



**Board of Riley County
Commissioners
Regular Meeting
Agenda
December 23, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

1. Public Comments

Commission Comments

2. Commission Comments

Business Meeting

3. Sign contract with CivicPlus for CivicClerk
4. Sign Riley County Employee Action Form(s)
5. Approve payroll/accounts payables (when completed)

Review Minutes

6. Board of Riley County Commissioners - Regular Meeting - Dec 19, 2024 9:00 AM

Press Conference Topics

7. Discuss Press Conference

Review Tentative Agenda

8. Tentative Agenda

9:00 AM

Michael Rezkalla, Pawnee Mental Health Services Director

9. Pawnee Mental Health Services update

9:15 AM

Diane Creek, Health Department Director and Shanika Rose, Chronic Disease Risk Reduction Coordinator

10. Request to Fill Internally - Opioid Education and Prevention Specialist
11. Request to fill-extend position- Medical Clerk

9:30 AM

Press Conference

9:35 AM

Megan Lewis, Community Corrections Director

- 12. Staff Update
- 13. CY25 Adult City Alcohol Grant
- 14. CY25 Juvenile City Alcohol Grant

9:45 AM**Laurie Harrison, Emergency Management Coordinator**

- 15. Request to fill Emergency Management Planner position

9:55 AM**Josh Gering, EMS/Ambulance Assistant Director**

- 16. Request to Fill - EMT

10:00 AM**Bryant Parker, Counselor/Director of Administrative Services**

- 17. Administrative Work Session
- 18. Pending County Projects County Counselor

Adjournment**Announcements**

Riley County Offices will be closed Tuesday, December 24th, Wednesday, December 25th and Thursday, December 26th in observance of the Christmas Day holiday.

The Board of County Commissioners will not be in session on Thursday, December 26th.

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



**COUNTY
COUNSELOR/ADMINISTRATIVE SERVICES**
Contract

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

COMMISSION AGENDA REPORT

FROM: Bryant Parker, County Counselor

MEETING: December 23, 2024

SUBJECT: Sign contract with CivicPlus for CivicClerk

PRESENTER: Bryant Parker, County Counselor

BACKGROUND

At a previous meeting, this Board approved a contract for CivicPlus to provide and support its CivicClerk product and associated services, “subject to” the vendor’s signature on a standard contractual provisions attachment acceptable to Riley County’s counsel.

CivicPlus and Riley County have since executed the standard contractual provisions attachment in a form acceptable to both CivicPlus and Riley County.

Presented today for the Chairman’s signature is the main contract for CivicPlus to provide and support its CivicClerk product and associated services to Riley County, Kansas, which incorporates the contractual provisions attachment that has already been executed by and between CivicPlus and Riley County

FISCAL IMPACT

Approved previously by the terms of the base contract.

RECOMMENDATION(S)

I recommend the Board authorize the Chairman to sign the main contract for CivicPlus to provide and support its CivicClerk product and associated services to Riley County, Kansas, which incorporates the contractual provisions attachment that has already been executed by and between CivicPlus and Riley County, as presented.

POSSIBLE MOTION(S)

- A. “I move the Board authorize the Chairman to sign the main contract with CivicPlus for CivicClerk as presented.”
- B. “I move the Board authorize the Chairman to sign the main contract with CivicPlus for CivicClerk with the following changes... .”
- C. “I move the Board not authorize the Chairman to sign the main contract with CivicPlus for CivicClerk as presented.”

Enclosures:

- CivicPlusCivicClerkFullContract (PDF)


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work

Q-81597-1

8/19/2024 1:39 PM

12/31/2024

Client:

Riley County, KS

Bill To:

RILEY COUNTY, KANSAS

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jacen Clapp	785-222-4874	jacen.clapp@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee
1.00	AMM Select: Live Meeting Manager Implementation Fee	Live Meeting Manager Implementation
1.00	AMM Select: Historical Import Fee without Videos (750+)	Historical import of more than 750 meetings; Volume is calculated based on number of meetings being imported; Import does not include any video files

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams
1.00	AMM Select: Live Meeting Manager Annual Fee	AMM Select: Live Meeting Manager Annual Fee

List Price - Initial Term Total	USD 24,850.00
Total Investment - Initial Term	USD 20,375.00
Annual Recurring Services (Subject to Uplift)	USD 17,900.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Attachment: CivicPlusCivicClerkFullContract (15265 : CivicPlus Contract for CivicClerk)

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Organization Legal Name: _____

Billing Contact: _____

Title: _____

Billing Phone Number: _____

Billing Email: _____

Billing Address: _____

Mailing Address: (If different from above) _____

PO Number: (Info needed on Invoice (PO or Job#) if required) _____



Sign in (/hc/en-us/signin?return_to=https%3A%2F%2Fwww.civicplus.help%2Fhc%2Fen-us%2Farticles%2F10989047390487-Master-Services-Agreement)



I am searching for...

SEARCH

CivicPlus Platform

(/hc/en-us) > Get

Started (/hc/en-

us/categories/115000402794-Get-Started) > CivicPlus Legal Stuff (/hc/en-us/sections/10985132323479-CivicPlus-Legal-Stuff) > Legal Terms and Conditions for Services (/hc/en-us/sections/10985404533271-Legal-Terms-and-Conditions-for-Services)

Supporting Articles



Articles in this section

Master Services Agreement

7 months ago · Updated

Follow

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the customer entity identified on the SOW (“Customer”). This Agreement governs the use and provision of any Services purchased by Customer, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for Customer. CivicPlus and Customer are referred to herein individually as “Party” and jointly as “Parties”.

Important Note

- Last updated in May 2024.

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Recitals

WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

WHEREAS, Customer wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, the Customer and CivicPlus agree as follows:

[Go to Article Navigation](#)

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Customer, or Services are being provided by CivicPlus to Customer, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such

SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, Customer's non-payment. Upon termination for Customer's breach, Customer's right to access or use Customer Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Customer Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Customer shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If Customer has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.
3. At any time during the Term, CivicPlus may, immediately upon notice to Customer, suspend Customer and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Customer will pay the amounts owed to CivicPlus for the development and implementation of the Customer's Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support, and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by Customer (the "Contact Sheet"). Customer shall provide accurate, current and complete information of Customer's legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Customer will maintain and promptly update the Contact Sheet information if it should change. Upon Customer's request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.
5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the Customer will no

longer have access to the Services until the Customer's account is made current. Customer will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if Customer requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Customer does not show up for scheduled meetings or trainings), Customer agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify Customer prior to incurring such expenses and shall only incur those expenses which are approved by Customer.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Customer will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("Customer Content") created by CivicPlus on behalf of Customer pursuant to this Agreement. "Customer Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which Customer provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. Customer Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.
8. Upon completion of the Project Development, Customer will take over the management and control of the Services and Customer will assume full responsibility for Customer Content maintenance and administration. Customer, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content. Customer hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Customer Content as necessary to provide the Services. Customer represents and warrants that Customer owns all Customer Content or that Customer has permission from the rightful owner to use each of the elements of Customer Content and that Customer has all rights necessary for CivicPlus to use the Customer Content in connection with providing the Services. Customer agrees that CivicPlus shall not be responsible or liable for the content of messages created by Customer or by Customer's Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any Customer Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.
9. At any time during the term of the applicable SOW, Customer will have the ability to download the Customer Content and export the data that is processed through the Services ("Customer Data"). Customer may request CivicPlus to perform the export of Customer Data and provide the Customer Data to Customer in a commonly used format, at any time, for a fee to be quoted at time of request and approved by Customer. Upon termination of the applicable SOW for any reason, whether or not Customer has retrieved or requested the Customer Data, CivicPlus reserves the right to permanently

and definitively delete the Customer Content and Customer Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Customer will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services (“CivicPlus Property”) will remain the property of CivicPlus. CivicPlus Property specifically excludes Customer Content. Customer shall not:
- A. license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW;
 - B. adapt, alter, modify, or make derivative works based upon any CivicPlus Property;
 - C. create internet “links” to the CivicPlus Property software or “frame” or “mirror” any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third-party entities, other than Customer, to use the Services;
 - D. reverse engineer, decompile, disassemble, or otherwise attempt to obtain the software source code to all or any portion of the Services;
 - E. make any attempt to gain unauthorized access to the Services and/or any of CivicPlus’ systems or networks; or
 - F. access any CivicPlus Property in order to:
 - 1. build a competitive product or service,
 - 2. build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or
 - 3. copy any ideas, features, functions or graphics of any CivicPlus Property.

The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Customer complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Customer a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.
12. All CivicPlus helpful information and user’s guides for the Services (“Documentation”) are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus “Help Center” (<https://www.civicplus.help/hc/en-us>). CivicPlus does not provide paper copies of its Documentation.

Customer and its Users are granted a limited license to access Documentation as needed. Customer shall not copy, download, distribute, or make derivatives of the Documentation.

13. Customer acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Customer ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Customer at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services (“New Services”), and Customer desires these New Services, then Customer will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use commercially reasonable best efforts to provide workarounds in the event any modification to the Services causes Customer to lose substantial functionality of the Services.
14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Customer hereunder constitute, collectively, the “Feedback”). Customer hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against Customer alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus–negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from Customer's use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the Customer:

- A. promptly notifying CivicPlus of any claim in writing;
- B. cooperating with CivicPlus in the defense of the claim; and
- C. granting CivicPlus sole control of the defense or settlement of the claim.

The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to Customer Content.

Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence, or defect in the quality of service of any underlying carrier, licensor, or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Customer.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf. During Project Development, Customer will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. Customer agrees that it is solely responsible for the end-user's personal data that Customer decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. Customer understands and agrees that CivicPlus provides certain solutions with increased security measures for the solicitation and storage of any sensitive data, and it is Customer's responsibility to determine whether the data it solicits and collects should be stored in such solutions. Customer understands and agrees that CivicPlus does not have knowledge or control over what type of data Customer solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Customer or by any third party of any personal data. Customer has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that:

- A. infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy;
- B. contains any defamatory material; or
- C. violates any federal, state, local, or foreign laws, regulations, or statutes.

19. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to:

- A. be solely responsible for all designated and authorized individuals chosen by Customer ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (<https://www.civicplus.help/hc/en-us/articles/11124413337495-CivicPlus-s-Website-Terms-of-Use>).
- B. be solely responsible for the Customer data;
- C. obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Services;
- D. use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing;
- E. use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any User's password or username and/or personal information; and
- F. use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Customer has selected to integrate any of its Services with.

22. Customer understands that CivicPlus must fastidiously allocate resources across all of its customers and specifically reserves necessary resources for Customer's Project Development. If any professional

services, such as consulting or training, purchased by Customer are not used during the Project Development phase solely due to the inaction or unresponsiveness of Customer, then these services shall expire 30 days after completion of Project Development. The Customer may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its Privacy Policy. (<https://www.civicplus.com/privacy-policy>). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. CivicPlus will not modify Customer Data or disclose Customer Data, except:
- A. in order to provide the Services;
 - B. to prevent or address service or technical problems in connection with support matters;
 - C. as specifically directed or expressly permitted in writing by Customer;
 - D. in compliance with our Privacy Policy; or
 - E. if compelled by law.

Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without Customer authorization. Customer understands that CivicPlus has no obligation to provide the Services or maintain the Customer Data, information or other material if Customer's accounts are past due and unpaid as set forth in this Agreement.

24. Customer acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Customer Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Customer's Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.
25. CivicPlus may offer Customer the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that CivicPlus may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Customer to agree to a separate agreement or terms and conditions with

the provider of the third-party application, which will govern Customer's use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. Customer will have 24/7 access to the online CivicPlus Help Center (<https://www.civicplus.help/hc/en-us>) to review use articles and software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets, and access solution-specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).
28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Customer delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.
29. CivicPlus support hours span between the hours of 7 am to 7 pm CST but may vary by product. Customer may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Customer at the time of the request and will be subject to Customer acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.
30. If a reported problem cannot be solved during the first support interaction, Customer will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third-party products or applications for which CivicPlus is not responsible.

Marketing

31. Customer hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the Customer's instance of the Services. Customer may publicly refer to itself as a customer of the CivicPlus Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the

Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by Customer for the Annual Recurring Services in the year prior to such claim of liability.
33. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.
34. The liabilities limited by Sections 32 and 33 apply:
- A. to liability for negligence;
 - B. regardless of the form of action, whether in contract, tort, strict product liability, or otherwise;
 - C. even if Customer is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and
 - D. even if Customer's remedies fail of their essential purposes.

If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties & Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. Customer represents and warrants that Customer has not provided any false information to gain access to the Service and that Customer's billing information provided on the Contact Sheet is correct; and it has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.
36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Customer that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of:
- 1. a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or

2. use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.
38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third-party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

Taxes

40. The amounts owed for the Services exclude, and Customer will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Customer under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Customer agrees to pay for all resulting fines, penalties, and expenses.

Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent / Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Customer's home state to purchase at the SOW prices and specifications in accordance with the terms stated herein.
43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."
46. The Parties will use reasonable, good-faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification of third-party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Customer.

48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide Customer with written notice describing such change via email or through its website. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same. In the event Customer rejects the update to the terms herein, Customer must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.

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Additional Resources

- [CivicPlus Product Terms of Use \(https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions\)](https://www.civicplus.help/hc/en-us/sections/11726451593367-Solutions-and-Services-Terms-and-Conditions)
- [CivicPlus Privacy Policy \(https://www.civicplus.help/hc/en-us/articles/11080149398039\)](https://www.civicplus.help/hc/en-us/articles/11080149398039)

Download a Word Document of These Terms

 [CivicPlus Master Services Agreement May 2024.docx \(/hc/en-us/article_attachments/13058158875415\)](/hc/en-us/article_attachments/13058158875415)
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Supporting Articles



Articles in this section

Agenda Meetings and Management (CivicClerk and Municode Meetings) Terms

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The Customer shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. The Customer shall not provide to CivicPlus or allow to be provided to CivicPlus any content that:

1. infringes or violates any third party's Intellectual Property rights, rights of publicity, or rights of privacy,
2. contains any defamatory material, or
3. violates any federal, state, local, or foreign laws, regulations, or statutes.

The scope of the initial implementation services to be delivered by CivicPlus at the time of signing a Statement of Work ("SOW") are as listed in the applicable SOW. The Customer is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline. Upon the making of the Customer's instance of the Services live and accessible on the internet to the intended audience ("Go-live"), any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.

Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the Services in a timely manner. CivicPlus will make reasonable efforts to confirm Go Live status with the Customer, but reserves the right to deem the Customer's use of the Services in the intended course of business as Go Live.

CivicPlus Media

Close Captioning, Transcription, and Translation services may be selected in the Services at the applicable and published rates displayed in the Services.

The Customer is responsible for requesting and initiating the Close Captioning Services, including the specific Category of Services desired, as set forth above, on the Customer's production site. CivicPlus will use commercially reasonable efforts to provide the completed Work Product (as defined below) to the Customer within 4 business days of Customer initiation, with regard to Transcriptionist-Based Closed Captioning, and within 24 hours of Customer initiation, with regard to Machine-Based Closed Captioning. CivicPlus will use commercially reasonable efforts to provide the Services in a manner consistent with applicable industry standards.

The Customer is responsible for requesting and initiating the Translation Services, including the specific Category of Services desired, as set forth above, on the Customer's production site. CivicPlus will use commercially reasonable efforts to provide the completed Work Product (as defined below) to the Customer within 5 business days of Customer initiation, with regard to Human Translation service, and within 24 hours of Customer initiation, with regard to Machine Translation service. CivicPlus will use commercially reasonable efforts to provide the Services in a manner consistent with applicable industry standards.

By initiating the Services on the production site, the Customer is agreeing to all associated costs for its use of the Services. The Fees for the Services used by the Customer shall be invoiced by CivicPlus on a monthly basis, in arrears. Such invoice to include: the Category of the Services used; the duration, in minutes (rounded to the nearest minute), each category of Services was used in the prior month; and the total amount owed to CivicPlus by the Customer for the Services used in the month prior. If, at any time, the Customer's account is past due, CivicPlus may refuse to provide the Services until the Customer's account is brought up to date and all unpaid amounts owed are paid.

All human-based translation services shall have a 3.5 minute minimum requirement for review.

Upon full and total payment, the Customer shall own the certain transcription and captioning work product produced by the Services (the “Work Product”). The Customer understands and agrees that the audio characteristics may increase transcription pricing, the Rates for the Services provided above assumes the audio is reasonably clear and good, good audio is any media that is clearly recorded in a controlled environment with one person talking at a time with minimal background noise and no media defects. The format must be recorded in the specific formats required and communicated to the Customer by CivicPlus. CivicPlus does endeavor to provide an accurate Work Product; however, The Customer should be aware that any audio that does not meet the criteria above may impact the quality of the Work Product and cause it to drop in accuracy. Accuracy is defined as:

1. words are spelled correctly;
2. phrases and sentences make sense in a standalone document; and
3. text is near exact replication of spoken words. The Work Product will not include unintended speech such as “ums” and “uhs”, stuttered speech, or difficult proper nouns.

The Services and Work Product are provided on an “as is” basis, and the Customer’s use of the Services is at its own risk. CivicPlus does not warrant that the Services or the Work Product will be uninterrupted or error-free or unaffected by force majeure events.

Boards and Committees Applications

The Boards and Committees Application is solely intended for the display of board positions, applications thereto, and approval workflow for applicants to such boards (the “Intended Use”). Customer shall not create additional forms, workflows, workflow events, or boards, nor allow users to utilize the Board and Committees Application for any purposes not related to the Intended Use.

Customer will not solicit for sensitive PII to be stored in the Boards and Committees Application. Customer shall remain responsible for the type and treatment of data stored in the Boards and Committees Application in compliance with applicable law.

Supplemental Articles

- [CivicPlus's Master Services Agreement \(https://www.civicplus.help/hc/en-us/articles/10989047390487\)](https://www.civicplus.help/hc/en-us/articles/10989047390487)
- [CivicPlus Privacy Policy \(https://www.civicplus.help/hc/en-us/articles/11080149398039\)](https://www.civicplus.help/hc/en-us/articles/11080149398039)
- [CivicPlus Product Terms \(/hc/en-us/sections/11726451593367\)](https://www.civicplus.help/hc/en-us/sections/11726451593367)

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Attachment: CivicPlusCivicClerkFullContract (15265 : CivicPlus Contract for CivicClerk)



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Services) > Solutions and Services Terms and Conditions (/hc/en-us/sections/11726451593367-Solutions-and-Services-
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Solutions and Services Terms and Conditions

Please read these terms carefully.

The applicable CivicPlus Solution and Services Terms and Conditions (those terms for the specific CivicPlus solutions and services you have purchased via a statement of work) form part of the legal and binding agreement between the Customer and CivicPlus and are hereby incorporated therein (referred to as the "Solution and Services Terms").

