



Ron Sellers
District 1
Vice-Chair

Ron Hirst
District 2
Member

Daniel P. Friesen
District 3
Chair

Courthouse
206 W. 1st Avenue
Hutchinson, KS 67501

A G E N D A

Courthouse Commission Chambers

206 W. 1st Avenue

Tuesday, October 11, 2022, 9:00AM

- 1. Call to Order**
- 2. Pledge of Allegiance to the American Flag and Prayer**
- 3. Welcome and Announcements by Commission Chair**
- 4. Public Comment on Items not on the Agenda**
Please come forward to the podium, state your name and address and limit your remarks to not more than 5 minutes per item.
- 5. Determine Additions or Revisions to the Agenda**
- 6. Consent Agenda**
 - 6A. Vouchers (bills or payments owed by the county or related taxing units).
 - 6B. Resolution 2022-___ Reappointing Ed Johnson, Jack Martin and Garth Strand to the Reno County Public Building Commission (PBC) for a 4-year term of 1/1/2022 - 12/31/2025.
 - 6C. Letter of authorization to sign U.S.C.49-5311 grant documents for Public Transportation.
 - 6D. Letter of verification of matching funds for the State Fiscal Year (07/01/2023 - 6/30/2024) U.S.C. 49-5311 Application for Financial Assistance for Transportation Programs.
 - 6E. Reno County Health Department's (RCHD) request to apply for a \$100,000 de Beaumont IMPACT In Public Health Grant.
- 7. Business Items**
 - 7A. Review and authorize bid documents to be distributed for a remodel of certain courthouse spaces
 - 7B. Consider for approval an agreement with GLMV Architectural to prepare bid documents for reroofing select roof sections of the Reno County Courthouse at a cost of \$9,750.00.
 - 7C. Consider for approval, an agreement with GLMV Architectural to produce bid documents to anchor the façade on the courthouse tower at a cost of \$6,000.00.
 - 7D. District Attorney - Annual Commission Update
 - 7E. Proposals for consultant work on Reno County's ARPA fund disbursement
 - 7F. Proposal from SJCF for Reno County Needs Assessment and Masterplan for county buildings
- 8. County Administrator Report**
 - 8A. Financial Report
 - 8B. Monthly Department Reports
- 9. County Commission Report/Comments**
- 10. Adjournment**



AGENDA ITEM

AGENDA ITEM #6.B

AGENDA DATE: October 11, 2022

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

Resolution 2022-___ Reappointing Ed Johnson, Jack Martin and Garth Strand to the Reno County Public Building Commission (PBC) for a 4-year term of 1/1/2022 - 12/31/2025.

SUMMARY & BACKGROUND OF TOPIC:

The Reno County Public Building Commission (PBC) was created on July 22, 1998 for the purpose of remodeling, furnishing and equipping the Field Corrections Building which housed, and continues to house, Community Corrections, Court Services and the State Parole Offices. Revenue Bonds, Series 1999-A were issued in the amount of \$1,000,000 for this project; and the final principal payment was made on April 1, 2007.

In 2004 the PBC declared it necessary to acquire an existing structure and to make renovations and equip said structure for the new Public Works Facility. Revenue Bonds Series 2004-B were issued in the amount of \$745,000; and the final principal payment was made on March 1, 2014.

In 2007 the PBC found it necessary to issue Revenue Bonds Series 2007 in the amount of \$3,500,000 for building improvements to the Public Works facility. Revenue Bonds Series 2007 was refunded by Series 2014 Refunding Revenue Bonds. The final principal payment was made on September 1, 2022.

The PBC is currently finished with their most recent project and will remain intact without an active project. The PBC would be an option for the county commission if after a space needs study is completed, the county may need to finance a building project.

ALL OPTIONS:

1. Approve resolution reappointing the current members of the PBC for an additional 4-year term.
2. Deny the resolution and have the PBC dissolve at this time.

RECOMMENDATION / REQUEST:

Approve resolution reappointing Ed Johnson, Jack Martin & Garth Strand to the Reno County Public Building Commission

RESOLUTION 2022-_____

**A RESOLUTION APPOINTING OR REAPPOINTING
MEMBERS OF THE RENO COUNTY, KANSAS
PUBLIC BUILDING COMMISSION**

WHEREAS, Reno County Resolution No. 1998-41, adopted by the Board of County Commissioners on July 22, 1998, established the Reno County, Kansas Public Building Commission; and

WHEREAS, said Resolution at Section 2 provided that the Public Building Commission shall be composed of three (3) members appointed by the Board of County Commissioners; and

WHEREAS, terms of the current members of the PBC expired on December 31, 2021.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE ABOVE-STATED COUNTY, THAT: the following named persons shall be and are hereby appointed or reappointed; as the case may be, as members of the Reno County, Kansas Public Building Commission for the four year terms of office as indicated and to serve until replaced:

Ed Johnson – from January 1, 2022 through December 31, 2025

Jack Martin – from January 1, 2022 through December 31, 2025

Garth Strand – from January 1, 2022 through December 31, 2025

ADOPTED AND APPROVED BY THE GOVERNING BODY OF RENO COUNTY, KANSAS THIS _____ DAY OF OCTOBER, 2022.

Daniel Friesen, Chairperson

Ron Sellers, Member

Ron Hirst, Member

ATTEST:

Donna Patton, County Clerk



AGENDA ITEM

AGENDA ITEM #6.C

AGENDA DATE: October 11, 2022

PRESENTED BY: Barbara Lilyhorn

AGENDA TOPIC:

Letter of authorization to sign U.S.C.49-5311 grant documents for Public Transportation.

SUMMARY & BACKGROUND OF TOPIC:

Reno County Public Transportation operates under a federal U.S.C. 49-5311 Rural transportation grant coordinated through the Kansas Department of Transportation. Each grant cycle there are numerous documents for certifications and other authorizations for grant management that require an official signature from the recipient. For expediency and continuity, the Director of the Department of Public Transportation has traditionally been authorized each year to act as signatory on the behalf of the Reno County Board of County Commissioners.

ALL OPTIONS:

- Sign the letter of authorization.
- Retain authorization and have all required documents pass through the Board of County Commissioners.

RECOMMENDATION / REQUEST:

Sign letter of authorization for Barbara Lilyhorn, Director of Reno County Public Transportation enabling her to provide grant management and oversight.

POLICY / FISCAL IMPACT:

None



COMMISSION

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Member

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Courthouse
206 W. 1st Avenue
Hutchinson, KS 67501

Kansas Department of Transportation
Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3754

October 11, 2022

To Whom It May Concern:

The Reno County Board of Commissioners has authorized Barbara Lilyhorn, Director of the Reno County Public Transportation Department as signatory for operational grant management, documentations/certifications with the Kansas Department of Transportation regarding U.S.C 49-5311 grant program.

Sincerely

Daniel Friesen, Chairperson
Reno County Board of County Commissioners



AGENDA ITEM

AGENDA ITEM #6.D

AGENDA DATE: October 11, 2022

PRESENTED BY: Barbara Lilyhorn

AGENDA TOPIC:

Letter of verification of matching funds for the State Fiscal Year (07/01/2023 - 6/30/2024) U.S.C. 49-5311 Application for Financial Assistance for Transportation Programs.

SUMMARY & BACKGROUND OF TOPIC:

The State Fiscal Year (07/01/2023 - June 30, 2024) U.S.C. 49-5311 Application for Financial Assistance for Transportation Program is the annual grant opportunity for general public transportation in Kansas. Reno County has operated Reno County Area Transit (Rcat) for 22 years through this yearly grant. The grant is for General Public Transportation and is used for Operating, Administration and Capital assistance. Applicants must provide matching funds and validate the funding sources. The verification of funds must be submitted with the grant application each year.

ALL OPTIONS:

- Sign the verification of match letter enabling the application process to proceed.
- Table the decision to sign the verification letter.
- Decline verification of county match dollars and choose not to request financial assistance for the Reno County Area Transit program.

RECOMMENDATION / REQUEST:

- Sign the verification of match letter enabling the application process to proceed.

POLICY / FISCAL IMPACT:

Based upon the current award (FY 2023), failing to provide verification of matching funds would cause the loss of \$975,749.00 and 80% of the capital funding for 2-3 buses.



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October 11, 2022

To Whom It May Concern:

The Board of Reno County Commissioners has allocated \$170,076 from the dedicated mill levy for elderly services, \$437,340 from the County General Fund and \$180,000 from the County Employee Taxes & Benefit Fund to use as local match for the capital, administration, and operating assistance budgets for the Kansas Department of Transportation application for Financial Assistance of Public Transportation Programs SFY 2024. These funds will be available to the 2023 Reno County Department of Aging and Public Transportation budget on and after January 1, 2023.

Sincerely,

Daniel Friesen, Chairman
Reno County Board of Commissioners



AGENDA ITEM

AGENDA ITEM #6.E

AGENDA DATE: October 11, 2022

PRESENTED BY: Karla Nichols, Public Health Director

AGENDA TOPIC:

Reno County Health Department's (RCHD) request to apply for a \$100,000 de Beaumont IMPACT In Public Health Grant.

SUMMARY & BACKGROUND OF TOPIC:

The indelible link between community health and economic well-being has never been more clear than during the COVID-19 pandemic. Businesses rely on healthy employees, consumers, and partners to reach their full potential and optimize their bottom lines. Meanwhile, our communities need employment opportunities, stability, and equitable economic prosperity to ensure that all people can achieve their best possible health.

To support this shared vision of health, equity, and prosperity, businesses and governmental public health departments must move toward changing systems, investing in cross-sector relationships and collaborations to advance community health.

Innovation, Multi-Sector Partnerships for Community Transformation (IMPACT) in Public Health, launches in 2022, fosters such collaboration by catalyzing and supporting partnerships between governmental public health departments and the private sector.

This is a \$100,000 award, made to the public health department, to support implementation.

The link to the de Beaumont information is: <https://debeaumont.org/businesspublichealth/impact-public-health/>

ALL OPTIONS:

1. Approve RCHD's request to make the grant application.
2. Deny the request.

RECOMMENDATION / REQUEST:

Approve RCHD's request to make the grant application.

POLICY / FISCAL IMPACT:

Utilize Grant funds to improve and strengthen a Public Health and Business Collaboration.



AGENDA ITEM

AGENDA ITEM #7.A

AGENDA DATE: October 11, 2022

PRESENTED BY: Randy Partington / Harlen Depew

AGENDA TOPIC:

Review and authorize bid documents to be distributed for a remodel of certain courthouse spaces

SUMMARY & BACKGROUND OF TOPIC:

Earlier in 2022 GLMV Architecture, in collaboration with county staff and elected officials, completed a space study of the courthouse and proposed renovations for the District Attorney, District Courts, Information Technology, Human Resources, and County Administration. The proposed remodel is the culmination of that project.

All departments and agencies in the courthouse have signed off on their perspective floor plans.

ALL OPTIONS:

1. Distribute bid documents with the intent of awarding a bid before the end of 2022.
2. Wait to distribute bid documents until 2023.

RECOMMENDATION / REQUEST:

Approve the distribution of bid documents.

POLICY / FISCAL IMPACT:

The costs associated with advertising the bid documents will be paid from CIP funds.



AGENDA ITEM

AGENDA ITEM #7.B

AGENDA DATE: October 11, 2022

PRESENTED BY: Harlen Depew

AGENDA TOPIC:

Consider for approval an agreement with GLMV Architectural to prepare bid documents for reroofing select roof sections of the Reno County Courthouse at a cost of \$9,750.00.

SUMMARY & BACKGROUND OF TOPIC:

The 5th floor roof sections of the courthouse are nearing end of life, and took a beating during the current repairs to the dome area of the building. We budgeted for replacing the 20 year old Health Dept. roof in 2022, but have determined this roof is still in good condition and should last a few more years. Our recommendation is to redirect those budgeted funds toward replacing the courthouse 5th floor sections, along with a small section on the south face, third floor, and the section over the north entrance ramp area. We believe it is prudent to prioritize the courthouse roof in conjunction with the remodel of the 5th floor space.

The county administrator has discussed this project with Harlen and agrees with the request.

ALL OPTIONS:

1. Approve the contract with GLMV and complete this work ASAP.
2. Defer the courthouse roof replacement to another year.

RECOMMENDATION / REQUEST:

Approve the agreement with GLMV Architecture in the amount of \$9,750.00

AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-Seventh day of September in the year Two Thousand Twenty-Two

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:

(Name, legal status, address and other information)

Reno County Board of Commissioners
206 W. 1st Avenue
Hutchinson, KS 67501

and the Architect:

(Name, legal status, address and other information)

GLMV Architecture, Inc.
1525 E. Douglas Avenue
Wichita, KS 67211

for the following Project:

(Name, location and detailed description)

Reno County Courthouse Reroof
206 W. 1st Avenue
Hutchinson, KS 67501

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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User Notes:

(1483820898)

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

See Proposal from GLMV Architecture, dated September 22, 2022, attached as Exhibit A-1.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000, each occurrence
\$2,000,000, aggregate for bodily injury and property damage

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$1,000,000, each accident
\$1,000,000, each employee
\$1,000,000, policy limit

.4 Professional Liability

\$1,000,000, per claim
\$2,000,000, aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

Init.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully

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completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

See Proposal from GLMV Architecture, dated September 22, 2022, attached as Exhibit A-1.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Three (3) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Ten (10) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

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§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the

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Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

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Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation and venue shall be in the District Court of Sedgwick County, Kansas
- Other: *(Specify)*

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

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enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Nine Thousand Seven Hundred Fifty Dollars (\$9,750).

- .2 Percentage Basis
(Insert percentage value)

() % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other
(Describe the method of compensation)

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

A lump sum to be determined and approved prior to starting Additional Services

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

(Table deleted)

October 2022.....	\$2,500
November 2022.....	2,500
December 2022.....	1,000
January 2023.....	1,000
February 2023.....	1,000
March 2023.....	1,750
<u>Total.....</u>	<u>\$9,750</u>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

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§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to attached Exhibit A-2.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are

(Paragraphs deleted)

included in the compensation for the Architect's Basic Services.

(Paragraph deleted)

§ 11.9 Payments to the Architect

(Paragraphs deleted)

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5% per month

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this agreement.)

Not applicable

.3 Exhibits:

(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

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Proposal from GLMV Architecture, dated September 22, 2022, attached as Exhibit A-1.
GLMV Architecture Hourly Rates 2022, attached as Exhibit A-2.

- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Brad Doeden, AIA, LEED AP

Community Division Leader, Operations

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

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EXHIBIT A-1

September 22, 2022

via e-mail

Mr. Harlen Depew, Director of Maintenance and Purchasing
Reno County
206 W. 1st Street
Hutchinson, KS 67501

Re: Proposal for Professional Design Services
Reroof of Reno County Courthouse
Hutchinson, Kansas

Dear Harlen:

We appreciate the opportunity to provide Design Services for reroofing the County Courthouse in Hutchinson, Kansas. This will serve as our Proposal for Professional Design Services for the Project listed below.

PROJECT:

This Project is for reroofing the County Courthouse in Hutchinson, Kansas. The scope of Work for this Project will include the following:

1. Remove existing ballast and roofing material and base sheets, leaving the deck insulation in place. Area identified as A (yellow) on the aerial photograph, attached.
2. Remove all damaged insulation exposed during roofing material demolition. Replace in-kind to provide continuous insulation substrate. For bidding, an allowance will be established to preliminarily quantify this unknown portion of the Project.
3. Cap insulation with 1/2-inch cover board and install new roofing material per Owner's direction.
4. Weatherization of large skylight is not in scope of Work.
5. Dome is not in scope of Work.
6. Assist with bidding, Contractor selection and provide Contract administration during construction.
7. As indicated above, an attachment of the roof identifies the three roof heights and location of skylight—approximately 6,200 square feet of roof.
 - a. Area A is over the 5th floor.
 - b. Area B: Not in scope of Work.
 - c. Area C: Not in scope of Work.
 - d. Area D:
 - 1) Is over the front entry only.
 - 2) Is over the north walkway; not in scope of Work.
 - e. Skylight: Not in scope of Work.
8. It is understood that this Courthouse Project is eligible for State Historic Tax Credits and that Reno County intends to apply for these credits. As such, the Project must meet the requirements of the Secretary of Interior's Standards for the Treatment of Historic Properties.
9. Submit to the State Historic Preservation Office the Park II and Part III Historic Tax Credit Application forms and supporting documents.

GLMV Architecture will prepare Construction Documents (Plans and Specifications) for this Project. It is our understanding that you will bid the Project to select a General Contractor.

Our scope of Services will include Architecture only. The anticipated construction budget for the Project is estimated at One Hundred Ten Thousand Dollars (\$110,000).

PROJECT TEAM:

It is our understanding that our office will be working and coordinating our work with you as the primary contact. It is our intention to address all correspondence on this Project to you unless we are directed otherwise.

For GLMV Architecture, Brad Doeden will be Principal-in-Charge for the Project, with Kyle Wilkerson acting as the designated representative and Project Manager. Our Team will also include additional architectural staff as necessary to complete your Project in a timely manner. Correspondence should be addressed to the attention of Mr. Wilkerson.

SCOPE OF SERVICES:

This section describes the general Scope of Services and includes the following:

1. Meet with the Client to establish administrative procedures, establish a timeline for the Project and gather additional information for the preliminary design.
2. Visit the site with the Team.
3. Prepare a preliminary Opinion of Probable Cost for review with the Client.
4. Based on the approved preliminary design and an understanding of the budget, prepare Construction Documents to illustrate and describe the Design Intent, consisting of Plans, Typical Construction Details, and Specifications, and any other such elements as may be appropriate.
5. Present the Construction Documents to the Client for approval.
6. Assist the Client with the development and preparation of bidding and procurement information, the form of Agreement between the Owner and Contractor and the Conditions of the Contract for Construction. The Architect will compile a Project Manual/Specifications for the Project.
7. Prior to bidding, review the final Construction Documents with the Client.
8. Submit completed Construction Documents to the City of Hutchinson for plan check, and make any corrections necessary for the selected General Contractor to obtain a building permit.
9. The Architect shall provide administration of the Contract between the Owner and Contractor to include the following:
 - a. Upon request of the Client, attend a pre-bid meeting.
 - b. Answer questions during construction to clarify the design intent of the Documents.
 - c. Up to four visits to the site at appropriate stages of construction to become generally familiar with the progress and quality of the Work.
 - d. Review and certify the amounts due the Contractor and shall issue certificates in such amounts.
 - e. Review Contractor submittal schedule.
 - f. Review and approve or take other appropriate action upon the submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - g. Conduct an evaluation to determine the date or dates of Substantial Completion and Final Completion.
 - h. Upon request of the Client, conduct a ten-month warranty walk-through to review the facility operations and performance.
10. GLMV will submit to the State Historic Preservation Office the Part II submittal (Historic Tax Credit Application) and the photographic portions of the Part III Application. Financial portions of the Part III Application shall be provided by the County.

COMPENSATION:

Professional Fees will be a lump sum amount of Nine Thousand Seven Hundred Fifty Dollars (\$9,750), including Reimbursable Expenses.

REIMBURSABLE EXPENSES:

Professional fees include Reimbursable Expenses as outlined in the following paragraph.

Reimbursable Expenses include transportation, lodging and subsistence for out-of-town travel; reproduction of documents, photography, shipping, postage, messenger or courier service charges, purchase of maps and similar documents, and other like expense; and as may be authorized by the Client, professional renderings, scale models, mock-ups, off-hour expenses and the fees of any special consultant retained by the team. Billings for such Reimbursable Expenses include an administrative fee of 15 percent.

PAYMENT:

Presuming we kick this Project off in October 2022, we anticipate billing this Project on the following schedule:

October 2022	\$2,500
November 2022	\$2,500
December 2022	\$1,000
January 2023	\$1,000
February 2023	\$1,000
March 2023.....	\$1,750

Please note that Expenses as listed on this Proposal are included in the above-referenced numbers.

ADDITIONAL SERVICES:

Services requested beyond the scope of Basic Services described above shall be considered Additional Services. Additional Services shall be provided if requested and authorized in writing by the Owner and will be performed on a lump sum amount to be mutually agreed to by both parties prior to beginning. Reimbursable Expenses for Additional Services shall be compensated as outlined above in Reimbursable Expenses.

REMODEL AND RENOVATION DISCLAIMER:

The Documents prepared by the Architect will be prepared based upon reasonable assumptions derived from existing information provided by the Client and from observations of the existing conditions by the Architect without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to the Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which the Client shall maintain sufficient contingency. Services required by such changes shall be provided as Additional Services per this Proposal.

PROJECT ASSUMPTIONS:

Our Services are based on the following assumptions:

1. We have not included fees for geotechnical services, legal descriptions, environmental studies or abatement, or demolition drawings for the removal of existing buildings on the site.
2. We will use the 2018 IBC for the governing code.

3. Plan review fees for permits and rezoning shall be paid by Client. All fees to obtain permit documentation, City or State inspections, or other fees to the Authorities Having Jurisdiction (AHJ) shall be paid by either the Client or the General Contractor.
4. Value engineering studies and life-cycle cost analysis studies are not included.
5. Videos of the building, including fly-around and fly-through, are not included.
6. Specialty consultants not listed in this Proposal are not included in our Fee.
7. GLMV has not included fees for any required materials testing or special inspections.
8. As-built Drawings are not included in our Fee.
9. Electronic files to the Owner are not included in our Fee. A release is required by the Client.

CLIENT'S RESPONSIBILITIES:

1. The Client will appoint a representative for this Project as the day-to-day contact, and decisions will be made in a timely fashion to keep the Project on schedule.
2. The Client will provide any existing drawings, documents or studies prepared by others for use by the Architect. The Architect shall be able to rely on the accuracy of the information provided.
3. The Client will make payments within 30 days of the date of the invoice from the Architect.

SCHEDULE:

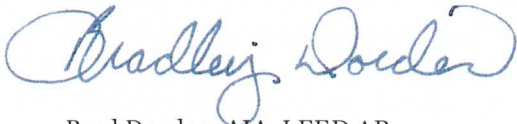
The schedule for the Project will be based on a mutually agreeable timeline. The schedule shall include allowances for periods of time for the Owner's review, review and coordination of Consultant's documents, and approval of submissions by authorities having jurisdiction over the Project. We have allotted two months to take the Project through the bidding phase and four months for construction.

This Proposal and the attached Terms and Conditions are valid for 60 days from the date of the Proposal. This Proposal shall be deemed accepted by you, if at your request, either by e-mail, telephone conversation or written correspondence, we begin work on the Project, notwithstanding your failure to issue a Purchase Order and/or authorize GLMV to prepare an AIA Agreement.

We appreciate the opportunity to submit this Proposal. If this Proposal is acceptable, please notify us, and we will prepare an AIA Agreement for your signature. We are ready to start work upon receipt of a signed Agreement for your Project.

Sincerely,

GLMV Architecture, Inc.



Brad Doeden, AIA, LEED AP
Community Division Leader, Operations

BJD/am

Enclosures

c (w/enc.): 2022H00000016

GLMV ARCHITECTURE, INC. STANDARD TERMS AND CONDITIONS

GLMV Architecture, Inc. shall provide for the Client, in accordance with the following Standard Terms and Conditions, the Basic Services described in the attached Proposal for this Project. These Standard Terms and Conditions and an executed Agreement with the Proposal attached as an Exhibit comprise the entire Agreement between the Client and GLMV Architecture for the Project. The Agreement may be altered only written Supplemental Agreement.

INITIATION. Unless otherwise agreed, GLMV Architecture is authorized to proceed with the Services as listed in the Proposal.

BASIS OF COMPENSATION. GLMV Architecture will be compensated for Basic Services as described in the Proposal.

PAYMENT. GLMV Architecture shall submit invoices on a monthly basis for Compensation and Reimbursable Expenses due for Professional Services performed. Payments shall be due and payable within 30 days from the date of our invoice, and invoices unpaid after 31 days shall bear interest from the date payment is due at the prime rate plus 1.5 percent. GLMV reserves the right to suspend Services upon seven calendar days' written notice to the Client if the Client is in breach of the payment terms or other material breach of this Proposal. GLMV reserves the right to assert a lien on the property upon failure by the Client to pay any outstanding invoices within 60 days of the date of the Architect's invoice. If payment of all outstanding invoices is not collected by 90 days from the date of the Architect's invoice, GLMV reserves the right to take collection action against the Client and stop all work, including but not limited to plan check, bidding, Construction Documents or answering field questions. GLMV shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused GLMV to suspend Services, GLMV shall resume Services and there shall be an equitable adjustment to the remaining Project schedule and Fees as a result of the suspension.

STANDARD OF CARE. GLMV Architecture shall perform its Services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances and perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. If GLMV Architecture fails to meet the foregoing standard, GLMV Architecture will perform forthwith at its own cost, and without additional reimbursement from Client, the Services to correct errors and omissions in documents which are caused by GLMV Architecture's failure to comply with the above standard.

OPINIONS OF PROBABLE CONSTRUCTION COST. Since GLMV Architecture has no control over the cost of construction, labor, material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the opinions of probable construction cost which may be made in the course of this Work are to be made on the basis of GLMV Architecture's experience and qualifications in the industry, but GLMV Architecture cannot and does not guarantee that bids or project construction costs will not vary from the estimates, if any, prepared by GLMV Architecture.

USE OF DOCUMENTS. Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement (Documents) are instruments of service and as such are applicable only to the subject Project. The Documents remain the Property of GLMV Architecture. The Documents shall not be used for any other purpose without the written authorization from, indemnification of, and consent of GLMV Architecture.

EQUAL OPPORTUNITY EMPLOYMENT. GLMV Architecture will comply with federal regulations pertaining to Equal Opportunity Employment. It is GLMV Architecture's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, disability, or religion.

INSURANCE. GLMV Architecture will maintain Employer's Liability and Worker's Compensation Insurance as well as Commercial General Liability, Automobile Liability Insurance and Professional Liability Insurance for GLMV Architecture's negligent acts, errors, or omissions in providing Services. A certificate of insurance is available to the Client upon request.

GLMV ARCHITECTURE INDEMNIFICATION/HOLD HARMLESS. The Architect shall indemnify and hold the Client and the Client's officers and employees harmless, but not defend, from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees, and its consultants in the performance of Professional Services under this Agreement. The Architect has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the Architect's final determined percent of liability based upon the comparative fault of the Architect, its employees, and its consultants.

CLIENT INDEMNIFICATION/HOLD HARMLESS. The Client shall indemnify and hold harmless GLMV Architecture, its directors, officers, employees, consultants and agents from and against any and all damages, losses and judgments arising from claims by third parties, liabilities or costs, including reasonable attorneys' fees and defense cost, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its' contractors, subcontractors or consultants or anyone for whom the Client is liable.

ADDITIONAL SERVICES. Services not included in this Agreement or which are considered to be beyond the extent of reasonable extrapolation of the Basic Services set forth in this Agreement shall be considered Additional Services. No Additional Services shall be performed nor shall compensation for Additional Services be paid except on the basis of a written Supplemental Agreement.

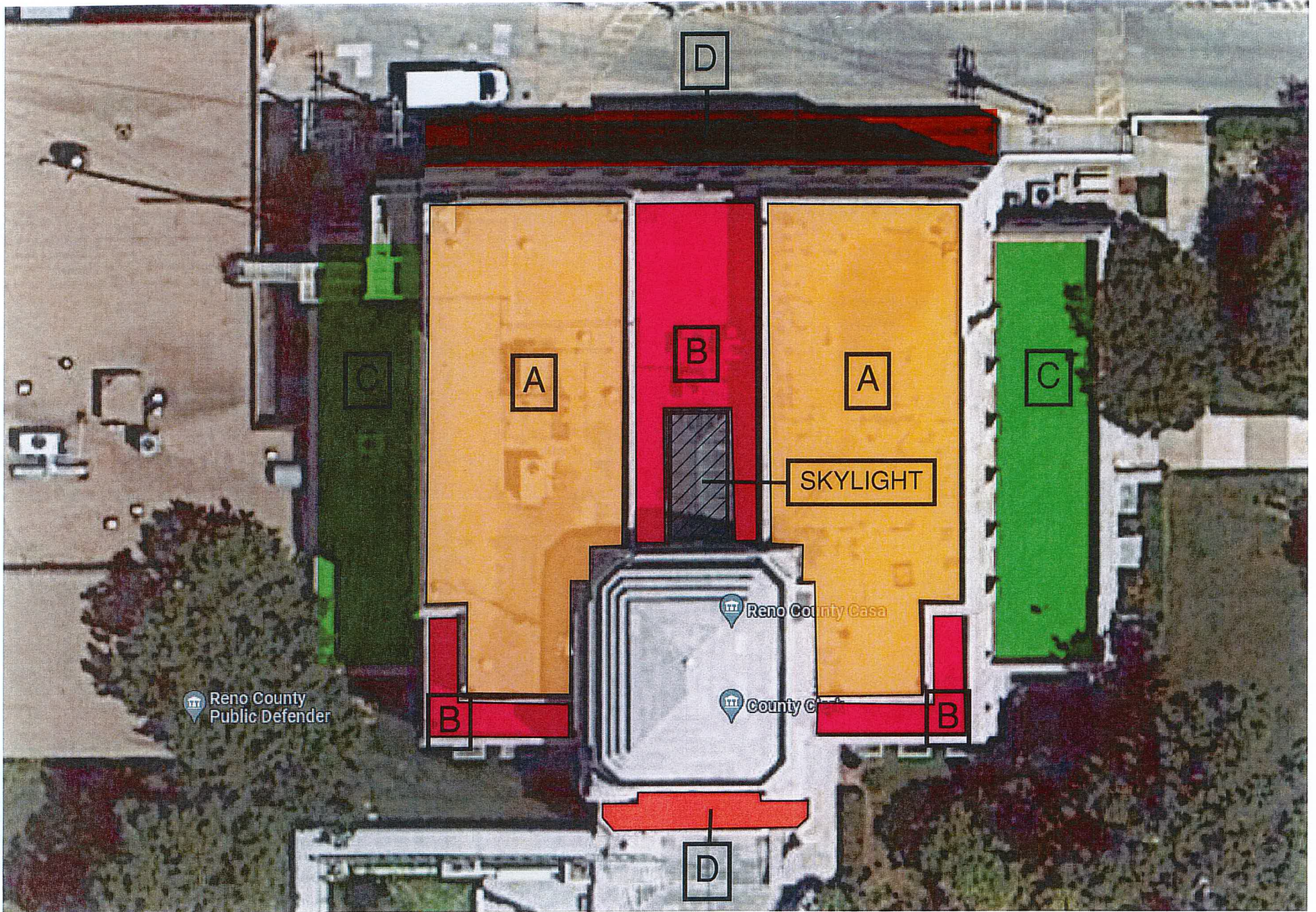
LIMITATION OF LIABILITY. Neither the Architect, Architect's subconsultants, nor their employees shall be jointly, severally, or individually liable to the Client in excess of compensation to be paid pursuant to this Agreement or Nine Thousand Seven Hundred Fifty Dollars (\$9,750), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

CLAIMS AND DISPUTES. Any action for claims arising or related to this Agreement or the Project that is the subject of this Agreement shall be governed by the laws of the State of Kansas. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted in accordance with the Construction Mediation Rules of the American Arbitration Association.

SUBLETTING OR ASSIGNING CONTRACT. Neither GLMV Architecture nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other. This Agreement shall be binding upon the parties hereto and their successors and assigns.

TERMINATION OF AGREEMENT. The right is reserved by either party to terminate this Agreement at any time, upon seven days' written notice. However, GLMV Architecture shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of compensation and payment provisions of this Agreement.

-End of GLMV Architecture
Standard Terms and Conditions-





GLMV Standard Billing Rates
Effective January 1, 2022

Service Category	Title	Billing Rate/Hour
Principal	Executive Management	\$260
	Principal-in-Charge	\$200
Project Manager	Project Manager V	\$192
	Project Manager IV	\$165
	Project Manager III	\$154
	Project Manager II	\$132
	Project Manager I	\$115
Architect	Architect V	\$165
	Architect IV	\$148
	Architect III	\$138
	Architect II	\$121
	Architect I	\$110
	Intern Architect III	\$102
	Intern Architect II	\$88
	Intern Architect I	\$83
Landscape Architect	Landscape Architect IV	\$137
	Landscape Architect III	\$126
	Landscape Architect I	\$105
	Intern Landscape Architect II	\$94
	Intern Landscape Architect I	\$83
Engineering	Director of Engineering	\$230
	Professional Engineer III	\$180
	Professional Engineer II	\$160
	Professional Engineer I	\$143
	Civil Designer II	\$145
	Civil Designer I	\$105
	Engineer in Training III	\$138
	Engineer in Training II	\$121
Interior Design	Interior Designer IV	\$120
	Interior Designer III	\$110
	Interior Designer II	\$95
	Interior Designer I	\$90
	Intern Interior Designer	\$82
Support	Architectural Illustrator IV	\$140
	Architectural Illustrator I	\$115
	Cost Estimator IV	\$143
	Graphic Designer	\$77

Service Category	Title	Billing Rate/Hour
BIM Technicians	BIM Technician III	\$105
	BIM Technician II	\$80
	BIM Technician I	\$60
	Drafter	\$70
Administration	Project Administrator	\$115
	Administrative Assistant IV	\$95
	Administrative Assistant II	\$77
	Administrative Assistant I	\$72
	Accounting Manager	\$121
	Staff Accountant	\$99
	Construction Administrator I	\$115
	Conservationist	\$115



AGENDA ITEM

AGENDA ITEM #7.C

AGENDA DATE: October 11, 2022

PRESENTED BY: Harlen Depew, Director, Maintenance & Purchasing

AGENDA TOPIC:

Consider for approval, an agreement with GLMV Architectural to produce bid documents to anchor the façade on the courthouse tower at a cost of \$6,000.00.

SUMMARY & BACKGROUND OF TOPIC:

During the repairs to the dome of the courthouse, it was discovered that some of the original anchors that tied the limestone façade to the structure of the building were deteriorated, and/or missing. Our structural engineer recommends re-anchoring the limestone for the long term viability of the building. The recommended plan of action is to have the bid documents prepared over the next couple of months with the project going out to bid early in 2023.

ALL OPTIONS:

Approve the agreement and proceed as outlined above.

Wait to approve the agreement until a future year.

RECOMMENDATION / REQUEST:

Approve the agreement with GLMV in the amount of \$6,000.00

POLICY / FISCAL IMPACT:

This work would be funded thru the county's CIP program.

AIA[®] Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Third day of October in the year Two Thousand Twenty-Two
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Reno County Board of Commissioners
206 W. 1st Avenue
Hutchinson, KS 67501

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

GLMV Architecture, Inc.
1525 E. Douglas Avenue
Wichita, KS 67211

for the following Project:
(Name, location and detailed description)
Reno County Façade Anchorage
206 W. 1st Avenue
Hutchinson, KS 67501

Architect's Project Number: To be determined

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

See Proposal from GLMV Architecture, dated August 24, 2022, attached as Exhibit A-1.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000, each occurrence
\$2,000,000, aggregate for bodily injury and property damage

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$1,000,000, each accident
\$1,000,000, each employee
\$1,000,000, policy limit

.4 Professional Liability

\$1,000,000, per claim
\$2,000,000, aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully

completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

See Proposal from GLMV Architecture, dated August 24, 2022, attached as Exhibit A-1.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services Two (2) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within Eight (8) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

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§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the

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Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the

Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation and venue shall be in the District Court of Sedgwick County, Kansas
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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

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

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Six Thousand Dollars (\$6,000).
- .2 Percentage Basis
(Insert percentage value)

()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other
(Describe the method of compensation)

(Paragraphs deleted)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

A lump sum to be determined and approved prior to starting Additional Services

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

(Table deleted)

October 2022	\$2,000
November 2022	2,000
December 2022.....	2,000
<u>Total.....</u>	<u>\$6,000</u>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to attached Exhibit A-2.

(Table deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are

(Paragraphs deleted)

included in the compensation for the Architect's Basic Services.

(Paragraph deleted)

§ 11.9 Payments to the Architect

(Paragraphs deleted)

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1.5% per month

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™–2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this agreement.)

Not applicable

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)

Proposal from GLMV Architecture, dated August 24, 2022, attached as Exhibit A-1.

GLMV Architecture Hourly Rates 2022, attached as Exhibit A-2.

- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

OWNER *(Signature)*

(Printed name and title)



ARCHITECT *(Signature)*

Brad Doeden, AIA, LEED AP
Community Division Leader, Operations

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



EXHIBIT A-1

August 24, 2022

via e-mail

Mr. Harlen Depew
Director of Maintenance and Purchasing
Reno County Courthouse
206 W. 1st Street
Hutchinson, KS 67501

Re: Proposal for Professional Design Services
Façade Anchorage at Reno County Courthouse
Hutchinson, Kansas

Dear Harlen:

We appreciate the opportunity to provide Design Services for the façade anchorage of the Reno County Courthouse in Hutchinson, Kansas. This will serve as our Proposal for Professional Design Services for the Project listed below.

PROJECT:

This Project is for the façade anchorage of the Reno County Courthouse in Hutchinson, Kansas. The Scope of Work for this Project will include the following:

1. Provide new anchorage ties for portions of the exterior façade masonry where existing ties are failing due to age.
2. It is understood that this Courthouse Project is eligible for State Historic Tax Credits and that Reno County intends to apply for these credits. As such, the Project must meet the requirements of the Secretary of Interior's Standards for the Treatment of Historic Properties.
3. GLMV has previously conducted assessments of the above conditions and will use this information gathered to prepare Construction Drawings and Specifications for bidding and construction.
4. GLMV will assist in the bidding and Contractor selection process and provide construction observation and Contract Administration Services during construction.
5. Submit to the State Historic Preservation Office the Part II and Part III Historic Tax Credit Application forms and supporting documents.

GLMV Architecture will prepare Elevations and other necessary Documents to depict the overall Project. It is our understanding that you will bid the Project to select a General Contractor.

Our scope of Services will include Architectural Design only. The anticipated construction budget for the Project is estimated at Seventy-Five Thousand Dollars (\$75,000).

PROJECT TEAM:

It is our understanding that our office will be working and coordinating our work with you as the primary contact. It is our intention to address all correspondence on this Project to you unless we are directed otherwise.

For GLMV Architecture, Bradley Doeden will be Principal-in-Charge for the Project, with Christy Wendler acting as the designated representative and Project Manager. Our team will also include additional architectural staff as necessary to complete your Project in a timely manner. Correspondence should be addressed to the attention of Mrs. Wendler.

SCOPE OF SERVICES:

This section describes the general Scope of Services and includes the following:

1. Meet with the Client to establish administrative procedures, establish a timeline for the Project and gather additional information for the concept design.
2. Present the Design Documents to the Client for approval.
3. Based on the approved Design Documents and any adjustments required by the Client, prepare Construction Documents.
4. Review the Construction Documents with the Client before bidding.
5. Assist the Client with the development and preparation of bidding and procurement information, the form of Agreement between the Owner and Contractor and the Conditions of the Contract for Construction. The Architect will compile a Project Manual/ Specifications for the Project.
6. Submit completed Construction Documents to the City of Hutchinson for plan check and make any corrections necessary for the selected General Contractor to obtain a building permit.
7. The Architect shall provide administration of the Contract between the Owner and Contractor to include the following:
 - a. Upon request of the Client, attend a pre-bid meeting.
 - b. Answer questions during construction to clarify the design intent of the Documents.
 - c. Up to two visits to the site at appropriate stages of construction to become generally familiar with the progress and quality of the Work.
 - d. Review and certify the amounts due the Contractor and shall issue certificates in such amounts.
 - e. Review Contractor submittal schedule.
 - f. Review and approve or take other appropriate action upon the submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - g. Conduct an evaluation to determine the date or dates of Substantial Completion and Final Completion.
 - h. Upon request of the Client, conduct a ten-month warranty walk-through to review the facility operations and performance.
8. GLMV will submit to the State Historic Preservation Office the Part II submittal (Historic Tax Credit Application) and the photographic portions of the Part III Application. Financial portions of the Part III Application shall be provided by the County.

COMPENSATION:

Professional Fees will be a lump sum amount of Six Thousand Dollars (\$6,000). This amount includes Reimbursable Expenses.

PAYMENT:

Presuming we kick this Project off in September 2022, we anticipate billing this Project on the following schedule:

October.....	\$2,000
November	\$2,000
December	\$2,000

GLMV shall make every effort to submit an invoice for completed Construction Documents seven days prior to the issuing of Documents to local governing authorities. A condition of this Proposal is that payment of the current invoice and/or all outstanding invoices shall be made prior to the issuing of Documents to local governing authorities.

ADDITIONAL SERVICES:

Services requested beyond the scope of Basic Services described above shall be considered Additional Services. Additional Services shall be provided if requested and authorized in writing by the Owner and will be performed on a lump sum amount to be mutually agreed to by both parties prior to beginning. Reimbursable Expenses for Additional Services shall be compensated as outlined above in Reimbursable Expenses.

REMODEL AND RENOVATION DISCLAIMER:

The Documents prepared by the Architect will be prepared based upon reasonable assumptions derived from existing information provided by the Client and from observations of the existing conditions by the Architect without the benefit of field measurements and invasive investigation made undesirable by expense and inconvenience to the Client. It is understood and agreed that unforeseen conditions uncovered during the progress of the Work may require changes in the Work resulting in additional cost and delay for which the Client shall maintain sufficient contingency. Services required by such changes shall be provided as Additional Services per this Proposal.

PROJECT ASSUMPTIONS:

Our Services are based on the following assumptions:

1. We have not included fees for geotechnical services, legal descriptions, environmental studies or abatement.
2. We will use the 2018 IBC for the governing code.
3. Professional renderings are not included.
4. Plan review fees for permits and rezoning shall be paid by Client. All fees to obtain permit documentation, City or State inspections, or other fees to the Authorities Having Jurisdiction (AHJ) shall be paid by either the Client or the General Contractor.
5. Value engineering studies and life-cycle cost analysis studies are not included.
6. Videos of the building, including fly-around and fly-through, are not included.
7. Specialty consultants not listed in this Proposal are not included in our Fee.
8. GLMV has not included fees for any required materials testing or special inspections.
9. As-built Drawings are not included in our Fee.
10. Electronic files to the Owner are not included in our Fee. A release is required by the client.

