the contrary, County and Riley County waive no defense, immunity or limitation of liability otherwise available to County and Riley County under the terms of the Kansas Tort Claims Act or other applicable law.
5. **ACCEPTANCE OF CONTRACT.** The contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given and this Contractual Provisions Attachment is signed by the Board of County Commissioners of Riley County, Kansas.
6. **ASSIGNMENT.** Neither the Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. **PUBLIC DOCUMENTS.** It is agreed that the Contract, and all subsequent agreed amendments or addenda thereto are public documents which will be filed with the Riley County Clerk and will be open to public inspection.
8. **MERGER/SALE/TRANSFER OF OPERATOR ASSETS.** Contractor will notify County in writing at least thirty (30) calendar days in advance of Contractor's merger with any other

business entity, or of any sale or other transfer of Contractor's assets to any other business entity. In the event of any such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in assuring that provision of all products and services under this Contract are not disrupted before, during and after such merger, sale or other transfer of Contractor assets. After such merger, sale or other transfer of Contractor assets, Contractor will reasonably cooperate with County in providing any documents or information necessary to establish any prior payments made by County to Contractor under this Contract.

Contractor**County**

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

By: _____
Pictometry International Corp.
d/b/a EagleView

By: _____
Kathryn Focke, Chairwoman

Date

Date

ATTEST: (seal)

Rich Vargo, County Clerk

Approved as to Form

By: _____
Clancy Holeman
Riley County Counselor

Date: _____

Attachment: EagleView Standard Contractual Provisions (14373 : EagleView Contract)