If you are using any of the solutions and services described below, the terms corresponding to those solutions and services apply to your use. CivicPlus periodically updates this page by posting a revised terms on this page, please check back here for current information.

Definitions used throughout the Solutions and Services Terms and are defined herein, any capitalized term used herein not defined shall have the definition ascribed to in the Master Services Agreement ("MSA") (/hc/en-us/articles/10989047390487) or the applicable Statement of Work ("SOW") signed by the Customer. In the event of a conflict between the terms herein and any applicable SOW, the applicable SOW shall control.

- "Customer Data" means data, information, or material that the Customer, or its residents, submit to the Service in the course of using the Service data, information, or material that the Customer submit to the Service in the course of using the Service.

- “MSA” means the [CivicPlus Master Services Agreement \(/hc/en-us/articles/10989047390487\)](/hc/en-us/articles/10989047390487).
- “Services” used herein shall refer to the solutions and services listed on the Customer’s Statement of Work and within in each respective article and/or header.
- “Parties” means CivicPlus, LLC (“CivicPlus”) and the Customer that enters into engagement for Services with CivicPlus.
- “PHI” means protected health information.
- “PII” means personally identifiable information.
- “PCI” means payment card industry information.
- “SOW” means the applicable Statement of Work signed by the Customer for CivicPlus Services.

- [311 CRM \(SeeClickFix\) Terms \(/hc/en-us/articles/10990229058455-311-CRM-SeeClickFix-Terms\)](/hc/en-us/articles/10990229058455-311-CRM-SeeClickFix-Terms)
- [Accessibility Compliance and Web Governance \(Monsido\) Terms \(/hc/en-us/articles/10992497418135-Accessibility-Compliance-and-Web-Governance-Monsido-Terms\)](/hc/en-us/articles/10992497418135-Accessibility-Compliance-and-Web-Governance-Monsido-Terms)
- [Agenda Meetings and Management \(CivicClerk and Municode Meetings\) Terms \(/hc/en-us/articles/10990270686615-Agenda-Meetings-and-Management-CivicClerk-and-Municode-Meetings-Terms\)](/hc/en-us/articles/10990270686615-Agenda-Meetings-and-Management-CivicClerk-and-Municode-Meetings-Terms)
- [AudioEye - Managed for Municipal Websites Hosted by CivicPlus \(/hc/en-us/articles/11442951925143-AudioEye-Managed-for-Municipal-Websites-Hosted-by-CivicPlus\)](/hc/en-us/articles/11442951925143-AudioEye-Managed-for-Municipal-Websites-Hosted-by-CivicPlus)
- [AudioEye - Managed for Recreation Management Solution \(/hc/en-us/articles/11445051334039-AudioEye-Managed-for-Recreation-Management-Solution\)](/hc/en-us/articles/11445051334039-AudioEye-Managed-for-Recreation-Management-Solution)
- [AudioEye Off-Platform Solution \(/hc/en-us/articles/18711379311895-AudioEye-Off-Platform-Solution\)](/hc/en-us/articles/18711379311895-AudioEye-Off-Platform-Solution)
- [CivicHR Terms \(/hc/en-us/articles/10992695026327-CivicHR-Terms\)](/hc/en-us/articles/10992695026327-CivicHR-Terms)
- [Civil Space Terms \(/hc/en-us/articles/10992639239191-Civil-Space-Terms\)](/hc/en-us/articles/10992639239191-Civil-Space-Terms)
- [Code Enforcement, Licensing, and Permitting \(CivicGov\) Terms \(/hc/en-us/articles/10991406217751-Code-Enforcement-Licensing-and-Permitting-CivicGov-Terms\)](/hc/en-us/articles/10991406217751-Code-Enforcement-Licensing-and-Permitting-CivicGov-Terms)
- [Codification and Supplements \(Municode\) Terms of Use \(/hc/en-us/articles/10990583454487-Codification-and-Supplements-Municode-Terms-of-Use\)](/hc/en-us/articles/10990583454487-Codification-and-Supplements-Municode-Terms-of-Use)
- [CommonLook - PDF Remediation Services \(/hc/en-us/articles/16955740305559-CommonLook-PDF-Remediation-Services\)](/hc/en-us/articles/16955740305559-CommonLook-PDF-Remediation-Services)
- [Community Engagement Consulting \(/hc/en-us/articles/26244700435479-Community-Engagement-Consulting\)](/hc/en-us/articles/26244700435479-Community-Engagement-Consulting)
- [Mass Notification System \(CivicReady\) Terms \(/hc/en-us/articles/10990939416727-Mass-Notification-System-CivicReady-Terms\)](/hc/en-us/articles/10990939416727-Mass-Notification-System-CivicReady-Terms)
- [Municipal Websites \(CivicEngage\) Terms \(/hc/en-us/articles/10990052544791-Municipal-Websites-CivicEngage-Terms\)](/hc/en-us/articles/10990052544791-Municipal-Websites-CivicEngage-Terms)
- [Process Automation and Digital Services \(CivicOptimize\) Terms \(/hc/en-us/articles/10991039980439-Process-](/hc/en-us/articles/10991039980439-Process-Automation-and-Digital-Services-CivicOptimize-Terms)

Automation-and-Digital-Services-CivicOptimize-Terms)

Recreation-Management-CivicRec-Terms)

- Public Records Request Software (NextRequest) Terms (/hc/en-us/articles/21383753592471-Public-Records-Request-Software-NextRequest-Terms)
- Recreation Management (CivicRec) Terms (/hc/en-us/articles/10990154229399-
- Self-Publishing Software Terms (/hc/en-us/articles/10990787413399-Self-Publishing-Software-Terms)
- Social Media Archiving (ArchiveSocial) Terms (/hc/en-us/articles/10991511532567-Social-Media-Archiving-ArchiveSocial-Terms)

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Attachment: CivicPlusCivicClerkFullContract (15265 : CivicPlus Contract for CivicClerk)

Attachment to "Contract" Between Riley County (hereinafter "County"), and CivicPlus (hereinafter "Contractor").

CONTRACTUAL PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being dated the ____ day of December, 2024 ("contract").

1. **TERMS HEREIN CONTROLLING PROVISIONS.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract and any other document relating to and a part of the contract in which this attachment is incorporated, including the CivicPlus Master Services Agreement, CivicPlus Solutions and Services Terms and Conditions, and CivicPlus Agenda Meetings and Management (CivicClerk and Municode Meetings) Terms. All terms hereof survive termination of the contract.
2. **AGREEMENT WITH KANSAS LAW.** It is agreed by and between the undersigned that all disputes and matters whatsoever arising under, in connection with or incident to the contract shall be litigated, if at all, in and before a state Court located in the State of Kansas, County of Riley, or if in Federal Court, at a Federal Court located in Topeka, Kansas, to the exclusion of the Courts of any other states or country. All contractual promises shall be subject to, governed by, and construed according to the laws of the State of Kansas, without reference to its conflict of laws principles. Both parties submit to venue and jurisdiction in these courts. In the event an action or claim arises outside of the exclusive jurisdiction specified herein which names County as a party, Contractor agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein and otherwise to take any and all reasonable actions to achieve County's objectives of this provision.
3. **CASH BASIS AND BUDGET LAWS.** The right of the County to enter into the Contract is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. The Contract shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of the Contract the County reserves the right to unilaterally terminate the Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of such laws. Any Contract for a term of more than one year shall be interpreted by the parties to provide County the sole option to renew that Contract before the end of each one year term.
4. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION.** If, in the judgment of the Riley County Commissioners, after consultation with their Budget and Finance Officer or other county officials, sufficient funds are not appropriated to continue the function performed in the contract and for the payment of the charges hereunder, County may terminate the contract at the end of its current fiscal year. Termination shall be effective 30 days after County mails written notice to Contractor. In the event of such termination, County agrees to give written notice of termination to contractor. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor. Notwithstanding the foregoing, in the event of termination due to non-funding, County shall be responsible for any outstanding invoices or fees or for services already performed, and all such amounts owed shall become due

immediately.

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. **ARBITRATION, DAMAGES, WARRANTIES.** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the County does not agree to pay attorney fees and late payment charges
7. **TERM AND TERMINATION.**
 - 7.1. **Term.** This Contractual Provisions Attachment shall be effective as of its date of execution by the parties and shall remain in effect during the term of the Contract, or until terminated either for convenience, breach or default, as set out herein. Thirty (30) days written notice to the breaching party is required.
 - 7.2. **Termination for Cause.** If Contractor shall fail to fulfill in a timely and proper manner its obligations under the Contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of the Contract, County shall thereupon have the right to terminate the Contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in the Contract and any appendices, exhibits or amendments thereto, if any.
 - 7.3. Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of the Contract by Contractor.
 - 7.4. **Termination for Convenience.** County may terminate the Contract in whole or in part, upon sixty (30) days written notice to Contractor, stating the effective date of the termination for convenience.
 - 7.5. **Payment Calculation Upon Termination.** In the event of termination under the Contract by either party, any amount owed Contractor will be calculated based solely upon payment for fair value of acceptable services provided by Contractor to the point of termination, which fair value is not the subject of a good faith dispute. That determination of fair value of acceptable services shall be made solely by County.
8. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment

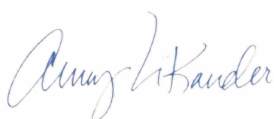
compensation from payments made by County to Contractor. Contractor shall supply all labor, equipment, supplies and materials necessary to complete the required services, at Contractor's sole expense.

9. **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. Notwithstanding the foregoing, in no even shall such prior written consent be unreasonably withheld.
10. **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.
11. **SURVIVABILITY.** All terms of this Contractual Provisions Attachment shall survive termination of the Contract.