CLIENT'S RESPONSIBILITIES:

1. The Client will appoint a representative for this Project as the day-to-day contact, and decisions will be made in a timely fashion to keep the Project on schedule.
2. The Client will provide any existing drawings, documents or studies prepared by others for use by the Architect. The Architect shall be able to rely on the accuracy of the information provided.
3. The Client will make payments within 30 days of the date of the invoice from the Architect.

Mr. Harlen Depew
August 24, 2022
Page 4 of 4

SCHEDULE:

The schedule for the Project will be based on a mutually agreeable timeline. The schedule shall include allowances for periods of time for the Owner's review, review and coordination of Consultant's documents, and approval of submissions by authorities having jurisdiction over the Project. We have allotted two months to take the Project through the bidding phase and two months for construction.

This Proposal and the attached Terms and Conditions are valid for 60 days from the date of the Proposal. This Proposal shall be deemed accepted by you, if at your request, either by e-mail, telephone conversation or written correspondence, we begin work on the Project, notwithstanding your failure to issue a Purchase Order and/or authorize GLMV to prepare an AIA Agreement.

We appreciate the opportunity to submit this Proposal. If this Proposal is acceptable, please notify us, and we will prepare an AIA Agreement for your signature. We are ready to start work upon receipt of a signed Agreement for your Project.

Sincerely,

GLMV Architecture, Inc.

A handwritten signature in blue ink that reads "Bradley Doeden". The signature is written in a cursive, flowing style.

Bradley Doeden, AIA, LEED AP
Community Division Leader, Operations

BJD/am

Enclosure

c (w/enc.): 2022H00000016

GLMV ARCHITECTURE, INC.
STANDARD TERMS AND CONDITIONS

GLMV Architecture, Inc. shall provide for the Client, in accordance with the following Standard Terms and Conditions, the Basic Services described in the attached Proposal for this Project. These Standard Terms and Conditions and an executed Agreement with the Proposal attached as an Exhibit comprise the entire Agreement between the Client and GLMV Architecture for the Project. The Agreement may be altered only written Supplemental Agreement.

INITIATION. Unless otherwise agreed, GLMV Architecture is authorized to proceed with the Services as listed in the Proposal.

BASIS OF COMPENSATION. GLMV Architecture will be compensated for Basic Services as described in the Proposal.

PAYMENT. GLMV Architecture shall submit invoices on a monthly basis for Compensation and Reimbursable Expenses due for Professional Services performed. Payments shall be due and payable within 30 days from the date of our invoice, and invoices unpaid after 31 days shall bear interest from the date payment is due at the prime rate plus 1.5 percent. GLMV reserves the right to suspend Services upon seven calendar days' written notice to the Client if the Client is in breach of the payment terms or other material breach of this Proposal. GLMV reserves the right to assert a lien on the property upon failure by the Client to pay any outstanding invoices within 60 days of the date of the Architect's invoice. If payment of all outstanding invoices is not collected by 90 days from the date of the Architect's invoice, GLMV reserves the right to take collection action against the Client and stop all work, including but not limited to plan check, bidding, Construction Documents or answering field questions. GLMV shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Proposal by the Client. Upon receipt of payment in full of all outstanding sums due from the Client or curing of such other breach which caused GLMV to suspend Services, GLMV shall resume Services and there shall be an equitable adjustment to the remaining Project schedule and Fees as a result of the suspension.

STANDARD OF CARE. GLMV Architecture shall perform its Services consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances and perform its Services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. If GLMV Architecture fails to meet the foregoing standard, GLMV Architecture will perform forthwith at its own cost, and without additional reimbursement from Client, the Services to correct errors and omissions in documents which are caused by GLMV Architecture's failure to comply with the above standard.

OPINIONS OF PROBABLE CONSTRUCTION COST. Since GLMV Architecture has no control over the cost of construction, labor, material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the opinions of probable construction cost which may be made in the course of this Work are to be made on the basis of GLMV Architecture's experience and qualifications in the industry, but GLMV Architecture cannot and does not guarantee that bids or project construction costs will not vary from the estimates, if any, prepared by GLMV Architecture.

USE OF DOCUMENTS. Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement (Documents) are instruments of service and as such are applicable only to the subject Project. The Documents remain the Property of GLMV Architecture. The Documents shall not be used for any other purpose without the written authorization from, indemnification of, and consent of GLMV Architecture.

EQUAL OPPORTUNITY EMPLOYMENT. GLMV Architecture will comply with federal regulations pertaining to Equal Opportunity Employment. It is GLMV Architecture's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, disability, or religion.

INSURANCE. GLMV Architecture will maintain Employer's Liability and Worker's Compensation Insurance as well as Commercial General Liability, Automobile Liability Insurance and Professional Liability Insurance for GLMV Architecture's negligent acts, errors, or omissions in providing Services. A certificate of insurance is available to the Client upon request.

GLMV ARCHITECTURE INDEMNIFICATION/HOLD HARMLESS. The Architect shall indemnify and hold the Client and the Client's officers and employees harmless, but not defend, from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees, and its consultants in the performance of Professional Services under this Agreement. The Architect has no obligation to pay for any of the indemnitees' costs prior to a final determination of liability or to pay any amount that exceeds the Architect's final determined percent of liability based upon the comparative fault of the Architect, its employees, and its consultants.

CLIENT INDEMNIFICATION/HOLD HARMLESS. The Client shall indemnify and hold harmless GLMV Architecture, its directors, officers, employees, consultants and agents from and against any and all damages, losses and judgments arising from claims by third parties, liabilities or costs, including reasonable attorneys' fees and defense cost, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its' contractors, subcontractors or consultants or anyone for whom the Client is liable.

ADDITIONAL SERVICES. Services not included in this Agreement or which are considered to be beyond the extent of reasonable extrapolation of the Basic Services set forth in this Agreement shall be considered Additional Services. No Additional Services shall be performed nor shall compensation for Additional Services be paid except on the basis of a written Supplemental Agreement.

LIMITATION OF LIABILITY. Neither the Architect, Architect's subconsultants, nor their employees shall be jointly, severally, or individually liable to the Client in excess of compensation to be paid pursuant to this Agreement or Six Thousand Dollars (\$6,000), whichever is greater, by reason of any act or omission, in tort or contract, including breach of contract, breach of warranty, or negligence.

CLAIMS AND DISPUTES. Any action for claims arising or related to this Agreement or the Project that is the subject of this Agreement shall be governed by the laws of the State of Kansas. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted in accordance with the Construction Mediation Rules of the American Arbitration Association.

SUBLETTING OR ASSIGNING CONTRACT. Neither GLMV Architecture nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other. This Agreement shall be binding upon the parties hereto and their successors and assigns.

TERMINATION OF AGREEMENT. The right is reserved by either party to terminate this Agreement at any time, upon seven days' written notice. However, GLMV Architecture shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of compensation and payment provisions of this Agreement.

-End of GLMV Architecture
Standard Terms and Conditions-



EXHIBIT A-2

GLMV Standard Billing Rates Effective January 1, 2022

Service Category	Title	Billing Rate/Hour
Principal	Executive Management	\$260
	Principal-in-Charge	\$200
Project Manager	Project Manager V	\$192
	Project Manager IV	\$165
	Project Manager III	\$154
	Project Manager II	\$132
	Project Manager I	\$115
	Architect	Architect V
Architect	Architect IV	\$148
	Architect III	\$138
	Architect II	\$121
	Architect I	\$110
	Intern Architect III	\$102
	Intern Architect II	\$88
	Intern Architect I	\$83
	Landscape Architect	Landscape Architect IV
Landscape Architect III		\$126
Landscape Architect I		\$105
Intern Landscape Architect II		\$94
Intern Landscape Architect I		\$83
Engineering	Director of Engineering	\$230
	Professional Engineer III	\$180
	Professional Engineer II	\$160
	Professional Engineer I	\$143
	Civil Designer II	\$145
	Civil Designer I	\$105
	Engineer in Training III	\$138
	Engineer in Training II	\$121
Interior Design	Interior Designer IV	\$120
	Interior Designer III	\$110
	Interior Designer II	\$95
	Interior Designer I	\$90
	Intern Interior Designer	\$82
Support	Architectural Illustrator IV	\$140
	Architectural Illustrator I	\$115
	Cost Estimator IV	\$143
	Graphic Designer	\$77

Service Category	Title	Billing Rate/Hour
BIM Technicians	BIM Technician III	\$105
	BIM Technician II	\$80
	BIM Technician I	\$60
	Drafter	\$70
Administration	Project Administrator	\$115
	Administrative Assistant IV	\$95
	Administrative Assistant II	\$77
	Administrative Assistant I	\$72
	Accounting Manager	\$121
	Staff Accountant	\$99
	Construction Administrator I	\$115
	Conservationist	\$115



AGENDA ITEM

AGENDA ITEM #7.D

AGENDA DATE: October 11, 2022

PRESENTED BY: Thomas R. Stanton - Reno County District Attorney

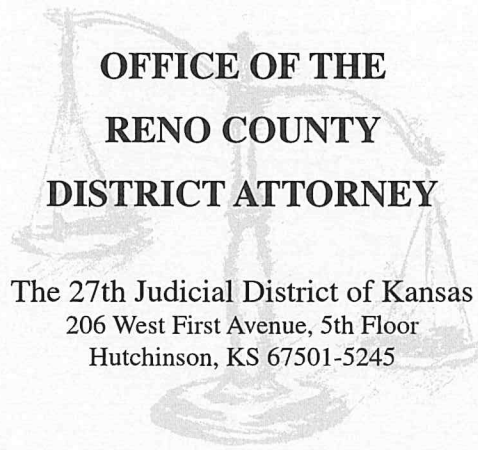
AGENDA TOPIC:
District Attorney - Annual Commission Update

DISTRICT ATTORNEY
Thomas R. Stanton

DEPUTY DISTRICT ATTORNEY
Andrew R. Davidson

**SENIOR ASSISTANT
DISTRICT ATTORNEY**
Kimberly A. Rodebaugh

ASSISTANT DISTRICT ATTORNEYS
Jennifer L. Harper
Sierra M. Logan
Brian Koch
Jamie L. Karasek



TELEPHONE: (620) 694-2715
FAX: (620) 694-2711

Victim-Witness Service
(620) 694-2773

Investigator Daniel Nowlan
(620) 694-2765

Annual Commission Update

Background:

I came to work in Reno County January 8, 2001, as Deputy District Attorney under Keith Schroeder. Mr. Schroeder announced his retirement from the position of District Attorney in December of 2019. I was appointed to the Office of District Attorney for Reno County in January of 2020, and I took office on June 1, 2020. I was elected to the office in November of 2020 and was sworn in for a four-year term on January 11, 2021.

The Reno County District Attorney's Office is responsible for legal services to the citizens of the County in several areas of the law. The Office prosecutes all felony crimes or violations of County resolutions committed in the County, as well as misdemeanor criminal offenses and traffic offenses investigated by the Reno County Sheriff's Office, the Kansas Highway Patrol, and the Kansas Bureau of Investigation. The Office does not prosecute violations of misdemeanors or traffic offenses subject to municipal jurisdiction and/or covered by municipal ordinances. The Office prosecutes all juvenile offender cases, cases involving children in need of care, and care and treatment cases submitted to the Office. The Office files and prosecutes forfeiture cases referred to us by law enforcement agencies, and the prosecutions of forfeiture cases are kept separate from the prosecution of any underlying criminal cases. While the Office does not represent individual citizens, is the duty of the Reno County District Attorney's Office to zealously represent the interests of the people of Reno County in every case in which we are involved. Those duties include seeking justice in every case and ensuring the constitutional rights of all citizens are scrupulously protected.

Prosecutors in the office are involved in various prosecution related roles within the State of Kansas including the Continuing Legal Education and Legislative Committees of the Kansas County and District Attorneys Association (KCDAA), the Kansas Alliance Drug Endangered Children (KADEC), the Kansas Prosecutors Foundation, the Reno County Stepping Up Coalition, the Reno County Sexual Assault Multidisciplinary Team, the Reno County SANE/SART Team, the Reno County Bar Association, and the Reno County Community

Corrections Advisory Board. Members of the support staff represent the Office on the Reno County Benefits Committee and the Reno County Wellness Committee.

Staff:

The Reno District Attorney's Office employs a staff of 20 people at full staff. This number includes seven prosecutors, one investigator/coroner's assistant, one part-time assistant coroner, one office manager, one victim/witness coordinator, one diversion coordinator and eight additional office legal support staff. It is important to note that the attorneys could not perform their job duties without the hard work of the office manager, the victim/witness coordinator, the diversion coordinator, and the remaining support staff. Over this past summer we also had an unpaid legal intern in the office. We are currently seeking to hire an attorney for our juvenile division. We have received no applications to fill that position.

Caseload:

The attorneys in the Reno County District Attorney's Office continue to carry one of the highest caseloads per attorney in the State of Kansas. There are currently 129 jury trials pending before the court, and those cases are handled by six attorneys. This caseload does not include the felony cases which have been filed and are awaiting either plea or preliminary hearing. The jury trial caseload also does not include the misdemeanor and traffic cases pending before the courts, the cases currently being supervised on diversion, or the caseload of the juvenile prosecutor who handles all juvenile offender, CINC, care and treatment, and forfeiture cases. The attorneys I supervise in my office have a felony case load of between 85 and 133 cases each. This does not include misdemeanor, traffic, juvenile offender, child in need of care (CINC), mental illness or forfeiture cases. In an attempt to ease the burden on my attorneys, I currently carry a high-level felony case load of 38 cases. In contrast, my predecessor carried a case load of 6 to 10 high-level felony cases. The current burden on my attorneys to handle these caseloads and carry the burden of the Division 4 caseload is not sustainable.

Drug Court:

One of the initiatives with which the Reno County District Attorney's Office has been involved with is the Reno County Drug Court. The Drug Court has served the citizens of Reno County for 11 years. The purpose of this initiative is to apply scientifically approved and time-tested treatment, sanctions, and incentives for those in our community who have been convicted of felony crimes and who fall into a high risk/high need category as determined by an approved assessment tool. The goal of the Drug Court is to help those in the program live a sober, law-abiding and productive life as assets to the Reno County community. There have been thirteen graduations from Drug Court since January 1, 2022.

Budget:

The Reno County District Attorney's Office has worked closely with Randy Partington and the Board of County Commissioners to submit a budget for 2023 which is adequate for the operation of the office but does not overestimate the probable financial needs of the Office. The Office has expended 68% of its FY2022 budget as of September 30, 2022. An explanation of our 2023 budget requests is attached hereto.

Projects/Issues/Challenges/Concerns:

I am grateful that the Commission is chosen to remodel the unfinished portion of the Fifth floor to accommodate the needs of my office. I look forward to being able to bring the employees that currently work in an office on the Fourth floor of the Courthouse up to the Fifth floor. Additionally, I am in discussions with the staff of my Office for possible improvements to our current office space. We received significant water damage from rainfall because of leaks in the dome of the Courthouse this summer. Office furnishings and carpeting were damaged by water that, at one point, was flowing from the Fifth floor down the stairs to the Fourth floor like a series of well-fed waterfalls. It is hoped that the repairs to the dome will be sufficient to stop leaks into my offices.

I am in the planning stage for my budget requests for 2024. The Kansas legislature passed HB 2026 in 2021 that allows my office to enter into a memorandum of understanding with Community Corrections that would allow them to supervise first time drug possession defendants on diversion. I have been wary of implementing a program that would divert drug felonies, but I now believe it would be a viable vehicle to satisfy my goals of getting people proper substance abuse treatment, holding them accountable for further use of drugs or other violations of the law, saving the County money, and giving first time offenders the chance to avoid a felony drug conviction. We will be looking at the viability of such a program over the next few months and I will be asking for a study session with the Commission when the time is appropriate. The target date for the implementation of the program would be January 1, 2024.

I would also like to find a way to work a mental health aspect into the expanded diversion program. The legislature has not taken the same action with these cases as they have with first-time drug offenders, but I have asked our local legislators to consider taking similar action. Without legislative action, costs for that program would likely need to be borne by the Commission. Again, we are just now in the planning phases of this initiative.

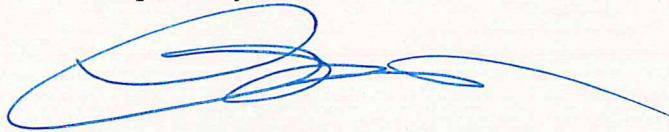
The courts recently changed software from what we had been working with for many years to a new program called Odyssey. Unfortunately, there is no prosecutor portal available for my office to access the system. We have the same access as the public. This is especially problematic regarding our juvenile, CINC and mental illness cases because of statutory confidentiality restrictions. Essentially, we cannot access our own cases for those dockets. Additionally, we have limited access to even our adult cases and must rely on the courts to give

us information and access to our files. Had we gone paperless prior to this changeover, we would have no access to any of our files. This problem is likely to remain an issue because it does not look as if we will get a prosecutor portal before the end of 2023.

We have also purchased a prosecutor software program by Karpel that will be compatible with Odyssey. A portion of the cost was paid through IT which budgeted for the purchase of the software. My office also paid \$21,000 as part of the upfront costs for this program. There will be an annual maintenance fee associated with this prosecutor program. Once in place (the scheduled implementation date is now October 2023) this program should assist in our discovery process as well as dissemination of documents from our case files.

We have been in contact with IT on another issue that involves our ability to store and disseminate discovery in our cases. We believe we have come up with a solution to some of the issues we have regarding the time it takes to download audio and video files from law enforcement sources by saving one step and simply placing all those electronic files onto a dedicated server for which only our office and IT have access. This process will have to wait until 2023 because the best solution will cost more than \$3,800.00. Our budget will not allow that cost to be extended this year because the investment we made in our Karpel prosecutor software requires the use of nearly all of our technology line item.

Respectfully,



Thomas R. Stanton
Reno County District Attorney

Reno County District Attorney's Office
2023 Budget Worksheet

5501-000 – Elected Official - \$152,635.00 – The District Attorney's salary is set by statute as equivalent to that of a District Court Judge. The legislature passed a 15% increase in that salary over three years, 5% per year, beginning in 2021. The first raise went into effect July 1, 2021. The second raise goes into effect July 1, 2022, and the third goes into effect July 1, 2023. The Legislature then approved an additional cost of living increase for the judiciary in 2022. This results in a total salary for fiscal year 2022 of \$152,635 (1/2 year at \$148,912 and ½ year at \$156,658).

5503-000 – Full Time – \$964,559 - This figure was given to us by the County Administrator. As I understand it, this is the 2022 fiscal year salary figure for my office after the adjustments were made to account for compression. This figure does not reflect a cost-of-living increase for 2023. (This represents an increase in full Time salaries of \$109,717.)

5516-000 – Seasonal/Temp. - \$25,000 - This line item is for use to compensate the assistants to the Assistant Coroner. We found that our previous full-time employee had worked nearly every day and many evenings and nighttime hours to go out on all the calls for which a Coroner or Assistant Coroner was needed. We therefore hired two assistants for that position. When John Tracy retired, one of those assistants, Daniel Nowlan, was promoted to take his place, and we have not filled the position for a second assistant since that time. We currently employ one assistant for after hours and weekend callouts. The Assistant Coroner responds to all calls which could possibly involve criminal activity or a case that would be prosecuted by our office regardless of the day or time. The

figure is \$10,000 higher than last year because the actual payout for this position is expected to be at least \$25,000 for fiscal year 2023.

5525-000 – Overtime - \$0

Overtime is kept to a minimum among the hourly employees. Our last year's expense of \$51.45 does not warrant an increase in this budget item.

5527-000 - Leave Payout - \$15,000

We are aware of one long-time employee planning to retire in July of 2023. The expected payout of accumulated PLT and sick time for this employee is expected to equal or exceed \$15,000.

6000-000 - Contractual Services - \$12,000

This line item reflects our costs of storing files in the salt mine and transporting those files back to the courthouse when required. I expect the costs to increase this year as we devise a plan to go into the mine and designate for destruction files that no longer need to be retained. This process should reduce our future expenses for file storage at the salt mine. We also have statutorily required legal notices we must file in Child in need or care and some forfeiture proceedings that come out of this line item.

6050- 001 – Postage - \$1500

No changes expected

6050- 002 – Telephone - \$1700

We are reducing this line item by \$300 based on our 2021 expenses.

6200- 000 - Professional Services - \$1000

No changes expected. Our expenditures from this fund in 2021 totaled \$978.

6210- 001 – Registration - \$0

This represents a \$3000 reduction in this line item, and I am requesting it be partially reapplied to another line item in this category. We use our training budget (the Prosecutor’s Training Fund) to pay for the registration fees for training conferences for our staff. That training fund is a statutorily created fund that is derived from court costs in the cases we handle and does not therefore implicate the general fund. Any non-training registration fees we might be required to pay in the future will be paid from the professional services line item.

6210- 003 – Meals - \$1200

Expenditures on this line item are for meal expenses submitted for personnel who have such expenses that are not related to training, such as arguments to the Kansas Supreme Court or Kansas Court of Appeals in Topeka. We have seen a large increase in the need for travel for such arguments after COVID. We have also seen the price of meals and lodging increase dramatically because of the skyrocketing inflation rate.

6210- 004 – Lodging - \$2000

See explanation above

6210-005 - Dues/Fees - \$3500

This covers our professional licensing and training fees paid to the Kansas Supreme Court as well as any other fees required to keep employees certified in their positions. There is not a requested increase in this line item for fiscal year 2023.

6250-002 - Reimburse Mileage - \$3000 Since we seldom have Reno County vehicles available for travel, our travel is reimbursed for the private use of the employees' vehicles. While I have not requested an increase in this line item, I am concerned regarding increase cost to my employees for fuel.

6300-001 - Auto Repairs - \$0 - The Commission approved our request for a new vehicle for the Assistant Coroner in 2022. That vehicle should be under warranty in 2023, and the maintenance costs should be very minimal.

6300-009 – Copy Machine Maint, - \$5500 Estimated copy machine maintenance is based on 2021 expenditures.

6350-003 – Advertising/Legal/Cl. - \$1000 This line item is used to advertise for open attorney positions and forfeiture publications. We were well over budget on this line item for 2021 because of our need to advertise for open attorney positions. However, my attorney positions are fully staffed and do not expect any advertising costs for open legal staff positions in 2023.

6450-001 – Vehicle insurance - \$1500 - Our vehicle insurance will increase with the purchase of a new vehicle in 2022. We are likely to be over budget on this line item for fiscal year 2022 because the increase will occur at the time of purchase of the vehicle.

6600-000 – Trial related - \$5,000 - Our trial costs are likely to go up this year. We spent \$3,876.99 last year in spite of conducting only 17 jury trials. While I have not asked for an increase in this line item in 2023, I expect that trial

expenses could exceed this amount because of our attempts to try more cases on our jury trial backlog.

6600-013 – Transcripts - \$5,000 -

This line item includes trial transcripts, appellate transcripts, and transcripts needed for collateral attacks on convictions or sentences. I would expect our transcripts costs to increase in accordance with our increased jury trial activity in 2023.

6600-016 – Briefs - \$50,000 -

This line item is used to pay for appellate briefs, petitions for review to the Kansas Supreme Court and response briefs required to be filed by the Kansas appellate courts. We are expecting an increase in briefs because of the increase in court activity this year.

6650-004 - Software maint. - \$30,000 -

The new District Court computer program will require my office to obtain a contract with a software provider to enable us to have access to the program. There is an initial startup fee of nearly \$100,000 which includes training of my office staff on the use of the new program. IT has budgeted for the initial cost of the software. Additionally, there is a yearly usage and maintenance fee of approximately \$30,000 required. Former District Attorney Keith Schroeder modified the diversion fund before his departure in order that some funds that had been going to District Court are now being paid into the County general fund. These additional funds should be sufficient, or nearly sufficient, to cover this annual cost. We expect these expenses will need to be paid beginning in late 2022.

7050-000 - Office supplies - \$30,000 -

This figure is an increase of \$8,500 over last year's budget. The increase is requested because of increased prices caused by an exceptionally high inflation rate and the need to replace office equipment, especially chairs, in the current office facilities. We are also expecting an increase in the need for office supplies based on the furnishing of the offices created by remodeling the East side of the fifth floor.

7100-004 - Motor fuel - \$2,500 -

We anticipate fuel costs to rise in the next fiscal year. This request for an increase of \$500 over last year's budget reflects what we anticipate will be an increase in the fuel needed by our assistant coroner/investigator, especially in light of our new contractual obligations with the Johnson County Regional Forensic Center.

7100-005 - Vehicle equip./parts - \$500 -

This request is based on anticipated equipment needs for the new vehicle operated by the assistant coroner/investigator.

7400-002 – Books - \$16,000 -

This line item is used to pay for statutory supplements for the Kansas Statutes Annotated, the case reports published by the Kansas Appellate Courts, the Kansas Session Laws and other publications required for us to ethically and professionally do our jobs. I originally requested \$20,000 for this line item, again in anticipation of the possibility of the establishment of a Mental Health Court. If such a court is established next fiscal year, I will be requesting an increase in this line-item to pay for a complete set of Kansas Statute books and the supplements thereto.

9300 – COVID 19 expenses/reimbursement - \$0 – No COVID 19 expenses or reimbursements are expected in the next fiscal year.

9320 – CRF County wages reimbursed - \$0 No such reimbursements are expected in the next fiscal year.

The amended budget for the Reno County District Attorney's Office for the 2022 fiscal year was \$1,307,903. The estimated revenue to the County through the diversion program was \$80,000, bringing the effective budget in at \$1,227,903 ($\$1,307,903 - \$80,000$). The requested budget for 2023 is \$1,348,854. The requested net operating budget for this department after deduction of \$80,000 in expected revenue therefore stands at \$1,268,854 ($\$1,348,854 - \$80,000$). The diversion program earned revenues of \$169,559.50 in fiscal year 2021 (\$89,559.50 more than projected). Assuming similar revenue numbers for 2023, the Reno County District Attorney's Office effective budget for 2023 would be approximately \$1,179,354 ($\$1,268,854 - \$89,500$). This represents an overall increase in the expenses borne by the County for my office of \$109,717 ($\$1,227,903 - \$1,118,186$). However, considering that full time salary costs increased by \$109,717, there is no overall effect on general fund non-salary expenditures because of the revenue generated by the Diversion program.

Regarding the Commission's request for a breakdown in the budget by category, this would be a difficult task based on the nature of my office. We basically have the following Sections: Adult Prosecution, Juvenile Prosecution, Diversion and Victim/Witness Services. Other than assigning the salaries of the various attorneys and some staff to those sections, there is no real way to assign probable expenditures to the various operations in the office. There is too much overlap between services, costs, and operations.



AGENDA ITEM

AGENDA ITEM #7.E

AGENDA DATE: October 11, 2022

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

Proposals for consultant work on Reno County's American Rescue Plan Act (ARPA) federal grant from the State and Local Fiscal Recovery Funds (SLFRF)

SUMMARY & BACKGROUND OF TOPIC:

Reno County has received \$12,042,385 in ARPA funds. The county commission has stated various entities and overall program categories where those funds will be disbursed. The majority of Reno's ARPA dollars will be spent in support of housing and childcare needs of the county, and those projects and other high dollar projects will require expertise in working with the County representatives and subrecipient representatives to clarify program design and enter into subrecipient agreements meeting the federal requirements. Those types of ARPA projects have the most stringent federal requirements in contrast to entities that chose to spend their ARPA funds on items falling within their routine operations. It is also beneficial to the program outcomes to seek synergies with but avoid risk of duplication of programs or ARPA expenditures, with other entities such as the City of Hutchinson.

The County recognizes that Federal requirements for the ARPA/SLFRF funds are very complex and stringent for both the County as recipient of the funds and any subrecipient organizations to follow to ensure no expenditures of the funds would be deemed ineligible, to not have followed federal procurement standards, to have been spent outside the allowable timelines for obligation and expenditure, or to have been unallowable duplications. County staff, although having generalized expertise, are not experts in the full range of ARPA restrictions and requirements and recommend contracting with a company that is well-versed in the federal requirements and timelines that come with ARPA funds. Therefore, staff has recommended engaging an ARPA consultant.

Reno County posted on our website and sent out a Request for Proposals (RFP) to companies interested in consulting with the county on various aspects of the American Rescue Program Act (ARPA) funds.

Two proposals were received on Thursday afternoon. The proposals received have a not-to-exceed amount, which is based on an hourly rate and with the assumption that Reno County might engage the consultants to perform every aspect of ARPA program design, coordination, subrecipient agreement writing, expenditure monitoring, etc. Under either proposal, Reno County can and will select the services desired and so it is not believed the maximum would be reached. Reno County has already completed a good amount of work and will not need all of the services provided by each consultant.

Therefore, we feel the actual cost would be significantly less than the not-to-exceed amount.

The proposal from iParametrics has a lower not-to-exceed cost and is the company used by the City of Hutchinson, allowing for more synergy in the programs. The firm iParametrics would field a Reno County team with legal as well as accounting expertise in federal grant management and significant work for ARPA projects. A proposal from Loyd Group, LLC has a higher not-to-exceed cost, but is a company based in Kansas. Loyd Group personnel are primarily CPAs and performed many engagements for ARPA and the previous Coronavirus Relief Fund within Kansas. Both companies have good references of other cities and counties in Kansas that are pleased with their work. At first glance, staff feels iParametrics is the better choice, due to lower cost and deeper roster of employees versed in project management, sub-recipient program design and agreements federal compliance from inception to closeout, and disbursement and reporting.

ALL OPTIONS:

1. Approve moving forward on an agreement with iParametrics and authorize the county administrator to sign agreement.
2. Approve moving forward on an agreement with Loyd Group, LLC and authorize the county administrator to sign agreement.
3. Deny the request for a contract.

RECOMMENDATION / REQUEST:

Approval of a proposal and authorize the county administrator to sign the contract.

POLICY / FISCAL IMPACT:

The cost for a consultant is covered by the ARPA funds.

RFP Open Date – September 27, 2022

RFP Close Date – October 6, 2022

Request for Proposal for American Rescue Plan Act 2021 Project Management and Reporting

Reno County is requesting proposals from Firms/Consultants that has Project Management experience with the American Rescue Plan Act 2021 (ARPA). Proposals shall also include experience in ARPA reporting and data collection, ARPA recipients/sub-recipients, liasoning with the County and knowledgeable of the United States Department of Treasury guidelines and procedures.

Interested Agencies are invited to submit proposals in the format described in this Request for Proposal (RFP).

This RFP can be found online at Reno County's Official website, <https://www.renogov.org/800/ARPA--American-Rescue-Plan>. Notification of the RFP will be mailed to those businesses that appear to fit the image, quality, and service Reno County wishes to offer. Reno County assumes no responsibility for failure to send the RFP to all interested Agencies.

For Questions Please Contact:

Randy Partington
County Administrator
Randy.partington@renogov.org
(620) 694-2530

****Deadline for Questions or Comments must be submitted by email by 5:00 pm on October 3, 2022**

Background:

Reno County is a community of approximately 62,000 residents. After the American Rescue Plan Act was signed into law in 2021, Reno County was allocated \$12,042,385 by the United States Department of Treasury from the Coronavirus State and Local Fiscal Recovery Funds "SLFRFF" Program, to respond and recover from the impacts of the Coronavirus pandemic. As such, Reno County is considered a "Tier 2" recipient under the ARPA program, which comprises counties with a population below 250,000 and an award of greater than \$5,000,000.

The County is looking to contract with a Firm/Consultant in order to ensure all relevant reporting metrics, set forth by the United States Department of Treasury, have been met and appropriate data collected from recipients/ sub-recipients for the duration of the ARPA program projects. Reno County has elected to utilize the maximum \$10,000,000 standard allowance available in the SLFRF rules to be expended as and reported as "Revenue Loss Replacement".

The County Commissioners have worked with community leaders, community stakeholders and others to research projects, but are seeking additional professional services to manage the selected ARPA projects.

Project Description:

Reno County is seeking to enter into a contract with a competent professional administration/management Firm or Consultant that has experience in grants/contract administration with the following qualifications:

- Experience and comprehensive knowledge of the federal Final Rule, Compliance and Reporting Guide, and all federal requirements specifically outlined for the ARPA / SLFRF funds including but not restricted to, eligible projects, procurements and expenditures, federal SLFRF portal reporting requirements, contracts and awards, and subrecipient monitoring.
- Related experience in managing federally funded grants and requirements of 2 CFR 200.
- Consultant/Firm are required to be registered and have an “active” status with the System of Award Management (SAM). SAM is the Official U.S. Government system that consolidates the capabilities of CCR/FedReg, ORCA, and EPLS. There is no fee to register for this site. Entities may register at no cost directly from the SAM website located at: <https://www.sam.gov>.

***NOTE- Active status in SAM will be verified to be considered for this RFP. It is strongly recommended to review and update (if applicable) your entities SAM status prior to Proposal Submission.**

Scope of Services:

The scope of services described herein is to provide contract-related management services for Reno County, including but not limited to, the following areas:

PROJECT MANAGEMENT SERVICES

1. Review contracts and purchasing documentation to ensure cost recovery and compliance of expenditures using ARPA Funds. Aid in preparing ARPA/SLFRF compliant subrecipient agreements, vendor contracts, etc.
2. Advise the County and subrecipients as to which projects and expenditures should be reported utilizing the standard Revenue Loss Replacement Allowance of \$10,000,000 and which should be expended and reported as specific Expenditure Categories meeting the federal requirements for response to the COVID-19 public health emergency or its negative economic impacts or other specifically eligible uses.
3. Advise the County and subrecipients as to project requirements which will meet federal deadlines for obligating funds and liquidating those obligations within timeframes that maintain compliance with all federal rules and guidance for ARPA/ SLFRF.
4. Review County and sub-recipient policies, procedures, financial statements, and other relevant documents as needed to ensure compliance with general federal and state guidelines.
5. Communicate and collaborate with the City of Hutchinson’s ARPA Consultant firm for coordination, project alignment and any additional needs that may occur related to ARPA.

6. Proactively recommend any financial and operational processes to the County. Adopt procedures to help achieve compliance with applicable laws, rules, regulations, and guidance in an efficient manner.
7. Review and assist with processing reimbursement requests and determining allowable costs that are set by the County.
8. The Consultant/Firm shall provide and assist with the following:
 - Assistance and oversight to help facilitate and ensure appropriate progress for ARPA projects.
 - Award/funding close-out services to ensure ARPA funding is retained.
 - Fraud, waste and/or abuse identification, reporting and remediation.
 - Summarizing costs for presentation to the Federal Government
 - Monthly reporting in a document report format

DATA COLLECTION and REPORTING SERVICES

- Assist the county to ensure accountability and compliance with reporting requirements;
- Proactively monitor and advise the Project Team with any guidance/requirements issued pertaining to the ARPA funding;
- Establish proper accounting and reporting of internal control mechanisms to record, track and track the disbursement of ARPA Funding according to all Federal, State, and local laws, rules, regulations, awarding requirements and guidance. Including, but not limited to: Uniform Guidance, General Accepted Accounting Principles, and the County's internal funds based accounting policies and procedures.
- Prepare and submit all periodic performance reports required by the Treasury.
- Provide regular status reports (financial performance and projection modeling). These reports must include, but are not limited to:
 - Addressing the county's distribution and use of the ARPA funding.
 - Status reports must include:
 - Total ARPA Funding the County is eligible to receive.
 - Total of ARPA funding the County has actually receive.
 - Total ARPA Funding the county has distributed to date.
 - How the distributed ARPA Funding has been allocated.
- Prepare and review documentation and reports for completeness to ensure eligible work and costs are captured for audit;
- Work with to resolve any possible disputes with FEMA, the US Department of Treasury, the Internal Revenue Service, the Centers for Medicare and Medicaid Services, external auditors, or other agencies as necessary. Including, but not limited to, the preparation of justifications, responses to audit findings or appeals.
- Develop policies and procedures for appropriate document retention and reporting with the Federal Financial Accountability and Transparency Act (FFATA) and/ or Treasury Office of Inspector General.
- Streamline reporting process to ensure continued compliance and provide post award administration.

MEETING and COMMUNICATION

1. Participate in recurring ARPA Project Team meetings.
2. Attend meetings with County leadership, County staff, sub-recipient staff and/or Federal, State and local officials regarding ARPA Funding matters when requested by the Commissioner's and/or the ARPA Project Team.
3. Represent the County by attending meetings with the Treasury or other agencies, as necessary, on behalf of the County.
4. Collaborate with the County's finance, accounting staff, outside auditors and other County staff and agents, as necessary, to perform the Services when requested by the Commissioner's.

TENTATIVE SCHEDULE OF EVENTS

The County proposes the following tentative schedule of events for this Request for Proposals (RFP), and subsequent award of contract. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Issuance of RFP	September 23, 2022
Deadline for Questions	October 3, 2022 at 5:00 pm
Proposals Due	October 6, 2022 at 4:30 pm
Issuance of Notice of Award & Contract	TBD

Proposal Requirements:

Proposals must address all portions of the solicitation and contain all required documents to be considered. Proposals must be submitted in writing with a copy of this RFP attached.

In order to be considered, all proposals must be submitted in the manner and number described in this RFP.

Proposals must be signed by the proposer or its authorized representative.

1. **A written narrative detailing qualifications and experience:**
 - a. Experience in providing the services described herein.
 - b. Projected Vision and Viability
 - c. Staffing: Provide names, qualifications and experience of key employee(s) to be assigned to the project. Provide the length (time and number of locations) relationship the Service Provider has with the proposed employee(s).
2. **References** - Provide at least three (3) references for which services of a similar nature were provided within the past three (3) years. The references should include the name, title, address, phone number and email for each reference. (see attached)

Submission Instructions:

A. Submit at a proposal by email to randy.partington@renogov.org or by mail at the following address.

Randy Partington
Reno County Administrator
206 West First Avenue
Hutchinson, KS 67501-5245

B. **DEADLINE:** The Request for Proposal must be received at the address above before 4:30 p.m. on October 6, 2022. Reno County reserves the right to accept proposals after the due date.

C. Proposals should be clearly marked **“RFP ARPA Project Management and Reporting Services”**.

D. Proposals signed by an agent must be accompanied by evidence of the authority of the agent. Proposals submitted by an individual as sole owner must be signed by the owner. Proposals submitted by a partnership must be signed by at least one of the partners.

E. Reno County reserves the right to reject any and all proposals. The Reno County Board of Commissioners will have final approval of the selected Firms/Consultants.

Length of Agreement:

A final agreement between the selected service provider and Reno County shall operate on a year-to-year basis with an option to renew annually.

Failure to submit an agreeable contract to the County within 20 days of selection will be basis to rescind the selection, the County reserves the right to make an alternate selection.

Insurance Requirements:

During the term of the contract, or longer if required, Firm/Consultant shall maintain Liability Insurance and Workers' Compensation Insurance in reasonable amounts. The Contractor shall name Reno County as an additional insured under said Public Liability Insurance. Award is conditional upon submission of insurance documents. Failure to do so may result in disqualification of the Offeror as non-responsive.

To Whom It May Concern:

We understand that Reno County may not select any of the submitted proposals. We understand that if Reno County selects a proposal, Reno County shall select the proposal it determines to be in the best interest of Reno County.

The representation made in our Proposal is complete, truthful and accurate.

Company: _____

Signature: _____

Print Name: _____

Title: _____

Vendor References Form

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person/Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

Complete & Return this Form with Response Submission

Cost Proposal

As a federally funded program, your ARPA funding is bound by cost caps for program administration. Our philosophy for program delivery is founded in efficiency and streamlined processes, and that translates to cost savings for Reno County. Our pricing reflects cost-conscious methods to maximize the reach of your recovery dollars.

- We provide staff just-in-time, relying on a deep bench of policy makers, operations staff, training and subject matter experts, and compliance masters – so you have who you need, when you need them. This flexible approach to staffing ensures you always have the staff you need and that you never pay for staff you don't.
- Defining program structure and end-to-end processes from the start eliminates the need for costly and onerous rework.
- Our culture of continuous improvement means experts are grown through the process, decreasing the programs' reliance on a few high-dollar subject matter experts over time by empowering the next class of experts through deliberate training and knowledge transfer.
- The iParametrics GMS system is intentionally designed to be built in an iterative process, meaning each additional program and/or funding stream can build upon previously deployed modules and applications making the system more cost efficient with each program or funding stream added.

We will only charge the County for the hours in which we perform service up to \$300,000 based on our current understanding of the project. If any adjustments are needed, we will let you know and explain those in an upfront, transparent manner. A regular report of hours expended and hours remaining will be provided to the County.

These costs are derived based on the County's scope of work presented in the RFP recognizing the significant vaguer within the document. Our price assumes that our team will:

- Provide strategic planning and coordination regarding spending ARPA funds
- Create a program spend framework that documents decisions made
- Engage the public in ARPA planning
- Provide technical advisory services ensuring projects comply with the ARPA Final Rule
- Assist with the creation, evaluation and operation of external grant programs derived from ARPA funds
- Create and track program success centrally for all city departments regarding project progress
- Assist with all federal reporting
- Support subrecipient risk assessment and monitoring
- Improve the County's compliance with 2 CFR Part 200 to significantly reduce audit risk
- Attend all County meeting on ARPA either physically or virtually

The pricing structure proposed in the following Hourly Rates sheet offers fully burdened hourly rates for staff time to support the County in obtaining exactly what it needs, only when needed. The positions proposed offer a mix of experience, expertise, and training levels so we can scale to meet your needs for any program. **We will work with Reno County to ensure cost of our services remains within the guidelines, when established by the US Treasury, so services rendered under this engagement are reimbursable through your federal grant, minimizing out of pocket costs to the County.**

Our team also has experience with recovering administrative costs through FEMA Public Assistance Section 324, which specifically addresses management costs. FEMA allows both state and local applicants to claim funding to offset the cost to manage PA grants. The County can claim up to 5% of their disaster costs after insurance reductions. However, FEMA does not just give this money automatically, it must be substantiated and expended to ensure cost recovery.

We track our costs very effectively using a proprietary Excel workbook. Using our expert knowledge, we developed this system using Microsoft's trusted platform. This tracking program maintains client transparency, ensures grant compliance, and allows multiple users from different organizations to track their costs effectively.

HOURLY RATES

Position	Rate
Project Executive	\$185
Subject Matter Expert	\$200
Project Manager	\$168
Associate Project Manager	\$158
Public Adjuster	\$144
Senior Closeout Specialist	\$144
Closeout Specialist	\$119
Senior Engineer	\$141
Engineer	\$120
Senior Project Writer	\$130
Project Writer	\$120
Senior Planner/Trainer	\$142
Planner/Trainer	\$125
Administrative Specialist	\$48
Outreach Team Lead	\$97
Outreach Coordinator	\$89
Case Management Team Lead	\$105
Case Manager	\$94
Fiscal Compliance Specialist	\$119



**AMERICAN RESCUE PLAN ACT
2021 PROJECT MANAGEMENT
AND REPORTING**

SUBMITTED TO
Reno County, KS

OCTOBER 6, 2022

Innovating Solutions for a Changing World



GUIDING PRINCIPLES

iParametrics' Guiding Principles are the backbone of our business. We are a customer-focused, employee-driven firm dedicated to integrity, quality, and the highest standards of our industry. We enter each engagement committed to delivering the best products and services and exceeding our clients' expectations.

This commitment to excellence is made possible by the expertise and professionalism of our employees.

DELIVER RESULTS



Customer loyalty is the key to our future. Loyalty is built on trust - when we make a promise, we deliver.

SUPPORT COMMUNITIES



Our work is never "just projects"—people and communities are depending on our success.

INNOVATE



Seek opportunities to develop innovative solutions

BE PASSIONATE



Demonstrate passion for what you do

EMPOWER OUR EMPLOYEES



Our most valuable asset is our employees; with them nothing is impossible

Overall, we bring our customers a diverse group of creative, technical, and entrepreneurial talents, all focused on providing a memorable customer experience and a safer community.

October 7, 2022

Randy Partington
Reno County Administrator
206 West First Avenue
Hutchinson, KS 67501-5245

RE: Request for Proposal – ARPA Project Management and Reporting Services

Dear Mr. Partington,

iParametrics is pleased to submit our proposal for Reno County's request for consulting services, specifically in the areas of advisory services and overall grant management support for the American Rescue Plan Act. iParametrics is a leader in providing post-disaster recovery services, with decades of experience managing federally funded recovery programs around the country. Our current and previous work with similar communities gives us an understanding of how COVID-19 has impacted your local economy and community.

For this engagement, we will be joined by our long-time partners, Metric Consulting and AG Witt, LLC, to augment the expertise offered by iParametrics. Metric is minority-owned and a preeminent provider of comprehensive emergency management services, with decades of experience managing federally funded recovery programs around the country. Founded by a former FEMA director, AG Witt is a national disaster recovery services consulting firm that has been a leader in addressing the challenges of nearly every US disaster since 1993.

SELECTED COVID-19 TEAM EXPERIENCE

**OVER 12
GRANT
SUPPORT
PROGRAMS
LAUNCHED**

We are experienced in a variety of grant programs design

**\$20 MILLION +
FUNDS
DISBURSED IN
4 MONTHS**

We deliver results effectively and efficiently

**642 LMI
HOUSEHOLDS
SERVED**

We provide targeted, multi-lingual, income-based relief for those who need it most

**200+
AGENCIES
ASSISTED**

We enable community driven relief for governmental agencies, non-profits, and small businesses

The iParametrics team has been working together to deliver grant administration, technical assistance, and strategic planning support since the onset of the COVID-19 pandemic.

We will be your trusted partner to help administer funds to help local businesses, government entities, non-profits, and individual residents that have been significantly impacted by COVID-19. Our team knows how to set up successful programs that will ensure this takes place. We know successful programs are not driven by policy alone. Successful programs are driven by intentional design for action, innovative solutions to common problems, embedded compliance, and sound financial stewardship. They are scalable and nimble to the evolution of local needs, supported by structure and sound processes that guide and enhance uniformity without constricting progress. Our team offers Reno County several competitive advantages in the critical areas of program operations, innovation, knowledge, and cost to ensure your ARPA funding program lands among the successful.

- **The Operational Advantage:** For your programs to achieve operational excellence, intended benefit must flow seamlessly to the intended beneficiary. When the flow is interrupted, the program suffers - delays are encountered, money is wasted, and those in the most need is left without. Our team will deliver end-to-end processes for each program, ensuring the flow of your recovery is able to move forth uninterrupted, supported by linked, lean processes from beginning to end. We offer a unique expertise that combines form with function – compliance in action. We are results-driven and prepared to clearly lay forth how results will be achieved. We understand that many in our field can deliver program policy but many struggle to convert that policy to progress. We offer more than policy on paper; we offer policy in action.
- **The Innovation Advantage:** Innovation means doing more with less, increases the reach of your recovery programs, and unlocks new opportunities. We offer turn-key solutions for a web-based, born-digital recovery program, focused on leveraging data, streamlining processes, and centralizing record-keeping and reporting in a constantly accessible, digital location.
- **The Expertise Advantage:** In disaster recovery, expertise is a never-ending pursuit of understanding. We believe in ongoing personal development and development of those around us to foster a culture where the pursuit of knowledge is celebrated. We offer the County experts who possess knowledge of the nuance and intricacies of ARPA funding. True expertise is what bolsters our ability to demystify complex topics and distill intricate regulatory topics into accessible versions of compliance. This demystification results in programs that the public views as approachable, with compliance and control baked in.

**LEGAL NAME:**

iParametrics, LLC

**COMPANY ADDRESS:**6515 Shiloh Road, Suite 200
Alpharetta, GA 30005**PHONE NUMBER:**

770.664.6636

**PROJECT CONTACT:**Jeff Stevens, CEM, MEP
VP, Emergency Management
Cell: 401.536.8178
Fax: 770.664.6696
Email: jeff.stevens@iparametrics.com

In the following pages, we demonstrate the expertise of our dynamic team as well as our plan to implement Reno County's American Rescue Plan Funding Program. We believe that the team, key staff, and approach outlined in these pages shows that our team is qualified to provide the services requested. We are committed to delivering only the highest level of service to our clients and will follow all federal, state, and local laws to complete this project. **If awarded, the County can count on us to deliver a compliant, expedient, and efficient American Rescue Plan Act program.** We have not included pricing information or hourly rates as they were not requested but are happy to do so if the County needs!

Sincerely,



Paul Pelletier

Principal


iParametrics, LLC

To Whom It May Concern:

We understand that Reno County may not select any of the submitted proposals. We understand that if Reno County selects a proposal, Reno County shall select the proposal it determines to be in the best interest of Reno County.

The representation made in our Proposal is complete, truthful and accurate.

Company: iParametrics, LLC

Signature: 

Print Name: Paul S. Pelletier

Title: Principal

TABLE OF CONTENTS

3

SECTION 1

Firm Profile

7

SECTION 2

Key Personnel

28

SECTION 3

Project Experience

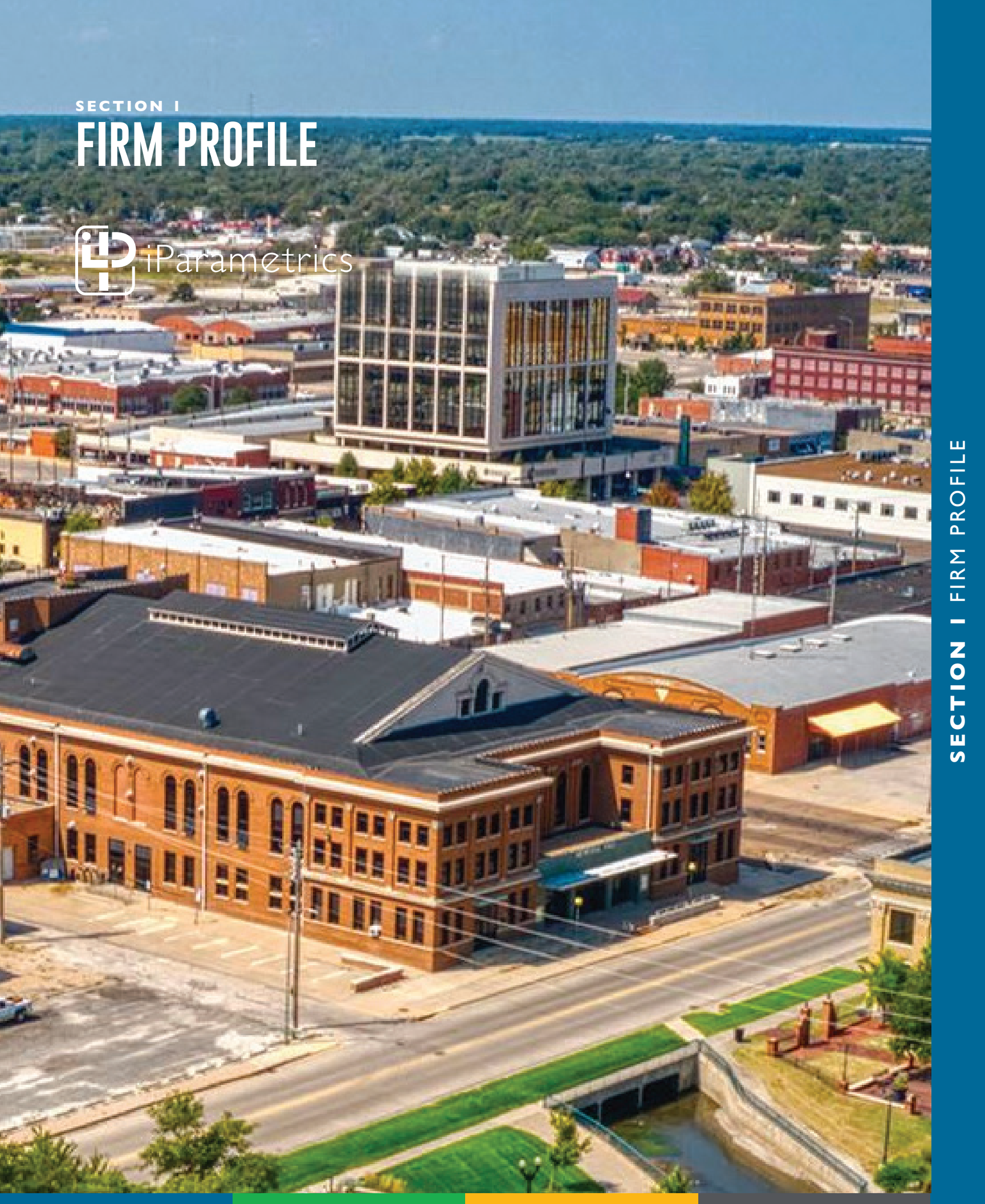
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SECTION 4

Work Approach

SECTION I

FIRM PROFILE



Firm Profile

FIRM INFORMATION



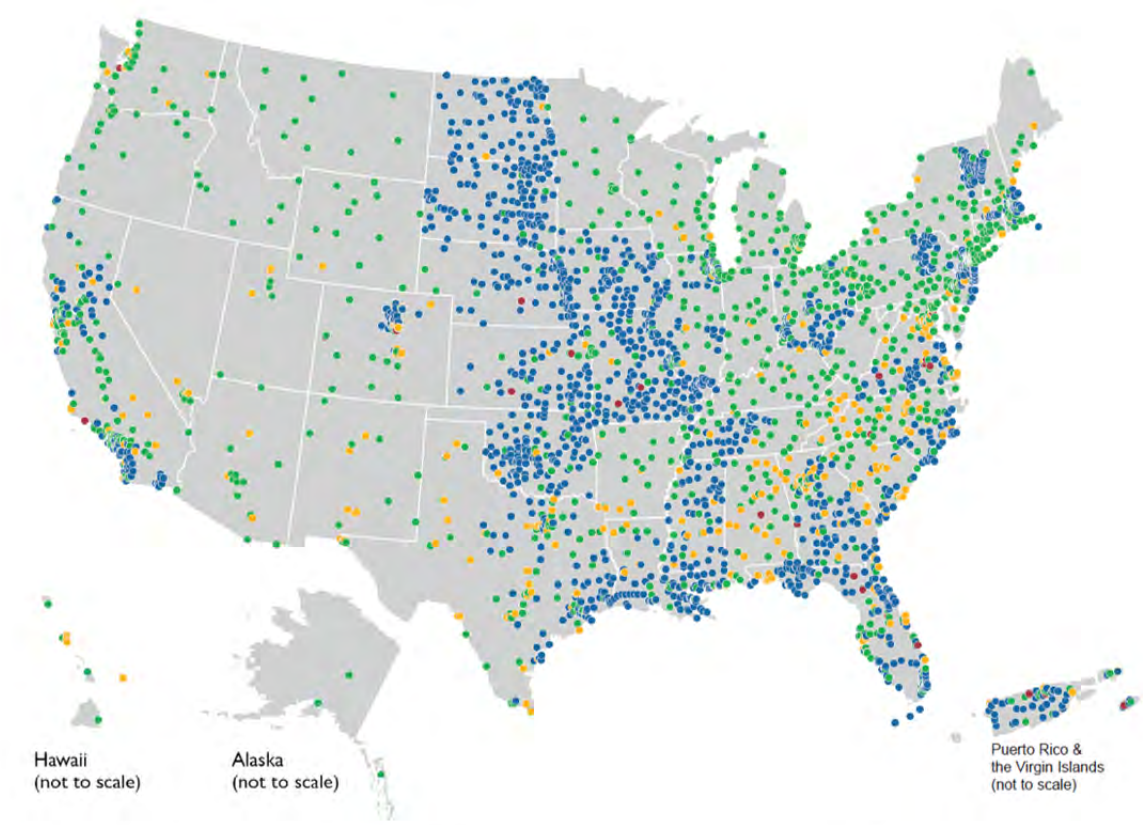
iParametrics is a recognized leader in emergency management, homeland security, program management, and cost engineering. We work on the most complex, cutting-

edge problems, offering client-focused solutions aimed at improving resilience. Our team of over 80 employees offers multi-faceted emergency and risk management, decision and analytical sciences, and program and cost-consulting solutions to a broad range of federal, state, and municipal clients throughout the country. This experience includes working with numerous federal agencies, over 30 states at the state level, and 500+ cities, counties, townships, and parishes in all 50 states in the United States since our founding in 2003.

OUR TEAM'S EXPERIENCE:

99.9% RECOVERY RATE	\$2B+ IN RECOVERED COSTS	40+ YEARS OF EXPERIENCE
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<p>Customer Satisfaction Dun & Bradstreet Open Ranking score of 94</p>	<p>Domestic Experience Proven performance in all 50 states</p>	<p>Global Reach Proven performance in 39 countries/territories</p>	<p>Industry Knowledge Supported 60+ Presidentially declared disasters</p>	<p>COVID-19 Experience Supported clients nationwide with COVID-19 response operations</p>
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- Analytics and Data Science
- Homeland Security
- Training and Exercises
- Emergency Management
- Project Management and Cost Estimation



Metric Consulting (Metric) is one of the largest privately held minority-owned full-service engineering firms specializing in disaster management, emergency response, and disaster grant management in the United States. Headquartered in Miami, FL, Metric was founded in 1976 on the principle of providing personalized consulting engineering services. Metric's commitment to excellence - combined with our unrivaled client service - has gained the firm an outstanding reputation and, more importantly, the trust and confidence of our clients. With 45 years of experience in emergency management and over 375 full-time personnel, Metric is one of the leading providers of quality professional civil engineering and emergency management services in the southeastern United States, Latin America, and the Caribbean. Metric is proud to be ranked by Engineering News-Record (ENR) as #429 on the 2019 Top 500 Design Firms; #54 on the 2018 Southeast Top 100 Design Firms; and #51 on the 2018 Top Construction Management-for-Fee Firms lists, respectively.

Metric is well-versed in US Treasury regulations, CDBG-DR, CDBG – Mitigation (CDBG-MIT), Federal Emergency Management Agency (FEMA) Public Assistance (PA) and other Federal Programs. They have led recovery initiatives nationwide, aiding clients in Texas, New Jersey, Alabama, Colorado, Connecticut, Florida, Louisiana, Rhode Island, South Carolina, Kansas, Iowa, and Georgia, as well as Latin America, and the Caribbean.



James Lee Witt has been a leader in addressing the response and recovery challenges of nearly every major U.S. disaster since 1993. AG Witt, LLC, a national disaster recovery services consulting firm, traces its roots to 2001 when, after completing eight years as Director of FEMA, James Lee Witt founded Witt Associates and began providing emergency management consulting services to state, county, and municipal government clients. In 2015, James Lee founded Witt Global Partners and in 2019 teamed with Atlys Global to form AG Witt and provide a broader selection

of innovative service offerings. AG Witt team of expert professionals have been senior leaders in the federal government as well as at the National Association of Counties.

AG Witt, LLC, provides comprehensive emergency management and disaster advisory services from the initial response to an event, through grant closeout and audit. They provide technical advice and staff augmentation for the administration of federal grant programs including the FEMA PA and Individual Assistance grant programs, HUD CDBG and CDBG-DR, the DOT, the FHWA, NRCS, Department of Education RESTART recovery advisory services, USDA, and FEMA Hazard Mitigation Assistance advisory services.

The AG Witt team recognizes that every disaster is different and that staffing requirements may vary from one disaster to the next as well as over the course of a disaster. They are proficient in all local, state, and federal regulations that apply to disaster events and disaster recovery programs. All team members are highly trained professionals, recognized leaders in the industry and are up to date on the latest FEMA policies and procedures.

Our team is proud to offer Reno County a comprehensive disaster recovery and American Rescue Plan Funding Program expertise—from beginning to end.

WHY THE IPARAMETRICS TEAM?

Our team can immediately meet the County's current or future emergency management needs, just as we have been doing for communities across the United States over the past year. We have helped design, staff, and implement long-term recovery, planning, and coordination efforts for large cities, states, and many local jurisdictions and non-governmental entities who have been significantly impacted by disasters. Our strong history of providing disaster recovery and response services to communities recovering from multiple simultaneous disasters gives our team the unique advantage of being able to hit the ground running, without a lag in program start time. We will provide Reno County guidance in not only navigating the COVID-19 recovery and relief process, but also in preparing for future disaster-related events.

Just like many other communities across the United States, Reno County is continuing your recovery process from the impacts of the COVID-19 pandemic. This recovery process began in 2020, when the County received more than \$11 million in federal money under the CARES Act dollars to local school districts, a half-dozen municipalities and several other entities within the county. These funds were used for a variety of relief programs, including reimbursement of unbudgeted expenditures due to COVID-19.

With the anticipation of over \$12 million as part of the ARPA, making your Rescue Plan funding program accessible to the community is critical to addressing local needs. The sooner a plan is in place, the sooner we can design programs to best meet community needs and federal requirements. We are prepared with a successful program to help Reno County reach these goals, a program which is already being used by similar communities across the nation.

iParametrics, Metric, and AG Witt staff have been working together since 2010 to deliver recovery, preparedness, and resilience programs around the nation. Our partnership and expertise have strengthened over the years as we have responded to an ever-intensifying period of disasters as one team. Beginning in 2020, we expanded our expertise to include COVID-19 recovery and CARES act funding. **Together, we supported disbursement of over \$20 million in federal CARES Act funding to aid 642 households, 139 small businesses, and 63 community organizations—providing bilingual services in English and Spanish.** In Finney County, Kansas, we implemented four programs that have served 100 households, 29 businesses, and 20 community organizations for the \$10.9 million in funding the County received. We also wrote a grant funding request for \$1.8 million in new state grants and launched four grant programs, which increased assistance to County residents and set the County up for success in terms of long-term economic viability.

We are currently supporting 20+ communities in nine states with the disbursement of over half a billion dollars in ARPA funding to address the impacts of COVID-19. This support includes programmatic compliance, program development and management, procurement, and project and expenditure reporting.

Together, our COVID-19 Recovery work has included:

- Program planning supported by detailed community needs assessment, stakeholder input, and federal guidance
- Program design and implementation of Emergency Rental and Mortgage Assistance Programs
- Planning support for continuity of operations and ongoing provision of essential services
- Design and implementation of small business grant programs
- Training workshops and support for community organizations involved in COVID-19 recovery and citizen support services
- Delivery of software solutions for web-based program applications and grant management systems
- Operations support for vaccine distribution including marketing, outreach, and call center
- Design and implementation of grant programs for non-profit and community organizations
- Assistance in selecting priority projects for funding and budget planning
- Cost recovery through FEMA Public Assistance
- Preparation of reports required by state and federal funders including the US Treasury
- Program policy and procedural development
- Technical assistance regarding federal regulation, including updated technical assistance based on updated federal guidance

We offer Reno County our tested and proven experience delivering programs smartly and efficiently in our new pandemic reality.

Our team offers expert insight into the requirements of the federal grants process, including grants through FEMA, HUD, the US Treasury, ARPA, and other funding sources as they become available. We are trained on the cutting edge of regulatory guidance at the state and federal levels. We have supported our clients in

**EXPERIENCE
MATTERS**

efforts which include grant writing, grant application development, benefit cost analysis, regulatory coordination, project monitoring, reimbursement services, payment reconciliation, procurement development and oversight, cross-cutting compliance (specifically with OMB's 2 CFR, Part 200 federal funding requirements), external relations, and financial management.

We know that disaster recovery projects usually require a significant expenditure of funds in a short timeframe, and that they must comply with applicable laws, regulations, and guidelines. Our expertise enables us to anticipate and avoid significant issues, both pre- and post-program launch.

Efficiency and expedience underly every decision that we make. We get it done right, and we get it done fast—we put efficiency at the center of everything we do, as we understand how vital this assistance is to the residents of Reno County. We rely on strong project management and open communication throughout the lifecycle of the program to deliver a compliant, efficient program that puts assistance in reach of those who need it fast. **In 2020, we launched 16 recovery programs and facilitated the delivery of over \$20 million in 4 months to individuals and small businesses throughout the State of Kansas suffering in the wake of COVID-19, an act that received praise and recognition from the State.** We are proud of these numbers, and we guarantee to continue using the same speed and efficiency for Reno County.

**SPEED
MATTERS**

We also know that local idiosyncrasies matter. A program in Kansas will not be the same as a program in Michigan, and a program in Reno County will not be the same as a program in Wyandotte County. To ensure we bring your program to the people who need it, we will perform a geographic/demographic analysis of Reno County to understand where there are concentrations of vulnerable populations. We will couple this information with additional outreach to the community to learn what's important to County residents and what gaps need to be closed.

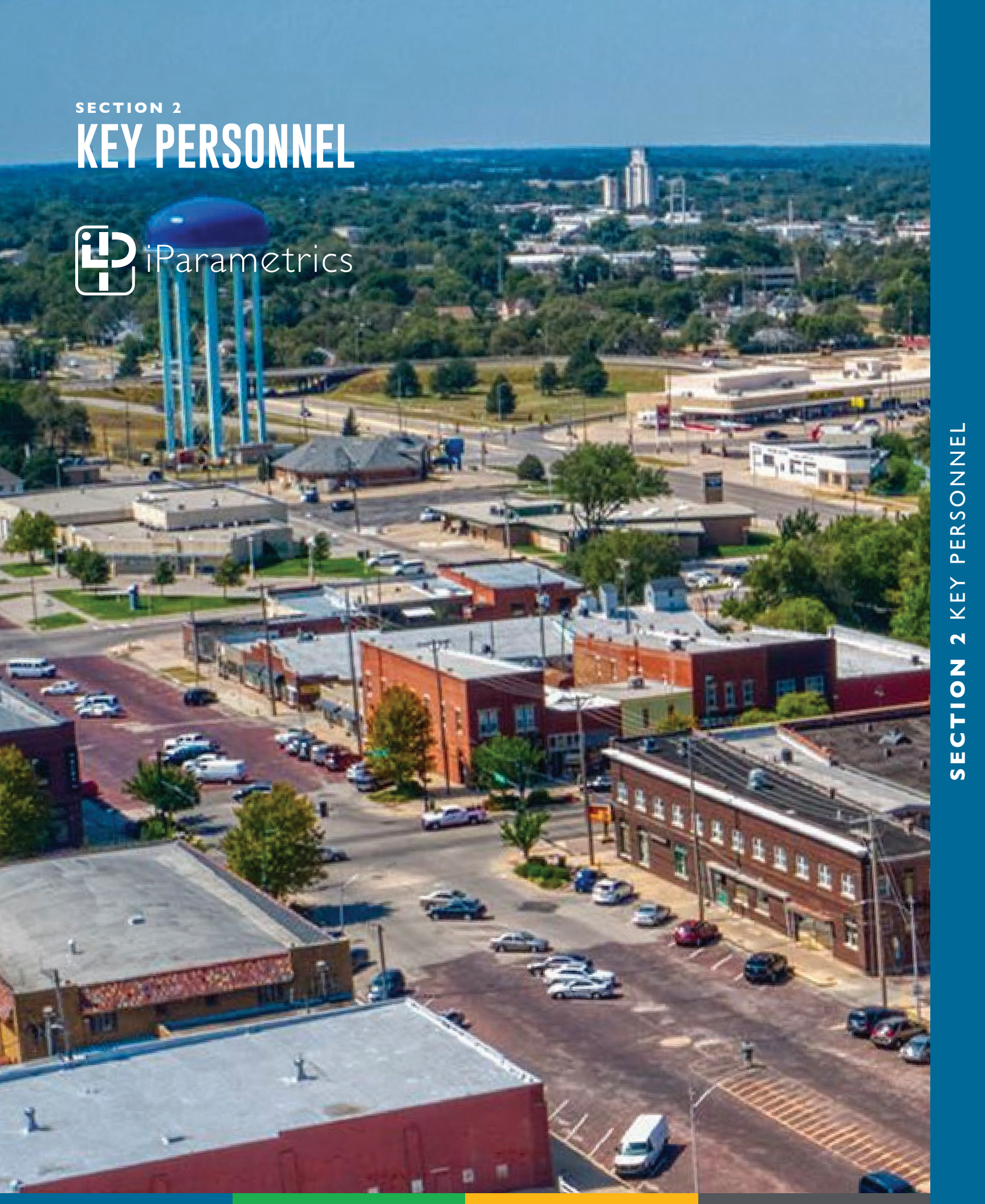
**PLACE
MATTERS**

SECTION 2

KEY PERSONNEL



iParametrics



Key Personnel

Name (Years' experience)	Skills and Abilities														
	Small Business Assistance Programs	COVID-19 Recovery Programs	Uniform Administrative Principles at 2 CFR 200	Financial Oversight and Cost Classification	Program Design	Process Design and Improvement	Grant Management Systems	Needs assessment	Cross-Cutting Regulation (Section 3; Davis-Bacon, etc.)	Stafford Act and Duplication of Benefits	Counseling and other support services	Benchmarking and data analysis	Outreach and Public Engagement	Federal Monitoring	Closeout
Jeff Stevens (15)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
James Lee Witt (50)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Margaret Larson (30)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Kennedy Shannon (12)	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Ben Redifer (4)		■		■	■	■				■	■	■			
Alex Boswell (3)		■	■	■	■		■			■			■	■	
Mark Homrich (38)	■	■	■		■	■	■	■			■		■	■	■
Mark Albright (25)	■	■	■		■	■		■	■		■	■	■	■	■
Ariel Mallett (6)	■	■	■		■	■	■	■			■		■	■	■
Justin Cauley (8)	■	■			■	■	■	■	■	■	■	■	■	■	■
Brenda Mathews (15)	■	■	■		■	■		■	■	■		■	■	■	■
Juliann Bertone (8)	■	■		■	■	■				■	■	■	■	■	■
Lindsey Holman (12)		■			■	■		■		■			■	■	
Les Whitmore (30)		■	■	■				■	■					■	■
Michael Domenichello (20)		■	■	■					■	■					

We are proud of our history as a leading provider of comprehensive disaster recovery consulting services and are pleased to introduce you to the key leadership team offered for this engagement. It is the people introduced in this section whose experience and expertise will continue to guide decisive action throughout Reno County’s American Rescue Plan Funding Program. The practical experience of the team outlined in these pages has prepared them with the insights needed to analyze, research, and deliver results.

The key staff presented in these pages have worked with grantees like Reno County around the nation to deliver the most creative, innovative, and comprehensive disaster recovery programs in sectors including single-family, multi-family and rental housing; economic development; infrastructure; planning; and capacity building using leveraged funding from multiple federal sources. All key staff proposed in these pages have prior recent experience implementing federal grant relief programs, funded through the US Treasury.

Our team has been carefully selected to deliver a mix of wide-ranging subject matter expertise, trusted insights, operational knowledge, and technical skills. **Our team is trained to deliver understanding, empathy, and solutions; tailor made for Reno County.** We are passionate about the clients we serve and the communities we support. **This group is supported by a deep bench of more than 1,500+ professionals who can be pulled in at a moment’s notice based on technical need.** Staff introductions below are followed by full resumes for each team member in the appendices.

Project Executive | Jeff Stevens, CEM, MEP



Jeff serves as iParametrics' Vice President of Emergency Management. In this role, he works closely with our clients to improve their resilience and enhance their recovery efforts, Jeff is hands-on leader known for his dogged advocacy on behalf of the communities we serve. In the wake of the COVID-19 pandemic, Jeff has served clients in Kansas, North Carolina, Massachusetts, and Rhode Island to leverage federal funding from multiple sources to deliver multiple initiatives, including federal grant programs. **Jeff led Finney County, Kansas, in efforts to apply for \$1.8 million in federal assistance, representing a nearly 20% increase in funding available for the County's COVID-19 recovery portfolio of programs.** He constantly identifies opportunities to ensure that our clients are leveraging all possible avenues to enhance their preparedness or build back better after a disaster. Jeff has experience in higher education from his time at New York University and in healthcare leadership from his time serving on the H1N1 pandemic team in Rhode Island. Jeff is a Certified Emergency Manager and FEMA Master Exercise Practitioner. He holds numerous Incident Management Team certifications and is also a volunteer firefighter. Jeff has been with iParametrics for four years.

Jeff is committed to assisting the County through program completion and can be reached anytime at 401.536.8178.

Senior Program Advisor | Margaret Larson



Margaret has nearly 30 years of emergency management, policy, and programmatic experience from working in the emergency management and governmental affairs at the federal, state, and local levels. Prior work includes serving as staff in the U.S. Senate, various leadership roles at FEMA, directing the Washington, D.C. office for the State of Illinois, delivering disaster services with Feeding America, and leading preparedness, training, response, and recovery efforts for clients during her tenure with national consulting firms. Her most recent work has been in the state of California, leading project teams in their COVID-19 disaster recovery and compliance with CARES Act requirements to receive the maximum recovery of costs. Margaret served in a variety of senior positions at FEMA including Executive Officer of the Response Division, Special Assistant to the Deputy Director, and in the Office of Congressional and Legislative Affairs. She began her career in Washington, D.C. as a legislative assistant to (retired) Senator Sam Nunn from her home State of Georgia. Margaret has been with AG Witt for three years.

Senior Program Advisor | Lindsey Holman, MPS



Lindsey is an experienced emergency management professional with a demonstrated history of working with federal, state, and local governments. Her expertise includes preparedness planning and training, staffing incident response operations, catastrophic planning, post-incident assessments, and disaster recovery. Over the last 12 years, Lindsey has worked with public and private clients in over 20 states to prepare, prevent, respond, and recover from natural and man-made disasters. She works with her clients to apply emergency management principles to the political side of crises management, which helps to bridge the gap between legislation, policy, and implementation. She supported county elected officials and emergency managers during multiple congressional testimonies regarding FEMA's management of disaster recovery support and implementation of the Disaster Recovery Reform Act. Her federal experience includes supporting FEMA's roll-out of the National Incident Management System (NIMS) Refresh, and guidance development for the National Qualification/Resource Typing System. Her disaster recovery work involved preparation of federal reimbursement claims, advocating on behalf of applicants for FEMA Public Assistance eligibility, and successfully lobbying for \$16 billion in Community Development Block Grant funding for areas impacted by disasters. Lindsey has been with AG Witt for two years.

Project Manager | Kennedy Shannon, JD



Kennedy Shannon is the Director of Long-Term Community Recovery at iParametrics. She has over a decade of disaster grant management, non-profit management, federal grant compliance, and diversity and inclusion experience. She has worked with clients from across the county on various long-term recovery projects. She provided subject matter expertise to the Texas General Land Office and their sub-applicants on their CDBG-MIT project. Kennedy also worked with the North Carolina Office of Recovery & Resiliency on their Rebuild NC Buyout Program where she drafted their policies and procedures and provided legal guidance. Additional work experience includes working with the City of Tallahassee on their Rebuild Florida Mitigation Grant Programs and with San Juan Puerto on their CDBG Management.

Kennedy has extensive experience working on the public sector side of grant management. She previously served as the Assistant Director of the Office of Grant Management for the City of Detroit, Michigan. In this role, she worked on various housing, economic development, and community economic services projects. While serving in this role, her total Neighborhood Community and Economic Development grant portfolio for private and federal dollars was over \$596 million. Kennedy has been with iParametrics for one year.

Associate Project Manager | Ben Redifer



Ben serves as an Associate Project Manager for iParametrics. He offers various response, planning, and recovery skills and knowledge to assist his clients. Ben started his Emergency Management career interning with the Florida SERT Mass Care Coordinator, where he created guidance documents and training for new grey sky staff. He went on to lead the Irma Sheltering Task Force, where he oversaw a team responsible for coordinating sheltering statewide during the largest shelter mobilization in state history. Ben has also worked with the Florida Salvation Army Disaster Services, where he led a case management operation where he was responsible for building and managing a local Hurricane Irma recovery program. He was promoted to coordinate the Salvation Army's regional recovery program for Hurricane Irma for nine counties where he led coordination efforts with case management partners

and was responsible for vetting over \$1.4 million dollars in Non-profit assistance.

During COVID-19, Ben assisted in long-term planning for the Human Service Branch where he provided internet data mining, analyzed search metrics, and supported Mass Care strategizing. Following the 2020 hurricane season, he served as the Deputy Site manager for the largest Mass Vaccination Site in Maryland and, most recently, Ben served in the Maryland COVID-19 Recovery Operation as the Planning Section Chief for the Vaccination and Testing Group. Ben's knowledge, hands-on experience, and diverse background provides him with the skills needed to meet client's needs. Ben has been with iParametrics for one year.

Associate Project Manager | Juliann Bertone



Juliann brings extensive experience in development and execution of housing programs, supportive services, and emergency rental assistance programs. Juliann began her career in state government, where she served the Colorado Department of Public Health as part of their communications team. Most recently, Juliann spearheaded efforts in Finney and Neosho Counties, both in Kansas, to deliver six recovery programs simultaneously, including a program which provided rent, utilities, and mortgage assistance to residents of both counties through the US Treasury's Coronavirus Relief Fund (CRF). **Under Juliann's leadership, all programs launched in September 2020 and were closed by December 2020, having expended the counties' CRF allocation and serving approximately 300 distinct applicants.**

Before that, Juliann served as the portfolio manager for the Puerto Rico Department of Housing's CDBG-DR funded housing programs directed at the island's most vulnerable citizens. In this engagement, Juliann coordinated efforts with six subrecipient HUD-certified counseling agencies and social interest housing providers around the island to deliver wrap-around housing counseling services and solutions to house vulnerable populations like those facing homelessness or living with substance abuse issues or AIDS. Juliann is well-versed in training and technical assistance, subrecipient management, program design, and federal grants compliance requirements. **Her cross-cutting experience in program management, communications and public engagement, housing advocacy, and collaboration with community-driven organizations makes Juliann well-rounded and uniquely suited to assist with this program.** Juliann has been with Metric for two years.

Associate Project Manager | Alex Boswell



Alex Boswell serves as an Associate Project Manager for iParametrics. Alex has spent her emergency management career working within the state of Florida on various projects, including six months within the State of Florida Emergency Operations Center focusing on the COVID-19 state-wide response as a Special Project Coordinator. She worked on several critical projects including test kit logistics, mass feeding efforts, and invoice review.

Alex started her career in the Florida Division of Emergency Management as a Project Manager for the Mitigation Bureau. In this role, she oversaw the Watershed Planning Initiative for the state. During her time with the Mitigation Bureau, Alex became a Florida Certified Contract Manager. While serving as the first Chief Resilience Officer for Florida's Chief of Staff, she met with stakeholders to discuss climate change projects occurring throughout the state. In her most recent roll, Alex worked as a Case Manager for the Clay County Voluntary Home Buyout Program as well as the Rebuild Florida Hurricane Irma Program. Alex has been with iParametrics for one and a half years.

FEMA Public Assistance Team Lead | Mark Albright



Mark is a highly skilled, dedicated professional with over 25 years of FEMA Public Assistance, Debris, STEP Pilot Program, and Government Contracting experience. He has helped the recovery efforts following numerous presidentially declared natural disasters, including Hurricanes Maria, Irma, Harvey, and Katrina, in addition to a variety of man-made disasters. Mark is currently leading a team to assist a County in applying for and documenting FEMA PA reimbursements related to the COVID-19 pandemic. His prior PA experience includes guiding clients through the recovery grants application process, serving as a subject matter expert on Category B-G projects, managing CDBG-DR implementations, and representing HMGP 4040 applicants while providing program guidance and oversight. Mark's background as a State of Florida General Contractor, cost estimator, code compliance inspector,

structural house mover, carpenter, and debris remover affords him a wide understanding of the documentation requirements expected to properly complete claims. Mark has been with iParametrics for four years.

Systems Development Team Lead | Mark Homrich



As Vice President of Analytics and Digital Solutions for iParametrics, Mark Homrich oversees the application of advanced analytics, machine learning techniques, and business process automation to Public Assistance projects to shorten response times, improve performance, and achieve greater cost efficiency. Mark has over 30 years of experience in consulting, product development, product management, project management, and business development across of a variety of functional domains and industries, including, recently, over 11 years of experience managing marketing, product development, and project management for a variety of technical disciplines for Siemens Digital Industries Software. While at Siemens, in his role as Director of Product Management, Mark led the development of several new products and solutions. Mark combines deep management experience with an entrepreneurial mindset to address old challenges in new ways. Mark has been with iParametrics for two years.

Systems Engineer | Ariel Mallett



Ariel currently serves on iParametrics' technology team as a Systems and Business Visualization developer and engineer. She holds a Master of Science degree in Engineering from the Georgia Institute of Technology and delivers the valuable insights our government clients need to efficiently improve services and deliver on their mission.

Ariel has extensive knowledge and experience in developing Business Intelligence and Geospatial Visualizations to show data by its various dimensions and multiple measures through dashboards and geospatial visualizations. She has extensive experience modeling, evaluating, and visualizing data for the purposes of cause-and-effect analysis and risk reduction. She has worked extensively on analytics modeling and visualizations for FEMA, the Department of Defense (DoD), and the Army Corps of Engineers (USACE), as well as numerous state and local agencies. Ariel has extensive experience with ESRI ArcGIS, is a Certified Qlik Business Visualization Engineer, and is experienced in using software such as ArcGIS, Quantum GIS, Tableau, Qlik, Python, and R to automate geospatial data acquisition and processing and create visualizations to transform complex data into easy-to-understand graphics. Ariel currently holds a Department of Homeland Security Public Trust Security Clearance. Ariel has been with iParametrics for five years.

Outreach Team Lead | Justin Cauley



Justin has more than nine years of Emergency Management and Disaster Recovery experience. Justin has supported disaster recovery projects in the states of New York, Colorado, South Carolina, Texas, and Puerto Rico. His responsibilities have included disaster case management, debris management, grant management, and compliance monitoring and implementation. Justin has a broad understanding of CDBG-DR and FEMA policy, with focused expertise in CDBG-DR Housing, and applications of the Uniform Relocation Act (URA). Justin was instrumental in delivery of over \$20 million across Finney, Seward, and Neosho Counties, Kansas, where he served as a Senior Closeout Specialist tasked with creation of policies and procedures, quality control, and ensuring performance and production standards for the Rent, Mortgage, and Utilities Assistance Program in each county. Prior to that, Justin served as

the director of Uniform Relocation Act (URA) compliance for the Puerto Rico Department of Housing's \$10.2 billion portfolio of 26 CDBG-DR funded programs. After Hurricane Sandy devastated New York, Justin was called upon to lead a team of analysts responsible for delivering the Small Rental Repair Program, Affordable Rental Opportunities Program, and Interim Mortgage Assistance program for the Governor's Office of Storm Recovery (GOSR), which served over 1,400 applicants by providing CDBG-DR funding to maintain or create affordable housing stock in the state. He also served the Texas General Land Office (GLO) as team leader for its pilot "Homeowner Opportunity Program" (HOP), which provided funding to eligible low-income households in hazardous areas to voluntarily relocate to areas of higher opportunity. Justin holds 12 distinct FEMA certifications in topics ranging

from debris removal to public information and has also supported FEMA funded projects in Florida, Colorado, and South Carolina. Justin has been with Metric for 10 years.

Technical Assistance Liaison | Les Whitmore, PE

Les is a Registered Professional Engineer and Registered Structural Engineer with 25 years of engineering experience specializing in roads, bridges, geotechnical engineering, and FEMA Public Assistance. He has 12 years of experience with the California Department of Transportation geotechnical department where he worked the full geotechnical spectrum. His experience includes retaining wall and foundation design, slope stability analysis, forensic studies, field work and laboratory testing. His design work experience includes over 75 projects including cantilever retaining walls, MSE walls, soil nail walls, soldier pile walls, sheet piles walls, box culverts, fabric reinforced slopes, sound wall foundations, arch bridge foundations, temporary bridge foundations, and building foundations. Since 2008, Les has been working with FEMA Public Assistance performing extensive structural and facility assessments including public facilities, critical infrastructure, transportation, and utilities. Les is a contractor with iParametrics.