Contractor

County

BOARD OF COUNTY COMMISSIONERS
OF RILEY COUNTY, KANSAS

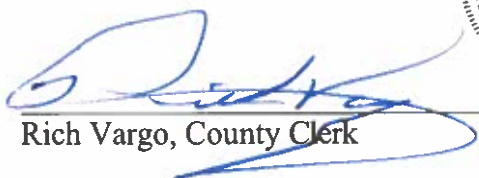
By: 
Print Name: Amy Vikander
Title: SVP of Customer Success

By: 
John Ford, Chairman

12/12/2024
Date

12-4-24
Date

ATTEST:


Rich Vargo, County Clerk



Approved as to Form

By: 
Bryant Parker
Deputy Riley County Counselor

12/11/2024
Date

Attachment: CivicPlusCivicClerkFullContract (15265 : CivicPlus Contract for CivicClerk)



**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 23, 2024

SUBJECT: Sign Riley County Employee Action Form(s)

PRESENTER: Elizabeth Ward, Human Resources Director

Enclosures:

- 2024-12 EMS KWard EAF (DOCX)
- 2024-12 Treasurer THolcomb EAF (DOCX)
- 2024-12 Appraiser CHarris EAF (DOCX)

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Kailey Ward**Status Change Date:** 01/03/2025**Status Change:** Separation**Date of Hire:** 04/01/2024**Seniority:** 0 Year(s), 8 Month(s)**Position:** EMT**Position Type:** EMS**Pay Range:** EMT**Pay Type:** Hourly**Base Rate:** \$17.20**Annualized Pay:** \$63,640.00**Funds Codes:** 1- General/20- EMS, Ambulance**Supervisor:** Dustin Cassel**Department Head:** David Adams

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-12 EMS K Ward EAF (15260 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Tasha Holcomb**Status Change Date:** 12/21/2024**Status Change:** Promotion**Date of Hire:** 04/18/2022**Seniority:** 2 Year(s), 8 Month(s)**Position:** Customer Svc Rep II**Position Type:** Regular Full Time**Pay Range:** Range 5**Pay Type:** Hourly**Base Rate:** \$21.67**Annualized Pay:** \$45,073.60**Funds Codes:** 1- General/7- Treasurer**Supervisor:** Donna Borgerding**Department Head:** Shilo Heger

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-12 Treasurer THolcomb EAF (15260 : Employee Action Form (Green Sheet))

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Carley Harris**Status Change Date:** 12/21/2024**Status Change:** Promotion**Date of Hire:** 03/11/2024**Seniority:** 0 Year(s), 9 Month(s)**Position:** Appraiser II- Residential**Position Type:** Regular Full Time**Pay Range:** Range 8**Pay Type:** Hourly**Base Rate:** \$25.05**Annualized Pay:** \$52,104.00**Funds Codes:** 1- General/22- Appraiser**Supervisor:** Danny Williams**Department Head:** Anna Burson

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-12 Appraiser CHarris EAF (15260 : Employee Action Form (Green Sheet))



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
December 30, 2024**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

Review Tentative Agenda

Press Conference Topics

9:00 AM

Bryant Parker, Counselor/Director of Administrative Services

1. Administrative Work Session

9:20 AM

Board of County Commissioners

2. Discuss Law Board resident appointment

9:30 AM

Press Conference

9:35 AM

Bryant Parker, Counselor/Director of Administrative Services

3. 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: 12-30-24 tentative agenda (14259 : Tentative Agenda)



**Board of Riley County
Commissioners
Regular Meeting
TENTATIVE Agenda
January 02, 2025**

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

Cindy Kabriel
785-565-6200

Commission Chambers

8:30 AM

[District 1 – John Ford, Chair](#)

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

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

8:30 AM

Call to Order

Pledge of Allegiance

Public Comment

Commission Comments

Business Meeting

Review Minutes

1. Board of Riley County Commissioners - Regular Meeting - May 1, 2014 8:30 AM

Review Tentative Agenda

Press Conference Topics

9:00 AM

Elizabeth Ward, Human Resources Director

2. Human Resources update

9:15 AM

Michael Boller, Noxious Weed Director

3. Staff update

9:30 AM

Anna Burson, Appraiser

4. Staff update

9:45 AM

Evan McMillan, Assistant County Engineer

5. Sales tax RFQ

10:00 AM

Amanda Webb, Planning/Special Projects Director

6. Staff update

10:15 AM

Bryant Parker, Counselor/Director of Administrative Services

7. Administrative Work Session

Attachment: 01-02-25 tentative agenda (14259 : Tentative Agenda)

10:30 AM Danielle Dulin, Manhattan City Manager

8. General update City of Manhattan

11:00 AM Jan Scheideman, Child Care Supervisor

9. ECBG Grant application for FY26

11:05 AM Bryant Parker, Deputy County Counselor

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

Adjournment

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



**COUNTY CLERK &
ELECTIONS**
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 23, 2024

SUBJECT: Request to Fill Internally - Opioid Education and Prevention Specialist

PRESENTER: Shanika Rose, Health Educator

BACKGROUND

In December 2018, Riley County first employed an Opioid prevention Intern to combat the growing use and misuse of opioids in our county. In August of 2023, the County decide to hire a part time, grant funded Community Health Educator for 240 total hours.

By December of 2023, the County was aware of the growing need and began to partner with other local governments to expand the position to part time at 1040 hours a year.

Most recently the County Commissioners approved expanding this position yet again, in both duties and hours. The Health Education division proposed a new job description for a Opioid Education and Prevention Specialist who would facilitate a nationally recognized curriculum in Riley County 30 hours per week on average, for a total of 1560 hours per year. The most recent expansion is effective for 2025.

DISCUSSION

Jenni Ebert began working for Riley County on September 25, 2023 as a very part time employee, working to normalize opioid education and conversations in the schools in the Wildcat region. She has continued in the role as its hours were expanded. She has also taken on a similar role for Pottawattamie County.

The Health Educator and Health Department Director have assessed the job requirements and the

curriculum and believe Jenni is the ideal candidate for this new, expanded role for the following reasons:

1. Expertise and Knowledge Jenni has shown a depth of knowledge in opioid education and prevention strategies. She is well-versed in the latest research, best practices, and evolving trends in opioid misuse prevention. This expertise has allowed her to design and implement an effective education program tailored to diverse audiences.

2. Leadership and Initiative In addition, Jenni takes the initiative to expand the scope of her role. She has led the Substance Misuse Prevention Sub Committee as the chair. Her leadership has not only increased program reach but also enhanced its overall effectiveness.

3. Impact and Results Through Jenni's efforts, we have seen measurable outcomes that underscore her contribution to our mission. For example:

- 36 Opioid education presentations reaching 1899 people (this doesn't include informational meetings with community partners)
- Collaboration and communication with community partners has increased the discussion of policy, system, and environmental changes their agency can make to include safety around responding to an opioid related crisis

4. Collaboration and Teamwork Jenni excels in fostering collaborative relationships with internal and external partners. She has successfully partnered with 56 community partners to broaden the impact of our programs and build sustainable community initiatives. Her ability to engage others and build consensus has been critical to the success of our projects.

5. Commitment to Professional Development Jenni continually seeks opportunities for growth, attending professional development sessions, conferences, and obtaining certifications relevant to their field. Her commitment to staying ahead of the curve has directly benefited our program and enhanced her ability to mentor colleagues and educate the citizens of Riley County.

FISCAL IMPACT

The position is included in the 2025 budget and is fully grant funded.

The personnel budget projections for 2025 would not be affected by these changes.

RECOMMENDATION(S)

I recommend the Board of County Commissioners approve the promotion of Jenni Ebert into the expanded role of Opioid Education and Prevention Specialist.

POSSIBLE MOTION(S)

I move to approve the promotion of Jenni Ebert into the expanded role of Opioid Education and Prevention Specialist.

I move to deny the promotion of Jenni Ebert into the expanded role of Opioid Education and Prevention Specialist, and instead open the position for recruitment.

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Opioid Education and Prevention Specialist Position Description (PDF)
- 2024-12 HD JEbert EAF (DOCX)
- 7-2024 Opioid Education & Prevention Specialist (PDF)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	OPIOID EDUCATION AND PREVENTION SPECIALIST		
Department:	Health Department	Division:	Admin
Reports To:	Health Educator		
Pay Grade:	6	Status:	Part Time
FLSA Status:	Non-Exempt		

POSITION SUMMARY: The Opioid Education and Prevention Specialist will be responsible for developing, implementing, and evaluating opioid education and prevention programs using nationally recognized curriculum and best practices. This role involves working closely with schools, community organizations, diverse communities of interest, healthcare providers, and local government to address opioid misuse and its impact on the community. The specialist will deliver a proven curriculum, educational workshops, create prevention materials, and provide resources to promote healthy, drug-free lifestyles

ESSENTIAL FUNCTIONS:

- Research, recommend and implement a nationally recognized comprehensive opioid education and prevention curriculum
- Create and disseminate educational materials such as brochures, presentations, and online content consistent with chosen curriculum.
- Implement evidence-based strategies and best practices in opioid misuse prevention.
- Effectively educate and reduce opioid misuse within schools, community organizations, and diverse communities of interest.
- Facilitate access to prevention resources and services between the community and healthcare providers.
- Create data driven, meaningful reports, presentations and program offerings to affect opioid misuse.
- Become the Subject Matter Expert for Riley County constituents on the prevention of opioid misuse.
- Drive policy and practice that reduces opioid misuse at the local, state and national level.
- Identify and secure funding to support program initiatives.
- Allocate resources effectively with precedence on effect on reducing opioid misuse in Riley County.
- Other duties as assigned

POSITION REQUIREMENTS: Required within 10 days of employment: TB screening including screening for *M. tuberculosis* infection, Proof of hepatitis B immunity, vaccine, or vaccine series started, proof of MMR, varicella, Tdap vaccinations, or immunity.

Bilingual employee may become certified medical interpreter to reach LEP clients.

Education: High school diploma or equivalent required. Associate degree in a health or related field preferred. Completion of Community Health Worker training preferred.

Experience: 1 year health education experience required. Experience facilitating curriculum-based learning preferred. 1 year multicultural experience required. 1 year experience in community health work preferred.

Skills: Proficiency in English required and a language other than English preferred. Ability to provide timely constructive feedback that is clear and direct; ability to describe the impact of actions and check for understanding. Effectively influence community members to act on the program objectives. Ability to recognize and reinforce developmental efforts, progress, and improvements. Cultural competence and respect for opinions of others with a strong commitment to diversity. Ability to be effective with conflicting individuals or groups. Ability to work

effectively with minimal supervision. Ability to stay focused on tasks despite distractions and interruptions. Ability to prioritize to ensure that deadlines are met.

Willingness to learn new methods, procedures, or techniques, resulting from departmental or organization-wide change. Demonstrates willingness and flexibility to work outside normal schedules, routines, and duties.

Conforms to HIPAA privacy regulations specific to position held. Disclosures are only allowed as necessary for treatment to providers and/or Business Associates, for billing, health care operations or as required by law. May need to interact with the following departments for allowable access to PHI: All County Departments. May have to work outside of normal work hours and use of personal vehicle may be required.

Physical Demands: The physical demands described represent those required to successfully perform the essential functions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Balance is required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms; climb; stoop, kneel, crouch, or crawl; talk and hear from both ears; smell. The employee occasionally lifts/pushes/pull 25lbs, frequently lifts 10-25lbs and constant lift of up to 10lbs. Vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

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

Employee is subject to hazards including blood borne and air borne pathogens and a variety of physical conditions, such as proximity to moving mechanical parts, moving vehicles, electrical current, or exposure to chemicals. Employee is subject to atmospheric conditions, such as fumes, odors, dust, mists, gases, or poor ventilation. The noise level in the work environment is usually considered normal.

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

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

RILEY COUNTY EMPLOYEE ACTION FORM

Company Code: 166733

Full Legal Name: Jenni Ebert**Status Change Date:** 12/21/2024**Status Change:** Increased Hours**Date of Hire:** 09/25/2023**Seniority:** 1 Year(s), 2 Month(s)**Position:** Community Health Educator**Position Type:** Regular Full Time**Pay Range:** Range 4**Pay Type:** Hourly**Base Rate:** \$19.75**Annualized Pay:** \$52,104.00**Funds Codes:** 30-Health Department/400-HD General/982-Opioid HD**Supervisor:** Shanika Rose**Department Head:** Diane Creek

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-12 HD JEbert EAF (15262 : Request to Fill Internally - HD)

Requisition Approval Process

Submitted by Julie Gibbs on 06/27/2024 at 10:57 AM

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template Opioid Education and Prevention Specialist [OPED]	Work Location Health Department/EMS
Job ID 2550480	Salary \$20.74 - \$22.54 D.O.Q.	Supervisor Position No
Pay Grade RANGE 6 [RANGE 6]	EEO Class Administrative Support [6]	Workers Compensation 8810 [8810]
Cost Center 1 Health Department [30]	Cost Center 2 HD-General [400]	Cost Center 3 -
1 Job Slot OPIOID -1		

Supervisor: Shanika Rose

Department Head: Julie Gibbs

☐ No changes to Position or Budget

☒ Position Description attached

Total annual hours_1560

☐ Budgeted

☒ New or updated position description

☒ New request for budget (details attached)

Salary: \$35,163

Budget for Benefits: \$13,889

Total proposed annual budget: \$ 49,052

Additional Position Comments: _____

BoCC Chair _____
BoCC Member _____
BoCC Member _____

Date: 7-1-24
Date: 7-1-24
Date: 7-1-24

Original document stored in Human Resources

Revised 2023-01



**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 23, 2024

SUBJECT: Request to fill-extend position- Medical Clerk

PRESENTER: Diane Creek, Health Department Director

BACKGROUND

In 2021, Riley County received a grant to assist with clerical work in the public health clinic related to COVID-19. Since that time, the Health Department has received extensions of this grant approximately every 6 -12 months, which has allowed the BoCC to approve extending this temporary, part time position.

In early 2024, the Clinic staff and director decided this position would no longer be needed for clerical coverage of the clinic. However, with the transition of new leadership in the Health Department, combined with impending extended leave of current staff, a temporary, non-exempt full-time clerical position has been identified as necessary for extension.

Therefore, we request the extension of this position, with expanded full-time hours through March 28, 2025; all costs of the extension will be paid entirely through workforce development funds granted by the Centers for Disease Control and Prevention (CDC) and the Kansas Department of Health and Environment (KDHE).

DISCUSSION

As the first and final touchpoint for Clinic patients, the clerical team is responsible for ensuring quality and timely care. Walk-in hours have increased patient satisfaction, they also resulted in much more dynamic traffic patterns in the Clinic. This will be a significant challenge for one clerical staff to address satisfactorily, particularly during peak hours.

Currently the position is scheduled to end on December 20, 2024. The request is to extend the position through March 28, 7 pay periods for a total of 560 hours.

FISCAL IMPACT

The position and benefits are fully grant funded. The cost of extending the position would be \$18,951.91. The Health Department Director has worked closely with the Budget and Finance Officer to ensure the funds are available for this purpose.

The personnel budget projections for 2025 would not be affected by these changes.

RECOMMENDATION(S)

I recommend the Board of County Commissioners approve the extension of a full-time temporary clerical position of Medical Clerk in the Public Health Clinic through March 28, 2025.

POSSIBLE MOTION(S)

I move to approve the extension of a full-time, temporary clerical position of Medical Clerk in the Public Health Clinic through March 28, 2025.

I move to deny the extension of the full-time temporary clerical position of Medical Clerk in the Public Health Clinic through March 28, 2025.

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- Medical Clerk position description (PDF)
- 2024-12 HD Medical Clerk PAF (DOCX)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	MEDICAL CLERK	
Department:	Health Department	Division: Clinic
Reports To:	Clinic Supervisor	
Pay Grade:	5	Status: Full Time Temporary with Option to Extend
FLSA Status:	Non-Exempt	

POSITION SUMMARY: The Medical Clerk is responsible for data entry, filing, directing telephone calls, and multiple clerical/receptionist duties. Work requires good judgment, multi-tasking and professionalism. This person provides cheerful, helpful reception to all and register/check-in clients.

ESSENTIAL FUNCTIONS:

- Operate office equipment to fulfill the duties of typing, filing, photocopying, and facsimile communication as required.
- Sort and distribute daily mail in order to facilitate replies.
- Record and relay accurate messages to facilitate communications within the office and with the general public.
- Greet and disseminate information to the public as instructed.
- Check-out clients/money collection/receipt writing.
- Separate completed charts following clinic (i.e., filing, consults, doctor's signature, etc.)
- Schedule appointments for patients.
- Send out appropriate forms to clients prior to appointment for family planning exams, COVID19 testing and vaccination, and immunization or physical assessment appointments.
- Answer phones and provide accurate information to public
- Participate in COVID19 pandemic and other emergency response efforts.
- Assist with COVID19 testing and vaccination data entry and reporting requirements.
- Conform to HIPAA privacy regulations specific to position held.
- Other duties as assigned.

SECONDARY FUNCTIONS:

- Ensure copy machine, computer, and other equipment is in working order. Coordinates for service repairs.
- Coordinate packing and paperwork for health department satellite clinics.
- Attends staff meetings.

POSITION REQUIREMENTS:

Education: A high school diploma or GED required.

License(s)/Certification(s):

Experience: At least 1- year medical receptionist office experience required. Experience with the operation of specialized office equipment, particularly computers is required. Recent experience in medical billing and coding is helpful. Appropriate combination of education and training may be considered in lieu of the required experience.

Skills: Demonstrated ability in typing and knowledge of basic or commonly used office rules, procedures and operations. Must have ability to work with the public. Must understand and demonstrate basic computer skills. Bilingual English/Spanish is helpful.

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

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

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

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

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

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

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

While performing the duties of this job, the employee is required to sit; use hands to finger, handle, reach with hands and arms; talk and hear with both ears. The employee must occasionally lift/pushes/pulls 20-50lbs, frequently lifts up of 10-25lbs and constant lift of up to 10lbs. Specific vision abilities include close vision and color identification.