Appeals Specialist | Michael Domenichello, JD

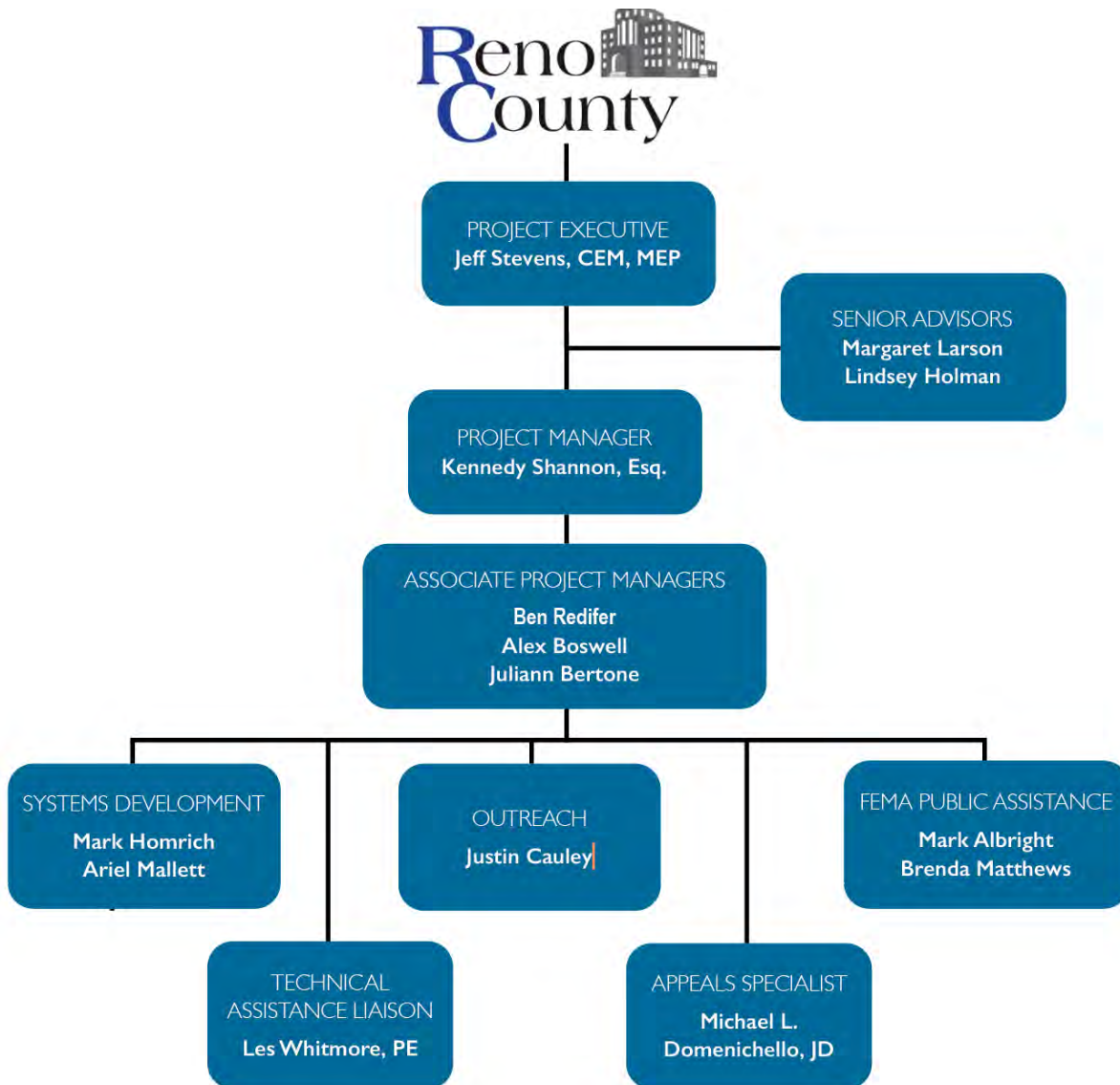
Michael has over 20 years of project management, training, and FEMA Public Assistance experience. While serving as a PDMG for multiple federally declared disasters, Michael was responsible for training new FEMA workers in addition to state, city and local governments on the Public Assistance policies and procedures. This training included the Stafford Act, FEMA Public Assistance Alternative Procedures, and Project Worksheets. He has overseen teams responsible for leading applicants through the federal grants process. Michael was responsible for reviewing project compliance and eligibility compliance in accordance with FEMA/DHS policies as well as the National Historic Preservation Act. He has performed and reviewed site inspections following natural disasters, created Disaster Damage Reports, and formulated appropriate Statements of Work. Michael has experience with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; cost recovery services; and complex program management services. Michael is a contractor with iParametrics.

Senior FEMA Public Assistance Specialist | Brenda Matthews



Brenda has an array of experience working alongside disaster recovery programs, starting in 2005 where she worked with a prime contractor for the State of Louisiana following Hurricane Katrina. Her 15 years of experience includes working on FEMA Public Assistance grant programs, Community Development Block Grant Recovery projects, and Hazard Mitigation Grant Programs following presidentially declared disasters Hurricanes Rita and Maria. She has strong experience in the federal grant application process and grant management. Brenda is skilled in monitoring all aspects of the PA and HMGP grant programs from application to closeout, and works with homeowners, contractors, and local, state, and federal staff to effectively and efficiently secure individual mitigation projects. Recently, Brenda worked in Puerto Rico on Hurricane Maria under the FEMA PA contract to conduct site inspections, formulate Damage Description and Dimensions (DDD) and Statements of Work (SOW), formulate project descriptions using Grant Manager, and manage applicants. Brenda has been with iParametrics for four years.

ORGANIZATION CHART



AUGMENTING THE TEAM WITH LOCAL INVOLVEMENT

We are committed to leveraging this contract to stimulate the local economy and grow the local workforce by augmenting our team with carefully selected local hires and through strategic partnerships with local Reno County community organizations. Including staff and trusted organizations who are part of the community increases representation of the local public in the program team. When applicants can relate with the people serving on the program team, efficiency is increased as relationships develop organically over shared experience. As new staff are enfolded by the program, our team will rely on a learning architecture that supports continuous development and improvement of the program team. New staff will be trained and fully available to support the program within one week of hire, supported throughout the life of the program with ongoing training by the Project Manager and access to our team of subject matter experts. **This group is supported by a deep bench of more than 1,500+ professionals who can be pulled in at a moment's notice based on technical need.**



JEFF STEVENS, CEM, MEP

VICE PRESIDENT, EMERGENCY MANGEMENT

Jeff serves as iParametrics' Vice President of Emergency Management. In this role, he works closely with our clients to improve their resilience and enhance their recovery efforts, Jeff is hands-on leader known for his dogged advocacy on behalf of the communities we serve. He constantly identifies opportunities to ensure that our clients are leveraging all possible avenues to enhance their preparedness or build back better after a disaster. Jeff has experience in higher education from his time at New York University and also in healthcare leadership from his time serving on the H1N1 pandemic team in Rhode Island. Jeff is a Certified Emergency Manager and FEMA Master Exercise Practitioner. He holds numerous Incident Management Team certifications and is also a volunteer firefighter. Jeff has 15 years of experience.

EDUCATION

- MA, International Relations, Salve Regina University
- BA, Administration of Justice, Salve Regina University

CERTIFICATIONS

- Certified Emergency Manager
- Master Exercise Practitioner
- FEMA Type III All-Hazard IMT

- **COVID-19 Pandemic Response, Finney County, Kansas.** Jeff is leading a team of disaster response specialists to apply for \$1.8 million in new state grants and launching four grant programs for the County.
- **COVID-19 Pandemic Response, Seward County, Kansas.** Jeff is leading a team of disaster response specialists to assist the County to apply federal grants to recover from the COVID-19 pandemic.
- **COVID-19 Pandemic Response, City of Lowell, Massachusetts.** Jeff is leading a team of disaster response specialists to assist the City with COVID-19 recovery, including applying for CARES Act funding reimbursements and planning for vaccine distribution.
- **COVID-19 Pandemic Response, Cranston, Rhode Island.** Jeff is assisting with disaster response to assist the City with their applications for reimbursement related to the COVID-19 pandemic.
- **COVID-19 Pandemic Response, Narragansett, Rhode Island.** Jeff is assisting with disaster response to assist the Town with their applications for reimbursement related to the COVID-19 pandemic.
- **COVID-19 Pandemic Response, Mecklenburg County, North Carolina.** Jeff is currently leading a team assisting Mecklenburg County with documenting and applying for FEMA reimbursements related to the COVID-19 pandemic.
- **2009 - 2010 H1N1 Pandemic, Rhode Island.** Responsible for the Rhode Island Healthcare Service region concept surge planning and mass vaccination strategies in coordination with the Hospital Association of Rhode Island.
- **New Jersey Central East Healthcare Coalition 5-Year Strategy, New Jersey.** Program Manager for the development of a 5-year strategy which was adopted by all regional healthcare facilities amid the prospect of shrinking Hospital Preparedness Program grant funds.
- **Northern New Jersey UASI Hospital Evacuation Framework, New Jersey.** Project Manager and lead author in creating a hospital evacuation framework, intended for adoption by all hospitals in a 7-county region serving more than 3 million New Jersey residents.





MARGARET LARSON

SENIOR ADVISOR

Margaret Larson is the Senior Vice President-Client Services for AG Witt. Her experiences combine nearly 30 years working in the emergency management and governmental affairs fields at the Federal, State and local levels. Her prior work includes serving as staff in the U.S. Senate, various leadership roles at the Federal Emergency Management Agency, directing the Washington, D.C. office for the State of Illinois, delivering disaster services with Feeding America, and most recently leading preparedness, training, response and recovery efforts for clients during her tenure with national consulting firms, most recently in California wildfire recovery operations. Margaret has experience with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; cost recovery services; and complex program management services.

EDUCATION

- BA, International Relations and History, Tulane University

EXPERIENCE

- **Long-Term Economic Recovery and Business Resumption Plan, Port of San Diego.** Consultant. Supported Mozaik Solutions in a series of whole community exercises for the San Diego Unified Port District's Emergency Management Program. This work led to the planning for long term recovery, for which she served as the project manager.
- **UC Santa Barbara, UC Berkeley, County of Marin, and Others, Covid-19 Recovery Services.** Program Director. Throughout the ongoing response to COVID-19, oversees the work conducted by various project teams at UC Santa Barbara, UC Berkeley, the County of Marin, and others. Provides technical advisory services for the recovery of costs related to the pandemic.
- **Disaster Recovery Services, Santa Rosa, CA.** Program Director. Served on a team that assisted the City of Santa Rosa with its PA and HMGP funding and, with the coordination of HCD and HUD, to obtain CDBG-DR funds for use in the City. Additionally, she assisted the City with understanding funding applications, project implementation, and reporting requirements to State and federal agencies.
- **Disaster Recovery Services, Sonoma County, CA.** Program Director. Assisted the County of Sonoma with all aspects of its financial recovery as a result of the Tubbs Wildfire, including FEMA Public Assistance, 406 mitigation, insurance for property damage and business interruption, Private Property Debris Removal, Hazard Mitigation Grant Program (FEMA Section 404) Notices of Interest applications, and FEMA Section 428 Alternative Procedures grant funding assistance.
- **Disaster Recovery Services, Santa Barbara County, CA.** Program Director. Led the team supporting the County of Santa Barbara with its financial recovery from the December 2017 Thomas fire, as well as the debris and mudflow disasters that occurred in early 2018. The team assisted with applications for other grants such as the EDA's Disaster Grant, the California Fish and Wildlife's Proposition 1 grant, and CDBG-DR data requests.





LINDSEY HOLMAN, MPS

SENIOR ADVISOR

Lindsey Holman is an experienced emergency management professional with a demonstrated history of working with federal, state, and local governments. She applies the emergency management principles to the political side of crisis management. She helps clients bridge the gap between legislation, policy, and implementation.

Over the last 12 years, Lindsey has worked with public and private clients in over 20 states to prepare, prevent, respond, and recover from natural and man-made hazards. Lindsey's work with state and local governments has involved preparedness planning and training, staffing incident response operations, catastrophic planning, post-incident assessments, and disaster recovery.

EDUCATION

- Master of Political Administration, George Washington University
- Bachelor of Science, Emergency Administration and Management, Arkansas Tech University

CERTIFICATIONS

- Multiple certifications in emergency management and homeland security

EXPERIENCE

- **AG Witt, Policy Advisor (2020-Present).** Providing advisory consulting services for CARES Act, ERAP and ARPA policy programs for clients in the cities of Milpitas, Berkeley, and Santa Barbara, California.
- **National Association of Counties (NACO), Associate Legislative Director For Justice And Public Safety (2018-2020).** Strategically plan and execute advocacy campaigns associated with public safety and criminal justice legislation. Engage with FEMA to provide stakeholder input during implementation of the Disaster Recovery Reform Act. Authored a local government impact analysis of the Disaster Recovery Reform Act.
- **Aegis Resilience, Founder/CEO (2017-2018).** Served as subject matter expert to a global law and government relations firm regarding the FEMA Public Assistance.
- **Eagle Hill Consulting, Associate (2015-2018).** Supported the rollout of updated National Incident Management System (NIMS) doctrine, including a new national qualification system and resource typing effort, for FEMA's National Integration Center. Facilitated program improvement and strategic planning workshop to support business process improvements for state agencies.
- **Witt O'Brien's, Senior Emergency Management Consultant (2009-2014).** Worked with congressional staff for the inclusion of a bill amendment for \$100 million in CDBG for Alabama housing recovery. Worked as a public assistance consultant on long-term disaster recovery for the State of Louisiana. Provided FEMA Public Assistance management to Virginia localities impacted by 2009 and 2010 blizzards.
- **Arkansas Department of Emergency Management, State Field Public Assistance Coordinator (2008).** Analyzed projects for repair and mitigation opportunities. Advocated on behalf of applicants. Worked with FEMA Officials to interpret and implement Federal disaster recovery policy. Reviewed completed project worksheets.





KENNEDY SHANNON, JD

PROJECT MANAGER

Kennedy Shannon is a grants expert with over 10 years of disaster grant management, nonprofit management, federal grant compliance, and diversity & inclusion experience across public and private sectors. She has a proven track record of using her excellent communications and organizational skills, together with her vast knowledge of federal grant regulations and federal funding requirements to guide clients through the legal and federal guidelines for a variety of grants. Kennedy is a subject matter expert in numerous federal programs including CDBG, CDBG-MIT, CDBG-DR, ESG, HOME, and ARPA.

EDUCATION

- Diversity & Inclusion Master's Certificate, Cornell University, 2021
- Project Leadership & Project Management Master's Certificate, Cornell University, 2015
- Juris Doctorate, University of Detroit Law School, 2010
- Bachelor of Science, Public Policy & Public Administration, Michigan State University, 2005

EXPERIENCE

- **City of Fayetteville, North Carolina, American Rescue Plan Act (ARPA).** Provide subject matter expertise in the American Rescue Plan Act and provide federal compliance with 2 CFR part 200. Assist with identifying applicable uses for ARPA funding that meets City's goals, including small business revitalization and broadband infrastructure.
- **Saline County, Kansas, American Rescue Plan Act (ARPA).** Provide subject matter expertise in the American Rescue Plan Act and provide federal compliance with 2 CFR part 200. Assist with developing and implementing programs/projects that meet ARPA federal requirements.
- **Texas General Land Office, Hazard Mitigation Grants Program Management.** Directly manage a staff of 3 and subcontractors for general management services related to HMGP Supplemental program implementation. Provide subject matter expertise on CDBG-MIT to sub-recipient applicants, as well as to the grantee Texas GLO.
- **North Carolina Office of Recovery & Resiliency, Rebuild NC Buyout Program.** Provided subject matter expertise, drafted policies and procedure for the program, applicant intake forms and processes, provided legal guidance and regulatory guidance regarding the program and state law.
- **City of Tallahassee, FL, Rebuild Florida Mitigation Grant Programs.** Managed a team of 5, drafted and submitted grant applications for the Rebuild Florida Critical Facilities Hardening program, General Infrastructure program, and General planning support program.
- **San Juan, Puerto Rico, CDBG Management.** Provided comprehensive compliance and program management services to facilitate disaster relief, recovery, restoration, and economic revitalization in area affected by natural disasters. Provided subject matter expertise in State and Federal CDBG-DR statutory responsibilities, including, but not limited to, performing grant administration services for non-housing and housing projects.
- **City of Detroit Assistant Director of the Office of Grant Management.** Housing, Economic Development, & Community Economic Services. Provided oversight of a grant portfolio of \$596,098,959.40 (private and federal dollars).





BEN REDIFER

ASSOCIATE PROJECT MANAGER

Ben serves as an Associate Project Manager for iParametrics. He offers various response, planning, and recovery skills and knowledge in the field of emergency management. Ben started his Emergency Management career interning with the Florida SERT Mass Care Coordinator, where he created guidance and training for new grey sky staff. He went on to lead the Irma Sheltering Task Force where he oversaw a team coordinating sheltering statewide during the largest shelter mobilization in state history. He has served on the Salvation Army's regional recovery program for Irma for nine counties where he led coordination with case management partners. Ben served as a member of the Human Services Branch during the COVID-19 pandemic and most recently worked as the Planning Section Chief for Maryland COVID-19 Recovery Operation.

EDUCATION

- BS, Political Science, Florida State University

CERTIFICATIONS

- EMI Professional Development Series

EXPERIENCE

- **State of Maryland Mobile Vaccination and Testing Task Force, Maryland.** Planning Section Chief. Developed and managed organizational chart and process structure for all mobile vaccination and testing. Managed Planning Section personnel and led tactical planning decision making process. Developed long-term mobile vaccination strategy for transition from FEMA teams to contract vendor teams.
- **State of Maryland M and T Bank Stadium Mass Vaccination Site, Maryland.** Deputy Site Manager. Coordinated planning and site leadership, White House and Secret Service for Vice Presidential tour and remarks. Created management tool for predicting staffing needs for increased vaccine distribution. Managed Volunteer Program incorporating as many as 60 volunteers per day. Served as acting mass vaccination site manager for 10 days including site's peak daily distribution of over 6200 doses.
- **ESF-6 Mass Care, COVID-19 and Hurricane Response, Tallahassee, FL.** State Emergency Response Team Special Project Assistant Intern for COVID-19 and Hurricanes Isaias, Laura, and Sally. Served as liaison between ESF-6, Catholic Charities, Farm Share and Florida Counties. Assisted in the activation and coordination between Florida State University Virtual Operation Support Team and ESF-6. Entered and updated missions and info-messages in Web-EOC.
- **The Salvation Army Emergency Disaster Services, Florida.** Regional Recovery Coordinator for Hurricane Irma. Coordinated funding between NGS and county long-term recovery groups, case management partners and the Salvation Army for 9 counties. Created training and guide documents to increase efficiency for disaster case managers. Facilitated, vetted, and tracked funding application



JULIANN K. BERTONE

ASSOCIATE PROJECT MANAGER

Juliann has extensive experience in CDBG-DR, cross-cutting federal compliance requirements and development, and execution of federally funded programs. She is a quality improvement project leader, who plans and organizes multiple projects, meetings and presentations; creatively collaborates with partners in government, non-profit, for profit, and academic settings to enhance project skill set; conducts data collection and specializes in data driven reports; and easily manages goals, details and scheduling.

Juliann is well-versed in training and technical assistance, subrecipient management, program design, and compliance requirements including CDBG-DR and the American Rescue Plan Act of 2021 (ARPA). With demonstrated subject matter expertise in public health and comprehensive disaster recovery, she is well-equipped to manage a broad range of disasters. As a graduate of the Regional Institute for Health and Environmental Leadership's Advanced Leadership Program, former member of the City of Boulder's Health Advisory Committee, collaborating member of the Colorado Department of Public Health Equity and Environmental Justice steering committee, voting board member of social justice non-profit Hawaii People's Fund, member of Hawaii Food Policy Council think tank, supervisor of graduate level practicum students, and volunteer organizer, Ms. Bertone offers unique experience in stakeholder engagement and delivery of community-driven solutions

EDUCATION

- MA, Global Leadership & Sustainable Development, Hawaii Pacific University
- BS, Integrated Marketing Communications, Ithaca College

CERTIFICATIONS

- Trainer – Center for Disease Control and Prevention's Crisis and Emergency Risk Communications (CERC)
- Certified Facilitator through the Rocky Mountain Public Health Training Center

TRAINING

- CDBPHE Project Management Essentials
- CDPHE Behavioral Health for Spokespersons Training
- FEMA Introduction to ICS for Operational First Responders
- FEMA National Incident Management System
- FEMA Joint Information Center / Joint Information System

EXPERIENCE

- **Coronavirus Relief Fund (CRF) Grant Management, Seward County, Finney County, and Neosho County, KS.** Program Manager. Juliann serves as Program Manager for Neosho and Finney County's suite of programs aimed at recovery and ongoing mitigation of impacts of COVID-19, including programs providing assistance to individuals and households, grants to small businesses, FEMA match, and grants to non-profits and government entities to design and administer recovery initiatives
- **ARPA Grant Management, Saline and Unified Government of Wyandotte County and Kansas City, KS.** Associate Program Manager. Under two separate endeavors, Juliann assists County staff in quickly, compliantly, and efficiently expending ARPA funds, including planning supported by needs assessments and stakeholder engagement, design and implementation of grant programs, preparation of reports required by state and federal funders including the U.S. Treasury, and technical assistance in federal regulation, including updated guidance based on current federal guidance.. Supervisor: Juliann served as Portfolio Manager for Puerto Rico's suite of CDBG-DR programs targeted to address the needs of its most vulnerable, including a Social Interest Housing Program and Housing Counseling Program. In this role, she managed a portfolio of over \$50 million.





ALEX BOSWELL

ASSOCIATE PROJECT MANAGER

Alex Boswell serves as a Project Manager for iParametrics. Alex started her career in Emergency Management in the Florida Division of Emergency Management as a Project Manager for the Mitigation Bureau. In this role, she oversaw the Watershed Planning Initiative for the state. Alex has also served as the Chief of Staff for Florida's first Chief Resilience Officer. This role required that she meet with stakeholders to discuss climate change projects going on around the state. Alex has also worked at the Special Projects Coordinator for Florida's COVID-19 response working on everything from testing logistics to mass feedings across the state. In her most recent role, Alex worked as a Case Manager for the Clay County Voluntary Home Buyout program as well as the Rebuild Florida Hurricane Irma program.

EDUCATION

- MS, Forest Resources and Conservation, University of Florida
- BS, Forest Resources, emphasis in Wildlife, University of Georgia
- BA, Journalism, emphasis in Digital and Broadcast Journalism, University of Georgia

CERTIFICATIONS

- Florida Certified Contract Manager

EXPERIENCE

- **ReBuild Florida Hurricane Irma Construction Management**, Construction Case Manager for Excel Contractors. Completed file management for the Rebuild Florida project. Ensured all files were accurate and complete for permitting and close out information. Worked with homeowners to ensure all questions were answered and made sure their homes were safe and secure for them to live in after construction. Reached out to homeowners weekly to discuss issues and resolved them with other team members.
- **Clay County Voluntary Home Buy Out Grant**, Case Manager. Responsible for managing several case files for the Clay County Voluntary Home Buyout Program. Worked to perform income verification and duplication of benefits analysis for applicants within the program. Managed the Voluntary Home Buyout Budget for Clay County and ensured that all reports were completed for the program.
- **COVID-19, State of Florida Response**, Special Projects Coordinator. Worked with other partners to manage the flow of donations from various companies to different partner agencies including homeless shelters and feeding partners. Worked the logistics for COVID-19 test kits and managed how the test kits were distributed across the state of Florida. Wrote the state-wide plan for drive-through testing sites.
- **Florida Office of Resilience, State of Florida**, Chief of Staff. Arranged and participated in meetings regarding resilience projects occurring across the state with various governmental, private, and non-profit agencies from Florida and other states. Traveled alongside the Chief Resilience Officer to various locations across the state to learn about climate change projects happening at the local level.



MARK ALBRIGHT

FEMA TECHNICAL ASSISTANCE SPECIALIST

Mark is a highly skilled, dedicated professional with a wide range of Public Assistance, Debris, STEP Pilot Program, and Government Contracting experience. Mark's background as a State of Florida General Contractor, cost estimator, Code compliance inspector, structural house mover, layout carpenter, and debris removal volunteer affords him a wide understanding of the documentation requirements expected to properly complete claims.

EDUCATION

- BA, Building Construction, University of Florida

CERTIFICATIONS

- Active FEMA Security Clearance

EXPERIENCE

- **FEMA Public Assistance Technical Assistance Contract, Hurricane Maria.** Served as PA Technical Specialist for the FEMA PA Contract through the Fluor/iParametrics' team for multiple municipalities in Puerto Rico and Jackson County, Florida following Hurricane Maria.
- **FEMA Public Assistance Technical Assistance Contract, Hurricane Irma.** Served as PA Technical Specialist for the FEMA PA Contract, working in the US Virgin Islands to represent multiple applicants after DR4335 and DR4340.
- **FEMA Public Assistance Technical Assistance Contract, Hurricane Harvey.** Served as a PA Technical Specialist for the FEMA PA Contract through IEM in Houston after DR4332. Worked as a Subject Matter Expert on Category B-G projects citywide.
- **FEMA Public Assistance Technical Assistance Contract, Florida Severe Storms, Tornadoes, Straight-line Winds, and Flooding.** Mark is currently leading a team assisting Mecklenburg County with documenting and applying for FEMA reimbursements related to the COVID-19 pandemic.
- **FEMA Public Assistance Technical Assistance Contract.** Served as a PA Technical Specialist for the FEMA PA Contract through IEM in New York. Generated a thorough representation of HMGP 404 applications through coordination with NY DHSES and completed application eligibility evaluations.
- **FEMA Public Assistance Technical Assistance Contract.** Managed and provided guidance on CDBG-DR implementation for New Jersey Stronger Elevation Program and delivered leadership in the development of the program.
- **FEMA Public Assistance Technical Assistance Contract, Hurricane Katrina and Rita.** Served as a PA Technical Specialist for the FEMA PA Contract through the Shaw Group in New Orleans. Group leader of four Team Leads and 24 Mitigation Analysts. Provided oversight of recovery grant processes in accordance with HMGP (404) regulations through coordination with Office of Community Development (OCD).





MARK HOMRICH

VICE PRESIDENT, ANALYTICS & DIGITAL SOLUTIONS

As Vice President of Analytics and Digital Solutions for iParametrics, Mark Homrich oversees the application of advanced analytics, machine learning techniques, and business process automation to Public Assistance projects to shorten response times, improve performance, and achieve greater cost efficiency. Mark has over 30 years of experience in consulting, product development, product management, project management, and business development across a variety of functional domains and industries, including, recently, over 11 years of experience managing marketing, product development, and project management for a variety of technical disciplines for Siemens Digital Industries Software. While at Siemens, in his role as Director of Product Management, Mark led the development of several new products and solutions. Mark combines deep management experience with an entrepreneurial mindset in order to address old challenges in new ways.

EDUCATION

- BS, Industrial Engineering, Georgia Institute of Technology

EXPERIENCE

- **Georgia Regional Mountain Commission.** VP, Analytics and Digital Solutions. Supported the analysis of COVID-19 impact to business enterprises in the thirteen counties in the region
- **Siemens Digital Industries Software, Alpharetta, GA.** Director, Product Management – Applications and Industry Solutions. Responsible for managing the complete lifecycle of a variety of business applications and solutions for on premises and Cloud deployment, including analytics, workflow, program and project management, collaboration, document management, and others. Authored business proposals to obtain corporate funding, developed strategic partnerships, and supported key customers.
- **Planview, Inc.** VP of Business Development and Solution Architects. Led a national team of solution architects to provide pre- and post-sales support to customers. Implemented a business development program to expand relationships with consulting firms, systems integrators, and technology firms with the objective to grow the business and penetrate new industries, including the public sector.





ARIEL MALLET

SYSTEMS ENGINEER

Ariel currently serves on iParametrics' technology team as a Systems and Business Visualization developer and engineer. She delivers the valuable insights our government clients need to efficiently improve services and deliver on their mission. Ariel has extensive knowledge and experience in developing Business Intelligence and Geospatial Visualizations to show data by its various dimensions and multiple measures through dashboards and geospatial visualizations. She has extensive experience modeling, evaluating, and visualizing data for the purposes of cause-and-effect analysis and risk reduction. She has worked extensively on analytics modeling and visualizations for the Federal Emergency Management Agency (FEMA), the Department of Defense (DoD), and the Army Corps of Engineers (USACE), as well as numerous state and local agencies. Ariel has extensive experience with ESRI ArcGIS, is a Certified Qlik Business Visualization Engineer, and is experienced in using software such as ArcGIS, Quantum GIS, Tableau, Qlik, Python, and R to automate geospatial data acquisition and processing and create visualizations to transform complex data into easy-to-understand graphics. Ariel currently holds a Department of Homeland Security Public Trust Security Clearance.

EDUCATION

- MS, Civil Engineering, Georgia Institute of Technology
- BS, Civil Engineering, University of California

CERTIFICATIONS

- GIS Certified
- Qlik Sense Business Analyst Certification

EXPERIENCE

- **Weld Hazard Mitigation Plan, Weld, Colorado. Geospatial Engineer.** Developed a suitability model on Esri ArcGIS Pro to identify areas of highest risk to Weld County. Ingested and processed data from over 10 different state and federal agencies into continuous, hazard-specific raster layers. Transformed the hazard-specific layers to a common hazard scale and weighted the hazard types relative to one another based on population likely affected to generate a composite risk layer.
- **Disaster Response Planning and Management Suite, Geospatial Engineer/Developer.** Developed a suite of applications targeted at reducing the cost burden and expediting the timeline of multiple phases on the disaster management process. Created scripts in R to automate the scraping of data from website pages. Created data load scripts in Qlik Sense to request data from multiple APIs and automated the process so that the timeliness of the data is maintained. Processed, transformed and created geospatial datasets using programming languages, such as R and Python, and GIS software, such as QGIS and Esri ArcGIS. Developed Qlik Sense applications to allow users to visualize and interact with the data and machine learning model results.
- **Titus Human Performance Model. Geospatial Engineer.** Created the user interface and visualizations for the SPEAR, a Department of Defense program, project that provided predictive and prescriptive outcomes utilizing military healthcare data. Created data load scripts in Qlik Sense to read in the results from the machine learning model and anonymize Personally Identifiable Information (PII).





JUSTIN CAULEY

TEAM LEAD / GRANTS SPECIALIST

EDUCATION

- BS, English, Troy State University

CERTIFICATIONS

- IS 00001.a – Emergency Manager: An Orientation to the Position
- IS-00029 – Public Information Officer Awareness
- IS-00030.a – Mitigation eGrants System
- IS 00042 – Social Media in Emergency Management
- IS 00100.b – Introduction to Incident Command System
- IS00200.b – ICS for Single Resources and Initial Action Incident
- IS00393.a – Introduction to Hazard Mitigation
- IS00453 – Introduction to Homeland Security Planning
- IS00632.a – Introduction to Debris Operations
- IS00634 – Introduction to FEMA's Public

Justin has more than eight years of Emergency Management and Disaster Recovery experience. Justin has supported disaster recovery projects in the states of Colorado, South Carolina, Texas, and Puerto Rico. Responsibilities have included disaster case management, debris management, grant management, and compliance monitoring and implementation. He has provided FEMA Public Assistance grant management services to Larimer County, Colorado and was deployed to South Carolina following the February 2014 Severe Ice Storm where he assisted in field inspection and verification ensuring all contractors complied with FEMA requirements. Justin served as a Disaster Case Manager Supervisor, providing comprehensive mobility counseling and disaster case management services to eligible homeowners under the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery Program within the Deep East Texas Council of Governments (DETCOG) (67 Applicants) and Liberty County, Texas (116 Applicants). In this role Justin worked with Low to Moderate Income Homeowners, the Texas General Land Office, Real Estate Agents, Subrecipients and their Legal Team, Insurance Agencies, Title Companies, Gas/Electric Companies, Builders, and Inspectors in order to ensure all parties worked together in a timely manner to successfully assist Applicants, as well as comply with the program guidelines set forth by HUD and GLO.

EXPERIENCE

- **American Rescue Plan Act (ARPA), Providence, RI.** Case Manager. Serves as the Lead Case Manager for Providence, Rhode Island's Small Business Grant Program, aimed at providing 2800 small businesses with a \$2500 grant. Mr. Cauley provided reviews for each application throughout the entire application process, including, but not limited to: intake, eligibility, payment processing, and close out, all while also providing technical assistance to applicants.
- **Coronavirus Relief Fund (CRF) Grant Management, Seward County, Finney County, and Neosho County, KS.** Process Engineer. Justin serves as process engineer tasked with creation and maintenance of program processes and workflows supported by data management systems for Neosho, Seward, and Finney County's suite of programs aimed at recovery and ongoing mitigation of impacts of COVID-19, including programs providing assistance to individuals and households, grants to small businesses, FEMA match, and grants to non-profits and government entities to design and administer recovery initiatives.
- **Hurricane Laura: Louisiana Districts 2,3,7, and 8.** Data Manager. Justin serves as a Supervisor overseeing QC/QC and data analysis for the Hurricane Laura debris clean up project. Justin has overseen the documentation, reconciliation, and invoicing of over 2.6 million cubic yards of debris.





LES WHITMORE PE, RSE

SENIOR ENGINEER

Les is a Registered Professional Engineer and Registered Structural Engineer with 25 years of engineering experience specializing in roads, bridges, geotechnical engineering, and FEMA Public Assistance. He has 12 years of experience with the California Department of Transportation geotechnical department where he worked the full geotechnical spectrum. His experience includes retaining wall and foundation design, slope stability analysis, forensic studies, field work and laboratory testing. His design work experience includes over 75 projects including cantilever retaining walls, MSE walls, soil nail walls, soldier pile walls, sheet piles walls, box culverts, fabric reinforced slopes, sound wall foundations, arch bridge foundations, temporary bridge foundations, and building foundations. His field work experience includes overseeing drill rig operations, collecting samples, conducting in-situ testing and creation of boring logs. He has conducted in-situ testing such as standard penetration testing (split spoon sampler), cone penetrometer, TSR deflection testing, nuclear gauge density, acoustic emissions, deflectometer, and standard infiltration tests. He has also conducted lab testing including Atterberg limits, particle size sieve analysis, organic soils content, moisture content, triaxial tests, direct shear, R-value (California test 301), and modified Proctor. Since 2008, Les has been working with FEMA Public Assistance performing extensive structural and facility assessments including public facilities, critical infrastructure, transportation, and utilities. He is familiar with seismic standards and has previously worked with water storage tanks.

EDUCATION

- BS, Structural Engineering, Brigham Young University
- Federal Highway Administration: Shallow Foundations, Deep Foundations, Geosynthetic Reinforcement, Geotechnical Instrumentation

CERTIFICATIONS

- Registered Professional Engineer: Utah, Nevada, California, Missouri, and Arizona
- Registered Structural Engineer: Utah

EXPERIENCE

- **Route 1 Landslide Mitigation. Northern CA.** Involved with numerous restorative projects on Scenic Route 1 between Fort Bragg and Point Arena, CA, most of which were landslides. Responsible for planning field investigation, development of the field instrumentation plan laboratory testing, mitigation recommendations, geotechnical report, and construction oversight.
- **Oregon Mountain Slope Buttress. Route 299, CA.** Designed and managed mitigative efforts, conducted field testing, and performed the design work and assisted in the construction of a 300' by 40' reinforced buttress to successfully contain a 1000' long slide.
- **American River, Folsom, CA.** In conjunction with Caltrans and the California Department of Water Resources, assisted in the design of 3 miles of replacement levees along the American River in Folsom, CA. Project included the exploration and analysis of the existing levees and their foundations, analysis and design of the replacement levees, and stage construction of levees.
- **Chino Hills Freeway (Route 71). Chino Hills, CA.** Provided engineering oversight for the design and construction of Route 71. The project was a 9-mile segment with 6 lanes of controlled-access freeway, that included six major bridges (overpasses) and two retaining walls.



MICHAEL DOMENICHELLO

APPEALS SPECIALIST

EDUCATION

- Juris Doctorate, University of Dayton School of Law
- BA, Political Science, University of South Florida
- AA, Criminal Justice, St. Petersburg College

CERTIFICATIONS

- CEP Level I - Series 7 & 63
- DHS Public Trust Security Clearance
- Active FEMA Badge

Michael has over 20 years of project management, training, and FEMA Public Assistance experience. While serving as a PDMG for multiple federally declared disasters, Michael was responsible for training new FEMA workers in addition to state, city and local governments on the Public Assistance policies and procedures. This training included the Stafford Act, FEMA Public Assistance Alternative Procedures, and Project Worksheets. He has overseen teams responsible for leading applicants through the federal grants process. Michael was responsible for reviewing project compliance and eligibility compliance in accordance with FEMA/DHS policies as well as the National Historic Preservation Act. He has performed and reviewed site inspections following natural disasters, created Disaster Damage Reports, and formulated appropriate Statements of Work. Michael has experience with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; cost recovery services; and complex program management services.

EXPERIENCE

- **DR-4339, Hurricane Maria, Puerto Rico.** Served as a Project Delivery Manager, working to provide training and guidance to FEMA, state, and local governments on FEMA Public Assistance policies and procedures.
- **DR-4339, Hurricane Michael, Florida.** Served as a Project Delivery Manager. Selected to obtain a Florida State Security Clearance to perform inspections and estimates on secure facilities. Organized and lead FEMA PA funding applicant communication throughout the grant application process and held recovery scope meetings.
- **DR-1551, Hurricane Ivan, and DR-4339, Hurricane Maria, US Virgin Islands.** Served as a Project and Materials Specialist, managing a team of Project Specialists and Program Delivery Managers tasked with facilitating sub-grantee applications for Public Assistance funds.
- **DR-4431, Severe Winter Storms and Flooding, California.** Program Delivery Manager, tracking the progress of 170 team assigned projects worth over \$15M. Coordinated with the California Office of Emergency Services to track and report all team projects and provide input of projects that had federal grant eligibility concerns.
- **New Jersey Department of Environmental Protection.** Regional Field Manager, supporting efforts during the Department's Hurricane Sandy Waterway Recovery Project. Reviewed eligibility compliance while working in the field and maintained appropriate debris handline activities in accordance with FEMA policy. Monitored contractors to ensure compliance with appropriate New Jersey Department of Environmental Protection task orders, work plans, and Section 106 of the Historic Preservation Act. Responsible for creating and managing budgets.





BRENDA MATHEWS

SENIOR GRANTS MANAGER

Brenda's experience with disaster recovery programs began in 2005 following Hurricane Katrina where she worked with a prime contractor for the State of Louisiana. Since then, Brenda has worked on FEMA Public Assistance grant programs, Community Development Block Grant Recovery projects, and Hazard Mitigation Grant Programs following Hurricanes Rita and Maria. In her most recent role, Brenda worked in Puerto Rico on Hurricane Maria recovery with the iParametrics / Fluor team under the FEMA PA contract to conduct site inspections, formulate DDDs and SOWs, formulate project descriptions using Grant Manager, and manage applicants requesting funding. She has strong experience in the grant's application process and grant management.

EDUCATION

- University of Louisiana-Lafayette

CERTIFICATIONS

- Certified Paralegal
- FEMA Emergency Management Institute, Course E0381: Project Specialist

EXPERIENCE

- **FEMA Public Assistance Technical Assistance Contract, Hurricane Maria.** Managed seven private, non-profit critical and non-critical applicants in the Health and Social Services sector. Analyzed eligibility of expenses based on applicant and facility usage.
- **FEMA Public Assistance Technical Assistance Contract, Hurricanes Katrina and Rita.** Analyzed costs by developing spreadsheet reports and verification of information. Researched procurement issues to ensure FEMA requirements were satisfied.
- **Hunt, Guillot and Associates.** Served as Grant Manager for a Hazard Mitigation Grant Program, monitoring all aspects of the program from application to closeout. Coordinated with homeowners, contractors, and local, state, and federal staff to effectively and efficiently secure and carryout individual mitigation projects.
- **Hunt, Guillot and Associates.** Reviewed and prepared projects for state monitoring and state/federal audits under the Community Development Block Grants and Hazard Mitigation Grant Program. Maintained, audited, and ensured projects complied with current federal and state requirements.
- **Shaw Group, State of Louisiana Prime Contractor, Hurricanes Katrina and Rita Emergency Response.** Audited and ensured all contractor files were accurate and in accordance with federal regulations. Monitored purchasing and procurement records. Gathered, maintained, and reported small business statistics to various government agencies.



SECTION 3

PROJECT EXPERIENCE



SECTION 3 PROJECT EXPERIENCE

Project Experience

We understand the intricacies of the laws, regulations, policies, timelines, processes, and systems that govern the ARPA funds and can demystify such topics into plain language and easy to execute directives. We are confident that we have the expertise necessary to support your decision-making to optimize your program to complement multi-faceted state, local, and regional recovery efforts. We are proud of our history serving our clients in their time of need and the resulting trust and confidence that our clients have in us.

In the table below we have summarized recent projects that highlight services most like those that we would perform for Reno County. In the following pages, you will find detailed project descriptions and references. The map on the following page also shows our extensive experience in Kansas. The County is welcome to contact any of our references below or on the attached project sheets.