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

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

Approved: _____ Date: _____
(Supervisor)

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

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

RILEY COUNTY POSITION ACTION FORM

Requisition Approval Process

Submitted by Rachel Wyat on 12/19/2024 at 06:21 AM

Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)

Company

Riley County, KS

Position Template

Medical Clerk [MEDCLK]

Work Location

Health Department/EMS

Job ID

2929117

Salary

\$20.74-\$22.54

Supervisor Position

No

Pay Grade

RANGE 5 [RANGE 5]

EEO Class

Paraprofessionals [5]

Workers Compensation

8832 [8832]

Cost Center 1

Health Department [30]

Cost Center 2

HD-General [400]

Cost Center 3

--

1 Job Slot

MEDICAL-1

Supervisor: Jacob Clarke

Department Head: Diane Creek

☒ No changes to Position or Budget☒ Position Description attachedTotal annual hours: 2080☒ Budgeted☐ New or updated position description☐ New request for budget (details attached)

Salary: \$46,883.20

Budget for Benefits: \$18,518.86

Total proposed annual budget: \$65,402.06

Additional Position Comments: _____

BoCC Chair

Date: _____

BoCC Member

Date: _____

BoCC Member

Date: _____

Attachment: 2024-12 HD Medical Clerk PAF (15261 : Request to Fill - HD)



**COMMUNITY
CORRECTIONS**
Staff Update

Megan Lewis
Community Corrections Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

STAFF REPORT

FROM: Megan Lewis
MEETING: December 23, 2024
SUBJECT: Staff Update
PRESENTER: Megan Lewis

Please see the attached Power Point

Enclosures:

- Monthly Staff Report December 2024 (PPTX)



Riley County Community Corrections

Monthly Update

Juvenile Intake & Assessment Services (JIAS)

- 11 Intakes in November
 - 7 returned to parent/guardian
 - 1 placed with a relative/family friend
 - 1 placed in a Protective Home
 - 2 placed in Detention

FY25 Juvenile Intake & Assessment (Riley County)	Sep	Oct	Nov
Juvenile Offender	8	13	8
Status Offender (MIP, MIC, Runaway, Curfew, Truancy)	5	1	0
Child-In-Need-of-Care	6	8	3
Total	19	22	11
FY25 Juvenile Intake & Assessment (Clay County)	Sep	Oct	Nov
Juvenile Offender	1	0	0
Status Offender (MIP, MIC, Runaway, Curfew, Truancy)	0	1	0
Child-In-Need-of-Care	6	3	0
Total	7	4	0



Youth Court Immediate Intervention Program (YCIIP or IIP)

FY25 Youth Court IIP (Riley County)	Sep	Oct	Nov
Participants	44	44	34
Required Jurors	11	10	0
Volunteer Jurors	3	3	0
MDT Referrals	1	1	0
Total	59	58	34
FY25 Youth Court IIP (Clay County)	Sep	Oct	Nov
Participants	2	2	2
Required Jurors	1	0	0
Volunteer Jurors	0	0	0
MDT Referrals	0	0	0
Total	3	2	2



Juvenile Intensive Supervision

FY25 Juvenile Services (Riley County)	Sep	Oct	Nov
Juvenile Intensive Supervision	4	3	3
Juvenile Correctional Facility	1	1	2
Conditional Release	0	0	0
Courtesy Supervision Out	1	1	1
ICJ	0	0	1
Total	6	5	7
FY25 Juvenile Services (Clay County)	Sep	Oct	Nov
Juvenile Intensive Supervision	0	0	0
Juvenile Correctional Facility	0	0	0
Conditional Release	1	1	1
Courtesy Supervision Out	0	0	0
ICJ	0	0	0
Total	1	1	1



Adult Intensive Supervision

FY25 Adult Services	Sep	Oct	Nov
ISP	104	106	125
In Treatment	2	1	2
In Jail	13	12	9
Total	119	119	136
Absconder ADP	51	52	51



(Adult) Recovery Court

Drug Court started – 2/23/22

- 22 current participants
 - 17 Riley County Clients
 - 5 Clay County Clients
- A total of 51 participants since the start of the program
- 14 Participants have graduated from Riley County
- 7 Participants have graduated from Clay County
- 7 clients have been removed or revoked from Recovery Court
- Next Graduation is scheduled for January 22nd, 2025



Job Club

- Weekly program focused on helping justice involved individuals overcome barriers to employment
- Participants gain “soft skills” or employability skills
- Helps to gain knowledge of personal interests and skills
- Identify employment options based on experience and interests
- Develop effective interpersonal skills for the workplace
- Service provided by RCCC for over 10 years that has helped hundreds of justice involved community members secure stable employment



Job Club (continued)

- Job Club is held on Tuesday mornings at 9:00 am at the Manhattan Workforce Center
- During the month of November - 7 people participated in Job Club
- 3 out of 7 or 43% of those that participated obtained full time employment in the community
- 20 out of 29 of the Community Corrections clients that have attended Job Club from July through November have obtained employment – 69%



Other Updates

- Kansas Department of Corrections Comprehensive Plan due date is now March 15th, 2024 – previously these plans were due on May 1st.
- Program Review for all Programs is scheduled to start in January – Conducted by the Kansas Department of Corrections.





**COMMUNITY
CORRECTIONS**
Grant

Megan Lewis
Community Corrections Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

COMMISSION AGENDA REPORT

FROM: Jessie Hubbard, Administrative Assistant II, Riley County Community Corrections

MEETING: December 23, 2024

SUBJECT: CY25 Adult City Alcohol Grant

PRESENTER: Jessie Hubbard, Administrative Assistant II Riley County Community Corrections and/or Sandi Harper, Riley County Community Corrections

BACKGROUND

Riley County Community Corrections has received City Alcohol dollars since 2011. We applied for and were awarded funds for 2025.

DISCUSSION

We submitted an application requesting \$24,750.00 for our Adult Services program, and were awarded City Alcohol tax dollars in the amount of \$22,780.00. These funds are used to pay for drug and alcohol assessments, counseling and education courses for our clients. Additionally, it pays for drug testing supplies and services, as well as drug and alcohol related training for staff.

Attached is the Grant Agreement for your review and signature.

FISCAL IMPACT

Without these funds, we would not be able to assist our adult clients with drug and alcohol services.

RECOMMENDATION(S)

Approve the Adult Services City Alcohol Grant Agreement.

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:

- 2025 City Alcohol Grant Agreement - Adult Services (PDF)

2025 Special Alcohol Funds Grant Agreement



THIS AGREEMENT is hereby entered into this ___ day of December 2024, by and between the City of Manhattan, Kansas, a municipal corporation, (“City”), and **Riley County Community Corrections – Adult Services**, (“Recipient”).

WHEREAS, pursuant to K.S.A. 79-41a02 et seq., as amended, the City receives a portion of the State of Kansas alcoholic liquor sales tax (“Special Alcohol Funds”); and,

WHEREAS, pursuant to K.S.A. 79-41a04(d), a portion of the Special Alcohol Funds shall be expended only for the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers (“Services or Programs”); and,

WHEREAS, if the City receives the Special Alcohol Funds, the City’s Community Support Funds Advisory Board (“CSFAB”) makes recommendations to the City’s Governing Body on how to distribute and grant the Special Alcohol Funds in compliance with state law; and,

WHEREAS, Recipient submitted a funding request, which CSFAB recommended the Governing Body approve, and which the Governing Body approved (“Approved Request”); and,

WHEREAS, the Governing Body has authorized the City Manager to execute the 2025 Special Alcohol Funds grant agreements with respective agencies consistent with the Governing Body’s funding approval.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Agreement term is from January 1, 2025, through December 31, 2025, unless terminated earlier.
2. The City shall provide funds to Recipient in the amount of **\$22,780.00** (“Grant Funds”) from the Special Alcohol Funds, subject to the availability of such funds as described in Section 8. The total amount will be paid in four equal installments of **\$5,695.00** each on or before March 15, June 15, September 15, and December 15, 2025. Recipient shall return to the City any Grant Funds that are unused as of December 31, 2025, to the City by January 31, 2026.
3. Recipient shall use the Grant Funds only for the Services or Programs, pursuant to the limitations as stated in K.S.A. 79-41a04(d), as described in the Approved Request, attached as Exhibit A and incorporated by reference. If Recipient uses the Grant Funds for any other purpose, the City may refuse to pay any installment(s). Recipient must receive the City’s prior approval for

deviation from the Approved Request.

4. The City may request site visits from Recipient that the City deems necessary to confirm compliance with this Agreement. Site visits will be performed within 30 calendar days of the City's request(s). The City may request financial data, including revenues, expenses, assets, liabilities, or cash balances for the previous fiscal year, from Recipient that the City deems necessary to assist it in analyzing Recipient's financial condition and to confirm compliance with this Agreement. All reports submitted to the City may be a public record subject to disclosure pursuant to the Kansas Open Records Act, K.S.A. 45-215 et seq. If Recipient fails to participate in any site visit or fails to provide complete or accurate information or reports as required by this Agreement by the relevant deadline, the City may refuse to pay any installment(s).
5. Recipient shall have administrative control of the Grant Funds it receives. To identify that it receives funding from the City, Recipient shall include the following statement, "Funding in part provided by the City of Manhattan" on all of its official correspondence, reports, and other literature associated with the Services and Programs.
6. The City's provision of the Grant Funds to Recipient is based upon Governing Body approval and the provision of Special Alcohol Funds to the City by the State of Kansas. The Governing Body's failure or refusal to authorize the release of the Grant Funds shall not constitute a breach of this Agreement but shall merely indicate the City's intention to terminate the Agreement. If the State of Kansas does not provide the City with any, or all, Special Alcohol Funds as anticipated by the City, the City may eliminate all or some of the Grant Funds due to Recipient.
7. Recipient agrees to comply with applicable federal, state, and local laws, regulations, and ordinances in its performance of the Services or Programs.
8. K.S.A. 44-1030 requires that every contract executed by the City for the acquisition of materials, equipment, supplies, or services contain the following provisions: (1) Recipient shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry; (2) in all solicitations or advertisements for employees, Recipient shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission; (3) if Recipient fails to comply with the manner in which Recipient reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Recipient shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; (4) if Recipient is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, Recipient shall be deemed to have breached this Agreement and it may be terminated or suspended, in whole or in part, by the City; and (5) Recipient shall include the provisions of subsections (a)(1) through (4) in every subcontract.

purchase order so that such provisions will be binding upon such subcontractor or vendor. Provided that, this requirement does not apply to a contract entered into by contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

9. This Agreement is subject to, and governed by, the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with the Agreement shall be in Riley County, Kansas, or the U.S. District Courts of Kansas.
10. The City shall not agree to defend, hold harmless or indemnify any contractor or third party for any acts or omissions. The City's liability is defined under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.
11. This Agreement must comply with the Kansas Cash Basis Law, K.S.A. 10-1101 et seq.
12. This Agreement is the final and exclusive statement of the parties' agreement on the matters contained in this Agreement. It supersedes all previous negotiations and agreements. The parties may amend this Agreement only by an agreement in writing that both parties execute.
13. Recipient shall not assign its rights or delegate its performance under this Agreement without the City's prior consent.
14. Either party may terminate this Agreement upon 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of December 2024.

CITY OF MANHATTAN, KS

Riley County Community Corrections – Adult Services

By: _____
Danielle Dulin, City Manager

By: _____
Megan Lews, Director

By: _____
John Ford, Riley County Commission Chair

Attest:

Attest:

Brenda K. Wolf, CMC, City Clerk

Rich Vargo, County Clerk





**COMMUNITY
CORRECTIONS**
Grant

Megan Lewis
Community Corrections Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6380

COMMISSION AGENDA REPORT

FROM: Jessie Hubbard, Administrative Assistant II, Riley County Community Corrections

MEETING: December 23, 2024

SUBJECT: CY25 Juvenile City Alcohol Grant

PRESENTER: Jessie Hubbard, Administrative Assistant II Riley County Community Corrections and/or Sandi Harper, Riley County Community Corrections

BACKGROUND

Riley County Community Corrections has received City Alcohol dollars since 2011.

DISCUSSION

We were awarded City Alcohol tax dollars for the Juvenile Services program in the amount of \$5,750.00, which is the full amount we requested. These funds are used to pay for drug and alcohol assessments, counseling and education courses for our clients. Additionally, it pays for drug testing supplies and services, as well as drug and alcohol related training for staff.

Attached is the Grant Agreement for your review and signature.

FISCAL IMPACT

Without these funds, we would not be able to assist our juvenile clients with drug and alcohol services.

RECOMMENDATION(S)

Approve the Juvenile Services City Alcohol Grant Agreement.

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:

- 2025 City Alcohol Grant Agreement - Juvenile Services (PDF)

2025 Special Alcohol Funds Grant Agreement



THIS AGREEMENT is hereby entered into this ___ day of December 2024, by and between the City of Manhattan, Kansas, a municipal corporation, (“City”), and **Riley County Community Corrections – Juvenile Services**, (“Recipient”).

WHEREAS, pursuant to K.S.A. 79-41a02 et seq., as amended, the City receives a portion of the State of Kansas alcoholic liquor sales tax (“Special Alcohol Funds”); and,

WHEREAS, pursuant to K.S.A. 79-41a04(d), a portion of the Special Alcohol Funds shall be expended only for the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers (“Services or Programs”); and,

WHEREAS, if the City receives the Special Alcohol Funds, the City’s Community Support Funds Advisory Board (“CSFAB”) makes recommendations to the City’s Governing Body on how to distribute and grant the Special Alcohol Funds in compliance with state law; and,

WHEREAS, Recipient submitted a funding request, which CSFAB recommended the Governing Body approve, and which the Governing Body approved (“Approved Request”); and,

WHEREAS, the Governing Body has authorized the City Manager to execute the 2025 Special Alcohol Funds grant agreements with respective agencies consistent with the Governing Body’s funding approval.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The Agreement term is from January 1, 2025, through December 31, 2025, unless terminated earlier.
2. The City shall provide funds to Recipient in the amount of **\$5,750.00** (“Grant Funds”) from the Special Alcohol Funds, subject to the availability of such funds as described in Section 8. The total amount will be paid in four equal installments of **\$1,437.50** each on or before March 15, June 15, September 15, and December 15, 2025. Recipient shall return to the City any Grant Funds that are unused as of December 31, 2025, to the City by January 31, 2026.
3. Recipient shall use the Grant Funds only for the Services or Programs, pursuant to the limitations as stated in K.S.A. 79-41a04(d), as described in the Approved Request, attached as Exhibit A and incorporated by reference. If Recipient uses the Grant Funds for any other purpose, the City may refuse to pay any installment(s). Recipient must receive the City’s prior approval for

deviation from the Approved Request.

4. The City may request site visits from Recipient that the City deems necessary to confirm compliance with this Agreement. Site visits will be performed within 30 calendar days of the City's request(s). The City may request financial data, including revenues, expenses, assets, liabilities, or cash balances for the previous fiscal year, from Recipient that the City deems necessary to assist it in analyzing Recipient's financial condition and to confirm compliance with this Agreement. All reports submitted to the City may be a public record subject to disclosure pursuant to the Kansas Open Records Act, K.S.A. 45-215 et seq. If Recipient fails to participate in any site visit or fails to provide complete or accurate information or reports as required by this Agreement by the relevant deadline, the City may refuse to pay any installment(s).
5. Recipient shall have administrative control of the Grant Funds it receives. To identify that it receives funding from the City, Recipient shall include the following statement, "Funding in part provided by the City of Manhattan" on all of its official correspondence, reports, and other literature associated with the Services and Programs.
6. The City's provision of the Grant Funds to Recipient is based upon Governing Body approval and the provision of Special Alcohol Funds to the City by the State of Kansas. The Governing Body's failure or refusal to authorize the release of the Grant Funds shall not constitute a breach of this Agreement but shall merely indicate the City's intention to terminate the Agreement. If the State of Kansas does not provide the City with any, or all, Special Alcohol Funds as anticipated by the City, the City may eliminate all or some of the Grant Funds due to Recipient.
7. Recipient agrees to comply with applicable federal, state, and local laws, regulations, and ordinances in its performance of the Services or Programs.
8. K.S.A. 44-1030 requires that every contract executed by the City for the acquisition of materials, equipment, supplies, or services contain the following provisions: (1) Recipient shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry; (2) in all solicitations or advertisements for employees, Recipient shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission; (3) if Recipient fails to comply with the manner in which Recipient reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Recipient shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; (4) if Recipient is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, Recipient shall be deemed to have breached this Agreement and it may be terminated or suspended, in whole or in part, by the City; and (5) Recipient shall include the provisions of subsections (a)(1) through (4) in every subcontract.

purchase order so that such provisions will be binding upon such subcontractor or vendor. Provided that, this requirement does not apply to a contract entered into by contractor: (1) Who employs fewer than four employees during the term of such contract; or (2) whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

9. This Agreement is subject to, and governed by, the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with the Agreement shall be in Riley County, Kansas, or the U.S. District Courts of Kansas.
10. The City shall not agree to defend, hold harmless or indemnify any contractor or third party for any acts or omissions. The City's liability is defined under the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.
11. This Agreement must comply with the Kansas Cash Basis Law, K.S.A. 10-1101 et seq.
12. This Agreement is the final and exclusive statement of the parties' agreement on the matters contained in this Agreement. It supersedes all previous negotiations and agreements. The parties may amend this Agreement only by an agreement in writing that both parties execute.
13. Recipient shall not assign its rights or delegate its performance under this Agreement without the City's prior consent.
14. Either party may terminate this Agreement upon 30 days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of December 2024.

CITY OF MANHATTAN, KS

Riley County Community Corrections – Juvenile Services

By: _____
Danielle Dulin, City Manager

By: _____
Megan Lewis, Director

By: _____
John Ford, Riley County Commission Chair

Attest:

Attest:

Brenda K. Wolf, CMC, City Clerk

Rich Vargo, County Clerk





**EMERGENCY
MANAGEMENT/FIRE**
Personnel

Russel Stukey
Emergency Management Director
115 North 4th Street
Manhattan, KS 66502
Phone: 785-537-6333

COMMISSION AGENDA REPORT

FROM: Laurie Harrison, Emerg Mgmt Asst Director

MEETING: December 23, 2024

SUBJECT: Request to fill Emergency Management Planner position

PRESENTER: Russel Stukey, Emerg Mgmt Director

BACKGROUND

The Emergency Management Planner position became vacant on December 12, 2024.

DISCUSSION

This position plays an important part in accomplishing the mission of Emergency Management. This position is vital to maintaining County emergency plans, Department COOP plans, Emergency Action Guides, Developing and conducting exercises with partner agencies and stakeholders, maintaining a database of hazardous materials, assisting with emergency preparedness presentations, and assisting in disaster response.

FISCAL IMPACT

This position is in the approved 2025 budget and funded by Emergency Management Performance Grant. There would be no fiscal impact.

RECOMMENDATION(S)

Emergency Management staff recommends filling the open position of Emergency Management Planner

POSSIBLE MOTION(S)

Move to approve the requisition to fill the Emergency Management Planner position for recruitment.