Client / Location	Project Description	Contract Dates	ARPA Allocation Amount
City of Hutchinson / Kansas	The iParametrics team is supporting the City of Hutchinson's ARPA program to meet City goals of childcare support, broadband infrastructure, economic development, and more to help the City's residents recover from the COVID-19 pandemic.	August 2022 - Ongoing	\$6.1 million
Saline County / Kansas	The iParametrics team is providing the County with technical advisory services related to COVID-19 recovery while developing and implementing strategies designated to maximize federal and state assistance.	July 2021 - Present	\$10.5 million
Finney County / Kansas	The iParametrics team delivered turn-key solutions for comprehensive management of COVID-19 recovery funding through the US Treasury's CRF grant. We provided program design, implementation, and management services, and have guided the County in securing \$1.8 million through FEMA PA grants. We were recently selected to support the County with their ARPA funds as well.	07/2020 – Ongoing	\$7.1 million
Seward County / Kansas	The iParametrics team provided comprehensive management of COVID-19 recovery funding: providing program design, implementation, and management services for the County's CRF grant. We were recently selected to support the County with their ARPA funds as well.	07/2020 – Ongoing	\$4.1 million
Unified Government of Kansas City & Wyandotte County / Kansas	iParametrics is supporting the Unified Government's COVID-19 response and recovery efforts, which includes applying for recovery funding reimbursements and grant management services. We are providing professional consulting services related to grant discovery, community liaison, and technical government grant writing to maximize their ARPA allocated relief funds while identifying and applying for additional opportunities.	07/2021 – Ongoing	\$87.5 million
City of Fayetteville / North Carolina	The iParametrics team is supporting the City of Fayetteville's COVID-19 response and recovery efforts by identifying applicable uses for their ARPA funds to meet City goals through the initiation of specialized programs, including small business revitalization and new broadband infrastructure.	06/2021 – Ongoing	\$40.4 million

Chatham County / Georgia	iParametrics is supporting the County's small business grants program using ARPA funding to support local businesses that are still recovering from COVID-19. We helped the County to design and implement the grant program, including marketing, helping with applications, and providing outreach.	02/2022 - Ongoing	\$56.2 million
City of Kalamazoo / Michigan	The iParametrics team is supporting the City of Kalamazoo's ARPA funding by identifying applicable uses for their ARPA funds to meet the County's objectives for recovery.	04/2022 - Ongoing	\$38.9 million
Sumner County / Tennessee	The iParametrics team is supporting the Sumner County's ARPA funding by identifying applicable uses for their ARPA funds, including plans to update broadband and water infrastructure and lines. Our team is assisting the County vet their planned expenditures, monitor for compliance, and complete all the necessary reporting, per federal guidelines.	11/2021 - Ongoing	\$37.1 million
City of Lowell / Massachusetts	The iParametrics team is supporting the City of Lowell's COVID-19 response and recovery efforts, including applying for CARES Act funding reimbursements, planning for vaccine distribution and the establishment of a call center using a cloud-based routing system.	12/2020 - Ongoing	n/a
City of Providence / Rhode Island	The iParametrics team was selected to assist the City in their recovery process from the COVID-19 pandemic while preparing for future disaster declarations. We are coordinating and managing all FEMA Public Assistance grant responsibilities while identifying other relief opportunities, including CARES Coronavirus Relief Funds (CRF) and ARPA .	July 2021 - Present	\$131.4 million
Mecklenburg County / North Carolina	iParametrics is supporting the County's COVID-19 response and recovery efforts, which includes applying for recovery funding reimbursements and grant management services.	04/2021 - Ongoing	n/a

CLIENT REFERENCES

Finney County, Kansas

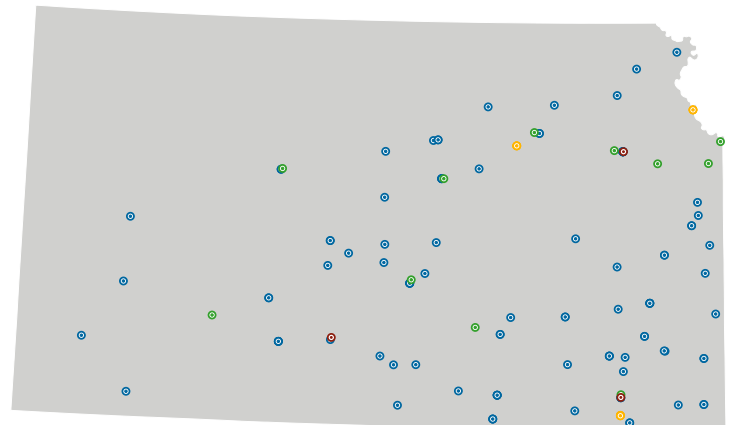
Robert Reece
County Administrator
(620) 272-3506
reece@finneycounty.org

Providence, Rhode Island

Patrice Jean Philippe
ARPA Recovery Program Manager
(401) 954-8278
pjeanphilippe@providenceri.gov

Hutchinson, Kansas

Angela Richard
Director of Finance
(620) 694-2784
shada@lowellma.gov



Representative Projects
 ● Emergency Management
 ● Security and Risk Management
 ● Project Management and Cost Engineering
 ● Analytics and Data Science
 ● Training and Exercises

Vendor References Form

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: City of Hutchinson, KS

Address: 125 E Ave B | Hutchinson, KS 67501

Contact Person/Title: Angela Richard, Director of Finance

Phone: 620.694.2784 Fax: _____

Email Address: _____ Contract Period: August 2022 - Present

Scope of Work: ARPA Consulting Services

REFERENCE TWO

Government/Company Name: Finney County, KS

Address: _____

Contact Person/Title: Robert Reece, County Administrator

Phone: 620.272.3506 Fax: _____

Email Address: rreece@finneycounty.org Contract Period: July 2020 - Present

Scope of Work: COVID-19 Recovery, including ARPA funding

REFERENCE THREE

Government/Company Name: Providence, Rhode Island

Address: _____

Contact Person/Title: Patrice Jean Philippe, ARPA Recovery Program Manager

Phone: 401.954.8278 Fax: _____

Email Address: pjeanphilippe@providenceri.gov Contract Period: July 2021 - Present

Scope of Work: ARPA Consulting Services, including diversity and inclusion assessment

Complete & Return this Form with Response Submission



FINNEY COUNTY, KANSAS

COVID-19 RECOVERY AND RESPONSE ASSISTANCE

In March 2020, the COVID-19 pandemic was declared a major disaster throughout the United States. Kansas Governor Laura Kelly issued an emergency declaration in the same month and authorized the use of state resources and personnel to assist with response and recovery operations that meet certain criteria.

CLIENT

Finney County, KS

REFERENCE

Robert Reece
County Administrator
311 N. Ninth Street
Garden City, KS 67846
Phone: (620) 272-3506
Email: reece@finneycounty.org

BUDGET

\$589,116

DURATION

June 2020 - Present

SITUATION

Covering over 1,300 square miles and with a population of almost 37,000 residents, the County is located in the southwest part of Kansas. The major disaster declaration opened reimbursement possibilities for all eligible Public Assistance applicants, including cities and counties across the country. The incident period was back-dated to January 20, 2020 and continues.

TASK

The recovery process is complex and often overwhelming, so we work with our clients to guide them through the FEMA requirements and ensure they receive the maximum eligible recovery of costs. iParametrics and our partner, Metric, were retained by the County to support grant management and writing for COVID-19-related reimbursements.

ACTION

The iParametrics team is providing the County with comprehensive grant management and cost recovery services, including strategic planning, FEMA PA cost recovery, program implementation support, and technical assistance and training. The strategic planning aspect covers how to utilize SPARK grant and other sources of available funding. FEMA PA and cost recovery includes training County staff on FEMA cost recovery tactics, project application.

RESULT

For Finney County, Kansas, we are managing a grant program of \$10.9 million in funding. We recently wrote the grant funding request for \$1.8 million in new state grants and launched four grant programs. We have assisted over 100 households, 29 businesses, and 20 community organizations.

“Their assistance in managing the County’s approximate \$11 million in CARES Act CRF funding has allowed us to excel and become a recognized leader in the State of Kansas. With their assistance, we were able to successfully access more than \$2 million of additional funding, allowing us to maximize the assistance to our residents, improve the County’s response capabilities, and ensure our long-term economic viability.” Robert Reece, County Administrator





SEWARD COUNTY, KANSAS

COVID-19 RECOVERY AND RESPONSE ASSISTANCE

In March 2020, the COVID-19 pandemic was declared a major disaster throughout the United States. Kansas Governor Laura Kelly issued an emergency declaration in the same month and authorized the use of state resources and personnel to assist with response and recovery operations that meet certain criteria.

CLIENT

Seward County, KS

REFERENCE

April Warden
County Administrator
515 N. Washington Avenue,
Suite 205
Liberal, KS 67901
Phone: (620) 626-3330
Email: awarden@sewardcountyks.org

BUDGET

\$313,364

DURATION

July 2020 - Present

SITUATION

Covering over 600 square miles and with a population of almost 23,000 residents, the County is located on the southern border of Kansas. The major disaster declaration opened reimbursement possibilities for all eligible Public Assistance applicants, including cities and counties across the country. The incident period was back-dated to January 20, 2020 and continues.

TASK

The recovery process is complex and often overwhelming, so we work with our clients to guide them through the FEMA requirements and ensure they receive the maximum eligible recovery of costs. iParametrics and our partner, Metric, were retained by the County to support grant management and writing for COVID-19-related reimbursements. We provide community outreach, cost recovery, grants management, program implementation support, and technical assistance and training.

ACTION

The iParametrics team is providing the County with grant management and program design and implementation of four COVID-19 relief programs and as technical consultant for FEMA PA cost recovery. Programs implemented included rent, mortgage and utilities assistance for households, recovery grants for small businesses and microenterprises, reimbursement of COVID-19 related expenses for government entities and non-profits, and grants for community-supported COVID-19 response and recovery initiatives.

RESULT

We managed a grant program of approximately \$7 million in funding. We implemented four programs that served 467 households (84% LMI), 65 businesses, and 39 community organizations.





SALINE COUNTY, KANSAS

COVID-19 RECOVERY AND RESPONSE ASSISTANCE

In March 2020, the COVID-19 pandemic was declared a major disaster throughout the United States. As a result, Saline County received funding and anticipated the disbursement of additional funds from various federal government response and rescue acts. Kansas Governor Laura Kelly issued an emergency declaration in the same month and authorized the use of state resources and personnel to assist with response and recovery operations that meet certain criteria.

CLIENT

Saline County, KS

REFERENCE

Phillip Smith-Haynes, County Administrator
300 W. Ash St.
Salina, KS 67401
Phone: (785) 309.5810
Email: phillip.smith-hanes@saline.org

DURATION

2021 - Present

SITUATION

Located in the center of the state, in the center of the country, Saline County is home to approximately 55,000 residents. The County sits 80 miles north of the state's largest city and 100 miles west of the state capital. In early 2020, the State of Kansas awarded the County over \$11 million in CARES Acts Coronavirus Relief funding, which was used to distribute funding to the County government, two cities, three school districts, K-12 schools, and numerous non-profits.

TASK

As part of the American Rescue Plan Act of 2021 (ARPA), the County anticipated receiving an additional \$10.5 million in additional funds. These funds were received directly from the US Treasury rather than the State of Kansas, which prompted the County to seek outside support. iParametrics was retained by the County to support the County staff's capabilities to ensure compliance with federal regulations while maximizing the beneficial uses of ARPA dollars in the local community.

ACTION

The iParametrics team is providing the County with technical advisory services related to COVID-19 recovery while developing and implementing strategies designated to maximize federal and state assistance. Additionally, we are assisting in the distribution of ARPA funding while working with local communities and neighboring counties to ensure consistency with COVID-19 response and recovery initiatives.

RESULT

While this project is ongoing, we are currently managing the distribution of ARPA funding to sub-recipients and have provided the County a technology solution for tracking this process.



THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY AND KANSAS CITY, KANSAS

COVID-19 RESPONSE AND ASSISTANCE

The Unified Government of Wyandotte County and Kansas City is a consolidated city/county government serving all of the citizens of the City of Kansas City and County of Wyandotte in Kansas. In response to the COVID-19 pandemic, the American Rescue Plan Act (ARPA) was enacted with the goal of providing urgent and targeted funding for workers and families. The Unified Government sought assistance with maximizing available ARPA funding opportunities while identifying additional federal and state grants to provide relief to citizens.

CLIENT

Unified Government of
Wyandotte County and
Kansas City, KS

REFERENCE

Kathleen VonAchen
CFO
City Hall
701 N. 7th Street, Suite 330
Kansas City, KS 66101
(913) 573-5186
kvonachen@wycokck.org

BUDGET

\$233,580

DURATION

August 2021 - Present

SITUATION

The Unified Government requested professional consulting services related to grant discovery, community liaison, and technical government grant writing to maximize their ARPA allocated relief funds while identifying and applying for additional opportunities.

TASK

iParametrics was asked to identify federal funding opportunities available through ARPA while collaborating with state agencies to maximize the amount of funding the Unified Government received. This task included community outreach to ensure local non-profits and small businesses were taking advantage of funding opportunities. We were asked to guide the Unified Government staff on grant application strategies in regards to eligibility, readiness, and grant application evaluation.

ACTION

iParametrics is providing the Unified Government with comprehensive grant management and cost recovery services, including strategic planning, FEMA PA cost recovery, program implementation support, and technical assistance. We have positioned the United Government to maximize their cost recovery efforts by leveraging each federal funding stream. The iParametrics team is currently supporting the Unified Government through the creation and operation of an ARPA Small Business Grant Portal and Non-Profit Grants Portal and the writing and submittal of a \$100 million EDA Build Back Better grant, \$2 million EDA Travel, Tourism, and Outdoor Recreation grant, \$2 million NOAA education grant, and a second FEMA PA application.

RESULT

Through this partnership, we helped the Unified Government receive award of a \$2 million NOAA multi-year education grant, with several more grants and applications pending submittal and/or award. We also created and are running the ARPA Small Business Grants Portal that is using \$550,000 of allocated ARPA funds to directly support small businesses within the Unified Government, with an additional \$150,000 going towards partnering initiatives such as supplying training courses for small business owners.





CITY OF PROVIDENCE, RHODE ISLAND

FINANCIAL DISASTER RECOVERY & GRANT ADMINISTRATION

The City of Providence, capital city of Rhode Island, is home to over 180,000 residents. In response to the COVID-19 pandemic, the City looked to hire a consultant to assist in recovery efforts by expediting financial recovery and minimizing impacts from future disasters.

CLIENT

City of Providence, RI

REFERENCE

Patrice Jean Philippe
ARPA Recovery Program
Manager
25 Dorrance Street
Providence, RI 02903
(401) 954-8278
pjeanphilippe@providenceri.
gov

BUDGET

\$100,000+

DURATION

July 2021 - Present

SITUATION

In the aftermath of a major disaster; including the COVID-19 pandemic, the City of Providence, Rhode Island sought to protect its interests by securing the services of a qualified disaster recovery consultant to ensure a rapid recovery and post disaster redevelopment process.

TASK

iParametrics was selected to assist the City in their recovery process from the COVID-19 pandemic while preparing for future disaster declarations. We are coordinating and managing all FEMA Public Assistance (PA) grant responsibilities while identifying other relief opportunities, including CARES Coronavirus Relief Funds (CRF) and the American Rescue Plan (ARP).

ACTION

iParametrics is providing the City with comprehensive grant management and cost recovery services, including strategic planning, FEMA PA cost recovery, community outreach, program implementation support, and technical assistance. We are leveraging various grant programs from FEMA PA and CARES CRF, to the newly created American Rescue Plan, to ensure the most benefit for the City and its residents. We are supporting City staff by providing updates on funding opportunities while preparing key leadership for future recovery initiatives.

RESULT

Our support for the City is ongoing. To date, we have reviewed more than 350 grant applications, approved over 200 applications, and distributed over \$500,000 worth of funds. We continue to give regular reports on an award-level basis to City Counselors so they are kept up-to-date on award status. We are providing strategic advice for program process improvements to further support the City and their initiatives.





CITY OF FAYETTEVILLE, NORTH CAROLINA

COVID-19 RECOVERY AND RESPONSE ASSISTANCE

To help the country continue recovering from the COVID-19 pandemic, additional financial relief was established through the passing of the American Rescue Plan Act (ARPA) in March 2021. The City of Fayetteville, NC, recognized that they needed assistance to ensure effective response and recovery efforts and sought assistance from an outside resource.

CLIENT

City of Fayetteville, NC

REFERENCE

Douglas Hewett, ICMA-CM
City of Fayetteville, NC
433 Hay Street
Fayetteville, NC 28301
(910) 433-1990
dhewett@ci.fay.nc.us

BUDGET

\$674,960

DURATION

June 2021 - Present

SITUATION

As the sixth largest city in the state, Fayetteville covers 150 square miles with a population of over 200,000 residents. In 2016, Hurricane Matthew affected the City of Fayetteville's infrastructure with winds over 60 mph and rain totaling over 15 inches. With the anticipation of ARPA funds, the City decided to bring on an outside firm to assist in their COVID-19 recovery efforts while exploring infrastructure investment opportunities under the ARPA.

TASK

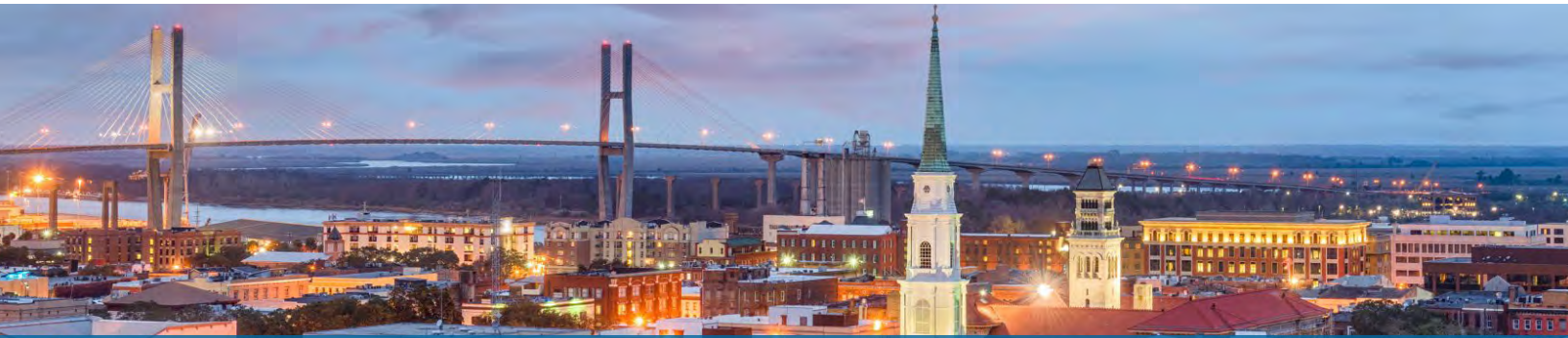
iParametrics was asked to provide strategic advice to the City to identify applicable uses for their ARPA funds and maximize their ability to recover costs under various federal programs, including the FEMA Public Assistance Program, the Coronavirus Relief Fund, and HHS/CDC grants. Initial tasks included identifying nonprofits, households, small businesses, and impacted industries who experienced negative economic impacts of COVID-19, identifying public health workers who performed essential work during the pandemic, identifying lost revenues, and identifying opportunities to construct broad band infrastructure.

ACTION

iParametrics, along with our partners Metric and AG Witt, is providing the City with comprehensive grant management and cost recovery services, including strategic planning, FEMA PA cost recovery, community outreach, program implementation support, and technical assistance. We have positioned the City to maximize their cost recovery efforts by leveraging each federal funding stream to pay for unique items that are needed.

RESULT

The City of Fayetteville is better equipped to respond to the current COVID-19 pandemic as well as future disaster declarations.



CHATHAM COUNTY, GEORGIA

COVID-19 SMALL BUSINESS PROGRAM

Chatham County, Georgia, is located on the Atlantic coast of the state, and is the sixth most populous county in Georgia. In response to the COVID-19 pandemic, the American Rescue Plan Act (ARPA) was enacted with the goal of providing urgent and targeted funding for workers and families. Chatham County set aside a portion of their total ARPA allocation to be distributed to small local businesses within the County who were negatively impacted by the pandemic, and sought assistance with managing and administering this funding.

CLIENT

Chatham County, Georgia

REFERENCE

Tara Jennings, County Strategic
Planning Administrator
County Manager's Office
124 Bull Street, Suite 320,
Savannah, GA 31401
(912) 652-7954
tgjennings@chathamcounty.org

BUDGET

\$100,000

DURATION

February 2022 - Present

SITUATION

As a result of the COVID-19 pandemic, Chatham County was awarded a total of \$28.1 million in ARPA funding. The County decided to earmark \$1.25 million to address the negative impacts caused by the pandemic, specifically to local small businesses.

TASK

iParametrics was asked to administer a Small Business Assistance program for Chatham County in order to provide funding to small businesses whose operations were severely impacted by the COVID-19 pandemic. This task included community outreach and developing a marketing campaign to ensure targeted local non-profits and small businesses were taking advantage of funding opportunities. We were asked to guide County staff on grant application strategies in regards to eligibility, readiness, and grant application evaluation.

ACTION

iParametrics is providing Chatham County with a comprehensive and customizable Grant Management System, implementation support, and training. We are working with County leadership to provide strategic planning on the best ways to utilize ARPA funding for their Small Local Business program. Our outreach initiatives for the businesses within the County includes information regarding the program, eligibility, and application instruction. The iParametrics team is providing training to a County-based grant management team in the proper review and approval of grant applications. We are maintaining a comprehensive record-keeping and accounting system for all dollars expended, applications received, and amounts awarded.

RESULT

Our support to Chatham County is ongoing. We are currently managing their Small Local Business Grant program, which awards up to \$25,000 to eligible businesses who were negatively impacted by the pandemic. To date, we have received 40 applications, and approved 10 of these applications within 2 weeks.





MECKLENBURG COUNTY, NORTH CAROLINA

CRISIS MANAGEMENT PLAN, TRAINING, & COVID-19 RESPONSE

During a crisis event or system shock, like a disaster declaration or the recent COVID-19 pandemic, it is the government's responsibility to marshal its resources, channel the efforts of the whole community, and, if necessary, solicit assistance from outside the jurisdiction. **In 2017, iParametrics was awarded a multi-year contract to provide security consulting, including developing a crisis management plan and training for Mecklenburg County, North Carolina.**

CLIENT

Mecklenburg County, NC

REFERENCE

Christopher Daniels
Senior Enterprise Project
Manager
(980) 314-2520
Christopher.daniels@
mecklenburgcountync.gov

DURATION

2017 - Present
Training: March 2018 -
Present
COVID-19 Response: March
2020 - Present

SITUATION

Covering over 500 square miles and with a population of over 1.2 million residents, the County is home to one of the largest cities in the United States in addition to six smaller townships. The key to emergency and crisis planning is to develop a set of processes and procedures that are used as a guideline for emergency and crisis response. Pre-developed crisis management plans and associated activities enable community leaders to effectively address a worst-case or long-term crisis.

TASK

iParametrics was retained by the County to support the development of an enterprise security program and facility risk assessment. This was followed by developing a community-wide Crisis Management and Response Plan to assist the community in the prevention, management, and resolution of emergency and crisis situations and training to support the plan. We created in-person training for the Senior Leadership Team while providing a SCORM-compliant online course for over 6,000 employees to be deployed in the client's Learning Management System. In March 2020, we stepped in to assist the County with response to the COVID-19 pandemic using these tools.

ACTION

Using several workshops with County leadership and staff, we performed a community-wide crisis management gap analysis using a variety of federal guidance (i.e. The National Incident Management System, The National Response Framework, etc.), best practices, and the Emergency Management Accreditation Program (EMAP) and standards. Scenario, Function, and Capabilities-based planning were then used to generate, compare, and select possible solutions



for achieving the goals and objectives of the community during a crisis event. A Strategic Plan was developed to provide day-to-day, high-level context for crisis planning, and an Operational and Tactical Plan was developed to provide the specific steps responders would take during a crisis event.

To support plan rollout, a series of training workshops were provided to more than 60 senior leaders within the client's operations. This training focused on key roles and actions these leaders would need to implement during a crisis. Concurrently, our team designed an online awareness level training for the client's employees to educate them on individual roles and responsibilities during a crisis event.

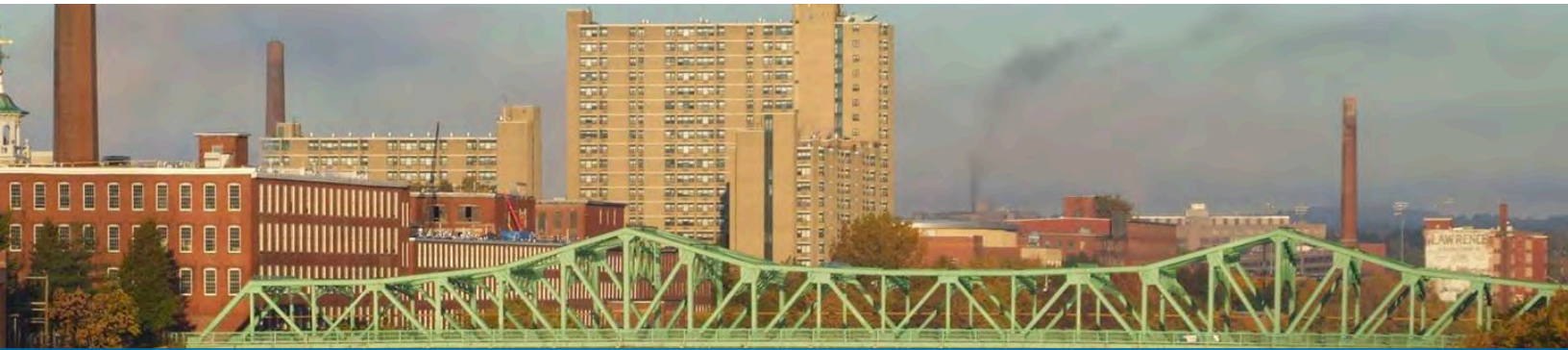
In 2020, we began the process of helping the County to apply for recovery dollars around the pandemic response, including completing FEMA Project Worksheets and other grant programs.

RESULT

In 2019, following the development of the plan, its rollout, and training, senior leaders and staff expressed that they felt better equipped to assume the roles required by a crisis event. In March of 2020, in response to the COVID-19 pandemic, the community mobilized the plan in support of pandemic mitigation and response activities. The operational plan, supporting annexes, and training allowed the community to quickly focus personnel, equipment, and resources to support incident response. The plans provided the details required to facilitate a successful, coordinated enterprise-wide response to the event.



“Upon award, iParametrics devoted the necessary resources and expertise to begin the project immediately. During the process, they listened and responded to our needs. They ultimately produced final reports that were comprehensive, sensible, and backed by best practice data from across the country. I would highly recommend iParametrics for Security Master Planning and Crisis Management Plan consulting.” - County Security Director



CITY OF LOWELL, MASSACHUSETTS

COVID-19 RESPONSE AND ASSISTANCE

In March 2020, the COVID-19 pandemic ensnared the world. The City of Lowell, MA, declared along with the rest of the Country, recognized that they needed assistance to ensure effective response and recovery efforts.

CLIENT

City of Lowell, MA

REFERENCE

Shad Ahmed
City of Lowell, MA
JFK Civic Center
99 Moody Street
Lowell, MA 01852
(978) 674-1220
shada@lowellma.gov

BUDGET

\$1.3 million

DURATION

December 2020 - Present

SITUATION

iParametrics was retained by the City's Office of Emergency Management to support overall response and recovery services for COVID-19.

TASK

Initially, iParametrics was asked to provide strategic advice to the City to maximize their ability to recover costs under various federal programs, including the FEMA Public Assistance Program, the Coronavirus Relief Fund, and HHS/CDC grants.

As additional needs were identified, the iParametrics team was also asked to support numerous response efforts. These efforts included building out the City's virtual Emergency Operations Center, coordinating vaccination planning efforts, and conducting outreach activities.

ACTION

iParametrics is providing the City with comprehensive grant management and cost recovery services, including strategic planning, FEMA PA cost recovery, program implementation support, and technical assistance. We have positioned the City to maximize their cost recovery efforts by leveraging each federal funding stream to pay for unique items that are needed.

Further, the iParametrics team built out and trained staff on the use of a virtual Emergency Operations Center using the VEOCI Platform, allowing the City to gain a Common Operating Picture of COVID-19 response and vaccination efforts throughout the jurisdiction. We also stood up a dedicated hotline for COVID-19 questions operating in four languages. Our team used case management software to ensure that all residents got their questions answered and received vaccination appointments when eligible.

RESULT

The City of Lowell has been better able to meet the needs of their residents through improved processes and staff augmentation. Cost recovery efforts are underway, with millions of dollars targeted for reimbursement.





FEMA PUBLIC ASSISTANCE

TECHNICAL ASSISTANCE CONTRACT | NATIONWIDE

The Federal Emergency Management Agency's (FEMA) Public Assistance Program provides aid in the wake of a major disaster to state and local governments, and to certain non-profits, to help communities in their recovery efforts. As a subcontractor to the Fluor Corporation, **iParametrics has supported the FEMA Public Assistance program for the past 15 years, responding to more than 60 presidentially-declared disasters** throughout the United States and its territories.

CLIENT

The Federal Emergency Management Agency

Sub to: Fluor Corporation

REFERENCE

Eileen McLaughlin
FGG Management
2300 Clarendon Blvd.
Arlington, VA 22201
(703) 387-4826
Eileen.McLaughlin@Fluor.com

BUDGET

\$50 million overall contract, over five years

DURATION

2005 - Present

SITUATION

When disaster strikes anywhere in the United States or its territories, our team deploys within 48 hours to assist state and local jurisdictions affected by these devastating events. As part of this effort, we have supported a broad range of tasks dealing with pre-disaster planning and post-disaster recovery. Our applicants have included hundreds of states, cities, counties, townships, and parishes throughout the United States.

TASK

Through the Public Assistance Program, iParametrics supports federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged property.

Our tasks include:

- Performed damage assessments and prepared Damage Descriptions and Dimensions (DDD)s
- Developed Scopes of Work (SOW) for repair or replacement
- Calculated project cost estimates, including costs for single-facility projects and fixed-price estimates for multiple-facility projects in accordance with Section 428 Public Assistance Alternative Procedures
- Reviewed/processed DDDs, SOWs, and cost estimates in FEMA's Grants Manager
- Assessed and prepared hazard mitigation proposals for improvements to increase facility resiliency against future events
- Performed Audit and Review of the grant for integrity, accuracy, and proper documentation prior to a project being submitted for public funding.
- Ensured consistency and integrity in program delivery/development of a quality project and applicant compliance with requirements
- Provided training on all functional elements of the disaster



FEMA PUBLIC ASSISTANCE CONTINUED

In addition, iParametrics has provides PA Subject Matter Experts and Policy Advisors to FEMA's Joint Recovery Office (JRO) and supported all elements of CRC operations. These professionals have worked with Section 428 Alternative Procedures and the Bipartisan Budget Act of 2018 (BBA). As onsite Policy Advisors, our staff provides recommendations and coaching on methods for more efficient and concise project formulation, in addition to developing fixed-price cost estimates for multiple facility projects under Section 428 procedures.

ACTION

Our staff works side-by-side with FEMA, State and local agencies to ensure a recovery that is sensitive to the specific needs of local communities and consistent with Federal policy. Our staff participates in all phases of recovery from mission planning to project closeout. We support scope development, the documentation and formulation of FEMA PWs, cost development and validation, QA/QC and audit, mitigation, closeout activities and all functions of applicant support within the FEMA Consolidated Resource Centers (CRC).

RESULT

Our team has assisted on over 60 presidentially-declared disasters since 2005. 78% of our staff members have received performance assessments of Exceptional or Higher Than Expected with 20% performing at least as expected. This performance makes iParametrics one of the top performers on the entire PA TAC Contract.



“iParametrics has performed as a sub-contractor on the FEMA Public Assistance contract since 2005 providing wide ranging technical expertise to projects throughout the United States in support of nationwide disaster recovery efforts on behalf of FEMA. The nature of this work is often times technically complex, unpredictable, highly scrutinized and time sensitive. Your team has performed in exceptional fashion, providing high quality work under often times stressful and exhaustive workloads. We look forward to your long-term participation and support as a member of Fluor’s Public Assistance team.”

Program Director Fluor Government Group, Fluor Corporation



SECTION 4

WORK APPROACH



iParametric



Work Plan / Project Approach

THE IPARAMETRICS APPROACH

We here at iParametrics understand the tremendous impact of COVID-19 on all aspects of communities across the United States, and the residents of Reno County are no exception. The strains caused by COVID-19 have been felt by individuals, families, small businesses, schools, and even local governments. While federal aid (like the aid presented by the American Rescue Plan Act) can provide relief from pandemic tensions, it is important to first have a proper plan in place to ensure such relief programs reach their fullest potential and have the maximum effect of addressing the impacts from COVID-19. The iParametrics approach to program delivery is a tailored one and has been honed over decades of practical experience to deliver maximum efficiency – so assistance reaches those in need quickly.

This customized approach allows our team to structure a tailored and efficient work plan, that takes into account the needs of the community, as well as any constraints that may effect project delivery. Our level of involvement is always dependent on the wants and needs of your community, and the areas of expertise requested. We understand that each community is different, and requires a customizable approach to project planning. We will listen to the needs of your community, then provide the tools and expertise to meet those needs. Our team has extensive experience and knowledge regarding federal funding, and a deep understanding of the grant management and program implementation of COVID-19 relief programs, including ARPA, FEMA Public Assistance (PA), and other federal funding sources. **We stand well-equipped to advise the County on speedy, customized, and impactful program delivery.**

We have utilized this approach to assist multiple clients around the country navigate the federal requirements of their ARPA allocation. The impact of this funding on communities around the country is transformative, and we are ready to assist your community in its transformation.

Some of the customized ARPA services we have provided our clients include:

- Identifying eligible uses for ARPA federal funding
- Program design
- Program Implementation
- ARPA Data Reporting
- Program Management
- Community Outreach
- Project Management Services
- Grant Application Portal Systems Design
- ARPA Community Impact Reports
- 2 CFR Part 200 Guidance and Oversight
- Procurement Guidance
- Processing Program payments
- Determining Allowable Cost
- Grants Management Systems

ARPA In Action

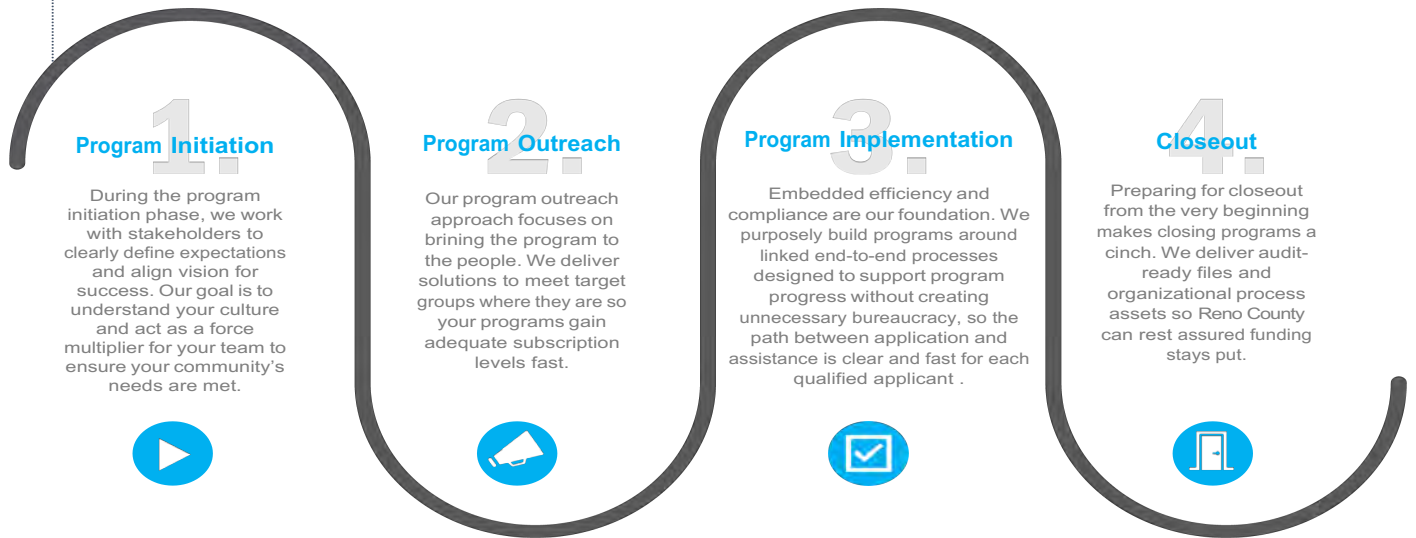
Client: Pawtucket, RI

Project: Pine Street North - Transit Hub Gateway Construction Project

ARPA Framework: Assistance to Disproportionately Impacted Communities

We assisted the community of Pawtucket, RI, with designing an ARPA approved infrastructure project to construct a new Transit Hub Gateway. This infrastructure project will include new sidewalks along the streets, parklets with seating areas and shrubbery, significant levels of green storm water infrastructure to improve storm water collection, while also beautifying the area.

Our approach to delivering customized solutions for your recovery programs follows four phases, each phase scalable to community needs, requirements of funding stream(s), or other constraints like speed and budget.



Monitoring and Compliance are weaved throughout our support

Figure 1: We tackle each federal or state-funded program in four program phases, no matter the funding stream. This allows us a detailed and customized approach which simplifies blending funding streams within a single program.

PROGRAM INITIATION

We appreciate the fact that expediency is crucial for your ARPA program. During the program initiation phase, our team will rapidly work towards establishing a presence for your program, expediting assistance to those who need it most, including the County, individual applicants, and small businesses. While focusing on efficient service delivery, we also make sure to incorporate programmatic compliance and monitoring in every aspect of the program. Our first priority will be meeting with stakeholders to clearly define expectations and goals, then align our services to meet and exceed those goals. In this “Kick Off” meeting, we work to understand your culture, political climate, expectations, and goals to design a program implementation plan that also addresses those components. We adhere to one main central philosophy in program initiation, “plan the work and work the plan”. To that end, if awarded the contract, our work begins before we even meet at no cost to you. Our team will conduct research and outreach, as appropriate, to gather all the information needed to ensure the project is successful. This includes coordinating project logistics, gathering information for ensuring successful contract administration and learning more about your community and the impacts of the events on your community. This added knowledge in addition to what we gain from meeting with stakeholders allows us a holistic view of your community, which will allow a fully rounded approach to our service delivery.

ARPA Kick Off Meetings

As discussed above, our first priority will be meeting with stakeholders to gain knowledge about your community’s needs, and the priorities identified by the County. Our dedicated ARPA team will conduct this Kick Off meeting with your team to officially start the engagement. This meeting will allow us to fully understand your current situation, including challenges and needs, and align our mutual expectations under this engagement. It is important that this discussion occurs because it will allow us to use an approach that integrates with your current processes and apply industry best practices. This meeting will review:

- Current COVID-19 response and recovery operations
- Current and future unmet response and COVID-19 recovery needs
- Strategies for project design & implementation (if applicable)
- Ongoing support for current COVID-19 responses
- Timeline for overall project goals (as appropriate)
- Ongoing communications strategies (high-level and tactical, as appropriate)


The goal is to gain a comprehensive understanding of how we can effectively integrate into your existing structures and COVID-19 response/recovery efforts. We do not only support but also further enhance existing capabilities. At your discretion, all the above tasks can be performed in a virtual environment without sacrificing the quality of service.

After the kickoff meeting, we will establish specific project milestones, a defined reporting process, and continuous monitoring to ensure we remain on schedule, meeting the technical and quality milestones of the project. We will also create a data collection process that will strictly follow the compliance and reporting guidance given by The United States Department of Treasury. By keeping you informed and involved, we ensure timeliness of all deliverables and streamline the process for your reviews and approvals. You are an integral part of the process. This approach will reduce surprises when it comes to in-progress reviews and draft documents and will allow us to rapidly move from one phase to the next.

Establish a Presence for your Program

To “bring the programs to the people” we will work with identified local community partners to serve as liaisons for the program. After our success of managing and planning for the distribution of ARPA funds for multiple clients across the country, we understand the importance of establishing partners and liaisons within the community. These community liaisons will be trained on program information, eligibility criteria, and how to apply, so they can direct members of the community to the resources they need most. We will record these trainings in our iParametrics Learning Management System (iLMS) to ensure that it can be accessed at any time by any new community partners.

By collaborating with existing community partners, we can leverage logistical support for program initiation in several ways. One such example would be the physical spaces already occupied by Community Partners can serve as pop-up program centers and may be housed in existing community centers, non-profit offices, places of worship, or other public buildings. iParametrics would ensure that these program centers are staffed with well-trained case managers, who are also bilingual and trained in serving vulnerable populations to maximize applicant success rates across all demographics.



Each “go-bag” is equipped with:

- Laptop or Tablet
- High-Speed Mi-Fi
- Portable Printer
- Portable Scanner
- Program support materials like flyers or brochures

Other customizable solutions offered by iParametrics include mobile intake centers, pop-up intake and outreach events, and case managers equipped with “go-bags” that could be activated to supplement brick-and-mortar centers to reach interested applicants in remote areas, with mobility challenges, those who lack access to technology, and other vulnerable populations. These solutions maybe utilized in rural communities where access is limited, but the community need remains.

PROGRAM DESIGN

A key focus of ARPA funding, and other federal funders, as well as County auditors, will be on adequately documented program policy and procedures. Our team of multi-disciplinary professionals will rely on decades of experience to ensure your program is designed and implemented, and that program policies and procedures are well documented. Detailed and easy to understand policies and procedures allow us to deliver established initiatives as quickly as possible, while maintaining federal program compliance. In addition to maintaining compliance throughout program design, we will also set clear expectations at all levels during the design

phase, which will pave the way for expeditious release of funding based on uniformly understood requirements and goals. During program design we will work with County officials to:

- **Define ARPA Program Framework** – The American Rescue Plan Act includes very detailed framework to determine eligible projects and programs based on defined areas of spend, as well as defined eligible use categories. Our team will review your proposed project and programs to ensure that the parameters adhere to the guidance given by The United States Department of Treasury. Our team will document how your program is compliant with ARPA regulations, and make sure that all project components also meet those federal requirements. In some instances, The United States Department of Treasury will allow a grantee to step outside of the enumerated uses identified in ARPA and create a program that addresses the impacts of COVID-19 on the community even if it is not listed as an approved use. Our team is very knowledgeable about the process of utilizing uses-not-enumerated, and the criteria and documentation required to demonstrate that use to The United States Department of Treasury. Once we have determined and documented the requirements necessary for ARPA program framework, we can then move on to creating program-specific eligibility criteria.

ARPA In Action

Client: Sanilac County, MI
Project: Intragovernmental Competitive "Grant"
ARPA Framework: Revenue Loss

Sanilac County had a substantial amount of revenue replacement funds and many needs where investments could be made. Through meetings with the COVID-19 Task Force, we established a process that allowed for each department to apply for funding for projects. We received high praise once the scoring criteria was created and the program was implemented, and additional iParametrics' clients expressed interest in this process. We have successfully implemented versions of this program for these clients.

- **Define ARPA Program Criteria** – Clearly defining program requirements including eligibility criteria, acceptable support documents, priority categories, and award caps at the program onset eliminates back-and-forth between the program and oversight staff and encourages more complete application submissions as interested parties know exactly what to expect. We will outline clear ARPA regulatory requirements and procedures from intake to closeout and gain consensus on *how* the program will be implemented. A workflow with defined responsible parties and sub-processes will accompany program guidelines, so policy reviewers at the County, audit and oversight staff, the State, and federal funders can clearly see how each policy translates into an actionable, operational program. After we define the appropriate program criteria, we will then set parameters to define program success, and outline a vision for program success.
- **Align vision for success** – Your programmatic success should be defined by you. We will work with County leadership to set clear ARPA program goals and measures of success from the beginning, relying on concrete metrics like dollars disbursed, target dates for achievement of program milestones, number of applicants served, or percentage of applicants served by priority demographic. We know that the individuals and local businesses in need in Reno County cannot wait for assistance, so timeliness of disbursement of funds will be a key metric to gauge success. **The figure below outlines our strategy for getting funds out the door within 30 days of contract execution, delivering ARPA relief to residents and businesses.**

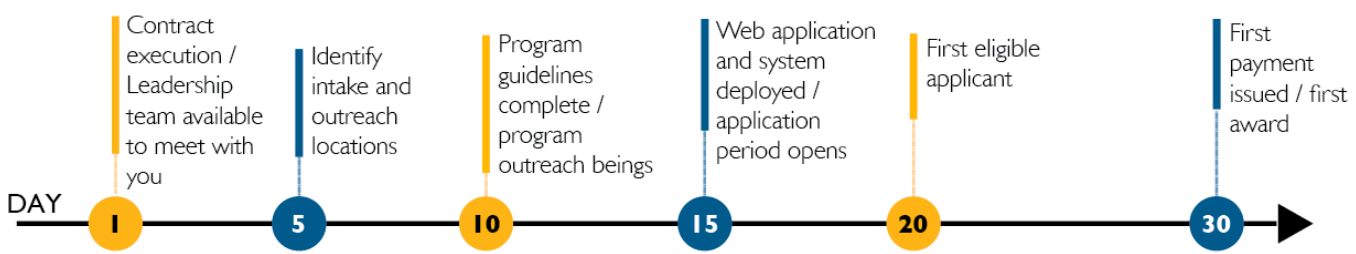


Figure 2: Proposed program schedule for release of award funding within 30 days of contract execution.

- Leverage other federal funding** – While designing your program we will also look for ways in which the County, can leverage existing federal funding, as well as identify additional grant funding opportunities that are congruent with goals and purpose of the ARPA grant programs. There may be opportunities for the County seek additional funding from sources like CDBG-CV, CDBG-DR, CDBG-MIT, and FEMA Public Assistance. We will work with the County to maximize funding from all sources by prioritizing expenditure of funding streams with more restrictive requirements while simultaneously identifying new opportunities for additional grant funding. **We will support the County to review funding already earmarked under allocated funding streams to determine if a more restrictive funding source can be used, freeing up earmarked less restrictive funding for other important initiatives.** For example, if CDBG-CV funds are earmarked to assist hospitals, we can aid the hospitals in applying for and securing FEMA PA funding, leaving more flexible CDBG-CV funding for initiatives like assistance to small businesses.

We have assisted clients with collaboration with other federal funding sources available to them through various federal programs. One example is a community with a rental assistance program enacted through the Community Development Block Grant (CDBG) program as part of the CARES Act; this program was only helpful in covering renters and utilities, leaving behind mortgage-holders within the community. By recognizing that certain funding sources favor certain populations over others, we were able to tailor the ARPA funding to reach those homeowners that were left out of the rental assistance funding and created a program specifically for mortgage holders within the community. This approach increases the reach of your recovery programs, while reducing or eliminating out of pocket costs for Reno County.

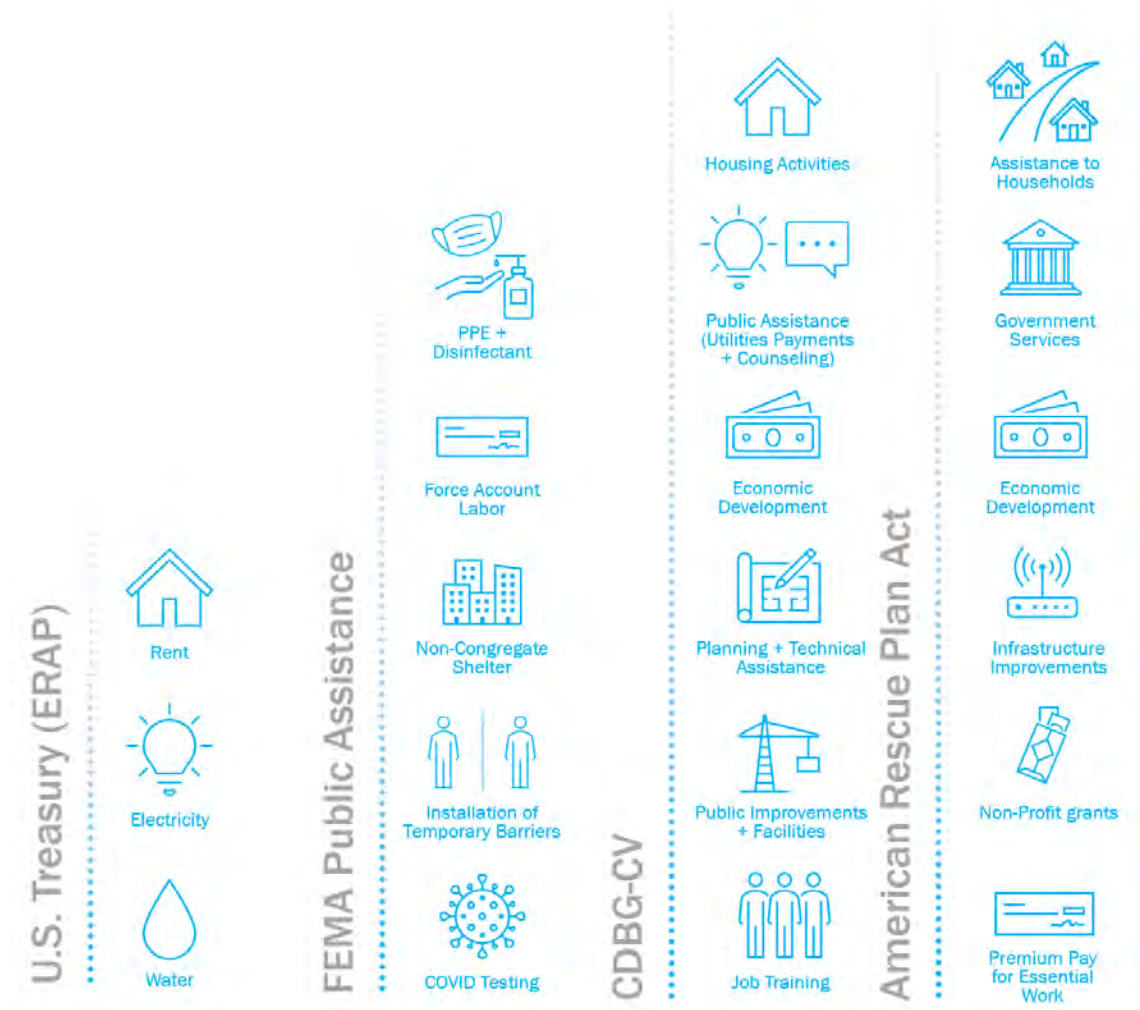


Figure 3: By expending the most restrictive funding streams first, we can maximize the reach of your awarded dollars - not only in quantity of residents served, but by the scope of programs and services offered as well.

Navigating FEMA Public Assistance

One of our specialty areas in providing collaboration with other federal funding opportunities is the FEMA Public Assistance program. Our highly specialized team can assist the County with all manner of FEMA PA support. Our team of experts has responded to hundreds of disasters for thousands of clients. We are adept at the following:

- Developing and implementing a process/system to efficiently submit federal grant applications, identifying eligible projects, capturing costs, preparing cost reports, reconciling invoices, and closing out projects.
- Attending meetings with the state and FEMA to address eligibility and process issues.
- Providing extensive knowledge, experience, and technical competence in dealing with federal regulations, specifically including the Stafford Act, Post Katrina Emergency Management Reform Act, and the Sandy Recovery Improvement Act.
- Proactively identifying and resolving issues that may arise related to the funding of work completed or to be completed.
- Obtaining, analyzing, and gathering field documentation, including relevant records to extract pertinent information necessary for submittal including timekeeping and staff assignment records.
- Reviewing for clarity and completeness, as well as consistency and accuracy, all data and supporting documentation.
- Evaluating and assisting in the formulation of FEMA PA Emergency Work Project Worksheets.
- Reviewing Project Worksheets to determine final eligible costs and third-party refunds and reimbursements.
- Reconciling eligible costs and preparing Project Worksheet versions, as necessary.
- Evaluating and addressing insurance and other special considerations.
- Preparing first and second appeals, as requested.

Our team members are trailblazers in implementing the FEMA PA process, federal pilot programs, and shaping state and federal PA policies and guidance. We have supported FEMA Mission Planning Operations, which charted the direction of federal disaster recovery, since 2010. Understanding the complex nature of PA grants, our team will work together with the County to work through this process to maximize funding in collaboration with the funding already being received through ARPA. This streamlined process (shown below) is also intended to get dollars into the hands of those that need it as soon as possible.

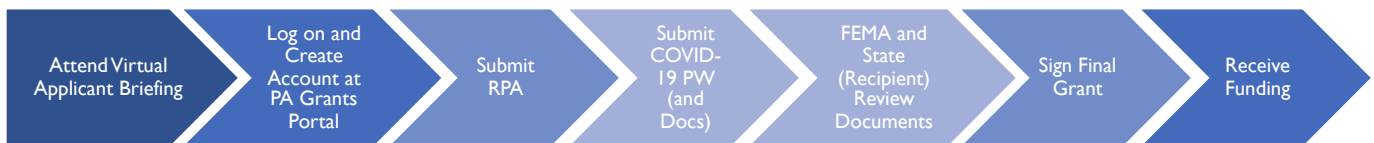


Figure 4: iParametrics will use this process when implementing the FEMA PA process to ensure eligible applicants receive funding with minimal wait times.

OUTREACH

Just like our approach to ARPA program design, our outreach approach is also very customized. Too often, programs fail to achieve subscription goals because the citizens, business, or industries the program aims to serve do not know the program exists or because the program seems too difficult to navigate and citizens are intimidated to apply. **Adequate program subscription levels are achieved by ensuring target markets are informed and the program is easily accessible to them.** Our team will deliver outreach collateral and marketing materials in English and Spanish (or other locally appropriate languages) to encourage participation in the program early by making the program accessible to those who need it most. We will also make sure that all eligible applicants are made aware of this program, not just at the individual level, but also businesses within the community.

We will deliver strategies and materials to ensure marketing and outreach efforts target and reach intended audiences. We will leverage third-party datasets such as the US Census, American Community Survey, and datasets from federal disaster recovery partners like SBA and FEMA with community input to determine areas where concentrated outreach efforts may be needed to reach Low to moderate income populations, ARPA Qualified Census Tracts (QCT's), and other vulnerable populations.

Targeted Outreach

Using our Targeted Outreach approach, the iParametrics team will lead outreach efforts and deliver all collateral and marketing material to the specified target audience. Our team will work directly in the community to deliver information about the County ARPA programs to target groups. We will track outreach efforts throughout the process to ensure adequate subscription levels are being achieved, identified demographic groups are being reached, and specified thresholds for income-based assistance and priority groups such as those living in a Qualified Census Track (QCT's) are being realized. Ongoing tracking allows our team to adjust efforts in real time to address applicant shortages and meet ratios for applications outlined during program design. Our team will provide the County with reports regarding efficacy of outreach at a frequency, not less than monthly, to be determined by the County's needs. Reports will provide insights into types of outreach (public meetings, mailers, social media posts, etc.), demographic information of target audiences (LMI, Low Income, QCT's, etc.), preliminary accounting of applicant interest, and key performance indicators to demonstrate the impact of outreach efforts.

We understand that outreach and public engagement can be challenging in a world where social distancing protocols and stay home ordinances have driven us apart physically, and many lack access to means of digital connection. As demonstrated in the figure below, our team stands ready to provide customized marketing and outreach solutions in a variety of traditional and digital or socially

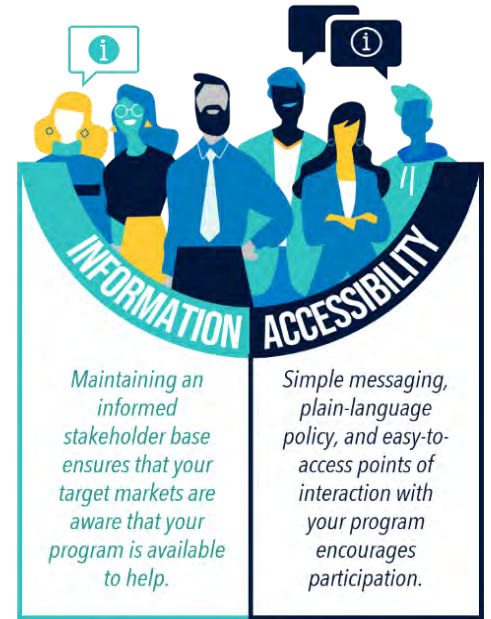


Figure 5: iParametrics' philosophy for outreach is founded in making the program accessible to the public and information understandable. No matter the outreach approach requested by the County, our philosophy of 'bringing the program to the people' is the foundation.

ARPA In Action

Client: Fayetteville, NC

Project: Childcare Worker Stipend Program

ARPA Framework: Assistance to Disproportionately Impacted Communities

We assisted the community of Fayetteville, NC, with designing an ARPA approved Child Care Worker subsidy program to provide retention bonuses to the employees of child care centers in Qualified Census Tracts (QCT's). This program is designed to ensure childcare centers in the most impacted communities are fully staffed to be able to provided crucial services to working adults and their children.

distanced avenues, designed for maximum accessibility by target populations, paving the way for adequate program subscription levels and interest in programs even prior to launch.



Figure 6: Using multiple avenues to connect with potential applicants increases program subscription levels as applicants know how and where to apply.

Community Leveraged Outreach

While working with other ARPA clients around the country we have seen the power of community leveraged outreach. We recommend this approach to outreach in which relationships with local non-profits and community organizations are leveraged to reach key vulnerable demographics like those with limited online capability, high poverty, limited English proficiency, or the elderly. We will collaborate with identified local organizations, business groups, and local non-profit groups to capture applicant referrals to the program and increase accessibility of the programs to the clientele such organizations serve.

Using the Community-leveraged approach, the iParametrics team will provide training, materials, and support to identified County-based agencies. These Community Partners will then serve as "boots on the ground" outreach ambassadors in impacted communities, bringing information about the program directly to the people they serve. Our team of Outreach Coordinators will provide each Community Partner with materials, talking points, Frequently Asked Questions, program applications, and other collateral material to support outreach efforts.

We will host web-based training events for all Community Partners to educate them on key program topics including:

- Program eligibility and priority criteria
- How to use any web-application (if applicable) and how to assist potential applicants to apply
- Documents required from applicants and where to obtain such documents
- Program customer service standards

Throughout the outreach process, Community Partners will be supported by our team of Outreach Coordinators, who will provide subject matter expertise on program topics, best practices for reaching vulnerable populations, and ongoing backing for Community

Partners. Further, our team will develop videos, training and other outreach collateral that will be posted to the County's website or our internal Learning Management System (iLMS).

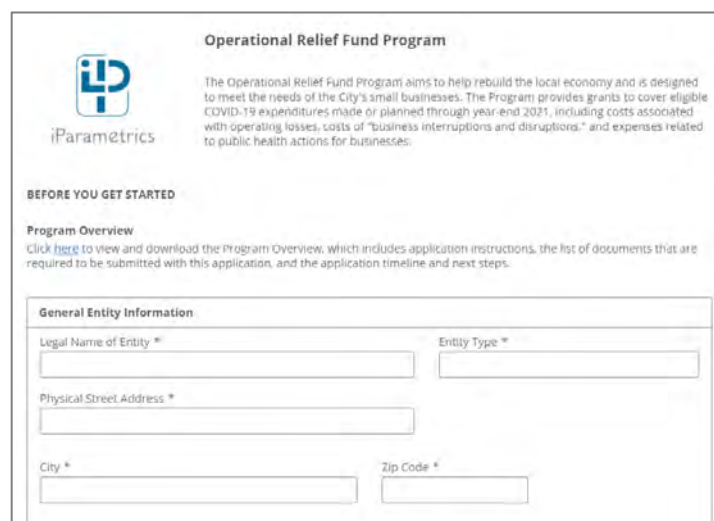
iPARAMETRICS GRANT MANAGEMENT SYSTEM

Overview

A comprehensive ARPA funding program would potentially include a citizen public-facing grant management system for individuals, businesses, and other entities to submit applications for relief funds. iParametrics has developed its Grant Management System (GMS) to support programs such as ARPA and it can be configured to Reno County's requirements while remaining compliant with Federal policies. The GMS provides a streamlined solution from outreach through closeout. Our configurable solution allows for complete management of program information that allows for the highest level of both process and program efficiency. We will deliver a web-based application to allow applicants to apply from anywhere. The GMS is project-ready, meaning that it can be quickly configured to meet the needs of Reno County, thereby saving the County time and money by avoiding delays that come with custom solutions built from scratch.

Key Considerations:

- Our experience shows that one of the biggest delays in providing funding to impacted citizens and businesses is incomplete information or lack of documentation provided by the applicant. **GMS is structured to encourage complete application submissions**, including collection of supporting documents, required information, and applicant preferences like preferred language or communication method at the outset.
- Our skilled GMS support professionals link the program with analytics, so **the County gets real-time updates to the application process**, as needed. By allowing updates to be made as they occur, we can guarantee little to no wait time for community applicants and ensure the program continues moving forward.
- The iParametrics GMS can also be configured to support multiple funding streams in a single program. The system can separate costs, so the County knows which costs are to be charged to which grant funding source. **This classification ensures costs are obligated from the appropriate grant without adding additional steps or bureaucracy to the program process.**
- The iParametrics GMS utilizes analytical tools which enables our team to drive meaningful insight and optimize program execution. The analytics tool generates dashboards and KPIs based on best practices and tailored to the specific needs of the County's program.



Operational Relief Fund Program

The Operational Relief Fund Program aims to help rebuild the local economy and is designed to meet the needs of the City's small businesses. The Program provides grants to cover eligible COVID-19 expenditures made or planned through year-end 2021, including costs associated with operating losses, costs of "business interruptions and disruptions," and expenses related to public health actions for businesses.

BEFORE YOU GET STARTED

Program Overview
Click [here](#) to view and download the Program Overview, which includes application instructions, the list of documents that are required to be submitted with this application, and the application timeline and next steps.

General Entity Information

Legal Name of Entity * Entity Type *

Physical Street Address *

City * Zip Code *

Figure 7: Screenshot from the application intake form in the iParametrics web-based Grant Management System

Program Compliance and Quality Assurance

The same Team Lead staff who provided quality assurance on other ARPA programs, similar US Treasury programs, and other federal grant programs will serve Reno County. The iParametrics GMS is designed to safeguard the County against unspecified compliance risk related to unrevealed US Treasury Guidance. Our analytics team stands ready to make updates to the system as new guidance is established and released. Additionally, if requested by the County, our team has the capability to conduct internal audits of all applications accepted to ensure continual compliance and validate each submission received.

The iParametrics GMS is configured to move applications through the process, giving each application a pre-charted path from application submission to eligibility review to award determination to closeout. These pre-determined stage gates increase program efficiency and reduce errors, as controls are built in to ensure no application moves beyond a specific stage gate until all quality control is complete, documents are uploaded, approvals are in place, etc.

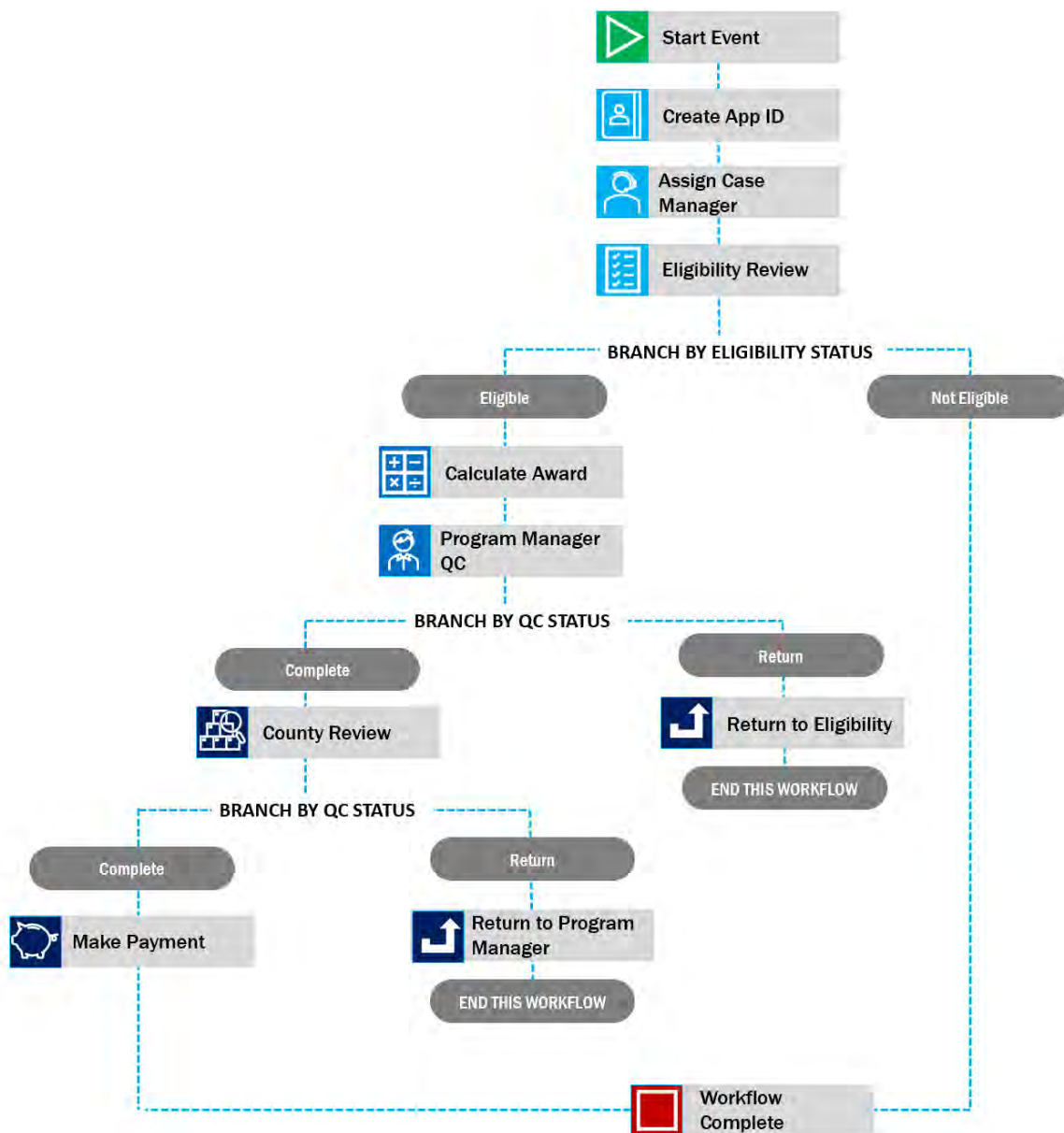


Figure 8: Representative grant management workflow

The iParametrics GMS System offers several customizable, automated, systems-driven, quality control measures built in. Some examples of these include:

- **Automated Calculation of Award** – The system uses various inputs, to be defined by the County, to auto-generate award calculations, greatly reducing the risk of human error.
- **Collection of Applicant Self-Certification of Duplicative Benefit** – Automates certification by applicants that they have not received assistance for the same expenses being provided by the program.
- **Quality Control Checklists that Guard Against Human Error** – Each quality control checklist contains system-based controls to prevent simple human error. For example, the eligibility review quality control checklist prevents a user from entering a determination of “eligible” unless each individual eligibility criteria are marked eligible.
- **Flags for outliers** – Unusual activity in the system can be flagged for additional QC review or audit before progressing to the next step. For example, if a typical award is between \$5,000 - \$15,000; an award recommendation of \$25,000 could be flagged for an additional QC review prior to release.

The built-in quality control features are configurable to the needs of Reno County, and the County can choose its level of involvement in the program process. The County can audit 0% - 100% of applications, and reviews can take place in the iParametrics GMS system, which captures a digital, audit-ready trail of the application workflow. The system also allows for audit-level access, should an external audit of Reno County’s program be warranted.

Analytics and Reporting

Reporting is a crucial component of administering a transparent, federally funded program and is required to ensure compliance with funding agencies like the US Treasury. As the US Treasury’s reporting requirements for ARPA change, we remain proactive in updating the data that is pulled to meet those requirements. Data collected in the system can be leveraged to fulfill reporting requirements of federal funding agencies by collecting information such as:

- Number of applications received
- Demographics such as gender, race, and ethnicity, income levels, or age
- Address of the business
- Name, address, social security number, tax identification number or DUNS number, as applicable, for owners, the business, or non-profit
- Amount and percentage of expenses covered by the program
- Amount and percentage of additional costs covered by the program
- Total amount of each type of assistance (e.g., rent, rental arrears, utilities, etc.) provided to each business
- Amount of outstanding rental arrears for each business
- Household income and number of individuals in the household
- Withdrawn or ineligible applicants, including reason for ineligibility or withdrawal

ARPA In Action

Client: Chatham County, GA

Project: ARPA Small Business Grant

ARPA Framework: Assistance to Impacted Small Businesses

Our support to Chatham County began by rolling out a small business grant in under 3 weeks to assist community recovery. This included building a customized grant application within the iParametrics Grant Management System based on the client’s needs and the creation of graphics for social media and other community outreach to spread awareness of the program. The Grant Management System was built to show a breakdown of where within Chatham County uptake of the grant was high versus where additional outreach was needed to increase awareness and program participation.

Data in the iParametrics GMS system can also be used to support a transparent recovery, leveraging data to produce internal or external facing dashboards and reports to keep the public, oversight entities, County staff, and other stakeholders informed throughout the program lifecycle. Keeping citizens and stakeholders informed builds public confidence in your program, as stakeholders are privy to progress as it unfolds, building trust that yours is not just another government program mired in bureaucracy.

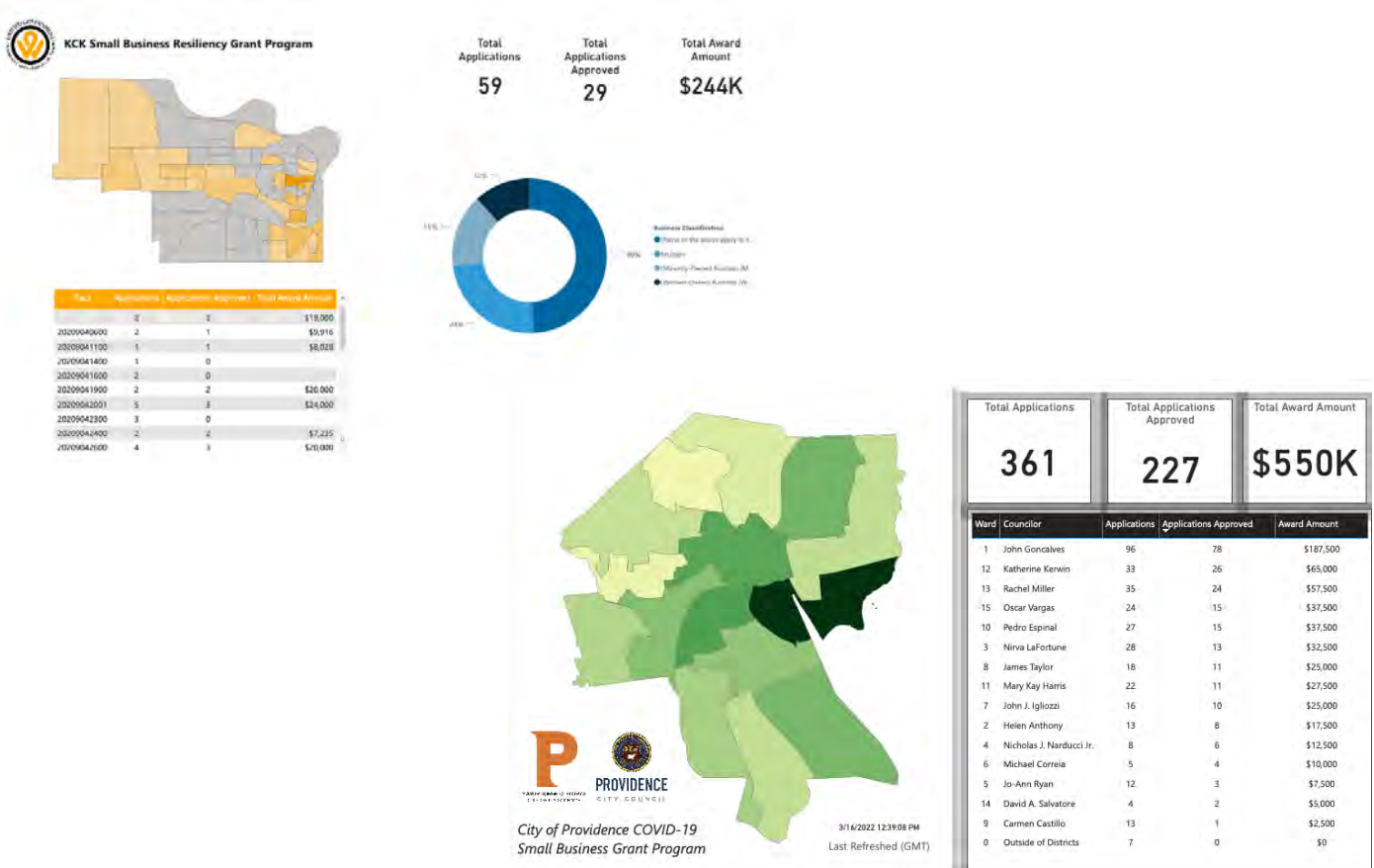


Figure 9: Representative dashboards from the iParametrics web-based Grant Management System

Data Privacy and System Security

The GMS is built on the Microsoft Azure platform to ensure that the highest levels of data privacy and system security can be implemented. Azure is compliant with EU-U.S. Privacy Shield. Data is made secure when at-rest and in-transit. The Microsoft Azure platform holds ISO certifications related to information security management, security standards for cloud service providers, management of Personally Identifiable Information (PII) in cloud environments, mitigation against and recovery from disruptive incidents, and for quality management systems.

More than just the system, however, the iParametrics team approaches our client data with care. We use secure standalone Microsoft Office 365 instances for each client project. We maintain a “zero-standing access” policy, which means that project staff do not have access to data unless it is explicitly granted in response to a specific project task that requires elevation of access. Whenever access is granted, it is done under the principle of least privilege: permission granted for a specific request only allows for a minimal set of actions required to perform that task.

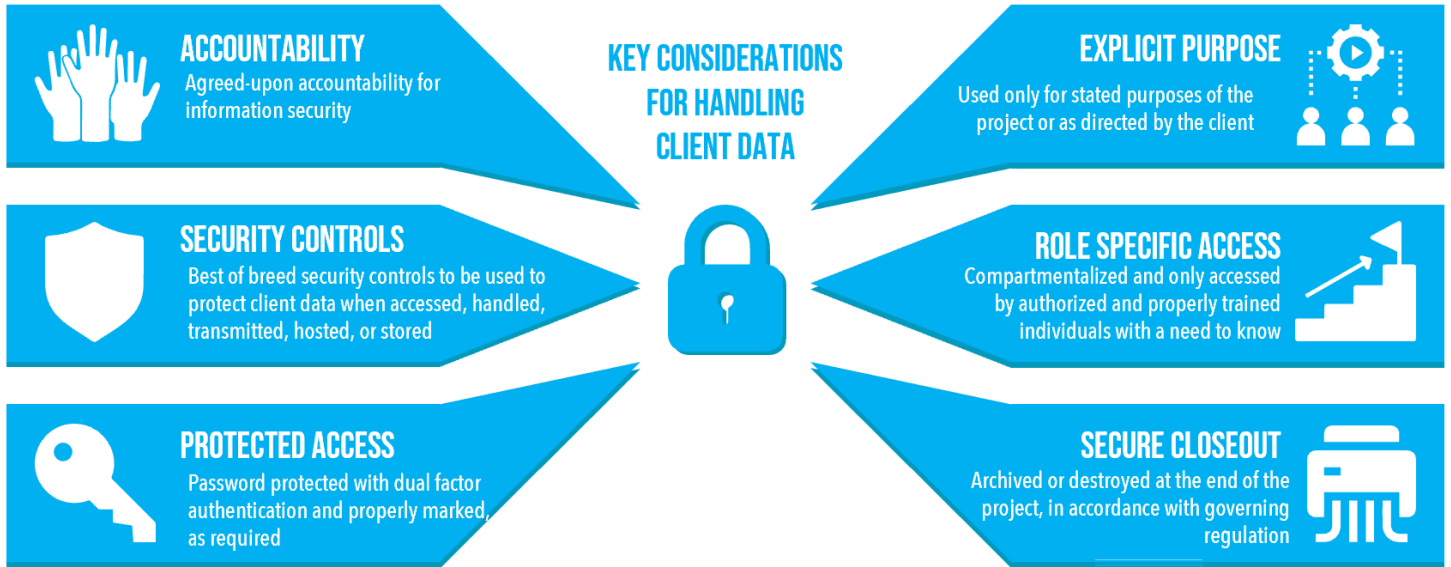


Figure 10: Key considerations for system security and protecting sensitive information.

SUPPORTING THE COUNTY’S APPLICANTS

Applicants who lack internet connectivity or the knowledge to submit a web-based application need not be excluded from the County’s relief program. While some applicants will be able to complete an application without assistance from program staff, others will require one-on-one assistance. Case Managers or Community Partners will be available at the program centers, by phone, via web conferencing platforms like Microsoft Teams or Zoom, or at off-site meeting venues like home visits, public buildings, or community centers to assist the applicant through the intake process and to answer questions, as needed.

Our philosophy for communications with your program applicants is one founded in empathy, seeking first to understand, then to deliver results and solutions. Our Program Manager and Case Managers are prepared to be responsive within 24 hours of an applicant request and to be accountable to applicants’ and the program’s needs throughout the program to ensure delivery of the high-quality service that is a hallmark of our recovery programs. The figure to the right outlines our overarching communications strategy for applicant interaction.



Figure 11: iParametrics’ philosophy for applicant communications is built on empathy and understanding.

No matter how high-quality the services provided are, complaints are a natural component of executing any recovery program. Our team is committed to giving each complaint prompt care and attention, so resolutions are delivered quickly. We will record, track, and review complaints received to identify and implement solutions for improved program operations and/or communications with the public by implementing strategies such as creating updated FAQs, simplifying public-facing content, or making additional information available.

All in-person interaction will follow CDC and local guidance for COVID safety in place at the time. All iParametrics team members are trained on COVID safety protocols and are subject to follow our company policy regarding workplace health and safety.

GRANT PROGRAM CLOSEOUT

Our team plans our clients' programs with the end in mind. We have the ability and experience to provide exemplary project management services and will be responsible for preparing and ensuring that all closeout paperwork, information, and data is properly accounted for and stored throughout the life of the projects as required. We understand that preparation for an error-free closeout starts at the beginning of every project.

We have extensive experience in monitoring and compliance for several federal funding streams including several current ARPA programs, HUD, and FEMA funding, and we will apply that knowledge when supporting Reno County to develop procedures and checklists to facilitate compliant closeout of each application. As each applicant approaches closeout, our Case Management Team will perform a comprehensive compliance review and reconciliation to ensure that all required information and documentation has been properly catalogued in accordance with federal funder, state, and program standards.

ENSURING COMPLIANCE AND MINIMIZING COSTS

Our compliance framework provides an assurance that each project file "tells the story" and is preserved in the iParametrics GMS, in an audit-ready, fully compliant file.

When all applications have been closed, our team will support the County to prepare final program closeout documentation in compliance with applicable federal closeout requirements. After program closeout, our skilled project management team will assist Reno County in conducting after action reviews, documenting lessons learned and best practices and archiving organizational process assets like checklists and standard operating procedures.

OTHER ARPA RELATED SERVICES

The iParametrics team understands that the County may not only be interested in running grant programs but look to expend funds on revenue loss, eligible infrastructure projects, or in one of the areas noted below:



Equity-Focused Investments



Public and Safety Justice



Public Health



Housing



Water/Sewer Infrastructure



Broadband/Connectivity



Tourism/Travel/Hospitality



Small Business Assistance

Our team will work collaboratively with the County to develop a high-quality funding strategy. We will effectively document and collaborate on various funding opportunities to ensure that you meet your goals.

Our overall philosophy when approaching ARPA investments can be summarized in the graphic below:

1. Prioritize Good Governance

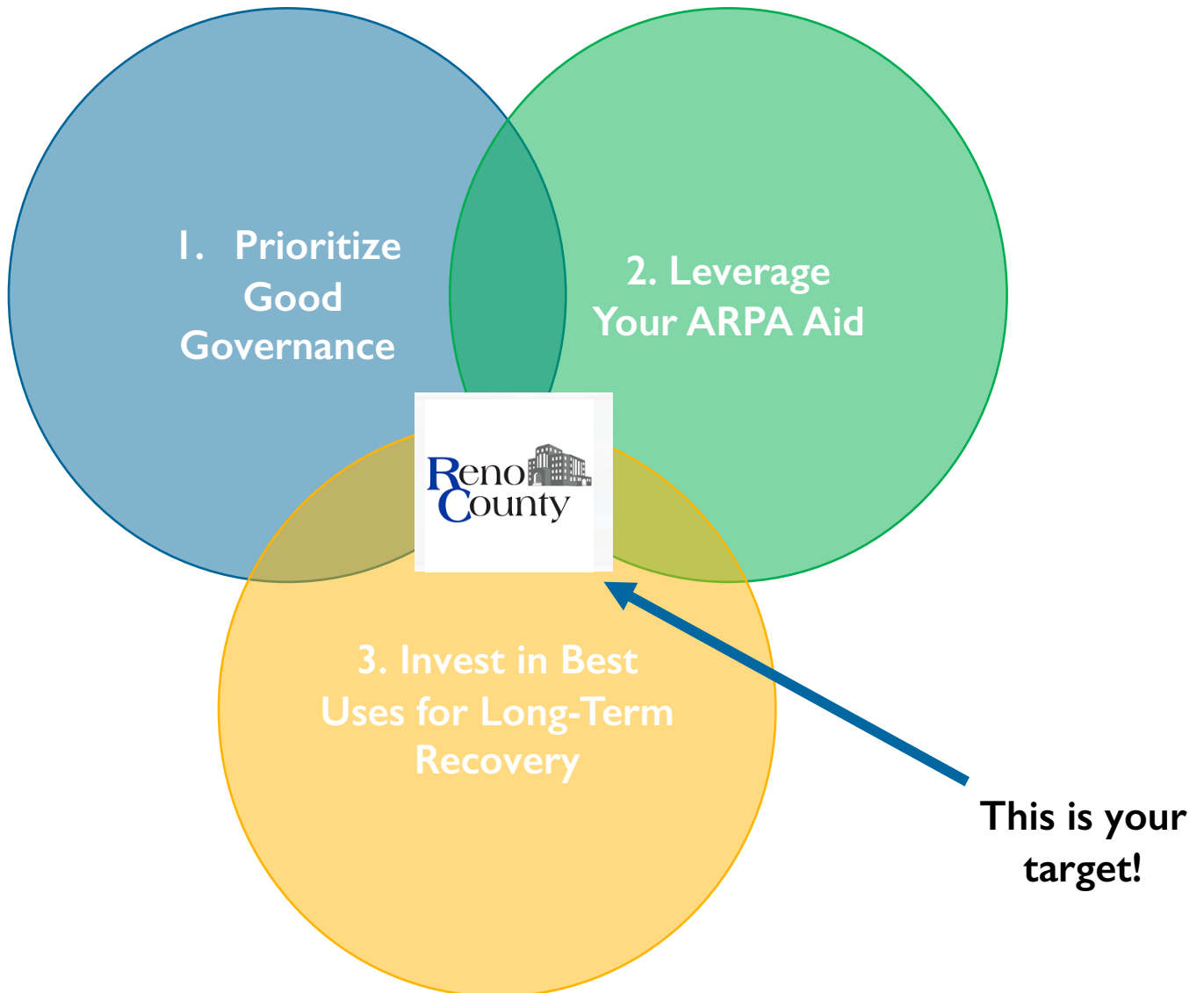
- Convene all stakeholders and build consensus
- Follow allowable uses under ARPA
- Meet all accounting and reporting rules
- Comply with all local and state laws/ordinances
- Ensure transparency throughout
- Do not create future budget deficits

2. Leverage your ARPA Aid

- Use a thoughtful strategic planning process
- Leverage with ARPA, FEMA, and other federal sources
- Coordinate with other state and local programs
- Collaborate with community partners and organizations
- Use existing delivery systems for efficiency
- Don't reinvent the wheel: learn from others

3. Invest in Best Uses for Long-Term Recovery

- Invest in urgent health and economic needs
- Prioritize short-term investments with lasting benefits
- Identify and address pre-COVID inhibitors to growth
- Move quickly to simulate faster recovery
- Measure progress throughout to inform ongoing plan



REPORTING AND COMPLIANCE

The iParametrics team understands reporting and compliance. As we support the entirety of your ARPA program, we will ensure it is compliant and is designed to meet the Treasury's reporting requirements. As the Treasury's reporting guidelines update, we will move quickly to provide updated support documents including Reporting Summaries, Reporting Guide documents and Simplified Reporting Tracking Spreadsheets. We will work directly with the County to submit and update your Annual, Interim, and Quarterly Reports as required by the Treasury. While the portal may only be open for a short period, we provide the resources and support to track all the information needed year-round, making the actual submittal into the portal simple. Our team has also built ARPA specific, subrecipient agreements, compliant reporting checklists, decision documentation memos and sub-recipient monitoring forms that we can customize for you, to improve compliance with the grant rules and restrictions.

Our team also has significant experience when it comes to 2 CFR Part 200 compliance, specifically when applying it to ARPA projects. Unlike CARES CRF which was considered Direct Federal Assistance, ARPA funds must comply with the 2 CFR Part 200 Uniform Guidance. We will work collaboratively with your procurement team to ensure that you comply with all the necessary rules and regulations around fair and open competition, small and minority business inclusion as well as all the necessary federal compliance forms. Our team helps demystify these challenges and often makes procurement easier.

Some recipient's experience is limited when establishing subrecipient monitoring plans for projects to meet 2 CFR 200. We can help our clients create subrecipient monitoring strategies with simple but robust plans to meet 2 CFR 200 requirements without being overly burdensome.

ARPA Impact Report

While we understand that data and reporting are extremely important parts of reporting and compliance, we also understand the importance of telling the story of your ARPA assistance. We will assist your community to tell the story through a collection of program data and program narratives to give a fully detailed account of the impact the ARPA program has had on your community. We can provide a detailed customized ARPA impact report that will show how the ARPA funding impacted your community and combated the negative effects of COVID-19. This report can be shared with community stakeholders, media outlets, and other funders to leverage the success of the ARPA program and potentially provide continued funding after the ARPA allocation has ended. Each ARPA impact report will be customized and dependent upon the data you wish to share. Some examples of areas highlighted in the ARPA impact report may include:

- Program success stories
- Demographic data of those assisted with ARPA funding
- Pictures from community programs funded with ARPA funding
- Quotes from residence of the community about the positive effects of ARPA funding
- Financial spending associated with each program
- ARPA impact by region or other specified areas

THE AMERICAN RESCUE PLAN ACT: COMPLIANCE CHECKLIST

This checklist was developed to aid in the planning process for state and local governments receiving Fiscal Recovery Funds through the American Rescue Plan Act of 2021. This checklist tool is intended to be used post-disaster. It can serve as a guide for city and county leaders, consultants, emergency managers and committee staff to build a framework for the use of ARPA funds. The checklist is not exhaustive, but it outlines many of the critical activities to address recovery challenges in economic recovery and provides a means for tracking ongoing progress. Not all activities listed may be applicable to every entity, but the checklist serves as a general guide to identify and prioritize COVID-19 recovery activities.

FISCAL RECOVERY FUND PLANNING

Community leaders charged with spending the Fiscal Recovery Funds should seek input from residents especially the communities most harmed by the pandemic. Committing to a robust community engagement process can maximize the benefits of the aid by targeting problems identified by people living in the communities most affected. Local leaders can also establish and empower oversight councils in the communities most affected to ensure that the funds are spent equitably and in line with the needs those communities identify.

Activity	Status of Review
The US Department of Treasury released guidance showing that the priorities for this funding should include efforts such as:	
a. Restoring funding cuts for schools and other services.	Complete
b. Building a robust outreach operation to help people access available federal, state, and local aid.	
c. Boosting incomes for essential workers and people with limited incomes.	
d. Invest in people to improve public safety.	
e. Helping children catch up on unfinished learning and	
f. Investing in equity-enhancing broadband, clean water and infrastructure projects.	

ELIGIBLE USES

The Fiscal Recovery Funds may be used to fund programs and services designed to address the challenges that the hardest hit communities are facing. The economic impacts of COVID-19 have likely been most acute in lower-income neighborhoods, including concentrated areas of high unemployment, limited economic opportunity, and housing insecurity. Services in this category alleviate the immediate economic impacts of the COVID-19 pandemic on housing insecurity, while addressing conditions that contributed to poor public health and economic outcomes during the pandemic, namely concentrated areas with limited economic opportunity and inadequate or poor-quality housing. Recipients should ensure costs are compliant with Treasury guidance (examples provided below).



RESPONSE TO RFP

**PROJECT MANAGEMENT AND REPORTING SERVICES
FOR
ARPA SLFRF**

Submitted by:	Loyd Group, LLC
Firm Address:	520 S. Main St P.O. Box 7 Galva, KS 67443
Contact Person:	D. Scot Loyd, CPA, CGFM, CFE, CGMA, CNC
Telephone:	620-654-7565
Proposed Term of Agreement:	The proposed term of agreement for the services and costs quoted in this submittal is for the duration of ARPA SLFRF (currently, concluding no later than April 2027).
Authorized Signature:	<i>D. Scot Loyd</i> _____

Table of Contents

Cover Letter	3
Experience	4
Projected Vision and Viability	5
Firm Profile and Staffing	6
References	15
Liability Insurance Statement	16
Engagement Letter	17

October 6, 2022

Randy Partington
Reno County Administrator
204 West First Avenue
Hutchinson, KS 67501-5245

Thank you for considering my team at the Loyd Group, LLC to serve as your project management and reporting services consultants for the duration of this federal award. Based on the experience of my team, I feel that this collaboration will assist Reno County not just for ARPA SLFRF but for future federal awards. We pledge to serve you with distinction.

I transitioned at 12/31/2021 from Swindoll, Janzen, Hawk and Loyd LLC (SJHL) where I spent 35 years performing governmental audits as well as providing advisory services to municipal governments. I left the firm as a partner at SJHL on 12/31/2021 to start a new accounting and auditing firm called the Loyd Group, LLC. The firm is specializing in municipal audits and advisory services.

Our Qualifications to Serve You

As seasoned auditors and CPA's involved in standard development such as KMAAG, we can provide the edge on compliance and reporting consulting that Reno County deserves. Our contribution to Reno County's ARPA SLFRF project goes beyond a flat reading of rules and regulations; our vision is to equip County employees with a perspective on how future audits and compliance questions will play out. Additionally, Reno County will benefit from the knowledge gained from the 20+ ARPA SLFRF counties that we have been working with for over a year already. This includes shared resources, lessons learned, as well as staff that has hands-on experience with ARPA SLFRF since it was signed into law.

Our Commitment to Reno County and Vision Forward

While we have proven and tested roadmaps to ensure compliance under ARPA SLFRF, our focus is to meet the unique needs of Reno County. With consistent and clear procedures, we can facilitate the smooth execution of ARPA SLFRF, ranging from a subrecipient-centric to a capital improvement-centric approach.

We offer your organization the resources and expertise of a larger regional group combined with the local knowledge and experience of a hometown Kansas practice. As you review our credentials, more than anything else, we want you to know how enthusiastic we are about serving you. If you have any questions or need additional information, please contact D. Scot Loyd at (620) 654 - 7565 (cell) or email scot@loyd-group.com.

Very truly yours,
D. Scot Loyd

D. Scot Loyd, CPA, CGFM, CFE, CGMA, CNC

“Creating Maneuverability in Government”

Experience

Description of Work Performed:

Consulting and Accounting Services for American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF)

Uniform Services Provided to:

Counties in Kansas, including counties listed as references in this proposal, as well as cities in Kansas

- Consulting and Accounting Services for ARPA SLFRF
- Advisory on program design, implementation, and process
- Advisory on internal controls, including
 - ◆ a policy inventory
 - ◆ documenting compliance of controls with COSO Framework (see 2 CFR 200.303)
- Informing and educating staff on most recent guidance, ensuring compliance
- Sub-recipient monitoring by enabling a reimbursement-based administration of funds
- Periodic reporting to management, including
 - ◆ a roll-forward of audit-ready documentation
 - ◆ a compact one-pager for efficient and effective oversight by management
- Preparation of reports due to Treasury, as well as technical assistance throughout the submission process
- Annual “Audit Package” containing comprehensive support for future auditing purposes

Additional Expertise:

- Extensive Single Audit as well as forensic accounting experience, providing an edge on “audit readiness” consulting.
- Part of KMAAG Board of Editors, aiding optimal alignment when translating Treasury guidance into a KMAAG environment.
- Budget advisory practice specializes in KMAAG local governments, offering expertise on how ARPA SLFRF can come into play.
- Large Kansas local government network on ARPA SLFRF, sharing resources and lessons learnt.
- Dedicated full-time to ARPA SLFRF as soon as the program was signed into law, understanding the program evolution hands-on.

Vision and Viability

1

Catch Up

Status quo documentation and analysis of activity and compliance.

2

Policy Inventory

Work with County Administration and legal counsel to update policies, where needed.

3

Integrated Internal Control Framework

Prepare written framework which is revised and reviewed by the County.

4

Consistent Processes

Assist consistent execution of processes and policies with subrecipients, contractors, and other stakeholders.

1.1

Intake

RESCUE team contacts entity to discuss ARPA SLFRF to-date, and request reports and documentation

1.2

Detail Documentation

RESCUE team accumulates audit-ready documentation, addresses gaps

1.3

Remediation

Action plan to remedy any gaps in past procedure or documentation to prevent noncompliance.

1.4

Summary Report

RESCUE team prepares compact status quo report for BOCC and administration.

2.1

Policies Status Quo

RESCUE team contacts entity to determine what relevant policies are currently in place

2.2

Determine Needs

RESCUE team issues recommendation regarding additional policies needed based on received documents

2.3

Review

Read suggested policies and adjust, if needed. Send policies to your legal counsel for review.

2.4

Oversight and Approval

Present the policies to the Commission for approval.

3.1

Receive Integrated Internal Control Framework Sample

RESCUE team send you a sample of the Internal Control document.

3.2

Revise Contents

Designated employee revises contents and tailors to County, as needed.

3.3

Legal Review

Receive legal review of the proposed framework

3.4

Adopt Framework

Present the framework to the Commission for approval.

4

Consistent Processes

Assist consistent execution on processes over contractors and subrecipients, including reviewing and assisting reimbursement requests.

Prepare consistent and thorough documentation to aid effective record retention to satisfy future audit requirements.

Continual support as well as on-site availability of Loyd Group staff to assist County in requested and most effective manner

Firm Profile

1. Firm Name: **Loyd Group, LLC**

2. State whether the firm is national, regional or local:
Local, with office location in Galva KS. Employees work virtually with locations in Hutchinson, Colwich, McPherson, Galva and Kansas City Area.

3. Year Established:
2022. The members of this firm worked for Swindoll, Janzen, Hawk and Loyd, LLC for the majority of their careers before starting the Loyd Group. Scot Loyd was with the firm for over 35 years and the manager has worked in the governmental audit industry for 20 years. Remaining staff range from new to 6 years.

4. Business address office that would be handling this engagement:
520 South Main, Galva, KS 67443.

5. Former firm name and year established (if applicable):
Starting New as of January 1, 2022; however, Scot has been in the governmental audit, budget and consulting space for over 38 years.

6. Firm's continuing professional education policy:
All staff members exceed the necessary continuing professional education requirements.

7. Does the firm have a quality control document or plan?
Yes, we have a quality control document in place and established.

8. Has the firm been subject to a peer review within the last 3 years?
No, as this firm just began in January, this has not occurred yet. It is required that we have a Peer Review within the first 18 months of starting. However, under the Swindoll, Janzen Hawk, and Loyd, LLC firm, the firm underwent all the required peer reviews without any findings/exceptions. Scot was in charge of the Quality Controls of SJHL and went through 11 Peer Reviews as the Quality Controls Partner.

9. Additional services provided by firm without the use of outside consultants:
 - **Budget Preparation**
 - **Attestation Services**

Staffing

These professionals offer over 60 years of combined service to various audited entities, plus other professionals in our firm that will be behind the scenes providing those technical services that make our firm a top performer in the auditing arena.

D. Scot Loyd, CGFM, CPA, CFE, CGMA, CNC

Owner

Education

B.A. in Accounting from Tabor College, Hillsboro, Kansas, 1983.

Certification

Certified Public Accountant, Kansas, 1986 (Certificate No. 5242)

Certified Government Financial Manager, 1996 (Certificate No. 4171)

Certified Fraud Examiner, 2012 (Member No. 18043)

Chartered Global Management Accountant, 2013 (Certificate No. 110041452)



Professional Experience

Scot has over 38 years of audit and accounting experience gained with audit organizations. He has operated a diversified governmental practice relating to federal, states, counties, cities, schools, colleges, Single Audits of not-for-profits and governmental entities, governmental software development and consultation on other miscellaneous entities. He was a Member/Owner with the firm Swindoll, Janzen, Hawk & Loyd, LLC of McPherson, Kansas from January 1, 1990 to December 31, 2021. As of January 1, 2022, Scot is owner of the Loyd Group, LLC. From June 1986 to December 1989, Scot was a staff accountant/manager with this same firm. Prior to joining his current firm, Scot was a staff accountant with the firm of Yerkes and Michels, CPA's in Independence, Kansas from May 1983 to June 1986. He was also an intern with Yerkes and Michels, CPA's for the summer of 1982.

Local Governments

During his tenure at the firm, Scot has provided the following services for local government clients: audit, budget, general and technology consultation, training, software development and operational management. Specifically, Scot has audited and/or been associated with the following Federal programs as they relate to these local governments:

- Department of Transportation (DOT)
- Department of Housing and Urban Development (HUD)
- Department of Agriculture (USDA)
- Department of Interior (DOI)
- Department of Health and Human Services (HHS)
- Department of Homeland Security (specifically FEMA)
- SPARK and RESCUE Funding through the Cares Act and the American Rescue Plan, respectively

Governmental Software Development

Scot has been involved with the development and implementation of various Windows based software programs for governmental entities. Scot's governmental background provides an audit/financial statement approach to the unique programming of the software products.

- Through January 2005, Scot was involved with a software project for the State of Oklahoma. Through his professional relationships with Crawford and Company, CPA's in Oklahoma County, the Oklahoma Municipal League (OML) has adopted governmental software as the software of choice through their website for Oklahoma cities.
- In September 2003, Saline County, Kansas decided to take the same opportunity in Emporia USD 253 software arena. He has been involved with the development of a very similar county PC software product for Saline County and other county software customers through January 2005.

Federal Emergency Management Agency

As sub-contractors for Cotton & Company, located in Washington, D.C. SJHL assisted in conducting performance audits of disaster assistance grants to which FEMA has obligated many millions of dollars of funding to states, and Scot was one of the partners/managers on this work. FEMA typically awards a single grant to a state where a disaster has occurred, and the state office that handles emergencies is the grant recipient. The agencies and entities are the sub-grantees. The objective of this audit is to determine compliance by the state and certain sub-grantees with grant management regulations. This audit is being conducted in accordance with federal regulations, guidance provided by FEMA's Office of Inspector General, FEMA's audit guide, and with Government Auditing Standards, as promulgated by the Comptroller General of the United States. Scot's firm was involved with the States of Nebraska, Kansas, Oklahoma, Nevada, Iowa, Missouri, and Arizona.

State of Kansas

One of the more notable engagements under his supervision was the sub-contract arrangement with Deloitte & Touche, LLP on the State of Kansas audit. Through this arrangement he was responsible for supervision and performance of a portion of the statewide Single Audit. He was involved or in charge of auditing the following Federal/State programs:

- Department of Health and Human Services (HHS)
- Department of Agriculture (USDA)
- Department of Defense (DOD)
- Department of Justice (DOJ)
- Department of Interior (DOI)
- Review of the Social Rehabilitation Services (SRS) Cost Allocation Plan

Book Authorship and Reviews

Scot was a co-author and has assisted various vendors and authors in book reviews in past years. He has co-authored several books or publications with Michael A. Crawford, the following publications being the most notable:

- 2005-2010 CCH Miller Governmental GAAP Guide
- 2005-2010 CCH Miller Governmental GAAP Practice
- 2008-2010 CCH Miller Governmental Auditing Guide
- CCH Governmental GAAP Update Service
- 2007-2010 “CPA’s Guide to Independence and Ethics”

Public Speaking Engagements

Scot has extensive involvement as a presenter at conferences in conjunction with the Kansas Association of Counties, Kansas Association of County Commissioners, Kansas Association of School Business Officials, Kansas Association of County Treasurers, Kansas County Officials Association, Wichita State University Hugo Wall School of Urban and Public Affairs—County Clerk’s, City Clerk’s and Municipal Finance Officers of Kansas, American Institute of Certified Public Accountants (AICPA), and State Societies of Certified Public Accountants Governmental Accounting and Auditing Conferences, etc. .

Other Professional Experience and Affiliations

Scot has been extensively involved in Federal, State and Local government and auditing standards committee activities, along with youth leadership activities.

- American Institute of Certified Public Accountants Government Performance and Accountability Committee (GPAC). Served a four year term on this committee from October 1, 2006 to September 30, 2010. Scot was the only CPA in the United States from a firm that was on this committee.
- American Institute of Certified Public Accountants Professional Ethics Executive Committee (PEEC). Served a three year term from October 1, 2003 to September 30, 2006 on this committee. Scot assisted the AICPA Ethics Division staff in conducting investigations of CPA referrals regarding audit failures or independence violations.
- U.S. Comptroller General appointed Scot to the U.S. GAO Strategic Planning Task Force as of June 19, 2003. Scot was the CPA representative from the United States to serve on a task force of Federal, State, Local government representatives and CPA Society representatives to develop a strategic plan relating the National Intergovernmental Audit Forum to the 10 Regional Intergovernmental Audit Forums across the United States.
- American Institute of Certified Public Accountants, Partnering for CPA Practice Success (PCPS) Technical Issues Committee (TIC). Scot was chairman of this committee’s governmental zone from October 1, 1999 to September 30, 2001. Scot was reappointed to this Committee in May 2019 for a three year term.
- Kansas Society of Certified Public Accountant’s Governmental Accounting and Auditing Committee. Scot was chairman from September 1992 to August 1995, and remains a member of this committee (currently called a task force).

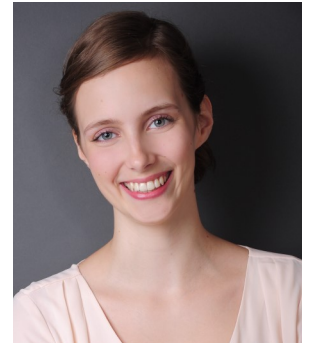
- Kansas Society of Certified Public Accountant's representative to the Mid-America Intergovernmental Audit Forum (MAIGAF) since 1992. As of January 2002 and again in December 2010, Scot served as Chairman and on the Board until 2015.
- Kansas Municipal Audit and Accounting Guide (KMAAG) Editorial Board, beginning in September 2012. This is Scot's second time to be on the editorial board for KMAAG. Scot served as Chairman and on the Board until 2015.
- Government Finance Officers of America (GFOA) Special Report Review Committee 1992 to 2003.
- Associate member of the Kansas Bankers Association.
- Fellowship of Christian Athletes (FCA) State of Kansas board member/consultant and huddle leader 1997 to present.
- Various other positions in organizations furthering the governmental accounting, financial management and auditing profession.

Continuing Professional Education

FY June 30, 2022 and prior, Scot has met and/or exceeded the required CPE hours.

Carlotta Sunderland

Advisory Team Lead



Education

M.Sc. in Politics, Economics, and Philosophy from University of Hamburg, Germany, in 2020.

B.Sc. in Economics from University of Hamburg, Germany, in 2017.

Professional Experience

Carlotta started as an advisory team member with Swindoll, Janzen, Hawk & Loyd, LLC in 2020. Her primary responsibility was to work with an in-house team to advise counties regarding compliance with the Strengthening People and Revitalizing Kansas (SPARK) program to cover costs associated with COVID-19. During the SPARK consulting project, she acted as a county liaison to sub-recipients and beneficiaries for two counties with population sizes of over 16,000. This role included advising county stakeholders on program design and compliance, facilitating sub-recipient monitoring, reporting, grant program coordination and supervision, as well as guiding the counties to completion with a comprehensive wrap-up.

Carlotta paralleled this in-depth involvement with advisory and accounting services across 15 additional counties advised by SJHL as part of the SPARK program.

As part of the Loyd Group, Carlotta serves as team lead for the advisory practice which supports over 20 counties in Kansas throughout ARPA SLFRF. Core of this work includes assessing, and designing internal controls, as well as addressing compliance questions, aiding long-term planning, and providing support for reporting and audit requirements. She further specializes in county audits as well as Single Audits at the Loyd Group, LLC. Carlotta also provides advisory services for municipal budgets.

Professional Affiliations

Associate Member of Kansas Society of Certified Public Accountants

Continuing Professional Education

FY June 30, 2022 and prior, Carlotta has met and/or exceeded the required CPE hours.

Christina J. Henson, CPA, CGMA

Senior Manager



Education

Masters in Accounting from Kansas State University, Manhattan, Kansas, 2001.

Certification

Certified Public Accountant, Kansas, 2004 (Certificate No. 9945)

Chartered Global Management Accountant, 2013

Professional Experience

Christina has 21 years of audit and accounting experience and specializes in local government auditing and the related Single Audits associated with the entities.

Local Governments

Christina has audited and/or been associated with the Following Federal programs as they relate to these local governments:

- Department of Agriculture (USDA). CFDA #10.781 Water and Waste Disposal Systems, CFDA #10.553 School Breakfast Program, CFDA #10.555 National School Lunch Program, CFDA #10.558 Child and Adult Care Food Program.
- Department of Education (ED). CFDA #84.010 Title I, CFDA #84.027 Title VI-B IDEA and Title VI-B Discretionary Spending Projects, Student Financial Aid Cluster including CFDA #84.007 SEOG, CFDA #84.033 Federal Work-Study, CFDA #84.063 Pell, CFDA #84.268 Federal Direct Student Loan, & CFDA #84.375 Academic Competitiveness Grant, CFDA #84.042A TRIO Student Support Services cluster, CFDA #84.048 Vocational Education Basic Grants.
- U.S. Department of Health and Human Services (HHS). CFDA #93.600 Head Start.
- U.S. Department of Housing and Urban Development (HUD). CFDA #14.228 Community Development Block Grant.
- U.S. Department of Transportation (DOT) CFDA #20.500 Federal Transit Capital Investment Grants, CFDA #20.509 Formula Grants for Other than Urbanized Areas.
- U.S. Department of Health & Environment. CFDA #66.458 Water Pollution Control.

Not-for-profit engagements

Christina has been involved in several audits for not-for-profit engagements, including several foundations related to community colleges. Through this engagement she has had the opportunity to experience and apply many unique and complex accounting principles related to not-for-profit engagements.

Income Tax

Christina has 21 years experience in the preparation of federal and state income and excise tax returns. Areas of practice include individuals, partnerships and LLCs, corporations, S-corporations, and nonprofits/private foundations form 990 series. Income tax research, consultation, and helping clients with IRS and Kansas letters and audits are an important part of Christina's practice.

Other Professional Experience and Affiliations

Christina has been involved in State and Local activities. The following bullets summarize Christina's involvement with these activities:

- Member of the American Institute of Certified Public Accountants
- Member of the Kansas Society of Certified Public Accountants
- Associate member of the Kansas Bankers Association

Continuing Professional Education

FY June 30, 2022 and prior, Christina has met and/or exceeded the required CPE hours.

Emily Mankins

Associate

Education

B.A. in Accounting from Friends University, Wichita, Kansas, 2015.

Professional Experience

Emily started as staff accountant with Swindoll, Janzen, Hawk & Loyd, LLC in 2018.

In her career as accountant, she specializes in client training as well as a client liaison. As of 2022, she is part of the advisory team at the Loyd Group, LLC.

Continuing Professional Education

FY June 30, 2022 and prior, Emily has met and/or exceeded the required CPE hours.



Vendor References Form

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR OFFER.

REFERENCE ONE

Government/Company Name: _Marion County, KS _____

Address: _200 S Third St, Suite 104, Marion, KS 66861 _____

Contact Person/Title: _Tina Spencer, County Clerk _____

Phone: _620-382-2185 _____ **Fax:** _/ _____

Email Address: _tspencer@marioncoks.net _____ **Contract Period:** _1/1/2022 - current _____

Scope of Work: _Advisory Services for ARPA SLFRF _____

REFERENCE TWO

Government/Company Name: _Atchison County, KS _____

Address: _423 N. 5th St., Atchison, KS 66002 _____

Contact Person/Title: _Mark Zeltner, Finance Director _____

Phone: _913-804-6034 _____ **Fax:** _/ _____

Email Address: _mzeltner@ATCOKS.ORG _____ **Contract Period:** _1/1/2022 - current _____

Scope of Work: _Advisory Services for ARPA SLFRF _____

REFERENCE THREE

Government/Company Name: _Cowley County, KS _____

Address: _311 East 9th Avenue, Winfield, KS 67156 _____

Contact Person/Title: _Lucas Goff, County Administrator _____

Phone: _620-221-5402 _____ **Fax:** _/ _____

Email Address: _lgoff@cowleycountyks.gov _____ **Contract Period:** _1/1/2022 - current _____

Scope of Work: _Advisory Services for ARPA SLFRF _____

Complete & Return this Form with Response Submission

Liability Insurance Statement

Loyd Group, LLC holds and will maintain professional liability insurance exceeding \$1,000,000 as well as Workers' Compensation Insurance exceeding \$1,000,000 for duration of the engagement. Insurance documents are available upon award of the contract.

October 6, 2022

Reno County Commission
204 West First Avenue
Hutchinson, KS 67501-5245

We look forward to providing Reno County (the "County") with consultation services regarding utilization and reporting of Coronavirus State and Local Fiscal Recovery Funds provided by the American Rescue Plan Act ("ARPA"). This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We plan to start the engagement on November 1, 2022, and after signing of this engagement letter and the engagement shall continue until the later of the program's completion or if terminated by either party at any time via electronic communication or in writing. During the term of the engagement, we will provide the following service offerings as requested by management:

- Perform necessary accounting procedures, relating to this project, until the project is completed.
- Preparation of reports and forms to be submitted to the Department of the Treasury as necessary.
- Provide consultation on allowable expenses and necessary documentation.
- Review payment requests and check these against substantiation provided by the County.
- Process reconciliation requests at the scheduled intervals required by the Department of the Treasury.
- Work closely with County staff throughout the entire project to formulate/review a Project Implementation and Execution Plan. We expect this to be a joint effort between County personnel and our staff.
- Attend meetings that are project related, utilizing remote technology where possible.
- Report schedule changes to the County Commission and administration.
- Report changes in official guidelines to the County Commission and administration.
- Assist County in project related public hearings/meetings required throughout the entire project where our firm may be required to explain various aspects of the Federal program.
- Work closely with the County Point-of-contact and Department of the Treasury and furnish additional information they may request.
- Operate within Federal and State guidelines that are related to ARPA funding.
- Aid compliance with all applicable laws, ordinances, and codes for the Federal, State and Local governments.
- Monitor evolving guidance and suggest continuous improvements (if necessary and requested) based on best practices and authoritative guidance available on a contemporaneous basis.

D. Scot Loyd, CPA, CGFM, CFE, CGMA, CNC

"Creating Maneuverability in Government"

The engagement may include discussions and interactions with the administration, individuals identified by administration who may be acting as agents of the County and/or independent contractors of the County. We expect County staff to be fully engaged in helping our firm get the appropriate paperwork and electronic files in order to perform our services. Your responsibilities include providing us with (1) access to all information of which you are aware that is relevant to the performance of this engagement, (2) additional information that we may request for the purpose of performing the service, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures. You are responsible for management decisions and functions, and for designating an individual who possesses suitable skill, knowledge, and/or experience to oversee any services we provide and for evaluating the adequacy and results of the services performed, and accepting responsibility for the results of such services.

In performing these services our role is strictly advisory in nature, we will not:

- Audit or review financial information and will not issue any form of assurance on it, including the Single Audit.
- Audit or review internal control or procedures nor issue any form of assurance on them. If guidance is requested for changes to internal control procedure or monitoring of subrecipients, this would necessitate a separate engagement outside the scope of these consultation services.
- Identify all challenges and improvements that may exist or are needed; however, we will provide the County Administration with a report of our findings and identified solutions that come to our attention in this engagement, if we feel it is material to the process and has a future benefit to the County.
- Identify all risk of material misstatements or detect material errors or fraud. However, we will inform management of any material errors or fraud that comes to our attention during the process of our consultation engagement.
- Perform services or make representations that could be perceived, by an informed party, as making managerial decisions.
- Make managerial decisions on behalf of the County Administrator of governance bodies.
- Provide managerial approval or disallowance of ARPA fund expenditures, but will offer insights and recommendations to aid County governance in making decisions based on the authoritative guidance available.

This engagement includes only those services specifically described in this letter. Any additional services requested will be subject to a separate written understanding before the additional services are commenced.

Due to the changing nature of the program and long-term commitment to the County, our fees for these services will be a fixed 3.92% of the County's ARPA allocation. The fee will cover the cost of all services listed above, travel, and other out-of-pocket expenses. We will utilize technology as much as possible to limit the travel and other out-of-pocket expenses to best utilize the fee allocation. Our fees, including travel and out-of-pocket costs will not exceed \$472,061 without prior approval from County Administration.

An initial retainer of 10% of the fixed fee will be invoiced on November 1, 2022 to cover administrative costs of the program set up. You will be billed quarterly in ten equal installments, or whenever funds are fully expended, whichever comes sooner.

It is our intent to be as transparent with fees and billing as possible. If specific formatting or reporting of invoices is required, please let us know of the requirements and we will do our best to accommodate with administrative feasibility in mind.

Certain documentation for this engagement is the property of Loyd Group, LLC and constitutes confidential information. However, subject to applicable laws and regulations, engagement documentation and appropriate individuals will be made available upon request and in a timely manner to regulatory agencies or their designee. We will notify you of any such request.

If requested, access to such engagement documentation will be provided under the supervision of Loyd Group, LLC personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to regulatory agencies or their designee. The regulatory agencies or their designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

In addition, you further agree that in the event our firm or any of its employees or agents is called as a witness or requested to provide any information whether oral, written, or electronic in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to this firm, or any documents and workpapers prepared by Loyd Group, LLC in accordance with the terms of this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates then in effect, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by a mutually agreed upon arbitrator, under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

This engagement embodies the entire agreement and understanding between the parties hereto and there are no promises, warranties, covenants, or conditions made by any of the parties except as herein expressly contained. The terms and conditions of this engagement shall be governed and construed in accordance with the laws of the State of Kansas and may only be modified in a writing signed by all the parties. Jurisdiction and venue of any dispute or cause of action arising out of or related to the subject-matter of this agreement shall lie in the State of Kansas and any litigation arising out of or related to the professional services rendered hereunder shall be brought in the State of Kansas.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

D. Scot Loyd

D. Scot Loyd, CPA, CGFM, CFE, CGMA, CNC



AGENDA ITEM

AGENDA ITEM #7.F

AGENDA DATE: October 11, 2022

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:

Proposal from SJCF for Reno County Needs Assessment and Masterplan for county buildings at a not-to-exceed cost of \$45,000.

SUMMARY & BACKGROUND OF TOPIC:

Early in August, the county sent a letter to three architect companies for a strategic plan on building needs. Attached is the letter that was sent by Reno County. Immediate building needs that will be considered are an overcrowded health department, emergency management offices, and the lack of a sufficient emergency operations center.

Three companies replied to the letter with one stating they did not have the resources to begin this project this year, as was requested by the county. The other two companies replied with documents showing their interest and related projects. A committee met and discussed the two companies with SJCF being the recommendation. It is our hope that if the agreement is approved, SJCF and Reno County can begin working on this study immediately.

ALL OPTIONS:

1. Approve the proposal from SJCF and authorize the county administrator to sign authorization to proceed.
2. Deny the proposal

RECOMMENDATION / REQUEST:

Approve of the proposal from SJCF, authorize the county administrator to sign proposal to proceed with the project.

POLICY / FISCAL IMPACT:

The county has money in the general fund to cover the cost of the work.



Strategic Plan for Building Needs

Background:

The County of Reno (Reno County) has numerous properties in the Hutchinson and South Hutchinson vicinity. The courthouse is listed as a historical property both by the State of Kansas and on the National Register. The courthouse was built in 1929/1930. For work completed in the courthouse, there may be tax credits available. The courthouse served as the location for most if not all the county departments main offices following its construction. Since that time, Reno County has grown in both population and functions of the government.

The county is governed by three elected Board of County Commissioners (BOCC) through this year, with the number expanding to five in January 2023. The BOCC then hires an administrator that oversees twelve department directors, the administration department, and collaborates with five elected department directors and the district court offices. The courthouse currently houses the following departments and agencies.

- Sheriff's Office
- District Attorney's Office
- Administration Office and Commission Office
- Human Resources
- Information Technology
- Emergency Management
- District Court judges, staff, and courtrooms
- Kansas Legal Services Office

Located directly behind (north) the courthouse is a building housing the Health Department. Adjacent to the courthouse is the Reno County Annex building, housing the Appraiser's Office, Register of Deeds, County Clerk, and County Treasurer.

Reno County is working on a courthouse interior renovation project to address some of the issues that we currently have with office limitations, specifically in the District Attorney's Office, District Court, and some miscellaneous work on the main level. As we have worked on this project, additional space issues in the Courthouse and nearby departments have come to light. This does not negate the current project but expedited the need for Reno County to be more strategic with building needs in the near future. Options might include acquiring buildings, adding on to our buildings, or the construction of new buildings.

Request/Statement of Need:

If you are interested, Reno County is requesting your company to provide an overview of the services that you provide that if chosen, would help the county better plan for our building and office needs. As insinuated above, we have or are close to being larger in departments and staff than what is possible in the courthouse. The Health Department and Emergency Management are two departments that have outgrown their current space.

Send a description of your services, along with information you feel is relevant in our review, as we select a company to help in the strategic planning process. All statements should be sent to Randy Partington (randy.partington@renogov.org) by Friday, August 26, 2022.



architecture

23 September 2022

Randy Partington
County Administrator
Reno County
206 West First Ave.
Hutchinson, KS, 67501-5245

Re: Reno County Needs Assessments & Masterplan

Mr. Randy Partington:

We are pleased to present a proposal to perform a needs assessment, facilities evaluation and block diagramming / masterplan for Reno County. We look forward to this opportunity to share our experience with Reno County in these important first endeavors which will shape the future of its facilities. Below is a further description of each of these services:

Needs Assessment

We understand the needs assessment to include the following departments:

- Administration
- Commission
- EMS (all locations excluding hospital)
- Emergency Management
- Health Department
- I.T.
- K-State Extension Office
- Public Works
- Register of Deeds
- Sheriff
- Treasurer

Our services will include:

- Kickoff meeting with Reno County's Project Management Team
- Department Questionnaire

- Programming meeting with each department, including key personnel as selected by the department head
- Preliminary program, incl. space standards / diagrams
- Follow-up meeting with each department as needed
- Final Program

During programming, we will ask each department to project 10-20 years into the future to facilitate long-term design solutions.

Facility Assessment

Each space occupied by the departments above will be evaluated for its size, suitability, and attributes to serve the department or other departments being considered for locating there. Site conditions, such as availability of parking or other exterior amenities will be included in this study. Ideally, we will tour each space prior to meeting with the department.

Note - this is not a facility condition assessment where the physical condition of the building, mechanical and electrical systems are being evaluated for repairs, maintenance, projected life span, etc. If desired, this service can be added at a later date.

Block Diagrams / Masterplan

After completing the needs and facility assessments, we will prepare options for placement of each of the studied departments within facilities owned by Reno County. Colored block diagrams will be generated to illustrate a masterplan indicating locations for these departments based on their programmed square footage. This will include conceptual footprints of additions / new buildings showing how the programmed square footage may fit on a site. The masterplan will also show other departments not studied which may be within the environs of the subject departments. Budget estimates will also be included with the masterplan.

Fee (hourly, not-to-exceed) **\$45,000**
For all services described above
Rate schedule attached

*Reno County to provide existing plans for all facilities studied

We are prepared to begin work immediately following Commission approval of our proposal. Please let me know if there are any questions about our proposed services. We look forward to beginning this important planning process with Reno County.

Sincerely,



Justin Graham, AIA, NCARB
Vice President

Authorization to Proceed

Randy Partington

Date

*Project will be billed at completion of each stage of services

SJCF HOURLY RATE SCHEDULE

Principal In Charge	\$150.00
Project Manager	\$135.00
Project Architect	\$115.00
Architect	\$105.00
Interior Designer	\$95.00
Architect In Training	\$80.00
Clerical	\$65.00



AGENDA ITEM

AGENDA ITEM #8.A

AGENDA DATE: October 11, 2022

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:
Financial Report

SUMMARY & BACKGROUND OF TOPIC:

Attached is a report to keep the commission informed of the county's financial status.

ALL OPTIONS:

Non action agenda item

RECOMMENDATION / REQUEST:

Discussion only

POLICY / FISCAL IMPACT:

None

2022 YTD BUDGET REPORT

As of 09/30/22

	Amended Budget	Amt Received / Expended	% Recd / Used
001 General Fund			
00 Dept			
Revenue			
Interest	333,000.00	634,071.24	190%
Taxes	14,978,099.00	14,495,727.73	97%
Licenses, Permits, and Fees	240,250.00	224,594.42	93%
Reimbursements	818,500.00	736,782.43	90%
Other	0.00	2,605.01	
Transfers In from Other Funds	25,000.00	74,010.00	296%
Cash Balance Forward (Budgeted Resource)	10,649,892.00	0.00	0%
Revenue Total	27,044,741.00	16,167,790.83	60%
Expenses			
Other Expense & Reimbursements	0.00	(2,859.89)	
Expenses Total	0.00	(2,859.89)	
01 County Commission			
Expenses			
Personnel Services	54,000.00	41,538.00	77%
Contractual Services	5,100.00	1,662.60	33%
Commodities	1,000.00	251.22	25%
Expenses Total	60,100.00	43,451.82	72%
02 County Clerk			
Revenue			
Reimbursements	20,000.00	104.44	1%
Revenue Total	20,000.00	104.44	1%
Expenses			
Personnel Services	274,646.00	209,148.67	76%
Contractual Services	27,710.00	24,687.98	89%
Commodities	4,600.00	1,292.92	28%
Expenses Total	306,956.00	235,129.57	77%

2022 YTD BUDGET REPORT

	Amended Budget	Amt Received / Expended	% Recd / Used
03 County Treasurer			
Revenue			
Reimbursements	0.00	292.18	
Revenue Total	0.00	292.18	
Expenses			
Personnel Services	201,897.00	136,309.89	68%
Contractual Services	43,650.00	12,194.29	28%
Commodities	32,150.00	3,465.55	11%
Expenses Total	277,697.00	151,969.73	55%
04 District Attorney			
Revenue			
Licenses, Permits, and Fees	80,000.00	117,906.10	147%
Revenue Total	80,000.00	117,906.10	147%
Expenses			
Personnel Services	1,118,003.00	845,298.21	76%
Contractual Services	123,900.00	42,212.19	34%
Commodities	40,000.00	27,455.85	69%
Capital Improvement & Outlay	26,000.00	23,003.00	88%
Expenses Total	1,307,903.00	937,969.25	72%
05 Register of Deeds			
Revenue			
Licenses, Permits, and Fees	375,000.00	374,225.00	100%
Revenue Total	375,000.00	374,225.00	100%
Expenses			
Personnel Services	155,246.00	115,923.06	75%
Contractual Services	9,750.00	5,594.68	57%
Commodities	6,300.00	3,031.17	48%
Capital Improvement & Outlay	0.00	1,655.28	
Expenses Total	171,296.00	126,204.19	74%

2022 YTD BUDGET REPORT

	Amended Budget	Amt Received / Expended	% Recd / Used
06 Sheriff			
Revenue			
Licenses, Permits, and Fees	47,612.00	23,170.00	49%
Reimbursements	16,100.00	18,489.74	115%
Grant Revenues	12,000.00	9,724.42	81%
Revenue Total	75,712.00	51,384.16	68%
Expenses			
Personnel Services	3,144,374.00	2,270,889.73	72%
Contractual Services	356,615.00	275,133.15	77%
Commodities	282,175.00	241,597.52	86%
Capital Improvement & Outlay	259,080.00	197,171.41	76%
Other Expense & Reimbursements	2,000.00	707.35	35%
Expenses Total	4,044,244.00	2,985,499.16	74%
07 Administration			
Expenses			
Personnel Services	400,026.00	303,965.80	76%
Contractual Services	130,100.00	73,535.65	57%
Commodities	4,000.00	1,963.27	49%
Expenses Total	534,126.00	379,464.72	71%
08 Unified Courts			
Revenue			
Reimbursements	10,000.00	1,468.00	15%
Revenue Total	10,000.00	1,468.00	15%
Expenses			
Contractual Services	557,640.00	365,806.68	66%
Commodities	55,100.00	31,197.43	57%
Expenses Total	612,740.00	397,004.11	65%

2022 YTD BUDGET REPORT

	Amended Budget	Amt Received / Expended	% Recd / Used
09 Courthouse General			
Revenue			
Reimbursements	11,000.00	13,749.63	125%
Revenue Total	11,000.00	13,749.63	125%
Expenses			
Personnel Services	84,781.00	67,191.33	79%
Contractual Services	537,500.00	323,302.46	60%
Commodities	0.00	0.00	
Capital Improvement & Outlay	1,049,054.00	0.00	0%
Other Expense & Reimbursements	15,000.00	2,844.06	19%
Outside Agencies Appropriation	0.00	0.00	
Ambulance Services	0.00	0.00	
Emergency Communications	0.00	0.00	
Economic Development Projects	0.00	0.00	
Transfers Out to Other Funds	0.00	0.00	
Commission Discretionary	0.00	0.00	
Reserve for Cash Carryover & Contingencies	0.00	0.00	
Expenses Total	1,686,335.00	393,337.85	23%
10 County General			
Revenue			
Reimbursements	0.00	962.39	
Revenue Total	0.00	962.39	
Expenses			
Contractual Services	869,000.00	777,808.71	90%
Commodities	1,000.00	7,157.60	716%
Other Expense & Reimbursements	0.00	(20.69)	
Outside Agencies Appropriation	559,500.00	483,700.00	86%
Ambulance Services	1,702,676.00	824,248.69	48%
Emergency Communications	801,058.00	410,285.53	51%
Economic Development Projects	400,000.00	0.00	0%
Transfers Out to Other Funds	1,091,315.00	32,985.62	3%
Commission Discretionary	20,000.00	8,068.07	40%
Reserve for Cash Carryover & Contingencies	5,656,702.00	0.00	0%
Expenses Total	11,101,251.00	2,544,233.53	23%

2022 YTD BUDGET REPORT

	Amended Budget	Amt Received / Expended	% Recd / Used
11 Maintenance			
Revenue			
Reimbursements	30,000.00	32,917.68	110%
Revenue Total	30,000.00	32,917.68	110%
Expenses			
Personnel Services	857,620.00	533,701.75	62%
Contractual Services	84,611.00	71,529.12	85%
Commodities	74,661.00	37,354.70	50%
Capital Improvement & Outlay	30,000.00	20,590.00	69%
Expenses Total	1,046,892.00	663,175.57	63%
12 Planning Zoning Utilities			
Expenses			
Personnel Services	85,955.00	63,334.80	74%
Contractual Services	15,700.00	6,190.50	39%
Commodities	700.00	129.26	18%
Expenses Total	102,355.00	69,654.56	68%
13 Emergency Management			
Revenue			
Reimbursements	0.00	386.81	
Revenue Total	0.00	386.81	
Expenses			
Personnel Services	295,063.00	199,907.22	68%
Contractual Services	39,375.00	21,878.39	56%
Commodities	20,850.00	18,458.72	89%
Other Expense & Reimbursements	0.00	2,368.46	
Expenses Total	355,288.00	242,612.79	68%
14 Jail			
Revenue			
Reimbursements	90,000.00	45,934.15	51%
Other	5,000.00	500.00	10%
Revenue Total	95,000.00	46,434.15	49%
Expenses			
Personnel Services	2,351,311.00	1,897,505.23	81%
Contractual Services	883,846.00	686,435.56	78%
Commodities	204,000.00	152,687.85	75%
Capital Improvement & Outlay	38,600.00	32,390.75	84%
Expenses Total	3,477,757.00	2,769,019.39	80%

2022 YTD BUDGET REPORT

	Amended Budget	Amt Received / Expended	% Recd / Used
15 Human Resources			
Expenses			
Personnel Services	184,349.00	140,233.90	76%
Contractual Services	56,050.00	32,358.20	58%
Commodities	18,500.00	3,032.26	16%
Expenses Total	258,899.00	175,624.36	68%
16 Appraiser			
Revenue			
Reimbursements	3,000.00	2,416.00	81%
Revenue Total	3,000.00	2,416.00	81%
Expenses			
Personnel Services	653,473.00	442,447.71	68%
Contractual Services	71,300.00	38,220.43	54%
Commodities	24,000.00	9,932.20	41%
Capital Improvement & Outlay	25,000.00	23,503.00	94%
Expenses Total	773,773.00	514,103.34	66%
17 Election			
Revenue			
Reimbursements	500.00	874.21	175%
Revenue Total	500.00	874.21	175%
Expenses			
Personnel Services	126,043.00	101,662.03	81%
Contractual Services	232,700.00	167,604.34	72%
Commodities	18,800.00	11,131.31	59%
Transfers Out to Other Funds	11,371.00	0.00	0%
Expenses Total	388,914.00	280,397.68	72%
18 Information Technology			
Revenue			
Reimbursements	28,000.00	28,252.85	101%
Revenue Total	28,000.00	28,252.85	101%
Expenses			
Personnel Services	502,866.00	370,839.14	74%
Contractual Services	297,425.00	273,629.56	92%
Commodities	11,000.00	8,146.92	74%
Expenses Total	811,291.00	652,615.62	80%

2022 YTD BUDGET REPORT

	Amended Budget	Amt Received / Expended	% Recd / Used
24 Auto Center			
Revenue			
Reimbursements	20,000.00	16,807.74	84%
Revenue Total	20,000.00	16,807.74	84%
Expenses			
Personnel Services	164,466.00	122,663.38	75%
Contractual Services	14,755.00	10,890.13	74%
Commodities	15,505.00	8,203.51	53%
Expenses Total	194,726.00	141,757.02	73%
REVENUE TOTALS	27,792,953.00	16,855,972.17	61%
EXPENSE TOTALS	27,512,543.00	13,700,364.37	50%
Fund 001 General Fund	280,410.00	3,155,607.80	
Beginning Fund Balance:		14,428,910.17	
Ending Fund Balance:		17,584,517.97	

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
002 Dept of Aging				
Revenue				
Taxes	292,143.00	281,170.27	96%	
Licenses, Permits, and Fees	150.00	0.00	0%	
Reimbursements	6,050.00	10,501.76	174%	
Other	223,000.00	30,803.50	14%	
Grant Revenues	1,171,236.00	709,462.98	61%	
Transfers In from Other Funds	352,000.00	0.00	0%	
Cash Balance Forward (Budgeted Resource)	488,712.00	0.00	0%	
Revenue Total	2,533,291.00	1,031,938.51	41%	
Expenses				
Personnel Services	1,321,263.00	833,112.50	63%	
Contractual Services	566,025.00	259,219.26	46%	
Commodities	287,150.00	118,520.90	41%	
Capital Improvement & Outlay	263,400.00	749.46	0%	
Other Expense & Reimbursements	425.00	0.00	0%	
Reserve for Cash Carryover & Contingencies	87,216.00	0.00	0%	
Expenses Total	2,525,479.00	1,211,602.12	48%	
	REVENUE TOTALS	2,533,291.00	1,031,938.51	41%
	EXPENSE TOTALS	2,525,479.00	1,211,602.12	48%
	Fund 002-Dept of Aging Totals	7,812.00	(179,663.61)	
	Beginning Fund Balance:	1,021,247.94		
	Ending Fund Balance:	841,584.33		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
003 Health				
Revenue				
Taxes	986,204.00	946,833.42	96%	
Licenses, Permits, and Fees	8,000.00	735.27	9%	
Reimbursements	651,000.00	539,152.78	83%	
Other	0.00	485.00		
Grant Revenues	1,062,000.00	2,106,037.51	198%	
Cash Balance Forward (Budgeted Resource)	692,863.00	0.00	0%	
Revenue Total	3,400,067.00	3,593,243.98	106%	
Expenses				
Personnel Services	2,421,343.00	1,667,215.24	69%	
Contractual Services	568,100.00	490,440.09	86%	
Commodities	254,400.00	163,167.59	64%	
Capital Improvement & Outlay	0.00	0.00		
Other Expense & Reimbursements	0.00	0.00		
Reserve for Cash Carryover & Contingencies	130,799.00	0.00	0%	
Expenses Total	3,374,642.00	2,320,822.92	69%	
	REVENUE TOTALS	3,400,067.00	3,593,243.98	106%
	EXPENSE TOTALS	3,374,642.00	2,320,822.92	69%
	Fund 003-Health Totals	25,425.00	1,272,421.06	
	Beginning Fund Balance:	1,264,033.90		
	Ending Fund Balance:	2,536,454.96		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
004 Noxious Weed				
Revenue				
Taxes	117,103.00	112,665.33	96%	
Other	12,000.00	26,401.80	220%	
Cash Balance Forward (Budgeted Resource)	26,285.00	0.00	0%	
Revenue Total	155,388.00	139,067.13	89%	
Expenses				
Personnel Services	82,952.00	62,655.88	76%	
Contractual Services	5,400.00	1,323.41	25%	
Commodities	51,400.00	46,478.70	90%	
Other Expense & Reimbursements	0.00	0.00		
Transfers Out to Other Funds	10,000.00	0.00	0%	
Reserve for Cash Carryover & Contingencies	2,398.00	0.00	0%	
Expenses Total	152,150.00	110,457.99	73%	
	REVENUE TOTALS	155,388.00	139,067.13	89%
	EXPENSE TOTALS	152,150.00	110,457.99	73%
	Fund 004-Nox Weed Totals	3,238.00	28,609.14	
	Beginning Fund Balance:	28,030.79		
	Ending Fund Balance:	56,639.93		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
006 Special Bridge Fund				
Revenue				
Taxes	1,231,904.00	1,193,165.38	97%	
Cash Balance Forward (Budgeted Resource)	2,226,527.00	0.00	0%	
Prior Year Cancelled Encumbrances (KMAAG)	0.00	4,526.13		
Grant Revenues	0.00	754,022.35		
Revenue Total	3,458,431.00	1,951,713.86		
Expenses				
Contractual Services	2,400,000.00	1,813,816.36		
Commodities	350,000.00	0.00		
Other Expense & Reimbursements	0.00	(1,067,289.73)		
Reserve for Cash Carryover & Contingencies	675,000.00	0.00	0%	
Expenses Total	3,425,000.00	746,526.63		
	REVENUE TOTALS	3,458,431.00	1,951,713.86	56%
	EXPENSE TOTALS	3,425,000.00	746,526.63	22%
	Fund 006-Sp Bridge Totals	33,431.00	1,205,187.23	
	Beginning Fund Balance:	3,952,204.32		
	Ending Fund Balance:	5,157,391.55		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
007 Public Works				
Revenue				
Taxes	4,428,033.00	4,249,839.88	96%	
Reimbursements	0.00	8,917.93		
Other	1,427,625.00	1,170,311.37	82%	
Cash Balance Forward (Budgeted Resource)	1,013,461.00	0.00	0%	
Revenue Total	6,869,119.00	5,429,069.18	79%	
Expenses				
Personnel Services	2,251,809.00	1,583,806.03	70%	
Contractual Services	311,550.00	165,689.04	53%	
Commodities	3,339,000.00	2,549,829.45	76%	
Capital Improvement & Outlay	550,000.00	291,485.96	53%	
Other Expense & Reimbursements	0.00	0.00		
Transfers Out to Other Funds	300,000.00	0.00	0%	
Reserve for Cash Carryover & Contingencies	1,713.00	0.00	0%	
Expenses Total	6,754,072.00	4,590,810.48	68%	
	REVENUE TOTALS	6,869,119.00	5,429,069.18	79%
	EXPENSE TOTALS	6,754,072.00	4,590,810.48	68%
	Fund 007-Public Works	115,047.00	838,258.70	
	Beginning Fund Balance:	1,607,443.99		
	Ending Fund Balance:	2,445,702.69		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
008 Solid Waste				
Revenue				
Licenses, Permits, and Fees	5,090,000.00	5,166,322.77	101%	
Reimbursements	20,000.00	95,779.02	479%	
Other	5,000.00	17,015.23	340%	
Cash Balance Forward (Budgeted Resource)	5,957,832.00	0.00	0%	
Revenue Total	11,072,832.00	5,279,117.02	48%	
Expenses				
Personnel Services	1,623,020.00	1,022,403.29	63%	
Contractual Services	1,199,450.00	633,631.79	53%	
Commodities	574,500.00	372,661.98	65%	
Capital Improvement & Outlay	2,810,000.00	695,211.66	25%	
Other Expense & Reimbursements	0.00	0.00		
Transfers Out to Other Funds	651,950.00	251,950.00	39%	
Reserve for Cash Carryover & Contingencies	4,213,912.00	0.00	0%	
Expenses Total	11,072,832.00	2,975,858.72	27%	
	REVENUE TOTALS	11,072,832.00	5,279,117.02	48%
	EXPENSE TOTALS	11,072,832.00	2,975,858.72	27%
	Fund 008-Solid Waste	0.00	2,303,258.30	
	Beginning Fund Balance:	7,217,794.01		
	Ending Fund Balance:	9,521,052.31		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
009 Youth Shelter				
Revenue				
Reimbursements	1,302,220.00	1,036,167.86	80%	
Transfers In from Other Funds	649,315.00	0.00	0%	
Grant Revenues	0.00	27,742.47		
Cash Balance Forward (Budgeted Resource)	243,490.00	0.00	0%	
Revenue Total	2,195,025.00	1,063,910.33	48%	
Expenses				
Personnel Services	1,698,666.00	1,238,178.31	73%	
Contractual Services	107,175.00	58,432.72	55%	
Commodities	56,300.00	19,575.94	35%	
Capital Improvement & Outlay	20,000.00	5,599.21	28%	
Other Expense & Reimbursements	126,082.00	78,074.33	62%	
Reserve for Cash Carryover & Contingencies	186,802.00	0.00	0%	
Expenses Total	2,195,025.00	1,399,860.51	64%	
	REVENUE TOTALS	2,195,025.00	1,063,910.33	48%
	EXPENSE TOTALS	2,195,025.00	1,399,860.51	64%
Fund 009-Youth Services	0.00	(335,950.18)		
	Beginning Fund Balance:	875,998.14		
	Ending Fund Balance:	540,047.96		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
013 Solid Waste Reserve				
Revenue				
Transfers In from Other Funds	400,000.00	0.00	0%	
Cash Balance Forward (Budgeted Resource)	5,662,037.00	0.00	0%	
Revenue Total	6,062,037.00	0.00	0%	
Expenses				
Contractual Services	355,000.00	147,044.49	41%	
Capital Improvement & Outlay	5,707,037.00	0.00	0%	
Expenses Total	6,062,037.00	147,044.49	2%	
	REVENUE TOTALS	6,062,037.00	0.00	0%
	EXPENSE TOTALS	6,062,037.00	147,044.49	2%
Fund 013-Solid Waste Reserve	0.00	(147,044.49)		
	Beginning Fund Balance:	6,498,694.76		
	Ending Fund Balance:	6,351,650.27		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
015 Employee Benefits				
Revenue				
Taxes	6,893,260.00	6,649,650.88	96%	
Reimbursements	1,350,000.00	936,829.69	69%	
Cash Balance Forward (Budgeted Resource)	2,986,116.00	0.00	0%	
Revenue Total	11,229,376.00	7,586,480.57	68%	
Expenses				
Personnel Services	4,086,532.00	3,018,975.18	74%	
Contractual Services	5,000.00	1,340.00	27%	
Capital Improvement & Outlay	100,000.00	0.00	0%	
Other Expense & Reimbursements	4,000.00	16,061.03	402%	
Transfers Out to Other Funds	5,050,904.00	2,897,128.00	57%	
Reserve for Cash Carryover & Contingencies	1,800,000.00	0.00	0%	
Expenses Total	11,046,436.00	5,933,504.21	54%	
	REVENUE TOTALS	11,229,376.00	7,586,480.57	68%
	EXPENSE TOTALS	11,046,436.00	5,933,504.21	54%
	Fund 015-Employee Benefits	182,940.00	1,652,976.36	
	Beginning Fund Balance:	5,042,345.42		
	Ending Fund Balance:	6,695,321.78		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
017 Training & Evaluation Center				
Revenue				
Taxes	504,651.00	485,763.46	96%	
Cash Balance Forward (Budgeted Resource)	18,648.00	0.00	0%	
Revenue Total	523,299.00	485,763.46	93%	
Expenses				
Contractual Services	510,000.00	473,000.00	93%	
Expenses Total	510,000.00	473,000.00	93%	
	REVENUE TOTALS	523,299.00	485,763.46	93%
	EXPENSE TOTALS	510,000.00	473,000.00	93%
	Fund 017-Training & Evaluation Center	13,299.00	12,763.46	
	Beginning Fund Balance:	28,285.66		
	Ending Fund Balance:	41,049.12		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
018 Mental Health				
Revenue				
Taxes	448,697.00	431,700.57	96%	
Cash Balance Forward (Budgeted Resource)	15,148.00	0.00	0%	
Revenue Total	463,845.00	431,700.57	93%	
Expenses				
Contractual Services	452,025.00	420,025.00	93%	
Expenses Total	452,025.00	420,025.00	93%	
	REVENUE TOTALS	463,845.00	431,700.57	93%
	EXPENSE TOTALS	452,025.00	420,025.00	93%
Fund 018-Mental Health	11,820.00	11,675.57		
	Beginning Fund Balance:	22,327.06		
	Ending Fund Balance:	34,002.63		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
029 Special Park & Recreation				
Revenue				
Taxes	13,165.00	12,760.57	97%	
Cash Balance Forward (Budgeted Resource)	409.00	0.00	0%	
Revenue Total	13,574.00	12,760.57	94%	
Expenses				
Contractual Services	13,165.00	13,165.00	100%	
Reserve for Cash Carryover & Contingencies	409.00	0.00	0%	
Expenses Total	13,574.00	13,165.00	97%	
	REVENUE TOTALS	13,574.00	12,760.57	94%
	EXPENSE TOTALS	13,574.00	13,165.00	97%
Fund 029 Special Park & Recreation	0.00	(404.43)		
	Beginning Fund Balance:	8,291.42		
	Ending Fund Balance:	7,886.99		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
030 Special Alcohol & Drug				
Revenue				
Taxes	13,165.00	14,550.16	111%	
Cash Balance Forward (Budgeted Resource)	17,416.00	0.00	0%	
Revenue Total	30,581.00	14,550.16	48%	
Expenses				
Contractual Services	10,000.00	10,000.00	100%	
Reserve for Cash Carryover & Contingencies	20,581.00	0.00	0%	
Expenses Total	30,581.00	10,000.00	33%	
	REVENUE TOTALS	30,581.00	14,550.16	48%
	EXPENSE TOTALS	30,581.00	10,000.00	33%
Fund 030 Special Alcohol & Drug	0.00	4,550.16		
	Beginning Fund Balance:	27,106.46		
	Ending Fund Balance:	31,656.62		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
083 County Bond & Interest				
Revenue				
Taxes	1,064,489.00	1,033,579.07	97%	
Other	54,845.00	54,844.67	100%	
Transfers In from Other Funds	611,825.00	611,825.00	100%	
Cash Balance Forward (Budgeted Resource)	143,618.00	0.00	0%	
Revenue Total	1,874,777.00	1,700,248.74	91%	
Expenses				
Contractual Services	1,694,463.00	1,695,362.50	100%	
Reserve for Cash Carryover & Contingencies	150,000.00	0.00	0%	
Expenses Total	1,844,463.00	1,695,362.50	92%	
	REVENUE TOTALS	1,874,777.00	1,700,248.74	91%
	EXPENSE TOTALS	1,844,463.00	1,695,362.50	92%
Fund 083 County Bond & Interest	30,314.00	4,886.24		
	Beginning Fund Balance:	150,560.06		
	Ending Fund Balance:	155,446.30		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
085 Noxious Weed/Capital Outlay				
Revenue				
Transfers In from Other Funds	10,000.00	0.00	0%	
Cash Balance Forward (Budgeted Resource)	98,568.00	0.00	0%	
Revenue Total	108,568.00	0.00	0%	
Expenses				
Capital Improvement & Outlay	108,568.00	0.00	0%	
Expenses Total	108,568.00	0.00	0%	
	REVENUE TOTALS	108,568.00	0.00	0%
	EXPENSE TOTALS	108,568.00	0.00	0%
Fund 085 Noxious Weed Capital Outlay	0.00	0.00		
	Beginning Fund Balance:	89,776.58		
	Ending Fund Balance:	89,776.58		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
086 Health/Capital Outlay				
Revenue				
Grant Revenues	220,000.00	6,531.00	3%	
Cash Balance Forward (Budgeted Resource)	350,980.00	0.00	0%	
Revenue Total	570,980.00	6,531.00	1%	
Expenses				
Capital Improvement & Outlay	255,000.00	46,667.00	18%	
Reserve for Cash Carryover & Contingencies	315,980.00	0.00	0%	
Expenses Total	570,980.00	46,667.00	8%	
	REVENUE TOTALS	570,980.00	6,531.00	1%
	EXPENSE TOTALS	570,980.00	46,667.00	8%
Fund 086 Health Capital Outlay	0.00	(40,136.00)		
	Beginning Fund Balance:	433,479.84		
	Ending Fund Balance:	393,343.84		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
087 Historical Museum				
Revenue				
Taxes	184,312.00	177,193.30	96%	
Cash Balance Forward (Budgeted Resource)	5,551.00	0.00	0%	
Revenue Total	189,863.00	177,193.30	93%	
Expenses				
Contractual Services	185,000.00	170,000.00	92%	
Expenses Total	185,000.00	170,000.00	92%	
	REVENUE TOTALS	189,863.00	177,193.30	93%
	EXPENSE TOTALS	185,000.00	170,000.00	92%
Fund 087 Historical Museum	4,863.00	7,193.30		
	Beginning Fund Balance:	8,871.93		
	Ending Fund Balance:	16,065.23		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
093 Special Equipment Fund				
Revenue				
Taxes	367,414.00	354,900.40	97%	
Reimbursements	130,288.00	91,202.02	70%	
Other	0.00	1,118.27		
Cash Balance Forward (Budgeted Resource)	45,017.00	0.00	0%	
Revenue Total	542,719.00	447,220.69	82%	
Expenses				
Capital Improvement & Outlay	432,580.00	214,749.58	50%	
Reserve for Cash Carryover & Contingencies	100,000.00	0.00	0%	
Contractual Services	0.00	116,535.70		
Transfers Out to Other Funds	0.00	0.00		
Expenses Total	532,580.00	331,285.28	62%	
	REVENUE TOTALS	542,719.00	447,220.69	82%
	EXPENSE TOTALS	532,580.00	331,285.28	62%
Fund 093 Special Equipment Fund	10,139.00	115,935.41		
	Beginning Fund Balance:	188,808.27		
	Ending Fund Balance:	304,743.68		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
094 Special Road Fund				
Revenue				
Taxes	158,594.00	147,388.27	93%	
Grant Revenues	0.00	0.00		
Cash Balance Forward (Budgeted Resource)	612,530.00	0.00	0%	
Revenue Total	771,124.00	147,388.27	19%	
Expenses				
Commodities	0.00	48,542.24		
Contractual Services	0.00	230,915.75		
Capital Improvement & Outlay	755,000.00	0.00	0%	
Reserve for Cash Carryover & Contingencies	13,500.00	0.00	0%	
Expenses Total	768,500.00	279,457.99	36%	
	REVENUE TOTALS	771,124.00	147,388.27	19%
	EXPENSE TOTALS	768,500.00	279,457.99	36%
Fund 094 Special Road Fund	2,624.00	(132,069.72)		
	Beginning Fund Balance:	1,378,894.67		
	Ending Fund Balance:	1,246,824.95		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used	
098 Capital Improvement Program				
Revenue				
Taxes	601,331.00	580,777.39	97%	
Reimbursements	0.00	9,691.36		
Cash Balance Forward (Budgeted Resource)	310,478.00	0.00	0%	
Revenue Total	911,809.00	590,468.75	65%	
Expenses				
Capital Improvement & Outlay	436,125.00	94,527.49	22%	
Transfers Out to Other Funds	359,875.00	359,875.00	100%	
Reserve for Cash Carryover & Contingencies	100,000.00	0.00	0%	
Expenses Total	896,000.00	454,402.49	51%	
	REVENUE TOTALS	911,809.00	590,468.75	65%
	EXPENSE TOTALS	896,000.00	454,402.49	51%
Fund 098 Capital Improvement Program	15,809.00	136,066.26		
	Beginning Fund Balance:	502,097.87		
	Ending Fund Balance:	638,164.13		

Fund	Amended Budget	Amt Received / Expended	% Rec'd / Used
180 Internal Services			
Revenue			
Reimbursements	678,000.00	455,307.26	67%
Cash Balance Forward (Budgeted Resource)	79,822.00	0.00	0%
Revenue Total	757,822.00	455,307.26	60%
Expenses			
Commodities	678,000.00	455,138.89	67%
Reserve for Cash Carryover & Contingencies	79,822.00	0.00	0%
Expenses Total	757,822.00	455,138.89	60%
REVENUE TOTALS	757,822.00	455,307.26	60%
EXPENSE TOTALS	757,822.00	455,138.89	60%
Fund 180 Internal Services	0.00	168.37	
Beginning Fund Balance:		114,909.27	
Ending Fund Balance:		115,077.64	



AGENDA ITEM

AGENDA ITEM #8.B

AGENDA DATE: October 11, 2022

PRESENTED BY: Randy Partington, County Administrator

AGENDA TOPIC:
Monthly Department Reports

SUMMARY & BACKGROUND OF TOPIC:

Every month, departments have been asked to provide an update on the previous month's major activities. The reports are intended to keep the county commission informed about the appointed and elected departments. Attached are reports for Aging-Public Transport, Appraiser, Automotive, County Clerk, Community Corrections, District Attorney, Emergency Management, and Health Dept.

ALL OPTIONS:

n/a

RECOMMENDATION / REQUEST:

Discussion Only

POLICY / FISCAL IMPACT:

n/a



120 W. Avenue B, Hutchinson, KS 67501

(620)694-2911 Fax: (620)694-2767

Monthly Report for September 2022

Submitted by

Barbara Lilyhorn

Director- Department of Aging and Public Transportation

Staff

Four full time Fixed Route Rcat driver positions remain open. There is one candidate pending – he has passed all pre-employment testing and hopefully, begin work the last week of September. The vacancies created 160 service hours weekly to be covered either by pulling drivers from Paratransit service and reducing the number of trips available and/or Overtime. The new service hours are working, and the demand response service use continues to be strong.

Budget

The Department of Aging has spent 44% and the Department of Public Transportation has spent 47% of the Department budgets respectively – a composite total of 47% of the entire 002 expenditure budget as of 9/23/2022. Composite revenue is 37%.

Public Transportation Operations

A bus shelter was installed near the Hutchinson Public Library. The bus pull in area was planned in the City of Hutchinson's main street renovation. The design is working very well, and the location is and has traditionally been a popular pick-up spot.

Bus time schedules for each bus shelter have been ordered. The information format is centered around the needs of low vision passengers in the visual color contrast, size and font of lettering and space needed for best viewing.

The bus shelters were washed and cleaned during the United Way Community Workday at the end of August. Due to the long dusty summer and staff vacancies the shelters needed to be cleaned and our Department appreciated the volunteers help to get this done.

The Reno County Public Transportation Commission met for the bi-monthly meeting on September 14.

Aging Operations

The Department is preparing for the annual Medicare Part D Open Enrollment Period October 15 – December 7. This involved coordinating our RSVP volunteers service schedules, arranging for press releases on print, radio, and social media, taping radio ads, and working with the maintenance department to post a banner on the lawn. IT worked with us to design a new scheduling tool through our Outlook email program – we have begun to take appointments and it is working very well.

The Reno County Council on Aging met at the September 20 bi-monthly meeting.



RENO COUNTY
125 West First Ave.
Hutchinson, Kansas 67501
(620) 694-2915
Fax: (620) 694-2987

Re: Monthly report for beginning of October 2022

To: Randy Partington, County Administrator

Staffing changes or issues

The County Appraiser's office will be fully staffed when the new commercial appraiser starts at the end of October.

Financial summary

As of the end of September, the Appraiser will have spent approximately 63% of the year-to-date budget, with the majority of it being payroll. The remaining expenses were primarily regular/seasonal monthly expenses.

Projects/Issues/Challenges/Concerns

Personal Property

- Staff is working on data entry for changes in ownership that occurred after the last valuation date.
- Staff has begun working on valuation for tax year 2023.

Residential Department

- Staff is reviewing and validating sales as they come in.
- Staff is doing field visits, on-site hearings, and interior inspections as needed.
- Staff is nearing completion on the annual 17% review as mandated by statute.
- Data entry for tax year 2023 will continue until valuation begins sometime in November.
- Compliance is sending reports to PVD as requests come in.

Commercial Department

- Staff is reviewing and validating sales as they come in.
- Staff is doing field visits, on-site hearings, and interior inspections as needed.
- Staff has completed 17% review as mandated by statute.
- Data entry for tax year 2023 will continue until valuation begins.
- The result of the Kohl's BOTA hearing will determine our course of action on the 2022 and 2023 valuations for that property, as well as whether or not to engage an appraisal firm for a single-property appraisal. The BOTA decision is still pending.



120 W. Avenue B, Hutchinson, KS 67501
620-694-2585
Fax: 620-694-2767

Budget YTD Summary

As of September 26, 2022, we are at 69% of our overall budget of \$154,645. The internal services fund (fuel and parts) stands at 58% out of the budget of \$428,000.

Projects/Issues

As far as vehicles, we have received all vehicles ordered except for an F150 for the Sheriff's Department that is scheduled to be built on Oct. 18th and a Maverick that has been built but not shipped for the Health Department.

The overall fuel cost in August for WEX card users was \$23,023.23.

One issue that we will be dealing with is seeing a short order bank window for new vehicles. We are seeing a range of 4 weeks for police vehicles down to a 3-day window to order certain trucks for the following year. Hopefully this will change in the future as supply chain issues are resolved. We are also seeing a difficulty of getting common maintenance items for certain vehicles with national backorders of up to 3 months.

Other than that, it has been routine maintenance and repairs.



**Donna Patton
County Clerk**

RENO COUNTY
125 West 1st Ave.
Hutchinson, Kansas 67501
(620) 694-2934
Fax: (620) 694-2534
TDD: Kansas Relay Center 1-800-766-3777

Clerk/Election Monthly Report for September

We have finished up the USD311 Special Election including the canvass. The ballots for the General Election have been proofed 3 times, and we have placed the order for them. Per statute, we have destroyed the ballots from the 2020 Primary and General Elections. Our overseas and military ballots will be mailed out on September 23, 2022.

In the Clerk's Office, we are still receiving budgets in and so far, everyone has all the documentation that is required. If they are missing something, I give them a call and they get it right in to me. Jenna and I will start the tax roll process on September 26th and hope to have the ballots sent to the printer by the first week of November.

By the end of September, 73% of the year-to-date budget in the Clerk's Office and 70% in the Election's Office was used with the majority of that for payroll and election expenses.

Donna Patton



COMMUNITY CORRECTIONS

115 West 1st
Hutchinson, Ks. 67501
Phone 620-665-7042
Fax 620-662-8613

County Commission Report

September 2022

Staffing

There is currently one position posted for an Intensive Supervision Officer. The Intensive Supervision Officer, ISO, is the position within the agency which provides direct services to people of probation. It is a challenge to find a person with the right skill set and the right philosophy for this position and it's been made even worse with the competitive job market. While many would consider this a criminal justice position it's really more of a social work role when you evaluate the tasks the job entails. Officers spend much of their time counseling clients in behavior change, abstinence, employment, and finding the right friends. They also spend a lot of time setting up services for clients like substance abuse and mental health treatment and then following-up on service engagement.

We have filled the stand-by transporter position which was open about six months.

Projects/Concerns

Community Corrections continues to work on becoming more effective and more efficient as an organization. High caseloads and documentation requirements are slowing the progress of this work, but supervisory staff continue to stay focused on moving forward.

One barrier to progress is the grants management system the Department of Corrections implemented earlier this calendar year. For the current grant cycle most of the documents were uploaded for submission rather than paper copies being mailed in. This created nice efficiency and reduced the costs of paper and mailing however it has also created many inefficiencies. Last year financial reports were done using excel sheets. It was quick and easy to enter expenses and e-mail the document to KDOC. This year the process has become much more labor intensive. Now data has to be entered in six fields to enter one budget line-item expense. Additionally, reviewing expenses to ensure everything is entered correctly is much more difficult and time consuming. KDOC is also requiring agencies to upload all their receipts into the system explaining this is in case they want to audit an agency. Typically, audits are done every three years and focus on three months' worth of data. So, while efficiency was created for one or two KDOC staff much more work is required of all Community Corrections agencies across the State. The new system was costly to acquire and has increased the amount of time required of staff which also increases costs.



COMMUNITY CORRECTIONS

115 West 1st
Hutchinson, Ks. 67501
Phone 620-665-7042
Fax 620-662-8613

Financial

Community Corrections plans to advocate with the State for additional funding again this legislative session. Last year the State approved increased funding to provide competitive wages which was very beneficial to agencies. We have three primary Statewide funding requests this year:

1. \$4.5 million to add 51 officers Statewide
2. \$6 million to offset flat or reduced funding since 2013, and
3. \$1 million for behavioral health services

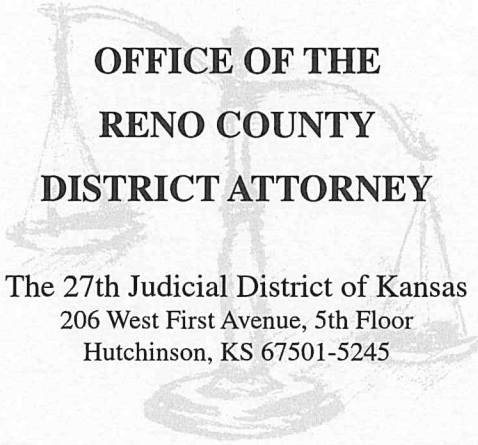
It is possible we will also request additional funding from the State to help KDOC pay for fixes to the offender data management system, Athena. In KDOC's last report to Directors they said there are still hundreds of fixes needed to correct problems in Athena. Athena has been in use for a year and a half and has been very inefficient for end users and costly for taxpayers.

DISTRICT ATTORNEY
Thomas R. Stanton

DEPUTY DISTRICT ATTORNEY
Andrew R. Davidson

**SENIOR ASSISTANT
DISTRICT ATTORNEY**
Kimberly A. Rodebaugh

ASSISTANT DISTRICT ATTORNEYS
Jennifer L. Harper
Sierra M. Logan
Brian Koch
Jamie L. Karasek



**OFFICE OF THE
RENO COUNTY
DISTRICT ATTORNEY**

The 27th Judicial District of Kansas
206 West First Avenue, 5th Floor
Hutchinson, KS 67501-5245

TELEPHONE: (620) 694-2715
FAX: (620) 694-2711

Victim-Witness Service
(620) 694-2773

Investigator Daniel Nowlan
(620) 694-2765

September 2022 BOCC Update

Staffing Changes or Issues: As of September 30, 2022, the Reno County District Attorney's Office employs 19 people; six attorney/prosecutors: one investigator/coroner assistant; one part-time assistant coroner; one office manager; one victim/witness coordinator; one diversion coordinator; and eight office legal staff. We are not currently staffed.

I am currently one attorney short of a full staff. Jenifer Harper, who had been our juvenile attorney, submitted her resignation with an anticipated last date of September 9. She ultimately left my employ on September 2, 2022. We began advertising for the position immediately upon receiving notice of her departure. We have received no applications to fill the position. The remaining attorneys are working diligently to attempt to cover the juvenile, CINC and mental illness dockets.

There were three graduations from Drug Court in the month of September, 2022.

Budget Summary: FY2022 expenditures to date are at 68% of budget.

Projects-Issues-Challenges-Concerns: My office awaits the remodel of the fifth floor of the courthouse. I remain in planning mode regarding what projects/programs I may attempt to initiate in fiscal year 2024.

I am in the planning stage for my budget requests for 2024. I am continuing to plan for an expansion of our diversion program according to the provisions of HB 2026, and I hope to include some mental health diversion in that process.

The courts recently changed software from what we had been working with for many years to a new program called Odyssey. Unfortunately, there is no prosecutor portal available for my office to access the system. We have the same access as the public. This is especially problematic regarding our juvenile, CINC and mental illness cases because of statutory confidentiality restrictions. Essentially, we cannot access our own cases for those dockets. Additionally, we have limited access to even our adult cases and must rely on the courts to give us information and access to our files. Had we gone paperless prior to this changeover, we

would have no access to any of our files. This problem is likely to remain an issue because it does not look like we will get a prosecutor portal before the end of 2023.

We have also purchased a prosecutor software program by Karpel that will be compatible with Odyssey. A portion of the cost was paid through IT which budgeted for the purchase of the software. My office also paid \$21,000 as part of the upfront costs for this program. There will be an annual maintenance fee associated with this prosecutor program. Once in place (the scheduled implementation date is now October 2023) this program should assist in our discovery process as well as dissemination of documents from our case files.

We have been in contact with IT on another issue that involves our ability to store and disseminate discovery in our cases. We believe we have come up with a solution to some of the issues we have regarding the time it takes to download audio and video files from law enforcement sources by saving one step and simply placing all those electronic files onto a dedicated server for which only our office and IT have access. This process will have to wait until 2023 because the best solution will cost more than \$3,800.00. Our budget will not allow that cost to be extended this year because the investment we made in our Karpel prosecutor software will require the use of nearly all of our technology line item.



Thomas R. Stanton
Reno County District Attorney



Emergency Management

Reno County
206 W 1st Ave
Hutchinson, KS 67501
620-694-2974

Staffing changes or issues (if any)

There are no staffing changes to report.

Budget YTD summary

At the end of September, Emergency Management has used 58% of its year-to-date budget. 194% of the fuel budget has already been used for 2022.

Projects/Issues/Challenges/Concerns

Activities:

- In September, we continue to be busy with wildfires due to the dry conditions. Similar to last month, most of these fires have been started by farming equipment.
- We put together a survey that was sent to over 500 property owners in the areas we are targeting for mitigation. Those surveys were due back to us on September 23rd, and we will present the findings to the commission in October.
 - Once we compile the data from the initial survey of property owners, the same survey will be available online to the rest of the property owners in the county.
- Working with the Kansas Forest Service to apply for a Community Wildfire Defense Grant which would provide a written document of the wildfire threat to Reno County.
- We participated in State Fair Meetings and their preparedness day.
- Attended the Kansas Emergency Management Association Conference.
- Participated in the Central Kansas Wetlands Sub Area meeting at Quivira and discussed preparedness activities in the region
- Attended Monitoring for Emergency Responders: Detection, Monitoring, and Sampling class
- The Fire Administrator participated a Fire Chief's round table discussion. In the future, he will be attending these quarterly meetings.
- Pump and ladder testing for all the county fire departments has been completed. We will receive the results in the coming weeks.
- The burn resolution and permitting process is still on track to be completed and presented to the Commission before the end of the year.



Emergency Management

Reno County
206 W 1st Ave
Hutchinson, KS 67501
620-694-2974

-
- We are still on track to have the rewrite of the County's Emergency Operations Plan completed and presented to the Commission before the end of the year.
 - In October, shortly after the first freeze, we expect to start wildfire season. Due to dry conditions and limited moisture, there is concern for how early the wildfire season is starting.

RE: Monthly report ending September 2022

Dear Randy Partington, County Administrator:

Staffing changes or issues

Current vacancies include two part-time Women Infant Children (WIC) Dietitians.

Financial summary

Staff are getting our accounting system ready to move from the traditional QuickBooks software to QuickBooks online.

Projects/Issues/Challenges/Concerns

Electronic Health Record (EHR) - CureMD. With the exception of a few implementation process improvement items, including establishing a patient portal, we have been moved to normal support phase, meaning, the implementation of this project is now complete.

Clinical – Basic Health Services (BHS), Maternal Child Health (MCH), Family Practice (FP), Older Adult Services (OAS), and Epidemiology. As an epidemiology update, we have seen a rise in chlamydia cases in Reno County. Sedgwick County is experiencing a Monkeypox outbreak, which we are watching very closely.

Vaccine Administration. The Health Department is now offering the bivalent covid-19 booster vaccines. Flu season is almost upon us, so the Health Department is also administering flu vaccines, which can be given at the same time as a Covid-19 vaccine. Over the next 6 weeks, we will be going out to schools, businesses, and community fairs to give vaccines and represent Reno County in the community; we have close to 60 events scheduled.

WIC – Women, Infant & Children. We have 1051 active clients (have used at least 1 item on food benefits) out of 1247 participating (received benefits).

FFY 2022 assigned participation: 989 clients.

Health Education – Chronic Disease and Risk Reduction (CDRR), Opioid Overdose to Action (OD2A), Rural Response to the Opioid Epidemic (RROE), Pathways to a Healthy Kansas, and Community Education. CDRR-Staff attended an Extension for Community Healthcare Outcome (ECHO) meeting with Fairfield schools. OD2A-Staff are completing Year 3 requirements and planning for Year 4, which includes providing training and technical assistance to local law enforcement and EMS as Level 1 users to implement ODMAP. RROE-Continually working with surrounding counties to track spikes for our ODMAP framework. Pathways-Staff started to work with focus groups to assist in developing our Community Health Improvement Plan (CHIP). Other - Staff is offering a Walk with Ease Class for Reno County Employees. Fall Prevention Week was the week of September 18th.



Environmental Health (EH). Staff established territories for faster and more efficient response. Staff are using photo submission for well and wastewater corrections and working on the use of video correction.

Licensed Child Care (LCC). Staff conducted a monthly orientation class, an initial survey, two home annual surveys, three home complaint surveys, two center complaint surveys, a school age program complaint survey, and three compliance surveys. Staff also shadowed Saline County and Sedgwick County surveyors.

Preparedness (PHEP). We had an Active Shooter presentation by the Sheriff's Department in preparation for October's Active Shooter drill. September 12th was Preparedness Day at the Kansas State Fair; our booth, who partnered with other county departments, was very successful in giving out over 1000 personal First Aid Kits.

Car Seat Check Lane. On Tuesday, September 20th, the Reno County Health Department teamed up with several other community organizations and offered the services of local technicians to have car seats inspected.

Covid-19 Update. As of 9/28/22, the weekly total number of cases in Reno County has been decreasing since the beginning of August. The most recent week ending on September 24th had a total of 84 cases, which is equal to about 135 cases per 100,000 people. KDHE anticipates Reno County will continue to have around 50 cases per week through mid-October. On September 24th, there were a total of 7 new cases. The percentage of emergency department (ED) visits for Covid-19 have started to decrease. Over the past few months, the percentage of Covid-19 ED visits have decreased from over 6% of all visits to 1.7% of all visits last week. As of 09/28/22, there were 7 patients hospitalized with Covid-19.

Becoming a High(er) Performing Organization. On September 27, we had our focus group sessions with Patty Gentrup, with the KU Public Management Center, for us to have staff and community input into our Strategic Plan.

Sincerely,

Karla Nichols, Director of Public Health