Move to deny

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- 2024-12 EM EM Planner PAF (DOCX)
- Emergency Management Planner Position Description (PDF)

RILEY COUNTY POSITION ACTION FORM

Submitted by Laurie Harrison on 12/19/2024 at 04:46 AM

Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)

Company Riley County, KS	Position Template Emergency Management Planner I - Full Time [EMPI FT]	Work Location CPE Building
Job ID 2926746	Salary \$24.12-\$26.22	Supervisor Position No
Pay Grade RANGE 9 [RANGE 9]	EEO Class Paraprofessionals [5]	Workers Compensation 9410 [9410]
Cost Center 1 County General [1]	Cost Center 2 Emerg Mgnt [10]	Cost Center 3 --
1 Job Slot EMERGEN-1		

Supervisor: Laurie Harrison

Department Head: Russel Stukey

☒ No changes to Position or Budget

☒ Position Description attached

Total annual hours: 2080

☒ Budgeted

☐ New or updated position description

☐ New request for budget (details attached)

Salary: \$54,537.60

Budget for Benefits: \$21,542.35

Total proposed annual budget: \$76,079.95

Additional Position Comments: _____

BoCC Chair _____

Date: _____

BoCC Member _____

Date: _____

BoCC Member _____

Date: _____

Attachment: 2024-12 EM EM Planner PAF (15258 : Request to Fill Emergency Management)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	Emergency Management Planner I	
Department:	Emergency Management	Division:
Reports To:	Emergency Management Coordinator	
Pay Range:	9	Status: Full Time
FLSA Status:	Non-Exempt	

POSITION SUMMARY: The position is responsible for reviewing, updating and maintaining all of the county's emergency plans.

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

ESSENTIAL FUNCTIONS:

- Review, update, and maintain all county plans including
 - Emergency Operations Plan (EOP)
 - Continuation of Operations Plan (COOP)
 - Debris Management Plan
 - Mitigation Plan
 - Other plans as directed or required
- Serve as a resource for access to local, state and federal plans, policies and procedures, both public and private, which may impact the ability of the County to mitigate, prepare for, respond to and/or recover from disasters
- Work with the emergency management staff to develop plans using the national planning scenarios and capability-based planning to better develop all hazard plans.
- Work with emergency management staff to use plans in developing exercises
- Provide training regarding the plans to other response agency personnel
- Attend LEPC meetings
- Any other job related duties as assigned

POSITION REQUIREMENTS:

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

Required License(s)/Certification(s):

- The following are required within the first 12 months of employment:
 - ICS-100 Introduction to ICS
 - ICS-200 Basic ICS
 - IS-700 Introduction to NIMS
 - IS-800 National Response Framework
 - IS-120 An Introduction to Exercises
 - IS-230 Emergency Management Fundamentals

Updated 2018

- IS-235 Emergency Management Planning
- IS-240 Leadership & Influence
- IS-241 Decision Making & Problem Solving
- IS-242 Effective Communications
- IS-244 Developing & Managing Volunteers
- Valid Driver's License
- The following are required within the first 18 months of employment:
 - HSEEP (Homeland Security Exercise & Evaluation Program)

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

- Kansas Certified Emergency Manager (KCEM)

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

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



**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 23, 2024

SUBJECT: Request to Fill - EMT

PRESENTER: Josh Gering EMS Assistant Director

BACKGROUND

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

DISCUSSION

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

FISCAL IMPACT

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

RECOMMENDATION(S)

I recommend the Board of County Commissioners approve the requisition to fill the EMT position for recruitment.

POSSIBLE MOTION(S)

I move to approve the requisition to fill the EMT position for recruitment.

I move to deny the requisition to fill the EMT position for recruitment.

Move to modify

Move to table

No action required.

The Board agreed by consensus to

Enclosures:

- EMS -EMT Position Description (PDF)
- 2024-12 EMS EMT EAF (DOCX)

RILEY COUNTY, KANSAS JOB DESCRIPTION

Job Title:	Emergency Medical Technician (EMT) – Full Time and Part Time		
Department:	EMS/Ambulance Services		
Reports To:	EMS/Ambulance Station Captain		
Pay Grade:	EMT	Status:	Full Time/Part Time
FLSA Status:	Non-Exempt		

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

ESSENTIAL FUNCTIONS:

- Proficiently performs skills within the scope of practice of an EMT in a compassionate caring manner
- Proficiently performs BLS skills: basic airway management, statutorily allowed medication administration, three and 12-lead EKG placement. This list is not all inclusive.
- Ability to lead, anticipate and react to partners needs in support of patient care
- Ability to work independently, multi-task and manage a multi-casualty scene
- Maintains professional image and promotes harmonious relationships among EMS, health care and other public service personnel and encourages communication at all levels
- Accurate and timely documentation of the electronic medical record
- Shows initiative participating in routine shift duties (daily, weekly and monthly activities)
- Is available for event standby time per guidelines.

SECONDARY FUNCTIONS:

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

POSITION REQUIREMENTS:

Education: High School diploma or equivalent required. Successful completion of EMT training program required.

Certificate(s)/License(s):

- Department specific CPR credentialing within 180 days of hire.
- Valid Kansas Driver's License History of minimal violations. Satisfactory Motor Vehicle Record and insurability also required.
- Certified by the Kansas Board of Emergency Medical Services (KSBEMS) as an Emergency Medical Technician (EMT) obtained prior to hire date or job transfer date.

Skills:

Ability to appraise emergency medical services and making appropriate decisions that could affect the

Updated Jan 2023

Attachment: EMS -EMT Position Description (15264 : Request to Fill - EMT)

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

Supervisory Controls: The EMS/Ambulance Director/Assistant Director set overall goals and objectives develop the projects, deadlines and work assignments.

Supervisory Responsibility: None.

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

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

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

Personal Contacts: Many contacts are involved. These include local, state and federal officials both within the emergency medical/ambulance services and in other agencies, volunteers, emergency medical victims, news media, contractors, and private citizens. Contacts may be initiated by the EMS/Ambulance Director, by other officials, or by members of the public. They may be groups or individuals and may be scheduled in advance or impromptu at the workplace, other offices, the homes of citizens, or other locations throughout the County or State.

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

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

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

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

While performing the duties of this job, the employee is exposed to blood, body fluids, fumes, or airborne particles, and sharp objects potentially contaminated with blood borne pathogens or other infectious agents. The noise level in the work environment is usually moderate. Working environment may quickly change from an office setting, to an indoor acute care clinical setting or to an uncontrolled, unpredictable pre-hospital setting. May be exposed to extreme heat or cold environment, wet or slippery surfaces. May be exposed to patients with communicable diseases. Wears personal protective equipment as needed.

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

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

RILEY COUNTY POSITION ACTION FORM

Submitted by David Adams on 12/18/2024 at 10:12 AM
Elizabeth Ward, Final Approval

Internal Position Details (not displayed on job posting)		
Company Riley County, KS	Position Template EMT [EMSEMT]	Work Location Health Department/EMS
Job ID EMT	Salary \$17.85- \$19.40	Supervisor Position No
Pay Grade EMT [EMT]	EEO Class Technicians [3]	Workers Compensation 7705 [7705]
Cost Center 1 County General [1]	Cost Center 2 EMS/Ambulance [20]	Cost Center 3 --
1 Job Slot EMT-1		

Supervisor: Joshua Gering

Department Head: David Adams

☒No changes to Position or Budget

☒Budgeted

☐New request for budget (details attached)

☒Position Description attached

☐New or updated position description

Total annual hours: 2912

Salary: \$64,563.20

Budget for Benefits: \$35,502.46

Total proposed annual budget: \$90,065.66

Additional Position Comments: _____

BoCC Chair

Date: _____

BoCC Member

Date: _____

BoCC Member

Date: _____

Attachment: 2024-12 EMS EMT EAF (15264 : Request to Fill - EMT)



**COUNTY
COUNSELOR/ADMINISTRATIVE SERVICES**
Staff Update

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

STAFF REPORT

FROM: Bryant Parker, Riley County Counselor

MEETING: December 23, 2024

SUBJECT: Pending County Projects County Counselor

PRESENTER: Bryant Parker, Riley County Counselor

The County Counselor's Office plays a unique and active role in many of Riley County's ongoing projects and activities. We work closely with the staff of the various County departments to implement the goals and priorities of the County Commission.

Our activities frequently include negotiating contracts and other documents on behalf of the County, coordinating with state and federal regulators, working with private businesses and our local government partners on matters involving the County, and assessing and responding to potential and ongoing litigation.

We are also responsible for preparing draft resolutions for consideration by the County Commission, and frequently work with other County Departments in the assembly of information requested by the Commission.

ONGOING TASKS

Our office participates in several ongoing tasks, which include the following:

- Assist County departments with responses to Kansas Open Records Act requests
- Advise upon interpretation of County policies and procedures
- Assist with human resources matters
- Advise department heads and the County Commission on the interpretation of Kansas law as it applies to the County

- Conduct and supervise the County's tax foreclosure sale
- Assist with delinquent tax collection activities, including obtaining and maintaining enforceable judgments against non-paying taxpayers

CURRENT PROJECTS

In addition to our ongoing duties, the County Counselor's Office actively participates with County staff to address any and all legal issues surrounding county projects. These may include, but are not limited to, negotiation of project contracts, resolution of disputes between parties, advice concerning compliance, and other matters. A partial list of projects recently completed or currently being worked upon follows.

- Keats Sewer Project
- University Park Fire Station Replacement
- EMS Headquarters Construction
- Benefit District Formation at Request of Property Owners
- Benefit District Expansion at Request of Property Owners
- Comprehensive Plan Update
- Remediation of Former Firing Range
- Preparation of Model Short Term Rental Statute
- Boundary Line Adjustment & Replatting Educational Materials Project
- University Park Sewer Improvements
- Marlatt Improvements
- Elevator Refurbishment
- Adjustment of Speed Limits
- Public Declaration of Riley County Mental Health Task Force as Professional Voice for Mental Health
- Transfer of Rural Economic Advisory Board to Planning and Development Department

Enclosures: