

AGENDA
CITY OF ROELAND PARK, KANSAS
CITY COUNCIL MEETING
ROELAND PARK
Roeland Park City Hall 4600 W 51st Street, Roeland Park, KS 66205
February 18, 2019 7:00 PM

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| <ul style="list-style-type: none">• Mike Kelly, Mayor• Erin Thompson, Council Member• Vacant, Council Member• Michael Poppa, Council Member• Claudia McCormack, Council Member | <ul style="list-style-type: none">• Tim Janssen, Council Member• Jim Kelly, Council Member• Tom Madigan, Council Member• Jennifer Hill, Council Member | <ul style="list-style-type: none">• Keith Moody, City Administrator• Jennifer Jones-Lacy, Asst. Admin.• Kelley Bohon, City Clerk• John Morris, Police Chief• Donnie Scharff, Public Works Director |
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Admin

Kelly

Madigan

Finance

Thompson

Vacant

Safety

McCormack

Janssen

Public Works

Poppa

Hill

Pledge of Allegiance

Roll Call

Modification of Agenda

I. Citizens Comments

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda. Comments about items that appear on the agenda will be taken as each item is considered. Citizens are requested to keep their comments under 5 minutes. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.

II. Consent Agenda

Consent agenda items have been studied by the Governing Body and will be acted on in a single motion. If a Council member requests a separate discussion on an item, it can be removed from the consent agenda and placed on new business for further consideration.

- A. Appropriation Ordinance # 925
- B. January 22, 2019 Council Minutes
- C. Committee Appointment and Reappointments
- D. 2019 CDBG El Monte Design Task Order

III. Business From the Floor

- A. **Applications / Presentations**
- IV. **Mayor's Report**
- V. **Workshop and Committee Reports**
- VI. **Reports of City Liaisons**
- VII. **Unfinished Business**
- VIII. **New Business**
 - A. Council President Election
 - B. Court Software
 - C. Amendment of Policy for Employee Tuition Assistance
 - D. Renew Agreement with I9 Sports
 - E. Renew Agreement with Black and McDonald
 - F. Award Bid for 2019 Street Surface Maintenance Contract
 - G. Task Order for Design of Phase 1 R Park Improvements
 - H. Approve Construction of Water Main Extension to serve "The Rocks"
- IX. **Ordinances and Resolutions:**
- X. **Workshop Items:**
- XI. **Reports of City Officials:**

Welcome to this meeting of the City Council of Roeland Park. Below are the Procedural Rules of Council

The City Council encourages citizen participation in local governance processes. To that end, and in compliance with the Kansas Open meetings Act (KSA 45-215), you are invited to participate in this meeting. The following rules have been established to facilitate the transaction of business during the meeting. Please take a moment to review these rules before the meeting begins.

- A. **Audience Decorum.** Members of the audience shall not engage in disorderly or boisterous conduct, including but not limited to; the utterance of loud, obnoxious, threatening, or abusive language; clapping; cheering; whistling; stomping; or any other acts that disrupt, impede, or otherwise render the orderly conduct of the City Council meeting unfeasible. Any member(s) of the audience engaging in such conduct shall, at the discretion of the Mayor (Chair) or a majority of the Council Members, be declared out of order and shall be subject to reprimand and/or removal from that meeting. Please turn all cellular telephones and other noise-making devices off or to "silent mode" before the meeting begins.
- B. **Public Comment Request to Speak Form.** The request form's

purpose is to have a record for the City Clerk. Members of the public may address the City Council during Public Comments and/or before consideration of any agenda item; however, no person shall address the Council without first being recognized by the Mayor (Chair). Any person wishing to speak, whether during Public Comments or on an agenda item, shall first complete a Public Comment or Request to Speak form and submit this form to the City Clerk before the Mayor (Chair) calls for Public Comments or calls the particular agenda item

1. **Public Comment on Non-Agenda Items.** The Agenda shall provide for public comment about matters that are within the jurisdiction of the City but are not specifically listed on the Agenda. A member of the public who wishes to speak under Public Comments must fill out a Public Comment Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls for Public Comments.

2. **Public Comment on Agenda Items.** Public comment will be accepted on Agenda items. A member of the public, who wishes to speak on an Agenda item, including items on the Consent Agenda, must fill out a Request to Speak form and submit it to the City Clerk before the Mayor (Chair) calls the Agenda item.

C. **Purpose.** The purpose of addressing the City Council is to communicate formally with the Council regarding matters that relate to Council business or citizen concerns within the subject matter jurisdiction of the City Council. Persons addressing the City Council on an agenda item shall confine their remarks to the matter under consideration by the Council.

D. **Speaker Decorum.** Each person addressing the City Council, shall do so in an orderly, respectful, dignified manner and shall not engage in conduct or language that disturbs, or otherwise impedes the orderly conduct of the Council meeting. Any person, who so disrupts the meeting shall, at the discretion of the Mayor (Chair) or a majority of the Council Members present, be subject to removal from that meeting.

E. **Time Limit.** In the interest of fairness to other persons wishing to speak and to other individuals or groups having business before the City Council, each speaker shall limit comments to five minutes. If a large number of people wish to speak, this time may be shortened by the Mayor (Chair) so that the number of persons wishing to speak may be accommodated within the time available.

F. **Speak Only Once.** Second opportunities for the public to speak on the same issue will not be permitted unless mandated by state or local law.

No speaker will be allowed to yield part or all of his/her time to another, and no speaker will be credited with time requested but not used by another.

- G. **Addressing the Council.** Comment and testimony are to be directed to the Mayor (Chair). Dialogue between and inquiries from citizens at the lectern and individual Council Members, members of staff, or the seated audience is not permitted. Council Members seeking to clarify testimony or gain additional information should direct their questions through the Mayor (Chair). Always speak from the microphone to ensure that all remarks are accurately and properly recorded. Only one speaker should be at the microphone at a time. Speakers are requested to state their full name, address and group affiliation, if any, before delivering any remarks.
- H. Agendas and minutes can be accessed at www.roelandpark.org or by contacting the City Clerk

The City Council welcomes your participation and appreciates your cooperation. If you would like additional information about the City Council or its proceedings, please contact the City Clerk at (913) 722.2600.

Item Number: Consent Agenda- II.-A.
Committee 2/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **Appropriation Ordinance # 925**
Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
□ Appropriation Ordinance # 925

Type
Cover Memo

The City of Roeland Park, Kansas

4600 West Fifty-First Street

Roeland Park, Kansas 66205

City Hall (913) 722-2600 – Fax (913) 722-3713

Friday, February 15, 2019

Appropriation Ordinance -02/18/2019 - #925

An Ordinance making Appropriation for the payment of certain claims. Be it ordained by the Governing Body of the City of Roeland Park, Kansas:

Section 1: That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the City Treasury the sum required for each claim.

Section 2: This Ordinance shall take effect and be in force from and after its passage. Passed and approved this 18th day of February, 2019.

Attest:

City Clerk

Mayor

Total Appropriation Ordinance	\$	610,328.24
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There are sufficient funds in the General Fund to cover general fund expenditures.

Appropriation Ordinance -02/18/2019 - #925

Vendor	Dept	Acct #	Description	Invoice Description	Check /EFT	Amount	Chk #	Check Amount
					Date			
Advance Auto Parts	106	5211.106	Maintenace & Repair Equipment	Invoice: 5128901136588 /	01/23/2019	11.89	68932	57.81
Advance Auto Parts	102	5260.102	Vehicle Maintenance	Invoice: 5128901536770 /	01/23/2019	16.50	68932	
Advance Auto Parts	106	5302.106	Motor Fuels & Lubricants	Invoice: 5128900225803 /	01/23/2019	29.42	68932	
Airgas USA, LLC	106	5318.106	Tools	Invoice: 9958889172 /	12/31/2018	22.36	68919	22.36
All Star Awards & Ad Specialties	101	5267.101	Employee Related Expenses	Invoice: 445709 /	12/31/2018	553.60	68920	553.60
American Equipment Co.	106	5211.106	Maintenace & Repair Equipment	Invoice: 32147 /	01/23/2019	1,051.06	68933	1,051.06
American Fidelity Assurance	101	2052.101	Supplemental Insurance Payable	Invoice: B849181 /	01/23/2019	1,323.96	68934	1,323.96
Amino Brothers Company, Inc.	270	5458.270	CARS 2018	Invoice: 18009 12/12/18 /	01/30/2019	133,431.15	68956	133,431.15
Anderson Rental	106	5318.106	Tools	Invoice: 2234834 /	01/30/2019	58.91	68957	58.91
Balls Food Stores	102	5301.102	Office Supplies	Invoice: 656212 /	01/23/2019	26.75	68935	26.75
Barnhart Security & Alarm, Inc.	106	5210.106	Maintenace & Repair Building	Invoice: 1218 /	12/31/2018	75.00	68921	150.00
Barnhart Security & Alarm, Inc.	106	5210.106	Maintenace & Repair Building	Invoice: 8159 /	12/31/2018	75.00	68921	
Barnhart Security & Alarm, Inc.	106	5210.106	Maintenace & Repair Building	Invoice: 1021 /	01/23/2019	75.00	68936	75.00
Breeden Holdings, LLC	102	5260.102	Vehicle Maintenance	Invoice: 1044582 /	01/23/2019	831.70	68937	831.70
C & G Rubber Stamp, Inc.	101	5301.101	Office Supplies	Invoice: 125406 /	01/23/2019	11.00	68938	11.00
Cliff Chaffee	102	5206.102	Travel Expense & Training	CK32391 Invoice: 1/22-1/28/19 AIRF	01/28/2019	433.00	32391	433.00
Custom Tree Care, Inc.	106	5263.106	Tree Maintenance	Invoice: 17669 /	01/23/2019	1,700.00	68939	4,462.50
Custom Tree Care, Inc.	106	5263.106	Tree Maintenance	Invoice: 17674 /	01/23/2019	2,762.50	68939	
Ben Egidy	102	5206.102	Travel Expense & Training	Invoice: 2/5-7/19 CASH ADV /	01/30/2019	60.00	68958	60.00
Eastern KS Govt., Finance Office	105	5305.105	Dues, Subscriptions, & Books	Invoice: 2019 MEMBERSHIP /	01/23/2019	50.00	68940	50.00
ETC Institute	101	5214.101	Other Contracted Services	Invoice: 23699 /	01/30/2019	868.75	68959	868.75
GBA Architects Engineers	450	5457.450	CARS - Roe 2020	Invoice: 54799 /	12/31/2018	14,515.75	68922	14,515.75
Geiger Ready-Mix, Inc.	300	5469.300	Stormwater Maintenance	Invoice: 909000 /	01/30/2019	182.75	68960	182.75
John Golden	103	4410.103	Fine	Invoice: 1/19 RESTITUTION /	01/30/2019	500.00	68961	500.00
Goodyear Auto Service	102	5260.102	Vehicle Maintenance	Invoice: 184117 /	01/23/2019	1,085.76	68941	1,085.76
Grainger	290	5307.290	Other Commodities	Invoice: 9052956274 /	01/30/2019	670.10	68962	670.10
Hampel Oil, Inc.	106	5302.106	Motor Fuels & Lubricants	Invoice: 91122746 /	12/31/2018	1,232.00	68923	1,232.00
Independent Salt Company	250	5303.250	Sand and Salt	Invoice: 139009IN /	12/31/2018	3,338.30	68924	5,023.51
Independent Salt Company	250	5303.250	Sand and Salt	Invoice: 139002IN /	12/31/2018	1,685.21	68924	
J.A. Obrien Associates	101	5214.101	Other Contracted Services	CK32386 Invoice: R52018 /	01/31/2019	549.70	32386	549.70
Johnson County Government	103	5227.103	Prisoner Care	Invoice: 140929 /	12/31/2018	665.00	68925	665.00
Johnson County Police Chiefs' & KS Assn. for Court Management	102	5305.102	Dues, Subscriptions, & Books	Invoice: 2019 DUES /	01/23/2019	125.00	68942	125.00
	103	5305.103	Dues, Subscriptions, & Books	Invoice: 2019 MEMBERSHIP /	01/23/2019	50.00	68943	50.00
Kansas City Mosaics	101	5214.101	Other Contracted Services	Invoice: 1/14/19 /	01/30/2019	2,500.00	68963	2,500.00
KCP&L	101	5201.101	Electric	Invoice: 2715 1/23/19 /	01/30/2019	1,653.36	68964	2,256.65
KCP&L	106	5201.106	Electric	Invoice: 2715 1/23/19 /	01/30/2019	603.29	68964	
KCP&L	270	5458.270	CARS 2018	Invoice: 30353 /	01/30/2019	6,633.74	68965	6,633.74
Keller Fire & Safety	106	5210.106	Maintenace & Repair Building	Invoice: 218552 /	01/30/2019	699.95	68966	699.95
Kansas Gas Service	101	5289.101	Natural Gas	Invoice: 1745 1/15/19 /	12/31/2018	497.35	68926	1,503.50

Kansas Gas Service	106	5289.106	Natural Gas	Invoice: 1745 1/15/19 /	12/31/2018	1,006.15	68926	
Kansas Mayors Association	108	5305.108	Dues, Subscriptions, & Books	Invoice: 19279 /	01/23/2019	50.00	68944	50.00
Kansas Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 1/24/19 /	01/23/2019	138.46	68945	138.46
Kansas Payment Center	101	2055.101	Employee Garnishment Payable	Invoice: 1/24/19 /	01/23/2019	138.92	68946	138.92
Lamp, Ryneerson & Assoc., Inc.	270	5458.270	CARS 2018	Invoice: 317001020000018 /	01/30/2019	17,257.92	68967	17,257.92
Latux Diamond Blade	106	5318.106	Tools	Invoice: 57462 /	01/30/2019	159.00	68968	159.00
The Legal Record	101	5204.101	Legal Printing	Invoice: L78019 /	01/30/2019	46.36	68969	92.72
The Legal Record	101	5204.101	Legal Printing	Invoice: L78018 /	01/30/2019	46.36	68969	
LE Upfitter	102	5308.102	Clothing & Uniforms	Invoice: 3799 /	12/31/2018	231.00	68927	231.00
Lexington Plumbing & Heating Co	290	5210.290	Maintenace And Repair Building	Invoice: 81068 /	12/31/2018	550.00	68928	550.00
Lexington Plumbing & Heating Co	290	5210.290	Maintenace And Repair Building	Invoice: 81410 /	01/23/2019	2,065.13	68947	2,065.13
Lexington Plumbing & Heating Co	290	5210.290	Maintenace And Repair Building	Invoice: 81578 /	01/30/2019	1,423.50	68970	1,423.50
Lippert Mechanical Service Corp	290	5210.290	Maintenace And Repair Building	Invoice: SI2050267 /	12/31/2018	928.80	68929	928.80
Lippert Mechanical Service Corp	290	5210.290	Maintenace And Repair Building	Invoice: SI2050517 /	01/30/2019	1,967.50	68971	2,199.70
Lippert Mechanical Service Corp	290	5210.290	Maintenace And Repair Building	Invoice: SI2050516 /	01/30/2019	232.20	68971	
Lowe's Business Acct./GEMB	106	5306.106	Materials	CK32389 Invoice: 1760 2/12/19 /	01/25/2019	65.48	32389	65.48
Mark One Electric Company, Inc.	101	5210.101	Maintenance & Repair Building	CK32392 Invoice: 12195 /	01/28/2019	351.33	32392	351.33
Venessa Maxwell-Lopez	103	5209.103	Professional Services	Invoice: 1/11/19 /	01/23/2019	150.00	68948	150.00
Midtown Signs LLC	360	5315.360	Machinery & Auto Equipment	Invoice: 12438 /	01/30/2019	1,704.29	68972	1,704.29
Missouri Organic	115	5235.115	Leaf Program Disposal Fees	Invoice: 12/31/18 /	12/31/2018	12,712.50	68930	12,852.25
Missouri Organic	106	5262.106	Grounds Maintenance	Invoice: 104104 /	12/31/2018	139.75	68930	
Suzanne Myers	101	4220.101	Electrical Permit	Invoice: 1/24/19 FORTE /	01/30/2019	50.00	68973	50.00
Nationwide Retirement Solutions	105	5105.105	Employer Funded 401a	Invoice: 1/24/19 PAYROLL /	01/23/2019	898.11	68949	898.11
Northeast Johnson Cty. Chamber	101	5253.101	Public Relations	Invoice: 26449 /	01/30/2019	1,000.00	68974	1,000.00
Wex Bank	106	5302.106	Motor Fuels & Lubricants	CK32388 Invoice: 57240701 /	01/23/2019	1,119.54	32388	1,119.54
T2 Holdings, LLC	102	5214.102	Other Contracted Services	Invoice: 100157898. /	01/23/2019	22.50	68950	45.00
T2 Holdings, LLC	105	5214.105	Other Contracted Services	Invoice: 100157898. /	01/23/2019	22.50	68950	
Wex Bank	104	5302.104	Motor Fuels & Lubricants	CK32390 Invoice: 57453761 /	01/28/2019	0.20	32390	584.91
Wex Bank	104	5302.104	Motor Fuels & Lubricants	CK32390 Invoice: 57453761 /	01/28/2019	18.80	32390	
Wex Bank	106	5302.106	Motor Fuels & Lubricants	CK32390 Invoice: 57453761 /	01/28/2019	565.91	32390	
Signco Inc.	101	5249.101	Branding Implementation	Invoice: 37564 /	12/31/2018	768.35	68931	768.35
Staples Advantage	101	5301.101	Office Supplies	Invoice: 8052726803 /	01/23/2019	144.16	68951	349.50
Staples Advantage	101	5304.101	Janitorial Supplies	Invoice: 8052823018 /	01/23/2019	205.34	68951	
Strasser True Value	106	5306.106	Materials	Invoice: 311444 /	01/23/2019	43.83	68952	43.83
Terminix Processing Center	106	5214.106	Other Contracted Services	Invoice: 382439896 /	01/23/2019	57.00	68953	57.00
USIC Locating Services, LLC	101	5220.101	Street Light Repair & Maintenance	Invoice: 311953 /	01/30/2019	1,097.83	68975	1,097.83
Vance Brothers	300	5246.300	In-House Street Maintenance	Invoice: IG151982 /	01/23/2019	87.50	68954	87.50
Water District No 1 of Johnson C	101	5287.101	Water	Invoice: 1321 1/25/19 /	01/30/2019	57.57	68976	134.49
Water District No 1 of Johnson C	106	5287.106	Water	Invoice: 1321 1/25/19 /	01/30/2019	76.92	68976	
WCA Waste Systems, Inc.	115	5272.115	Solid Waste Contract	Invoice: 990000484813 /	01/23/2019	43,173.82	68955	43,173.82
WriteAway Transcription	101	5214.101	Other Contracted Services	Invoice: 6807 1/18/19 /	01/30/2019	1,105.00	68977	1,105.00
Elizabeth York	103	4410.103	Fine	Invoice: 1/19 TICKET /	01/30/2019	5.00	68978	5.00

Accu-Screen Inc.	5207.101	Medical Expense & Drug Testing	2	02/06/2019	200.00	69082	200.00
ADP, LLC	5214.101	Other Contracted Services	529094804	02/06/2019	219.88	69083	219.88
ADP, LLC	5214.101	Other Contracted Services	527032265	02/13/2019	224.04	69109	224.04
Advantage Computer	5266.101	Computer Software	34507	02/06/2019	750.00	69084	1,500.00
Advantage Computer	5266.103	Computer Software	34507	02/06/2019	750.00	69084	
Advance Auto Parts	5260.102	Vehicle Maintenance	5128903627900	02/13/2019	110.54	69110	110.54
AT&T	5202.101	Telephone	3241 1/21/19	02/06/2019	57.64	69085	57.64
Balls Food Stores	5251.108	Mayor Expenses	656248	02/13/2019	20.12	69111	20.12
Bernie Electric Wholesale, Inc.	5210.106	Maintenace & Repair Building	S100069252001	02/13/2019	70.06	69112	70.06
Blue Sky Cleaners	5224.102	Laundry Service	2106 2/2/19	02/06/2019	129.00	69086	129.00
Kelley Bohon	5206.105	Travel Expense & Training	1/14-2/14/19 Mil	02/13/2019	51.04	69113	51.04
Breeden Holdings, LLC	5260.102	Vehicle Maintenance	1044860	02/06/2019	1,280.40	69087	1,305.40
Breeden Holdings, LLC	5260.102	Vehicle Maintenance	1044864	02/06/2019	25.00	69087	
Breeden Holdings, LLC	5260.102	Vehicle Maintenance	1044880	02/13/2019	69.95	69114	2,877.89
Breeden Holdings, LLC	5260.102	Vehicle Maintenance	1044921	02/13/2019	35.00	69114	
Breeden Holdings, LLC	5260.102	Vehicle Maintenance	1045035	02/13/2019	2,626.14	69114	
Breeden Holdings, LLC	5260.102	Vehicle Maintenance	1045068	02/13/2019	45.95	69114	
Breeden Holdings, LLC	5260.104	Vehicle Maintenance	1044896	02/13/2019	100.85	69114	
Columbia Capital Management, LLC	5209.101	Professional Services	19430001	02/06/2019	4,106.73	69088	4,106.73
CS Carey Inc.	5263.106	Tree Maintenance	T84816	02/06/2019	150.00	69089	750.00
CS Carey Inc.	5263.106	Tree Maintenance	T84824	02/06/2019	150.00	69089	
CS Carey Inc.	5263.106	Tree Maintenance	T84856	02/06/2019	150.00	69089	
CS Carey Inc.	5263.106	Tree Maintenance	T84906	02/06/2019	150.00	69089	
CS Carey Inc.	5263.106	Tree Maintenance	T84908	02/06/2019	150.00	69089	
CS Carey Inc.	5263.106	Tree Maintenance	T85121	02/13/2019	150.00	69115	300.00
CS Carey Inc.	5263.106	Tree Maintenance	T85157	02/13/2019	150.00	69115	
Custom Tree Care, Inc.	5263.106	Tree Maintenance	17702	02/06/2019	6,050.00	69090	6,050.00
Custom Tree Care, Inc.	5263.106	Tree Maintenance	17714	02/13/2019	4,445.00	69116	4,445.00
Dash Medical Gloves	5307.102	Other Commodities	INV1137677	02/06/2019	71.90	69091	71.90
dormakaba USA Inc.	5210.101	Maintenance & Repair Building	493416	02/13/2019	194.00	69117	194.00
E-M Sales	5304.106	Janitorial Supplies	10/30/18	02/13/2019	95.20	69118	95.20
Government Finance Officers Associati	5305.105	Dues, Subscriptions, & Books	2889543	02/13/2019	65.00	69119	65.00
GT Distributors - Austin	5208.101	Newsletter	INV0694152	02/06/2019	120.00	69092	120.00
Image Flooring	5307.290	Other Commodities	IK7675	02/13/2019	6,519.00	69120	6,519.00
Johnson County Wastewater	5288.106	Waste Water	1838 1/31/19	02/13/2019	106.06	69121	106.06
Johnson County Housing Services	5233.101	JoCo Home Repair - Minor	2/4/19 2	02/13/2019	9,000.00	69122	17,000.00
Johnson County Housing Services	5234.101	JoCo Home Repair - Major	2/4/19	02/13/2019	8,000.00	69122	
Johnson County Park & Recreation Dist	5285.101	Pool Operations	1/31/19	02/06/2019	143,667.46	69093	194,130.36
Johnson County Park & Recreation Dist	5442.360	Building Expense	1/31/19	02/06/2019	50,462.90	69093	
KAW Valley Engineering Inc.	9999.000	Undistributed	C30898	02/13/2019	120.00	69123	120.00
Kansas City Board of Public Utilities	5222.101	Traffic Signal Expense	2834 1/25/19	02/06/2019	32.84	69094	32.84
KCP & L	5290.106	Street Light Electric	1275 1/31/19	02/13/2019	738.36	69124	738.36
KCP&L	5458.270	CARS 2018	30702/689/162	02/08/2019	19,714.43	32394	19,714.43

Kansas One-Call System, Inc.	5220.101	Street Light Repair & Maintenance	9010432	02/06/2019	235.20	69095	235.20
Kansas Payment Center	2055.101	Employee Garnishments	2/7/2019	02/12/2019	138.46	69080	138.46
Kansas Payment Center	2055.101	Employee Garnishments	2/7/2019	02/12/2019	138.92	69081	138.92
Kansas State Treasurer	5228.103	Fees Due State of Kansas	46039	02/13/2019	1,844.50	69125	1,844.50
Lamp, Ryneerson & Assoc., Inc.	5209.270	Professional Services	318001010000013	02/13/2019	3,471.50	69126	25,795.07
Lamp, Ryneerson & Assoc., Inc.	5209.270	Professional Services	319001010000001	02/13/2019	4,452.04	69126	
Lamp, Ryneerson & Assoc., Inc.	5209.300	Professional Services	317001040000002	02/13/2019	1,034.00	69126	
Lamp, Ryneerson & Assoc., Inc.	5209.300	Professional Services	319001020000001	02/13/2019	8,321.00	69126	
Lamp, Ryneerson & Assoc., Inc.	5459.270	CARS 2019	318001080000002	02/13/2019	2,940.23	69126	
Lamp, Ryneerson & Assoc., Inc.	5459.270	Undistributed	317001020000019	02/13/2019	4,021.78	69126	
Lamp, Ryneerson & Assoc., Inc.	5459.270	Undistributed	318001030000006	02/13/2019	1,554.52	69126	
League of Kansas Municipalities	5305.101	Dues, Subscriptions, & Books	2019 Dues	02/13/2019	4,241.41	69127	4,241.41
The Legal Record	5204.101	Legal Printing	L75034	02/06/2019	23.43	69096	183.01
The Legal Record	5204.101	Legal Printing	L76668	02/06/2019	159.58	69096	
LE Upfitter	5308.102	Clothing & Uniforms	4711	02/06/2019	110.00	69097	157.00
LE Upfitter	5308.102	Clothing & Uniforms	4712	02/06/2019	47.00	69097	
Mauer Law Firm PC	5215.101	City Attorney	1/30/19	02/06/2019	4,864.00	69098	4,864.00
Micro Center A/R	5315.360	Machinery & Auto Equipment	7399421	02/13/2019	569.99	69128	569.99
Micro Center A/R	5403.106	Office Equipment	1/21/19	02/06/2019	1,179.98	69099	1,179.98
Moss Printing	5301.101	Office Supplies	11828	02/13/2019	35.65	69129	35.65
Wex Bank	5302.106	Motor Fuels & Lubricants	57644987	02/11/2019	855.08	32395	855.08
Pitluck Law, LLC	5209.103	Professional Services	1/22/19	02/06/2019	150.00	69100	150.00
Wex Bank	5302.102	Motor Fuels & Lubricants	57569909	02/06/2019	1,528.05	32393	1,528.05
Rejis Commission	5214.102	Other Contracted Services	408865	02/06/2019	229.69	69101	256.69
Rejis Commission	5214.102	Other Contracted Services	409004	02/06/2019	27.00	69101	
Riteway Maintenance & Supply, LLC	5214.101	Other Contracted Services	18294	02/06/2019	930.00	69102	930.00
Roe Body Shop, Inc.	5260.102	Vehicle Maintenance	1580	02/06/2019	6,861.15	69103	6,861.15
Roeland Park Community Foundation	5256.101	Committee Funds	2018 Balances	02/06/2019	337.57	69104	2,916.17
Roeland Park Community Foundation	5256.101	Committee Funds	2018 Balances	02/06/2019	147.92	69104	
Roeland Park Community Foundation	5256.101	Committee Funds	2018 Balances	02/06/2019	570.68	69104	
Roeland Park Community Foundation	5256.101	Committee Funds	2018 Balances	02/06/2019	1,000.00	69104	
Roeland Park Community Foundation	5283.101	RP Community Foundation Grant	2018 Balances	02/06/2019	610.00	69104	
Roeland Park Community Foundation	5283.101	RP Community Foundation Grant	2018 Balances	02/06/2019	250.00	69104	
Santa Fe Tow Service, Inc.	5211.106	Maintenace & Repair Equipment	436760	02/13/2019	275.00	69130	550.00

\$ 610,328.24

Item Number: Consent Agenda- II.-B.
Committee 2/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date:
Submitted By:
Committee/Department:
Title: **January 22, 2019 Council Minutes**
Item Type:

Recommendation:

Details:

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
□ January 22, 2019 Council Minutes

Type
Cover Memo

CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Tuesday, January 22, 2019, 7:00 P.M.

- Mike Kelly, Mayor
- Erin Thompson, Council Member
- Vacant, Council Member
- Michael Poppa, Council Member
- Claudia McCormack, Council Member

- Tim Janssen, Council Member
- Jim Kelly, Council Member
- Tom Madigan, Council Member
- Jennifer Hill, Council Member

- Keith Moody, City Administrator
- Jennifer Jones-Lacy, Asst. Admin.
- Kelley Bohon, City Clerk
- John Morris, Police Chief
- Donnie Scharf, Public Works Director

Admin

Kelly
Madigan

Finance

Thompson
Vacant

Safety

McCormack
Janssen

Public Works

Poppa
Hill

PLEDGE OF ALLEGIANCE

Mayor Kelly called the meeting to order and led everyone in the Pledge of Allegiance.

ROLL CALL

City Clerk Bohon called the roll and all Governing Body members were present.

MODIFICATION OF AGENDA

CMBR Madigan requested to pull Item A, Appropriation Ordinance #924 from the Consent Agenda. It was moved for discussion to IX. Ordinances and Resolutions.

CITIZENS' COMMENTS

There were no citizen comments.

I. CONSENT AGENDA

- ~~A. Appropriation Ordinance #924~~ (Removed to IX. Ordinances and Resolutions)
- B. December 17, 2018 Council Minutes**
- C. 2019 Joint Johnson County and Cities Legislative Platform**
- D. Direction on Aquatic Center Operation**
- E. 2019 Street Maintenance Task Order with Larkin**

MOTION: CMBR JANSSEN MOVED AND CMBR POPPA SECONDED TO APPROVE THE CONSENT AGENDA AS AMENDED. (MOTION CARRIED 7-0)

II. BUSINESS FROM THE FLOOR

A. APPLICATIONS/PRESENTATIONS

1. Parks Update

Parks Chair Jennifer Provyn provided an overview of the committee's accomplishments for 2018 and items to be completed in 2019. Ms. Provyn remarked that the collaboration with other City committees was better than in previous years. She said they specifically work with the Events and Arts committees. She also thanked the Council and City for funding the Arts and the help they received from them noting there was some art relocated to help beautify Carpenter Park, Sweany Park and the community center.

They had received feedback from the community that the pool was pretty barren and they are now working with the Arts committee to add a mosaic to the pool.

The Park to Park run was very successful last year and there are plans to make this an annual event. Approximately \$3,500 was raised and will be pushed back into the event to fund it with the hopes that it will become self-sustainable.

Benches and trash receptacles were replaced in Carpenter Park.

There was some damage at Granada Park and Arts Committee was able to have that restored and reinstalled.

Granada Park also has new shade structures and new benches. They have learned a lesson with regard to bench installation. After the benches were installed skateboarders were riding on them. In the future they will be looking at buying bench guards.

Nall Park purchased a new trash receptacle and a recycle bin which were installed this year. The Council approved the design of a sign for the trail head, but one of the trails needs to be modified and are they waiting to see what changes are made to the trails before creating and installing a permanent sign.

R Park shade structures are in progress and will be completed this year. The tennis courts were lined for pickleball and they have received a lot of good feedback from the citizens. Kansas Tree Line Bridging the Gap organization planted 19 trees and also installed tree markers.

The Parks Committee is aware that there is only one park on the east side of Roe, Sweany Park. Due to its size they are limited with what they can do but are looking at refreshing the landscaping.

One objective the committee has for 2019 is to replace the receptacles, benches and picnic tables at Nall Park. Another objective is building a replica of the Roe House as a play and historical structure for a City park. In Nall Park, they are looking at an art installation and landscaping in the rain garden/bee garden as it will refresh the space. They are also working with Sustainability and BikeWalkKC on the traffic garden at the northeast corner of R Park.

All City committees and the Jorge Blanco volunteer group are collaborating for a joint celebration at R Park.

There are also discussions on better ways to utilize the Juniper pocket park since it is not easily delineated as a park.

Mayor Kelly said he appreciates the efforts of the Parks Committee and how all the committees are working together.

CMBR McCormack was hoping to see a request from Parks in response to the phased development plan done by Larkin. She wants to see a line by line cost estimate for the R Park pavilion and the restrooms and is anxious to get that moving.

Mayor Kelly said there will be a discussion about an RFP for a city architect for the R Park master plan with the pavilion as well as other 2019 budget objectives including the Roe playhouse and the conceptual designs for the community center.

CMBR Hill said she is in agreement with CMBR McCormack that she would like to see that itemized cost and the hiring of a construction estimator.

CMBR Poppa thanked them for all the work they have done for the City. On behalf of the Arts Committee, he said that he has appreciated the open communication and the collaboration with all the committees, but especially Parks and it has been a fantastic experience.

Ms. Provyn said the Parks Committee would like to present a recommendation to the Council for an itemized construction estimate of the medium-sized shelter along with a restroom, but Parks need to discuss the concerns of the City by having such structures being constructed by volunteers.

III. MAYOR'S REPORT

No report was given.

IV. WORKSHOP AND COMMITTEE REPORTS

There were no reports given.

V. REPORTS OF CITY LIAISONS

VI. UNFINISHED BUSINESS

There was no business discussed.

VIII. NEW BUSINESS

A. Discuss Tree Debris Pickup

Mayor Kelly said winter storm Gia did a number on some of the mature trees in Roeland Park. Staff is recommending utilizing a contractor to pick up large tree debris and would like approval from the Council.

City Administrator Moody said they would not incur additional out-of-pocket money for the pickup work. There will be some costs associated with debris disposal. As a comparison, following a summer storm in 2017, the debris disposal was approximately \$2,200. They do not know what the cost will be for this storm, but they can expect to avoid most of the expenses by using their own staff and equipment.

MOTION: CMBR MCCORMACK MOVED AND CMBR THOMPSON SECONDED TO APPROVE UTILIZATION OF THE CITY'S TREE TRIMMING CONTRACTOR TO PICK UP TREE DEBRIS TEN INCHES IN DIAMETER OR GREATER WITH COLLECTION TO BEGIN JANUARY 28, 2019.

B. Amendment to CBC Consulting Agreement

MOTION: CMBR POPPA MOVED AND CMBR MADIGAN SECONDED TO AMEND THE AGREEMENT WITH CBC TO RETAIN NEGOTIATION SERVICES BUT ELIMINATE THEM AS A BROKER. THE AMENDMENT DOES PROVIDE THAT IF A SALE OR LEASE TO A DEVELOPER INITIALLY BROUGHT TO THE CITY BY CBC OCCURS THEY ARE ENTITLED TO THE BROKER FEES PER THE TERMS OF THE ORIGINAL AGREEMENT. (MOTION CARRIED 7-0)

C. Selection of Easement Acquisition Consultant for Roe 2020 Project

City Administrator Moody stated it is a process required by federal regulation when acquiring temporary construction easements they must follow the process of completing appraisals by certified appraisers. Offers would then be made to property owners and also negotiations of the acquisition of the easements. Donoho would be the appraiser completing those steps.

CMBR Janssen asked if the \$100,000 budgeted would go towards obtaining temporary easements. City Administrator Moody said the amount is what they have anticipated having to spend to compensate property owners for the temporary construction easements.

MOTION: CMBR KELLY MOVED AND CMBR POPPA SECONDED TO ENTER INTO AN AGREEMENT WITH DONOHO FOR APPRAISAL AND EASEMENT ACQUISITION SERVICES FOR THE ROE 2020 PROJECT. (MOTION CARRIED 7-0)

D. Agreement with MARC for Planning Sustainable Places Project

Mayor Kelly said the City had received a grant through MARC's Planning Sustainable Places Project to look at two areas of Roeland Park, the intersection of 48th and Skyline and the area on Johnson Drive between Roe and Roeland Drive. MARC would like to enter into the agreement with Roeland Park that outlines each parties' responsibilities. MARC is also entering into an agreement with Confluence, who is the consultant facilitator for the planning process.

MOTION: CMBR POPPA MOVED AND CMBR MCCORMACK SECONDED TO APPROVE THE AGREEMENT WITH MARC FOR THE PLANNING SUSTAINABLE PLACES PROJECT. (MOTION CARRIED 7-0)

E. ETC Survey Service Agreement

Mayor Kelly said staff is requesting the approval of an agreement with ETC for survey services to conduct the Business and Citizen Satisfaction Surveys. Staff is also recommending taking advantage of the 24-month/no interest payment option.

City Administrator Moody said the terms are the same as used in prior years. There is an added capability with the survey of an online system that ETC has developed where anyone can do queries and create comparables and graphics to make the data more flexible and more comprehensible.

CMBR Janssen asked if they can encumber future councils to take the 24-month option.

City Attorney said as long as it is approved and set aside in the budget it shouldn't be an issue.

CMBR Janssen said he would like to pay the full amount in 2019.

CMBR Poppa asked if there would be an advantage to paying the full amount over a 24-month payment option. City Administrator Moody said it smooths the expense as there is no finance fee. The amount is the same regardless if paid up front or over a 24-month period.

CMBR Madigan asked if this amount was already budgeted. City Administrator Moody said \$20,000 is in the 2019 budget for the surveys. City Administrator Moody said if the money is already budgeted, then they should pay it now.

MOTION: CMBR JANSSEN MOVED AND CMBR MADIGAN SECONDED TO PAY THE FULL AMOUNT OF \$20,850 TO ETC, INCLUDING THE NEW DIGITAL DASHBOARD CAPABILITIES FOR 2019. (MOTION FAILED 2-5 WITH CMBRS HILL, KELLY, MCCORMACK, POPPA AND THOMPSON VOTING NO.)

POLL THE COUNCIL

Poppa - N Kelly - N Thompson - N McCormack - N Hill - N Janssen - Y Madigan – Y

MOTION: CMBR THOMPSON MOVED AND CMBR POPPA SECONDED TO APPROVE THE BUSINESS AND CITIZEN SURVEY SERVICES WITH ETC INCLUDING THE NEW DIGITAL DASHBOARD CAPABILITIES AND TAKING ADVANTAGE OF THE 24-MONTH PAYMENT OPTION. (MOTION CARRIED 7-0)

IX. ORDINANCES AND RESOLUTIONS

A. Amend Resolution for 1% Contribution for Art

Mayor Kelly said that staff has recommended allowing a business to make a financial contribution in lieu of public art on their business property. This would be an amendment to Ordinance #601. Mayor Kelly suggested several redline changes to the ordinance and removed some of the prefatory language and provided additional guidance within separately numbered paragraphs in the ordinance, which he stated is a better practice in ordinance drafting. He also added more direction as to discretion for the use of funds as well as providing guidance on how they would be used.

CMBR Kelly questioned the removal of the two-thirds majority vote. Mayor Kelly said it was his understanding that there was no particular reason why two-thirds was included and keeping it as a majority vote keeps things simple and does not set a precedent.

City Administrator Moody added that resolutions are generally approved with a simple majority.

CMBR Madigan said he was concerned about removing the requirement of the developer to present reasons to the Governing Body explaining why strict application of the resolution would not be appropriate. He added that the original idea of the public art is to have it placed on the person's property to bring beauty to the City and the developer should be required to state why they do not want it on their property.

Mayor Kelly said in Paragraph 8 the language remains and has been removed from the prefatory language.

CMBR Madigan said the language has been changed from "must" to "may" and reiterated a person should be compelled to come before the Governing Body and state their reasons for not wanting art on their property.

CMBR Poppa had questions about the limits of the definition of "public art" in Paragraph 5 and asked as an example if it would prohibit them from artistic expression on the side of a shelter. Mayor Kelly said the way he reads Paragraph 5 allows for public art to be an integral part of a building, a facility or a structure like a shelter.

CMBR Janssen said he would like to add to Paragraph 9 that they do have the option to use the funds or a portion thereof for ongoing maintenance for that specific piece of art.

Mayor Kelly asked for an amendment to Paragraph 9 after "to complete a public art project," and add "and ongoing maintenance therefore."

MOTION: CMBR JANSSEN MOVED AND CMBR MADIGAN SECONDED TO ADD THE PHRASE "AND ONGOING MAINTENANCE THEREFORE" TO PARAGRAPH 9 AFTER THE PHRASE "TO COMPLETE A PUBLIC ART PROJECT." (MOTION CARRIED 7-0)

MOTION: CMBR POPPA MOVED AND CMBR KELLY SECONDED TO ADOPT THE MAYOR'S AMENDED RESOLUTION FOR ONE PERCENT CONTRIBUTION FOR ART ON RESOLUTION 601. (MOTION CARRIED 7-0)

B. Appropriation Ordinance #924 (Item A from Consent Agenda)

CMBR Madigan stated that an item is duplicated on the December Appropriations #923 and on January Appropriations #924, specifically a check to CMBR Becky Fast in the amount of \$470.

City Clerk Bohon said CMBR Fast had submitted a travel and training expense that was approved at the December Council meeting. Miller Financial who does the appropriations inadvertently put it in January again, but it is not being approved twice and can be removed from the January appropriation.

MOTION: CMBR POPPA MOVED AND CMBR MADIGAN SECONDED TO AMEND ORDINANCE NUMBER 924 TO REMOVE CHECK NUMBER 32374 IN THE AMOUNT OF \$470. (MOTION CARRIED 7-0)

MOTION: CMBR POPPA MOVED AND CMBR THOMPSON SECONDED TO APPROVE ORDINANCE NUMBER 924 AS AMENDED. (MOTION CARRIED 7-0)

X. WORKSHOP ITEMS

No items were discussed.

XI. REPORTS OF CITY OFFICIALS

A. 2018 4th Quarter and Yearly Safety Statistics Report

Police Chief Morris provided an overview from 2012 through 2018 of the crime rate in Roeland Park in comparison with other communities. He noted it has gone down again in 2018.

Overall, in the 2018 fourth quarter from October to December, there were 168 total incidents, 51 arrests, 19 accidents, 649 citations and 75 warnings. Most incidents continue to occur in the business district. Walmart is a little less active than in previous years but still remains busy for the department.

The SRO program continues to be successful at Bishop Miege High School and they continue to provide some security to St. Agnes Church. SRO Officer Chaffee has implemented a hotline number for students and parents to report incidents anonymously. They are also working on vaping issues. Since the SRO implementation, Miege has increased their safety protocols and are compliant with tornado and fire drills. The officers continue to have a presence working in an off-duty capacity at activities and games.

K-9 Rango is doing fabulous. He has done a couple of demonstrations. He's had 10 deployments and has also been used for tracking and helped to apprehend someone who stole a vehicle.

City Administrator Moody noted that on the Uniform Crime Report for the City from 2008 to 2018 that the reports of crime have dropped to about half but also to keep in mind there is also a decline in population. There are, however, significant declines in crime due to the efforts taken in the first half of 2018 with the targeted business initiative which certainly had an influence and they are seeing the fruits of that work.

CMBR McCormack asked why there weren't any statistics on drug charges. Police Chief Morris said drug-related arrests are not a part of the Uniform Crime Report. They do have records of totals of arrests each month that can be added in as a separate report item each month. The same is true with DUI reports which are also not included.

CMBR McCormack said she also sees a correlation with both the yearly crime statistics as the economy improves and the efforts of the police department. She also noted a higher crime rate on the east side of Roe where there are more rentals and lower property values and see this as relevant to what poverty creates sometimes. Chief Morris

noted the east side of Roe is also closer to the county line district of Kansas City, Kansas, but his department continues to work hard.

City Administrator Moody asked if they would like to see comparisons over the years regarding drug-related offenses. Chief Morris said there will be differences whether they are for city charges or felony charges but the reports could be done. CMBR McCormack said what would be relevant to her is the minor marijuana charges and how that compares with what kind of income they've had and the statistics since it is becoming a moot point whether that is a crime or not. Chief Morris said the majority of the marijuana cases in municipal court are just citations. They are not considered to be arrestable offenses but it is ultimately at an officer's discretion. CMBR McCormack said she would also like to see trends with regards to opioids and heroin arrests. Chief Morris said he can provide that information for the past few years.

CMBR Hill said she would be interested in seeing that data as well.

Mayor Kelly said they are seeing crime go down in the City with the implementation of these new programs. He mentioned the K-9 program and community support for the initiative with the financing they provided. He also noted that Sgt. Honas, who developed the K-9 program, received the Officer of the Year award. Mayor Kelly also appreciated that in a short amount of time they created the SRO program and that Officer Chaffee has fit in seamlessly at Miego. The Mayor said he gets only positive reports about the program. He commended Chief Morris and the two officers for what they have done for the City.

Chief Morris thanked the Mayor for his comments and added that his department could not do what it does without the support of the Governing Body.

CMBR Hill asked about the motorcycle. Chief Morris said it is ordered and should be here in February or the first of March. The day after it was approved he ordered it.

B. City Clerk Report

City Clerk Bohon said the Community Forum is Monday the 28th on the Water's Edge report pertaining to the aquatic center.

C. Public Works Report

Public Works Director Scharff asked that everyone please be safe as they leave the meeting as the roads and sidewalks are beginning to get icy.

Mayor Kelly thanked the Public Works Department for continuing to work through the evening to keep the roads safe.

XII. ADJOURN

MOTION: CMBR POPPA MOVED AND CMBR JANSSEN SECONDED TO ADJOURN. (MOTION CARRIED 7-0)

(Roeland Park City Council Meeting Adjourned at 8:05 p.m.)

Mike Kelly, Mayor

Kelley Bohon, City Clerk

Item Number: Consent Agenda- II.-C.
Committee 2/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/8/2019
Submitted By: Kelley Bohon
Committee/Department: Admin.
Title: **Committee Appointment and Reappointments**
Item Type:

Recommendation:

All of the individuals shall be nominated by the Mayor and approved by the City Council. The terms of all members shall be for one year beginning January 1st of each year. In the event a vacancy should occur during the term of any member, his or her successor shall be appointed in the same manner for the unexpired portion of the term.

To reappoint and or appoint:

Arts Advisory Committee (Expires 12/31 of each year)
At Least 3 Members - 2 Residents, 1 Council

Lynda Leonard
Moffett Ferguson
David Avery
Marek Gliniecki
George Schlegel

Board of Zoning Appeals (3 year terms)

Courtney Craig

Community Events Committee (Expires 12/31 of each year)
Up to 10, 8 Members - 6 Residents, 2 Council

Christina Avery

Community Foundation Advisory Committee (Expires 12/31 of each year)
(2 Year Term)

Judy Orth

Parks/Tree Advisory Committee (Expires 12/31 of each year)
At Least 5 Members - 4 Residents, 1 Council

Tyler Steele

Sustainability Committee (Expires 12/31 of each year)
5 Members - 4 Residents, 1 Council

Planning Commission (3 year terms)
Darren Nielsen
Paula Gleason

Details:

Committee Appointment and Reappointment Process

1. Staff will send out a list of all appointments to the Governing Body and all appointees whose term is set to expire around the beginning of the fourth quarter.
2. Appointees wishing to be re-appointed shall let their intentions be known to the appropriate appointing authority (ie: Mayor or Governing Body Ward Representatives)
3. Candidates interested in appointment shall complete the interest form found online, as well as submit a current resume to the City Clerk.
4. If an incumbent candidate is not re-appointed they will be notified by the appointing authority before the council meeting at which their replacement will be approved.
5. Once a position has been filled by council action, the new appointee will be contacted by the City Clerk and provided with an orientation packet regarding their service.
6. The contact list will also be sent out whenever an update is made to that document.

Notes:

Timing of appointments: Timing of Appointments are set by ordinance, ie: Parks, Arts, Sustainability are set as a 1 year term; Board of Zoning and Planning Commission have 3 year terms. Schedule of appointment is maintained by the City Clerk's office.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description: N/A	

Additional Information

How does item relate to Strategic Plan?

Engages the public in community events and decision making.

How does item benefit Community for all Ages?

Provides perspective in decision making from a wide range of age groups.

ATTACHMENTS:

Description	Type
📎 Christina Avery	Cover Memo
📎 Volunteer Applications	Cover Memo

Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Thu 2/15/2018 9:34 AM

To: Bohon, Kelley <kbohon@roelandpark.org>;

📎 1 attachments (433 KB)

ChristinaAvery_resume_June2017.pdf;

Committee Volunteer Application Form

Email:	
Date:	02/15/2018
Name:	Christina D Avery
Daytime Phone Number:	
Evening Phone Number:	
Address:	4500 Sycamore Drive Roeland Park, KS 66205 United States of America
Place of Employment:	Quest Diagnostics
How long have you been a resident of Roeland Park?:	7 years
How much time do you have to devote per month?:	5-10 hours at least, could do more if needed
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I would like to participate with the events committee because I love to plan events and parties. I think it would be an interesting way to help the community and a good way to use my skills.
Select which Board or Committees you are interested in serving on: (only one per application):	Events
Additional, comments: (If any):	Please note: my resume is slightly out of date as I no longer work for RSM. I have been at Quest Diagnostics as a financial analyst since August 2017.
File Upload:	http://www.roelandpark.net/wordpress/wp-content/uploads/ChristinaAvery_resume_June2017.pdf

Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Fri 11/4/2016 9:51 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

📎 1 attachments (78 KB)

ljl-Resume1-11216.pdf;

Committee Volunteer Application Form

Email:	
Date:	11/04/2016
Name:	Lynda J Leonard
Daytime Phone Number:	
Evening Phone Number:	
Address:	4921 Southridge Drive Roeland Park, KS 66205 United States of America
Place of Employment:	Lynda Leonard Studio
How long have you been a resident of Roeland Park?:	1 year
How much time do you have to devote per month?:	4921 Southridge Drive
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I am interested in the Art Committee. I am an artist, have a MA degree in Ceramics/Sculpture and Jewelry from Fort Hays State University. A BFA in Ceramics, Jewelry from Emporia State University. I bought the house built in 1920 because it has a wonderful area that is my art studio. I was active with the Hays Arts Council when I had my gallery/studio in Hays and very much want to be part of the Roeland Park community and support is with the broad experience and training I have in the arts. I also worked in several of the art galleries in Santa Fe, NM when I lived there in the 1990's.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If	

Committee Volunteer Application

wordpress@roelandpark.net on behalf of
City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Mon 10/19/2015 12:59 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	10/19/2015
Name:	Moffett Ferguson
Daytime Phone Number:	
Evening Phone Number:	
Address:	4721 W. 55th Street Roeland Park, KS 66205 United States of America
Place of Employment:	KU Medical Center
How long have you been a resident of Roeland Park?:	14 years
How much time do you have to devote per month?:	Hour or two per month
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	Just re-upping....already on the Arts Advisory Committee.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If any):	
File Upload:	
HTML:	

Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Wed 1/11/2017 9:22 PM

Inbox

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	
Name:	David Avery
Daytime Phone Number:	
Evening Phone Number:	
Address:	4500 Sycamore Dr Roeland Park, KS 66205 United States of America
Place of Employment:	
How long have you been a resident of Roeland Park?:	6+ years
How much time do you have to devote per month?:	Variable
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I'm a 30-year old art director and I want to do what I can to give back to my community by volunteering with the arts committee. I want to help Roeland Park continue to find a way to carve out a unique identity among its neighbors in NEJC.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (If any):	
File Upload:	
HTML:	

Committee Volunteer Application

wordpress@roelandpark.net on behalf of

City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Wed 2/10/2016 4:05 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	02/10/2016
Name:	Marek Gliniecki
Daytime Phone Number:	
Evening Phone Number:	
Address:	5229 Reinhardt Drive Roeland Park 66205
Place of Employment:	Z M Gliniecki & Associates
How long have you been a resident of Roeland Park?:	30 years
How much time do you have to devote per month?:	10 Hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I want to contribute to my City and community. I enjoy the arts and helping the City be the best it can be.
Select which Board or Committees you are interested in serving on: (only one per application):	Arts
Additional, comments: (if any):	
File Upload:	
HTML:	

This email was built and sent using [Visual Form Builder](#).

Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Fri 11/4/2016 9:56 AM

To: Bohon, Kelley <kbohon@roelandpark.org>;

1 attachments (75 KB)

Resume_Courtney-Craig.pdf;

Committee Volunteer Application Form

Email:	
Date:	11/4/2016
Name:	Courtney Craig
Daytime Phone Number:	
Evening Phone Number:	
Address:	5215 Juniper Dr. Roeland Park, KS 66205 United States of America
Place of Employment:	The Condado Group
How long have you been a resident of Roeland Park?:	11 Years
How much time do you have to devote per month?:	15 Hours but more as needed
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I believe Roeland Park is at a critical point as a city. With a reprieve from the possibly devastating Walmart move now a reality, Roeland Park must decide what it's future will be. A city that is a pass through city continuously dependent on a couple of large box retailers for revenue or to create an appealing city hearkening to what it once was as a community with appeal to all of Johnson County. In my eleven years I have become increasingly concerned with the state of properties in Roeland Park, businesses that have been attracted to the city. As the city faces the development of the East/West Cloverleaves it is a critical point where decisions must be put into place that makes Roeland Park no longer a city to be passed by on the way to the Plaza but rather a stopping point.
Select which Board or Committees you are interested in serving on: (only one per application):	Board of Zoning Appeals

Committee Volunteer Application

wordpress@roelandpark.net on behalf of City of Roeland Park-Volunteer Form

Thu 2/15/2018 9:34 AM

Committee Volunteers

To: Bohon, Kelley <kbohon@roelandpark.org>;

📎 1 attachments (433 KB)

ChristinaAvery_resume_June2017.pdf;

Committee Volunteer Application Form

Email:	1
Date:	02/15/2018
Name:	Christina D Avery
Daytime Phone Number:	
Evening Phone Number:	
Address:	<u>4500 Sycamore Drive</u> <u>Roeland Park, KS 66205</u> <u>United States of America</u>
Place of Employment:	Quest Diagnostics
How long have you been a resident of Roeland Park?:	7 years
How much time do you have to devote per month?:	5-10 hours at least, could do more if needed
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I would like to participate with the events committee because I love to plan events and parties. I think it would be an interesting way to help the community and a good way to use my skills.
Select which Board or Committees you are interested in serving on: (only one per application):	Events
Additional, comments: (If any):	Please note: my resume is slightly out of date as I no longer work for RSM. I have been at Quest Diagnostics as a financial analyst since August 2017.
File Upload:	http://www.roelandpark.net/wordpress/wp-content/uploads/ChristinaAvery_resume_June2017.pdf

FW: dlmootz@roelandpark.org

Bohon, Kelley

Mon 12/29/2014 4:42 PM

To: Bohon, Kelley <kbohon@roelandpark.org>;

From: wordpress@roelandpark.net [mailto:wordpress@roelandpark.net] **On Behalf Of** City of Roeland Park-Volunteer Form
Sent: Tuesday, December 23, 2014 4:34 PM
To: Bohon, Kelley
Subject: dlmootz@roelandpark.org

Committee Volunteer Application Form

Email: _____

Date: 12/23/2014

Name: Tyler Steele

**Daytime Phone
Number:** _____

**Evening Phone
Number:** _____

Address: 4917 Rosewood DR
Roeland Park, Kansas 66205
United States of America

**Place of
Employment:** University of Kansas Hospital

**How long have
you been a
resident of
Roeland Park?:** 5 years

**How much time
do you have to
devote per
month?:** 20 hours

**Briefly describe
why you are** I would like to be a representative for Ward 1 on the Roeland Park's Parks Committee.
Nall Park resides in Ward 1, and would like to be an advocate for making improvements

**interested in
serving on a
Board/Committee
for the City of
Roeland Park:**

to Nall Park. I'm excited about the development of the Turkey Creek Streamway Trail and creating an extension to Nall Park. I see potential in constructing single track mountain bike/hiking trails within Nall Park taking advantage of the park's naturally wooded and hilly terrain. I am also an active member of the Kansas City Metro Bicycle Club and it's Race Team, and feel that my network of contacts with the club's members would be an asset in achieving a project like this. Our club and members constructed a single track mountain biking trail in Leawood Park a couple of years ago. The success of that has led way to the development of a pump track in the park. Construction has recently began on that project.

Beyond making improvements to Nall Park. I also have been looking for a way to be more actively engaged in my local neighborhood community. I feel serving on the City's Parks Committee would be great way to stay engaged with the community while working on something I truly am interested and passionate in seeing be improved and maintained.

Thanks for your consideration.

**Select which
Board or
Committees you
are interested in
serving on: (only
one per
application):**

Parks

**Additional,
comments: (If
any):**

File Upload:

This email was built and sent using [Visual Form Builder](#).

Committee Volunteer Application

wordpress@roelandpark.net on behalf of

City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Thu 10/8/2015 5:13 PM

To: Bohon, Kelley <kbohon@roelandpark.org>

Committee Volunteer Application Form

Email:	
Date:	10/08/2015
Name:	Paula Gleason
Daytime Phone Number:	
Evening Phone Number:	
Address:	<u>3606 W 50th Street</u> <u>Roeland Park, Kansas 66205</u> <u>United States of America</u>
Place of Employment:	Reece Nichols
How long have you been a resident of Roeland Park?:	Since 2004
How much time do you have to devote per month?:	Several hours
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I have been serving on the Planning Commission for the past several years and have enjoyed that. As a realtor, I think I can bring a valuable perspective to the BZA.
Select which Board or	Board of Zoning Appeals

Committees you are interested in serving on: (only one per application):	
Additional, comments: (If any):	I couldn't get my Word Doc resume to load, so I've copied the content below.
File Upload:	
HTML:	Paula Gleason 3606 W 50th Street Roeland Park, KS 66205 913-908-9078 pgleason@reeceandnichols.com Realtor – Reece Nichols October 2007 – Present (8 years 1 month) 7600 State Line Road, Prairie Village, KS 66208 Licensed Realtor in KS & MO. I represent buyers, sellers and investors in their real estate transactions. My job is to provide my clients with the best representation and counsel on their home buying and selling needs while projecting a calm and professional interface to the co-op agent. Honesty, Integrity and Trustworthiness are foundation of my business. Senior Marketing Rep - IBM January 1992 – December 1998 (7 years) Winston Salem, North Carolina Technical marketing and business consultation to Fortune 500 Companies System's Engineer - IBM January 1985 – December 1991 (7 years) KC & Greensboro North Carolina Systems Implementation and Planning for Fortune 500 Companies. Technical expertise in Large Systems Mainframes, Printers and Mid-Range system.

This email was built and sent using [Visual Form Builder](#).

Committee Volunteer Application

wordpress@roelandpark.net on behalf of

City of Roeland Park-Volunteer Form <kbohon@roelandpark.org>

Wed 10/21/2015 8:17 AM

To: Bohon, Kelley <kbohon@roelandpark.org>;

Committee Volunteer Application Form

Email:	
Date:	10/21/2015
Name:	Darren Nielsen
Daytime Phone Number:	
Evening Phone Number:	
Address:	<u>5204 Birch</u> <u>Roeland Park, KS 66205</u> <u>United States of America</u>
Place of Employment:	HNTB
How long have you been a resident of Roeland Park?:	Since 2004 (11 yrs)
How much time do you have to devote per month?:	Varies due to travel (4-16 hrs)
Briefly describe why you are interested in serving on a Board/Committee for the City of Roeland Park:	I have been practicing Architecture in the Kansas City area for over 18 years. Most of my projects area located across the country. I see the Planning Commission as a chance to make an impact on the built environment where my family lives.
Select which Board or Committees you are interested in serving on: (only one per application):	Planning Commission
Additional, comments: (If any):	
File Upload:	
HTML:	

Item Number: Consent Agenda- II.-D.
Committee 2/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/30/2019
Submitted By: Donnie Scharff
Committee/Department: Public Works
Title: 2019 CDBG EI Monte Design Task Order
Item Type: Other

Recommendation:

Approval of the design task order with Larkin, Lamp, Ryneerson for the 2019 CDBG EI Monte project at a cost not to exceed \$21,777.

Details:

The City received \$136,000 in Community Development Block Grant (CDBG) funding for the year 2019 to be applied toward the EI Monte Street mill & overlay. Staff intends to use our on-call City Engineer Larkin, Lamp, Ryneerson to perform the design and inspection of the project. This task order is the total cost for these services.

This project limits are from 47th St to the dead end cul da sac. The scope entails spot curb replacement along with a mill & overlay of the asphalt surface. The original CDBG application reflected 4 new streetlights as well as the spot curb repair with a mill an overlay. The city requested \$166,000 in CDBG funding but only received \$136,000. Removing the proposed installation of new streetlights from the scope will keep the City's matching contribution at the initial commitment for the project of \$30,000.

Financial Impact

Amount of Request: \$21,777	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description: 5498.300	

Additional Information

CDBG Funds - \$136,000
City Matching Funds - \$30,000
Total Project Funding - \$166,000

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	2019 El Monte Design Task Order	Cover Memo
	2019 CDBG El Monte Application	Cover Memo
	El Monte Street Map	Cover Memo
	2019 CDBG El Monte Cost Estimate	Cover Memo

City of Roeland Park – 2019 CDBG El Monte Street Mill and Overlay

Contract: 2019 CDBG El Monte Street Mill and Overlay

Ordinance or Resolution:

Task Agreement No: 19-2

Funding Amount: \$21,777

Purchase Order No:

Project Title: 2019 CDBG El Monte Street Mill and Overlay

Contractor/Consultant:
Larkin Lamp Ryneerson
9001 State Line Road, Suite 200
Kansas City, MO 64114

Division Manager:
Civil Design Group
Daniel G. Miller, P.E. – Civil Design Group Leader

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): None

PROJECT Scope (can be in the form of an attachment):

1. Mill and Overlay: Contract Documents, Bidding, Construction Administration and Observation. No field or boundary survey, easements, or right-of-way dedication/vacation. Design and installation of new street lights are excluded from project. See attachment.

The attached services will be provided for an hourly rate not to exceed \$21,777, including direct expenses.

Staff Signatures

Partner Signatures

Mayor:

Mike Kelly

City Administrator:

Keith Moody

Division Manager:

Daniel G. Miller, P.E.

Company Principal (if different):

Tony O'Malley, P.E.

Signature: _____

Date: _____

Signature: _____

Date: _____

Signature: _____

Date: 1/17/2019

Signature: _____

Date: _____

Project Type: Design ☒ Construction ☒ Property Acquisition _____ Conceptual/Problem Solving _____ Surveying _____

Project Discipline(s): Transportation ☒ Planning _____ Water _____ Wastewater _____ Stormwater _____

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and Larkin Lamp Ryneerson (Professional), dated 1/1/2017.

Attach scope of work, budget, and other supporting material



LARKIN
LAMP RYNEARSON

9001 State Line Road Suite 200
Kansas City Missouri 64114
(816) 361-0440 www.LRA-inc.com

CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE 2019 CDBG - El Monte St - Mill and Overlay
LOCATION Roeland Park, Kansas
DATE 12/28/2018

PROJECT #
BY Dan McGhee

Classification:	Civil Design	Sr. Project	Project	Project	Construction	Admin		
	Group Leader	Manager IV	Engineer III	Designer IV	Observer	Asst.		
Associate:	Miller	McGhee	Schliecher	McMurry	Jones	Cunningham	Subtotal of	Subtotal of Fee
Hourly Rate:	\$215.00	\$172.00	\$101.00	\$100.00	\$92.00	\$66.00	Hrs per Item	per Item
Design & Bidding Services								
Prepare Final Plans	1	4		16			21	\$2,503.00
Prepare Permit Applications (none anticipated)							0	\$0.00
Utility Meetings, Coordination, Updates		3	2	2			7	\$918.00
Neighborhood/Council Meetings (assume 1)	2	2					4	\$774.00
Prepare Final Opinion of Probable Const. Costs	1	2		2			5	\$759.00
Prepare Bid Documents and Specifications	2	12		4		4	22	\$3,158.00
Answer Questions During Bidding		2					2	\$344.00
Attend Bid Opening		1					1	\$172.00
Tabulate Bids			2				2	\$202.00
Analyze Bids and Recommendation Letter	1	2					3	\$559.00
Subtotal of Hours per Associate	7	28	4	24	0	4	67	
Subtotal of Fee per Associate	\$1,505.00	\$4,816.00	\$404.00	\$2,400.00	\$0.00	\$264.00		
						Labor Fee		\$9,389.00
						Reimbursables 5%		\$469.45
						Contingency 5%		\$469.45
Subtotal of Engineering Services								\$10,327.90
Construction Administration								
Prepare Contract Documents	1	4				4	9	\$1,167.00
CDBG Reporting, Documentation	2	12					14	\$2,494.00
Conduct Preconstruction Meeting	2	2	2				6	\$976.00
Review Shop Drawings		1					1	\$172.00
Review Pay Requests		2					2	\$344.00
Answer Questions During Construction		2		2			4	\$544.00
Perform Final Walk Through		1					1	\$172.00
Prepare Record Drawings				4			4	\$400.00
Subtotal of Hours per Associate	5	24	2	6	0	4	41	
Subtotal of Fee per Associate	\$1,075.00	\$4,128.00	\$202.00	\$600.00	\$0.00	\$264.00		
						Labor Fee		\$6,269.00
						Reimbursables 5%		\$313.45
						Contingency 5%		\$313.45
Subtotal of Construction Administration								\$6,895.90
Construction Observation								
Construction Observation								
Part Time, 20 Hours / Week / 10 Day Construction	2	2	0	0	40	0	44	\$4,454.00
Subtotal of Hours per Associate	2	2	0	0	40	0	44	
Subtotal of Fee per Associate	\$430.00	\$344.00	\$0.00	\$0.00	\$3,680.00			
						Labor Fee		\$4,454.00
						Reimbursables 0.58/mi		\$98.60
						Contingency 0%		\$0.00
Construction Observation Fee Total								\$4,552.60
Project Fee Summary								
Design Engineering and Bidding								\$10,327.90
Construction Administration and Observation								\$11,448.50
PROJECT TOTAL								\$21,776.40



PLEASE SUBMIT WITH YOUR 2019 APPLICATION

It is your obligation to make certain that your application is complete. Use this list to make sure and turn in with your signed application.

A FINAL REVIEW LIST

INITIAL EACH ITEM TO VERIFY

- ☒ All five parts of the Application are **TYPED** and completed.
- ☒ Each individual question has been answered.
- ☒ Font size is 12 or larger throughout application and application is typed.
- ☒ Total request for nonprofit or faith-based community does not exceed \$35,000 per agency (page 20 of application handbook).
- ☒ Total request for city or county department does not exceed \$100,000 each program year (page 19 of application handbook).
- ☒ Total request for city or county department may be \$200,000, but in 2019 they would be ineligible to apply (page 19 of application handbook).
- ☒ The appropriate official signed the original application in two places: on page 2 of the Project Summary and page 2 of the Certifications.
- ☒ 7 copies + 1 original (8 total) 7 copies three-hole punched, but NOT THE ORIGINAL.
- ☒ The original and the copies are not stapled or bound, a clip is used.
- ☒ 8 colored maps, 8½ x 11, are included showing where the activity will take place.
- ☒ If the activity is carried out at more than one location, a separate sheet and map is included with complete addresses for each location.
- ☒ For a City - documentation of city council holding a public hearing and proof of publication is included.
- ☒ For a Nonprofit - a copy of your 501(c)(3) IRS tax exemption is included.
- ☒ For a Nonprofit or Faith-based community - documentation of a formal board action endorsing this application is included.
- ☒ The previous 2 years (2017 & 2018) Performance Measures are attached. Page 2, Part 2 of Project Narrative.
- ☒ In Section 3, total revenue is equal to total expenses.
- ☒ Page limits were not exceeded.
- ☒ Conflict of interest information received, signed and understood. Please submit hard copy.
- ☒ DUNS # completed on Page 1 of Part 1, Project Summary.
- ☒ Fair Housing Activities completed on Page 2 of Part 1, Project Summary.
- ☒ Strategic Priorities questions completed on Page 2 of Part 1, Project Summary.

Person completing form:

Printed Name

Title

Signature:

Date:

<http://www.jocogov.org/dept/community-development/application-information>



7 Keys to Handling Conflicts of Interest

Conflicts of interest arise when officials or staff stand to benefit--either directly themselves or indirectly through business partners or relatives--from the awarding or contracting of grant funds. Grantees are encouraged to avoid conflicts of interest to the extent possible. When conflicts of interest arise, grantees must identify, disclose, and manage them in compliance with applicable rules and regulations. When conflict-of-interest issues are overlooked or hidden, this creates problems for the individuals involved, as well as grantees, subrecipients, or contractors. This bulletin discusses common types of conflicts of interest, offers best practices for avoiding and managing them, and the potential consequences of not handling them appropriately.

Identify, disclose, and manage all real and apparent conflicts of interest through elimination, mitigation, or waivers.



1. Know the Requirements

In general, conflicts of interest occur when one's private interest and public duties overlap, resulting in a real or perceived lack of independence or impartiality. Common situations include:

- Elected officials voting on awarding of funds to organizations where a family member is on the staff or where the elected official is on the subrecipient's board;
- Executive directors of subrecipients entering into contracts with companies they are affiliated with through employment of, or ownership by, themselves or their relatives;
- Grantee officials or staff who have relatives who may benefit from a subrecipient's programmatic activities; and
- Failure to notify the U.S. Department of Housing and Urban Development (HUD) about conflicts of interest, or late and or incomplete requests for exceptions.

The existence of a conflict of interest does not necessarily mean that any individual acted improperly or illegally, but it does mean that, unless properly handled and addressed, he or she could end up being in violation of Federal rules. Therefore, all such cases must be identified and resolved by eliminating the conflict or obtaining a written exception.

Two sets of conflict-of-interest rules exist – one for procurement activities and others for non-procurement, sub-granting/program delivery activities.

- A. Procurement Standards:** Regulations at 2 CFR (Code of Federal Regulations) 200.318(c) require non-Federal entities to maintain written standards of conduct

Regulations are in transition between grants issued before December 26, 2014 (when 2 CFR Part 200 went into effect), and those issued later. See the footnote below for more detail.¹

Example of a Procurement Conflict of Interest

- A Neighborhood Stabilization Program (NSP) grantee funded a subrecipient to rehabilitate 28 homes. The subrecipient failed to report a conflict-of-interest situation when it entered into two contracts with a construction company that was 50 percent owned by the NSP subrecipient's executive director. Although the subrecipient stated that it had disclosed all relationships to the grantee in the proposal process, the grantee overlooked HUD's conflict-of-interest requirements and the requirements found in the agreement. Because the grantee approved the proposal and awarded the agreement, the subrecipient believed that there were no conflict-of-interest issues. The grantee should have flagged the conflict of interest situation during its risk assessment of the subrecipient and prohibited the use of the executive director's construction firm.

- B. Non-procurement Standards:** Regulations at 2 CFR 200.112 require HUD to establish conflict-of-interest policies for Federal awards and require non-Federal entities to disclose in writing any potential conflict of interest to HUD or a pass-through entity in accordance with HUD's policy. HUD is finalizing its conflict-of-interest policy, but entities are still expected to use the policies developed under the various Community Planning and Development (CPD) program-specific regulations. In general, all CPD program regulations prohibit grant-assisted activity benefitting relatives of people who work for the grantee or the pass-through entity.

Example of Non-Procurement Conflict of Interest

- A city awarded a Community Housing Development Organization (CHDO) \$215,975 in HOME funds to sell and construct one single-family home. At the time of the award, a city official's daughter was the president of the CHDO. The city official abstained from voting on the basis that there was a relationship with the executive director. However, the city was required to disclose these relationships to HUD and had not done so. The city should have developed and implemented written procedures to ensure compliance with HUD's conflict-of-interest regulations, including disclosure of potential conflict-of-interest situations.



2. Train Employees

Grantees and subrecipients ought to build an organizational culture that is conscious of potential conflicts of interest so that action can be taken to avoid or mitigate conflicts as they arise. Provide conflict-of-interest training for all employees, including those of the organization and

¹ For more detail see Special Directive SD-2015-01, dated February 26, 2015, "Transition to 2 CFR Part 200," Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Guidance. (<http://portal.hud.gov/hudportal/documents/huddoc?id=15-01sdn.pdf>)

the governing authority, the organization's leadership and, as appropriate, the organization's agents. To have the most impact, the organization should have a written policy requiring annual conflict-of-interest training, and legal counsel or other qualified individuals should review the policy with employees (and board members), subrecipient officers, and pass-through entity staff at least annually. Documenting training is a best practice. The organization should:

- Provide training;
- Require that staff annually submit certifications regarding outside businesses, outside employment, and volunteer positions;
- Record a certification of attendance at trainings; and
- Follow up with annual refresher sessions.



3. Create Procedures to Document Compliance

Conflict-of-interest policies and procedures should describe how conflicts will be handled. When a conflict or potential conflict of interest exists, the person with the conflict should advise the board or management committee in writing and seek guidance on how to resolve the conflict. Conflict-of-interest notifications usually include:

- The person's name, position, phone number and address;
- Details of the nature of the conflict of interest, (perceived, apparent, or actual);
- Date of notification; and
- Requested action to address the conflict of interest (recusal, exemption request, etc.).

The notification and subsequent actions should be recorded in minutes of board or management meetings. Record-keeping best practices includes documenting:

- Conflict-of-interest notifications;
- Cases of failure to disclose;
- Disclosure by others (for example colleague or member of the public);
- Reviews or investigations of alleged conflicts;
- Assessment of the matter and how it was considered;
- Action taken or resolution; and
- Annoying or trivial claims.



4. Implement the Regulations

Often people are unaware that their activities are in conflict with the best interests of the organization. A goal should be to raise awareness, encourage disclosure and discussion of issues that may constitute a conflict, and constantly encourage a "culture of candor."

Leadership and culture are important aspects of compliance. Boards or leaders should establish a culture of compliance and honesty and encourage disclosure by establishing a protocol for staff to self-report possible conflicts, raise suspected conflict-of-interest issues, or ask for guidance, without fear of retaliation. Leadership should appoint an individual or office to ensure conflict-of-interest rules are implemented and followed. However, the protocol should not rely solely on

voluntary compliance, but also on procedures to allow grantees and subrecipients to report and have independent checks made to ensure that conflicts do not exist.

Monitoring is a best practice that entails having someone review the names of the principals of businesses that may become subrecipients, contractors or suppliers to determine whether there are apparent or real conflicts of interest with staff or agents of the awarding entity or pass-through entity. Many organizations circulate a questionnaire each year (usually in conjunction with training) to find out whether any board member, officer, or employee has a conflict of interest. Typically, the questionnaire asks them to disclose existing conflicts and reminds them to disclose any that may crop up in the future.

Monitors should also determine whether subrecipients have conflicts of interest in sub-awards and contracts by asking them to disclose the names of their immediate family and business partners and those of the principals of the organizations and contractors with which they transact grant project business.

The primary goal in managing conflicts of interest is to ensure that as decisions are made, they are seen to be made on proper grounds, for legitimate reasons, and without bias or unfairness.



5. Know the Consequences

Violating conflict-of-interest rules can have serious consequences for a grant program. Bad publicity surrounding undisclosed conflicts may seriously undermine the public trust in the program as well as damage personal reputations. Audits and investigations can result in the grantee's having to repay Federal funds, or individuals being fired or prosecuted.

A Conflict of Interest Can Lead to Criminal Actions

In some cases, conflicts of interest can lead to criminal prosecutions. It's not that the conflict of interest itself is a criminal act, but it can lead to other acts, such as deliberately hiding relationships, financial gains or other advantages through false statements, misrepresentations, or filing false documents, which are crimes. With such personal risk at stake, it is easy to see why disclosures of conflicts of interest are so important.

Example of a Prosecution Resulting from a Conflict of Interest

- A former planning commissioner and her ex-boyfriend were convicted on Federal corruption charges. The pair took part in a scheme in which she steered more than \$2 million in contracts and loans to him. She got the agency to award a computer contract to the ex-boyfriend's company. The contract, which started at \$8,900, escalated to about \$1 million over 5 years. The former planning commissioner did not reveal details of her personal relationship with the ex-boyfriend and helped keep his name off the contracts his company received. She knowingly hid the conflict of interest and personally benefited from her actions. As a result, she and her ex-boyfriend were convicted. Sentencing is pending.

If you have knowledge of possible fraud, promptly report it to your local HUD Office of Inspector General (OIG) or online to the OIG hotline on OIG's Web site at <https://www.hudoig.gov/report-fraud>.

6. Request an Exception

HUD may grant an exception to non-procurement conflicts of interest on a case-by-case basis. It is the recipient's responsibility to submit a written request for an exception to its local HUD CPD office. When submitting a request, the recipient must provide the following documentation as threshold requirements for consideration:

- A public disclosure of the conflict (include how the disclosure was made); and
- An opinion of the recipient's attorney that the exception does not violate State or local law.

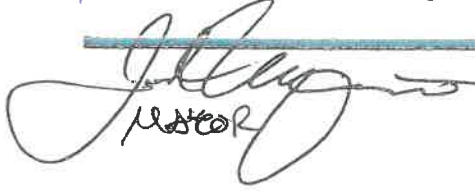
HUD determines whether threshold requirements are met and whether the circumstances fall within exception criteria permitted by the regulations. Remember that submitting a request does not authorize a recipient to engage in any activity or enter into any contract that constitutes a conflict. The recipient may proceed only after receiving the approval in writing from HUD.

7. Get Help

Conflict-of-interest requirements are often nuanced and must be reviewed case by case. HUD provides assistance when conflict-of-interest situations arise or are in question. You can get help from your local CPD office when such issues arise.

 5-22-17
Keith Moody
City Administrator

Bottom line:
*Conflicts of interest are situations not allegations...
BUT they must be disclosed and managed properly.*


J. H. [unclear]

**JOHNSON COUNTY/OLATHE 2019 CDBG APPLICATION
PUBLIC FACILITIES and IMPROVEMENTS
PART 1 - PROJECT SUMMARY**

For CDBG Staff Use Only.

Date Received: _____ Amount Requested: _____
Matrix Code: _____
Environmental Status: _____ Code Citation: 24 CFR 58. _____
National Objective Code: _____ Code Citation: 24 CFR 570.208 _____

The Project Summary may not exceed two (2) pages.

1. Applicant

Name: City of Roeland Park Phone: 913 722 2600
Address: 4600 W 51st Street WEB Site: www.Roelandpark.org
City/ZIP: Roeland Park, KS 66205 DUNS #: 044744308

2. Contact person responsible for all communications concerning this proposed project.

Name: Jose Leon E-mail: jleon@roelandpark.org
Address: 4800 Roe Parkway Phone: 913 722 5435
City/ZIP: Roeland Park, KS 66205

3. Title of the proposed project: CDBG El Monte Street Improvement Project

4. Address/location for the proposed project: El Monte Street- 4708 to 4816;
see **Exhibit E** for complete address list.

5. Amount of CDBG funds being requested: \$166,000

Type and Amount of funds the applicant is committing to this project:

Design & Construction Inspection \$20,000 + \$10,000 for Construction = \$30,000

6. In TWO sentences provide a concise description of the project. Mill and overlay asphalt surface as well as curb replacement along street in area with largest concentration of neighborhoods containing low/mod income level families. Street lighting will be enhanced by removing City owned street lights from old KCPL poles and placing them on City specified poles adding one more light on the street for improved lighting.

7. If this Public Facility/ Improvement project benefits an area, provide each Census 2010 Tract & Block Group for the entire service benefit area. Please provide the rational for your service area.

Census Tract(s): 501

Block Group(s): Block Group 1 of Census Tract noted above.

Boundaries of service area: The service area for the El Monte Street project (Census Tract 501, Block Group 1, Blocks: 1002 and 1008) includes those single-family lots fronting on El Monte as this is a residential cul-de-sac (dead end).

Rational for boundaries of benefit area: El Monte is not through street, it serves the lots adjacent to it, therefore the service area is limited to the lots adjacent to this street.

Income characteristics of the residents of the area: see table below

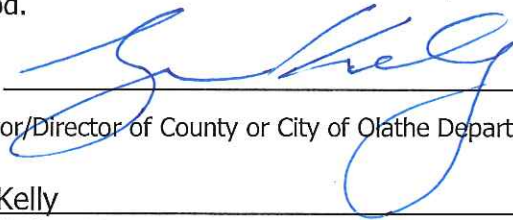
Service Area: El Monte Street Project					
County	Census Tract	Block Group	Lomod Population	Total Population	% of Lowmod Population in Service Area
Johnson	501	1	555	1325	41.89%
		Totals	555	1325	41.89%

Please include a map with the service area circled and all census tract/block groups in the service area labeled. Attached as **Exhibit A**

8. **How many PEOPLE will benefit from this project?** Estimate 48 people, based upon 19 single family lots benefitting with an average household of 2.5 persons.
9. **Citizen Participation- For Applications by Cities (not County Departments /Agencies)** CDBG grant application options and project scopes were discussed at an open Council Workshop on March 6, 2017 and a public hearing was held at the City Council meeting on April 16, 2018. Citizen input was solicited at these meetings, minutes from those meetings and the notice of Public Hearing are attached as **Exhibit B.**
10. **Fair Housing Activities-must be completed by all applicants. Describe what actions will be taken to further Fair Housing.** The City of Roeland Park proclaims the month of April as "Fair Housing Month", the proclamation is attached as **Exhibit C.**
11. **Does your project address any of Johnson County's strategic priorities? Yes** If yes, please briefly explain: Strategic Priority No. 3 – Develop a vision and finance plan for transportation in the county to help increase the economic health of Johnson County, the State of Kansas and the metropolitan areas. Strategic Priority No. 4 – Advance the self-sufficiency of vulnerable populations, including those with intellectual and developmental disabilities, those with mental health needs, those who are aging and those who are housing insecure.

This project will return a border street in Roeland Park to good condition. This street is within a quarter mile of bus service and connects to the sidewalk system and established bike routes within the community. In addition, the projects will enhance the appearance and safety of this neighborhood and encourage self-sufficiency and private investment coalescing to enhance the quality of life for the vulnerable populations concentrated in the neighborhood.

12. **SIGNATURE:**



Date:

5.18.18

(Signature of Mayor/Director of County or City of Olathe Department/Chairman of Board)

Mayor Mike Kelly

Please Type/Print Name

JOHNSON COUNTY/OLATHE 2019 CDBG APPLICATION
PUBLIC FACILITIES and IMPROVEMENTS
PART 2 - PROJECT NARRATIVE

The Project Narrative may not exceed two (2) pages.

NEED the Project is addressing

- 1.** Clearly describe the specific local need this project will address.

The City completed a city-wide pavement condition assessment using lidar in 2015. Each block of street was given a condition score and related classification. The segment of El Monte to be resurfaced is classified as Poor based upon the condition score. This classification is suited to a mill and overlay as it has not reached a point where total reconstruction is necessary but is beyond the point where a sealing approach would be effective (chip seal or slurry seal). Completing a mill and overlay now will extend the life of the street a minimum of ten years.

- 2.** Describe the major local factors that contribute to the problem.

This is a residential cul-de-sac vs collector street; this decreases the priority score making it difficult for the street to compete for limited street maintenance resources. The street has not had any maintenance performed in the last 6 years.

- 3.** Provide current, up-to-date, county/city-specific data that substantiates the need.

The City's Capital Improvement Plan is programed out for 10 years, using a two-part scoring system to prioritize projects and allocate resources based upon priority. El Monte is not included in the Capital Improvement Plan within that 10-year period due to having more capital demands than resources available and due to the disadvantage, this street has in scoring compared with higher traffic through streets.

The PROJECT – Performance Measurement

Summarize the following information using the chart on the next page:

- Clearly state the goal(s) of the 2019 project.
- Identify the inputs of the project.
- Specifically describe the activities you propose to conduct which will help achieve program goals.
- Clearly state what will be the direct products/outputs of the project.
- Clearly state the objectives/outcomes of the project.
- Clearly state how and when the achievement/impact of program objectives will be measured.

Please submit 2017 & 2018 forms from previous years' applications along with the actual results for 2017.
Roeland Park was awarded CDBG Funds for 2018, project has not yet been completed.

2019 Project Narrative

Goal	Inputs	Activities	Measurable		Actual Results
			Outputs	Outcomes	
Enhance the quality of residential streets in Census Tract 501.	\$195,000 Budget	Administration of CDBG Grant	Mill and Overlay .17 Miles of residential streets	Improved street condition and safety.	The City will measure the impact when the project has reached Final Completion.
Improve the quality of life in this neighborhood.	Consulting Engineer: Design, Bid, Contract	Preparation of plans & specification.	Remove and Replace 492 L.F. of curb and gutter	Increased maintenance and investment in private properties.	The quantities reflected in the pay estimates will measure achievement of program objectives.
	Administration, Construction Inspection	Competitive bid process.	Remove and replace 240 square yards of driveway adjacent to the curb and gutter replaced.		The street condition will be reassessed following completion to verify improved condition.
Encourage private maintenance and investment in the neighborhood through public investment.	Administrative Staff	Construction observation and Davis Bacon oversight.	Remove and replace 3 streetlights and adding a 4 th street light.		Private investment will be measured through building permit value and change in assessed values during the subsequent 5 years.
		Construction activities.			

JOHNSON COUNTY/OLATHE 2019 CDBG APPLICATION
PUBLIC FACILITIES and IMPROVEMENTS
PART 3 - BUDGET and TIMELINESS

The Budget & Timeliness Section may not exceed two (2) pages.

BUDGET NARRATIVE

The information to be provided below pertains only to the proposed project for which you are requesting CDBG funds.

1. **Project Title:** **CDBG El Monte Street Improvement**
2. **2019 Total Project Budget**

Revenues

(These funds must directly support and be essential to the implementation of this proposed project.)

List All Revenue Sources For This Project	Amount
Funds requested from:	
Johnson County CDBG:	166,000
Olathe CDBG:	
Overland Park CDBG:	
Shawnee CDBG:	
***Other Project Revenue:	
Other Federal Funds	
State/Local Funds	30,000
Private Funds	
Other: TIF Funds	
CARS Funds	
Total Project Revenue	196,000

Expenses

Source	Amount
Personnel	
Equipment	
Supplies	
Space Rent/Utilities	
Other- Consulting Engineer	20,000
Other- Construction Contract	176,000
Total Project Expenses	196,000

Total project revenue must equal total project expenses.

*****All other project revenue must be specified. Sources must be noted.**

3. Describe precisely what CDBG funds will be used to pay for.

2" mill and overlay of asphalt street, replace failed sections of curb and any adjacent driveway aprons as needed. Replacing street lights and adding an additional street light to better illuminate the street. A project location and layout map along with the cost estimate for the project is provided in **Exhibit D.**

Timeliness

HUD imposes a timeliness requirement for the expenditure of CDBG funds on the County.

1. Will this project be ready to proceed as of January 1, 2019? Yes.

2. If not ready, when will the project proceed?

3. When is this project scheduled to be completed? December 1, 2019.

4. Describe any circumstances that might prevent this activity from being completed by December 1, 2019.

5. CDBG History

If your organization has received CDBG funding in the past, please provide the information below. **Roeland Park last received CDBG funds in 2000.**

Program year	2016	2017	2018
Award in Program Year	<u>0</u>	<u>0</u>	<u>100,000</u>
Expended in Program Year (Will agree to your reimbursement request forms.)	<u>0</u>	<u>0</u>	<u>0</u>
Number of PEOPLE served (Will agree to final project beneficiary form.)	<u>0</u>	<u>0</u>	<u>85</u>
Balance Remaining (if applicable)	<u>0</u>	<u>0</u>	<u>100,000</u>

**JOHNSON COUNTY/OLATHE 2019 CDBG APPLICATION
ALL PROJECTS
PART 4 – ENVIRONMENTAL QUESTIONS**

HUD requires that an Environmental Review be performed on any project supported by CDBG funds.

To assist us in determining the level of Environmental Review necessary for this proposed project.

Since this project is a **PUBLIC FACILITIES/IMPROVEMENTS** project:

- 1. Please provide the address or location of the project.** El Monte Street-4708 to 4816; refer to **Exhibit E** for complete address list.
 - 1. Is the facility/improvement in place and will it be retained in the same use without change in size or capacity of more than 20 percent?** Yes
 - 3. Is the project located in a flood zone area?** No
 - 4. Is the location in a primarily residential area?** Yes
-

JOHNSON COUNTY/OLATHE 2019 CDBG APPLICATION
PART 5 - CERTIFICATIONS

The Applicant certifies that:

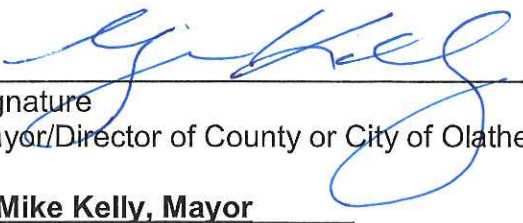
- (a) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (b) Its governing body has in an official meeting open to the public duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the sub recipient to submit the final statement and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the sub recipient to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (c) The grant will be conducted and administered in compliance with:
 - (1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. Subsection 2000 et seq.);
 - (2) The Fair Housing Act (42 U.S.C. 3601-20).
- (d) It will affirmatively further fair housing.
- (e) It has developed its proposed activity so as to give maximum feasible priority to activities that benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposed use of funds may also include activities which the sub recipient certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, where other financial resources are not available to meet such needs.
- (f) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (1) funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than Title 1 the Act; or (2) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1).

(g) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1990 as required under Section 570.606(a) and Federal implementing regulations; the requirements in Section 570.606(b) governing the residential anti-displacement and relocation assistance plan under section 104(d) of the Act (including a certification that the sub recipient is following such a plan); the relocation requirements of Section 570.606(c) governing displacement subject to section 104(k) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under section 105(a)(11) of the Act.

(h) To the best of my knowledge and belief that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, it will complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (h) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

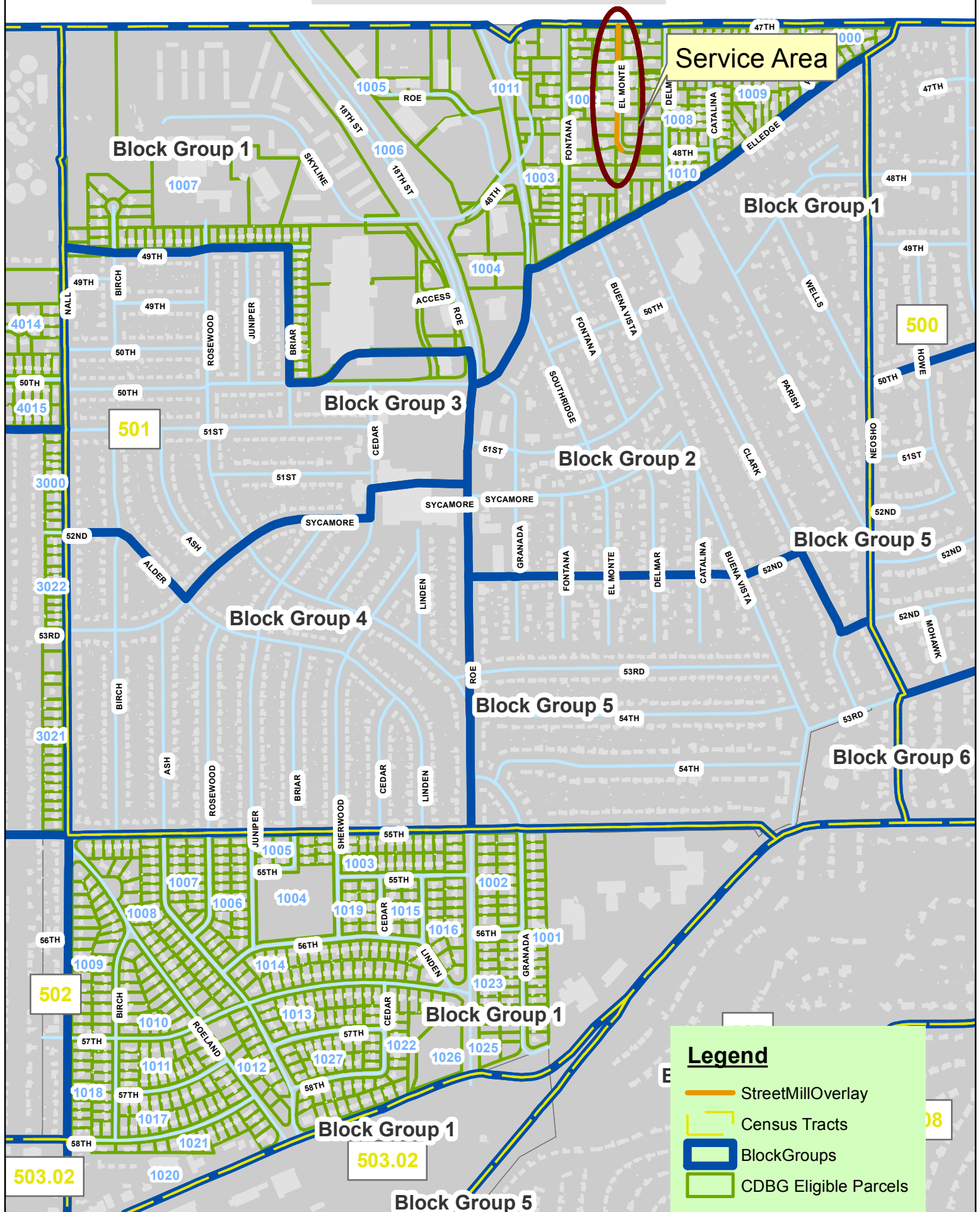
(i) It will comply with the other provisions of the Act and with other applicable laws.


Signature
Mayor/Director of County or City of Olathe Department/ Chairman of Board
Mike Kelly, Mayor

Please Print Name and Title

5-18-18
Date

Exhibit A: Service Area



**Excerpt of Minutes 3/6/2017
GOVERNING BODY WORKSHOP MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, March 6, 2017 6:00 P.M.**

I. DISCUSSION ITEMS

10. Review CDBG Applications

City Administrator Moody said this is the first time the City is going through the Community Development Block Grant (CDBG) process and they are submitting three project applications with each project costing around \$250,000. They are looking to optimize the process. He said if the City receives funds one year, then they are not eligible for next year. CDBG would pay for 80 percent of the project and the City would kick in the remaining 20 percent. He asked if Governing Body is okay with the submission of three, and if asked, which would be their priority.

CMBR Janssen said the mill and overlay or the sidewalks would be his first choice, but narrowed it to sidewalks.

CMBR Fast said the Community Center would be her first choice. She said she served on the CDBG application review for a few years. In her experience they wanted to see projects that wouldn't normally come out of the general fund such as street and sidewalk repairs.

City Administrator Moody said when he asked for examples of what projects they have done, they were largely for public infrastructure. Street overlays and sidewalk programs are common as they are flexible. The money cannot be spent on the project prior to the money being awarded and would not be reimbursed. Currently the funds for 2017 projects have not yet been released yet. The projects have to be flexible, but they must be completed by December of that year. Mill and overlay is the easiest to fix and the sidewalk is a bit more in depth.

City Administrator Moody said he believed the street project and sidewalk had the greatest opportunity to be funded.

III. ADJOURNMENT

CMBR Fast adjourned the meeting.

(Roeland Park Governing Body Workshop Adjourned at 9:10.)

The Legal Record

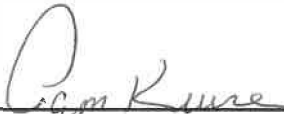
P.O. Box 273
Olathe, KS 66051-0273
(913) 780-5790

ATTN: KELLEY BOHON
CITY OF ROELAND PARK
4600 W 51ST STREET
ROELAND PARK KS 66205-3500

Proof of Publication

STATE OF KANSAS, JOHNSON COUNTY, SS;
Pam Kruse, of lawful age, being first duly sworn,
deposes and says that she is Legal Notices Billing
Clerk for The Legal Record which is a newspaper
printed in the State of Kansas, published in and of
general paid circulation on a weekly, monthly or
yearly basis in Johnson County, Kansas, is not a
trade, religious or fraternal publication, is published
at least weekly fifty (50) times a year, has been so
published continuously and uninterrupted in said
County and State for a period of more than one
year prior to the first publication of the notice
attached, and has been entered at the post office
as Periodicals Class mail matter. That a notice was
published in all editions of the regular and entire
issue for the following subject matter (also identified
by the following case number, if any) for 1
consecutive week(s), as follows:

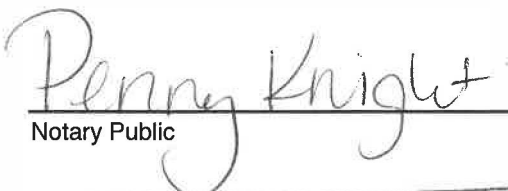
HEARING - 2019 FISCAL YEAR CDBG
4/10/18



Legal Notices Billing Clerk

Subscribed and sworn to before me on this date:

April 10, 2018



Notary Public

PENNY KNIGHT
Notary Public-State of Kansas
My Appt. Expires Dec. 31, 2021

NOTICE OF PUBLIC HEARING
First published in The Legal Record, Tuesday, April 10, 2018.
NOTICE OF PUBLIC HEARING
OFFICIAL NOTICE

TO WHOM IT MAY CONCERN AND TO ALL PERSONS INTERESTED:

Please take notice that the City of Roeland Park, Kansas will hold a Public Hearing to solicit input on potential uses for the 2019 fiscal year Community Development Block Grant Funds (CDBG). Said hearing will be held on Monday, April 19, 2018 at 7 p.m. at City Hall, 4600 W. 51st Street in Roeland Park, KS. All interested persons are invited to attend and comment at this hearing. Projects will be proposed in the fields of Public Facilities/improvements. For a list of the projects being considered or to suggest a project in advance of the meeting, please contact Jose Leon at 913-722-2600.

4/10

L72957

Publication Fees: \$14.81

CITY COUNCIL MEETING MINUTES
Roeland Park City Hall
4600 W 51st Street, Roeland Park, KS 66205
Monday, April 16, 2018, 7:00 P.M.

- O Mike Kelly, Mayor - O Becky Fast, Council Member - O Jennifer Hill, Council Member - O Tim Janssen, Council Member	- O Jim Kelly, Council Member - O Tom Madigan, Council Member - O Claudia McCormack, Council Member - O Michael Poppa, Council Member - O Erin Thompson, Council Member	- O Keith Moody, City Administrator - O Jennifer Jones-Lacy, Asst. Admin. - O Kelley Bohon, City Clerk - O John Morris, Police Chief - O Jose Leon, Public Works Director
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Admin

Kelly
Madigan

Finance

Thompson
Fast

Safety

McCormack
Janssen

Public Works

Poppa
Hill

PLEDGE OF ALLEGIANCE

Mayor Kelly called the meeting to order and led everyone in the Pledge of Allegiance.

ROLL CALL

City Clerk Bohon called the roll and all Governing Body members were present.

MODIFICATION OF AGENDA

There were no modifications to the agenda.

PUBLIC HEARING ON CDBG APPLICATIONS

Mayor Kelly opened the public hearing stating that the Community Development Block Grant is a federal program through HUD that provides communities with resources to address a wide range of development needs. There are three projects before the Governing Body for consideration. The City is limited to a potential \$200,000 in CDBG funds every two years and Mayor Kelly reviewed the requirements for receiving those funds.

City Administrator Moody said having three projects is a requirement of the process and they have been able to identify projects that meet the criteria. The projects need to show that 33.92 percent of the population that benefits from those improvements are qualified to be low to moderate income families. The total cost of the projects is \$260,000 and with \$200,000 being requested, the \$60,000 would be a local match from the City.

City Administrator Moody added that this is a competitive process. The City was fortunate to be awarded \$100,000 in a CDBG grant for 2018 for a street project that is still under design but will be completed this year. He further stated there is no guarantee that any application is awarded funds. One of the projects is a cul-de-sac street project, one is an ADA accessible sidewalk along Nall to Nall Park, and the third is a mill and overlay project with curb replacement and lighting improvements.

Mr. Moody said he felt strongest about the street-related improvement project because it is clear who the benefactors are of the improvements.

Mayor Kelly agreed with staff's recommendation for street improvements noting that those repairs would not come from the budget and the funds could be directed elsewhere for other improvements such as the Community Center and the Aquatics Center.

CMBR Fast said she served on the CDBG committee, which is made up of citizens, and the scoring is very subjective. She felt the Community Center would be a better candidate because it has a wider community reach and would, therefore, choose the Community Center and Aquatics Center projects.

City Administrator Moody said pre-2000 the Community Center was a location for CDBG funding in the past and felt the project would certainly qualify.

CMBR Janssen asked for information on the El Monte project. Public Works Director Leon said the street is in fair condition. He said it will take more than street resurfacing, chip seal or UBAS to correct what's going on with the street. There is also some curb that needs to be replaced and they are requesting to add street lighting in some of the darker areas of the street.

CMBR Poppa said in the report the street is listed as poor. Public Works Director Leon said he would re-evaluate the street's condition to make certain the report is accurate.

CMBR Madigan stated he would support the Community Center and the pool for CDBG funding. He said there are water and parking issues and the whole skyline campus at the site has been ignored for far too long.

Mayor Kelly opened up the floor, but there were no public comments.

The Council was polled for their choice of projects.

The Community Center and Aquatics Center were supported by CMBRS Fast, Madigan, Hill, and McCormack

The El Monte street project was supported by CMBRS Janssen, Thompson, Kelly, and Poppa,

Mayor Kelly said the items that they would like to see accomplished for the Aquatics Center and the Community Center are line items as a community improvement project as well as in the budget for 2019 and those would be properly addressed there. He said having the funds for El Monte gives them a potential added benefit and he would chose that project to break the tie.

I. CITIZENS' COMMENTS

Mary Klier - Ms. Klier spoke in support of a year-round pool. She said that Roeland Park wants to be known as friendly, for family and a place to establish roots and you can have all of those things with a swimming pool. The pool is an investment in the City's youth and the community.

Bonnie Boyles (7212 Cherokee Dr., Prairie Village) - Ms. Boyles spoke to her family ties to the area, their use of the pool and is in support of year-round operations.

Dennis Mueller (12513 W. 121st St., Overland Park) Mr. Mueller is the swim coach for Bishop Miege High School and has been coaching in Roeland Park for over 20 years. His team has been unable to find a place to practice but was offered some time at the Kansas City Swim Academy. He said if the Roeland Park Aquatics Center is gone, the swim team at Bishop Miege could be gone. He also said that his program is growing and they are looking to increase rental usage next year. He concluded saying that as long as the pool is there, they will be there.

Chas Peterson (5031 W. 47th St.) Mr. Peterson also spoke in support of a year-round pool saying that having a zero-depth ten lane facility teaching environment is hard to come by not just for the competitive teams but for the whole community.

II. CONSENT AGENDA

A. Appropriation Ordinance # 915

B. March 19, 2018 Council Minutes



Proclamation

Fair Housing Month

WHEREAS, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

WHEREAS, the City of Roeland Park is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

WHEREAS, the Fair Housing groups and the U.S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved, upon investigation, to be in violation of the fair housing laws; and

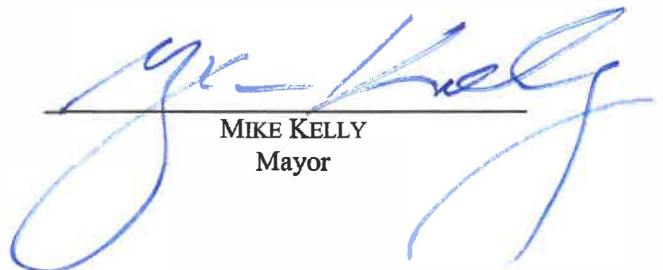
WHEREAS, equal housing opportunity is a condition of life in our City that can and should be achieved;

Therefore, be it resolved that Mayor Mike Kelly on behalf of its citizens of Roeland Park, proclaims the month of April

Fair Housing Month

And expresses the hope that this year's observance will promote fair housing practices throughout the City

Dated this 16th day of April, 2018.



MIKE KELLY
Mayor

Exhibit D: Project Location and Cost Estimate

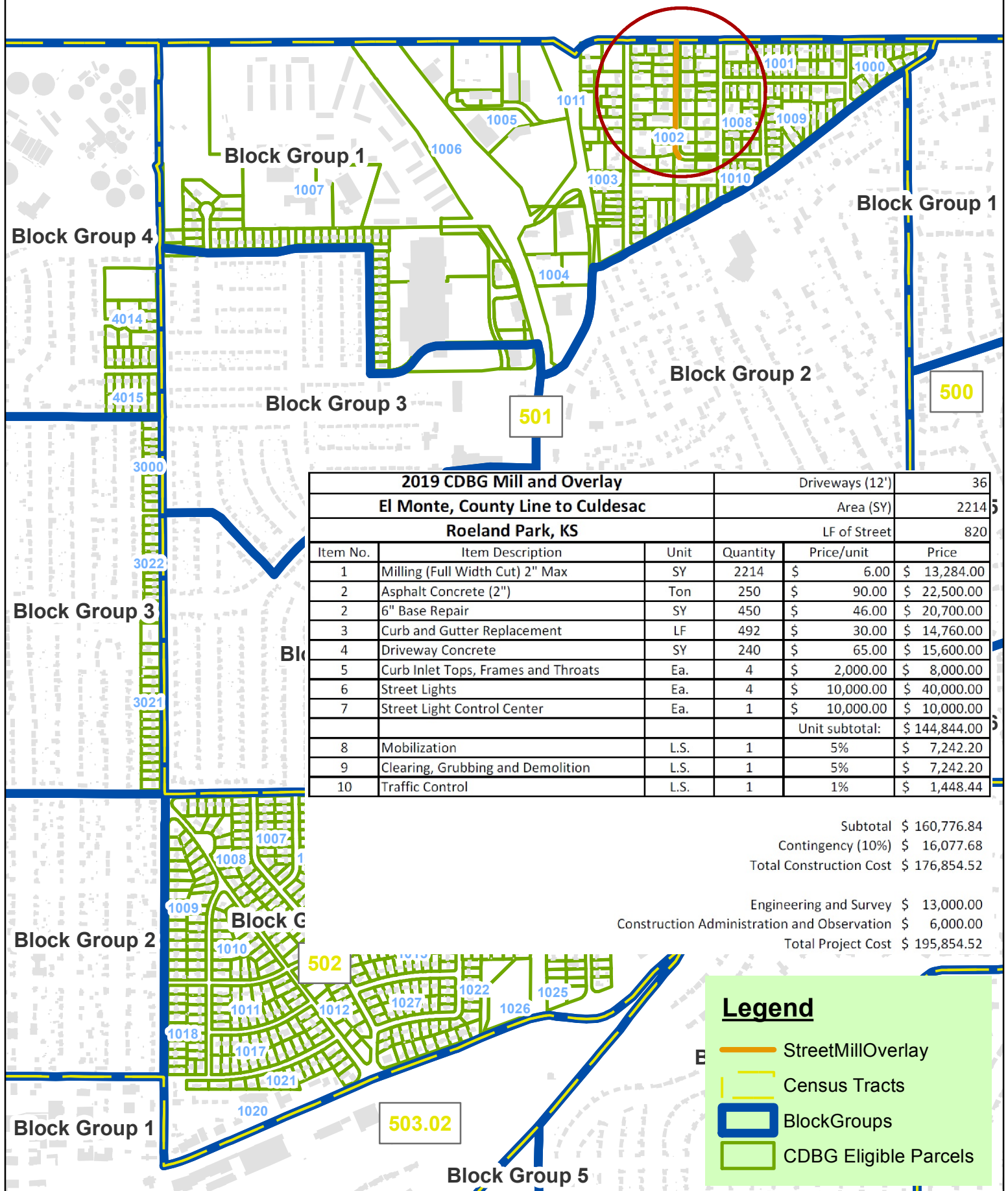
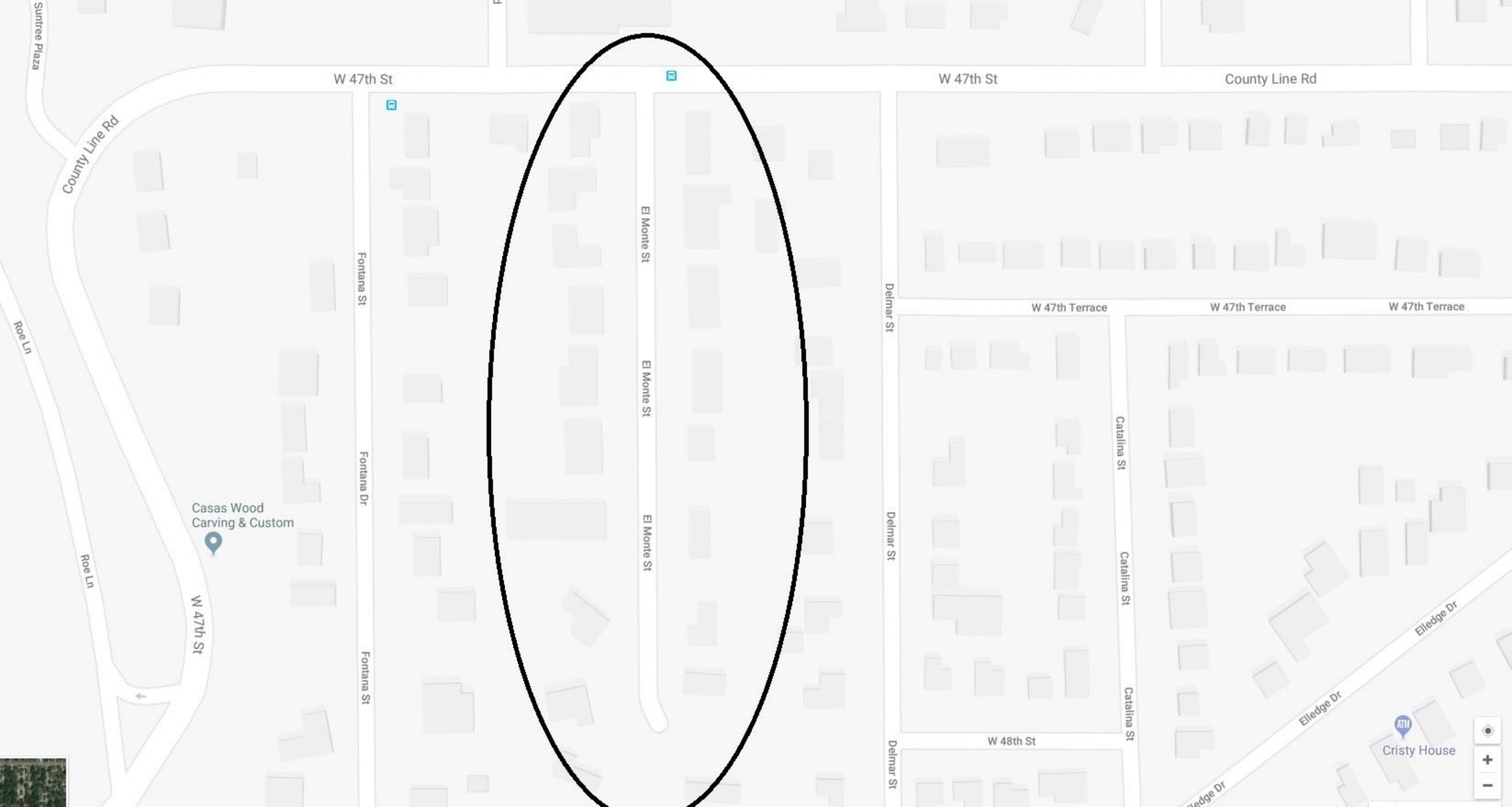


Exhibit E: Service Area Addresses

Addresses- Elmonte Street Project:

Number	Street Name
4708	Elmonte St
4712	Elmonte St
4716	Elmonte St
4724	Elmonte St
4730	Elmonte St
4740	Elmonte St
4800	Elmonte St
4808	Elmonte St
4816	Elmonte St
4811	Elmonte St
4801	Elmonte St
4747	Elmonte St
4731	Elmonte St
4721	Elmonte St
4725	Elmonte St
4709	Elmonte St
4707	Elmonte St
4704	47th St
4705	47th St



W 47th St

W 47th St

County Line Rd

County Line Rd

Fontana St

El Monte St

El Monte St

El Monte St

Delmar St

Delmar St

Delmar St

W 47th Terrace

W 47th Terrace

W 47th Terrace

Catalina St

Catalina St

Catalina St

W 48th St

Elledge Dr

Elledge Dr

Casas Wood Carving & Custom

Cristy House





LARKIN
LAMP RYNEARSON

9001 State Line Road Suite 200
Kansas City Missouri 64114
(816) 361-0440 www.LRA-inc.com

1/30/2019

2019 CDBG Mill and Overlay					
El Monte, County Line to Cul-de-sac					
Roeland Park, KS					
Item No.	Item Description	Unit	Quantity	Price/unit	Price
1	Force Account	Set	1	\$ 12,000.00	\$ 12,000.00
2	Mobilization	L.S.	1	\$ 7,500.00	\$ 7,500.00
3	Clearing, Grubbing and Demolition	L.S.	1	\$ 5,000.00	\$ 5,000.00
4	Traffic Control	L.S.	1	\$ 1,500.00	\$ 1,500.00
5	Erosion Control	L.S.	1	\$ 2,000.00	\$ 2,000.00
6	Asphalt Mill (2") (Full Width)	SY	2214	\$ 4.50	\$ 9,963.00
7	Asphalt Concrete Surface (2")	Ton	250	\$ 90.00	\$ 22,500.00
8	Base Repair (Asphalt) (4" Repair)	SY	450	\$ 60.00	\$ 27,000.00
9	Curb and Gutter (Type A) (Remove and Replace)	LF	492	\$ 35.00	\$ 17,220.00
10	Driveway (Residential) (6" Concrete)	SY	240	\$ 80.00	\$ 19,200.00
11	Curb Inlet Tops, Frames and Throats	Ea.	4	\$ 2,900.00	\$ 11,600.00
14	Sodding	SY	400	\$ 7.00	\$ 2,800.00
15	Contractor Construction Staking	LS	1	\$ 2,500.00	\$ 2,500.00

Total Construction Cost \$ 140,783.00

Engineering \$ 10,328.00
Construction Administration and Observation \$ 11,449.00
Material Testing \$ 2,111.75
City Project Administration \$ 703.92
Total Project Cost \$ 165,375.66

- Notes: 1. Assumes no survey or additional road easement / right-of-way will be required
2. No street light replacement and associated easements
3. Estimates half of the driveway aprons, 20% base repair, and 30% curb replacement

Item Number: New Business- VIII.-A.
Committee 2/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/30/2019
Submitted By: Staff
Committee/Department: Admin.
Title: **Council President Election**
Item Type: Other

Recommendation:

Details:

Attached city code regarding council president.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description
□ Council President

Type
Cover Memo

Sec. 1-203. - President of the Council.

- (a) Beginning on February 1, 2017, there shall be a President of the Council who shall serve a one year term and who shall be selected in accordance with the following procedure. At a Council meeting in February of each year, nominations shall be made and an election shall be held no later than the last Council meeting in February. Once the nominations are made, a brief five-minute speech will be allowed from each candidate. Upon election by a majority of the Councilmembers present, the President of the Council shall be elected for the next term. The Mayor does not have a tie breaking vote in the selection of the President of the Council. If a majority vote of Councilmembers present cannot be met, the following procedure shall be followed. If there are more than two nominations, the number of nominations shall be narrowed down to two and the process repeated. The top two vote getters shall move on. If there is a tie between the second or more vote getters, a coin flip shall decide who is in the top two. If there is a tie in the vote of the final two, a coin shall be flipped to determine the President of the Council. This process will be repeated annually each February.
- (b) The President of the Council shall have the following duties:
 - (1) Preside at meetings of the City Council in the absence of the Mayor while retaining all the privileges of a Councilmember;
 - (2) Preside at all Governing Body Workshops, given that Co-Chairs may present items specific to their assigned service area (i.e. Administration, Public Works, Public Safety or Finance);
 - (3) Participate in meetings or events on behalf of the Mayor when the Mayor cannot attend due to a schedule conflict; and
 - (4) Advise and consult with City staff when an urgent issue arises and the Mayor cannot be reached in a reasonable period of time after attempts to reach the Mayor have been made.

(Chart. Ord. No. 26, §§ 2, 3, 5, 1-21-2014; Chart. Ord. No. 33, § 1, 9-19-2016)

Note— At the discretion of the editor, the provisions of Chart. Ord. No. 26 §§ 2 and 3, pertaining to the President of the Council have been codified as § 1-203, above. Provisions of § 4 pertaining to the Acting President of the Council have been codified as § 1-203.1, below.

Item Number: New Business- VIII.-B.
Committee 2/18/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 1/4/2019
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Court Software**
Item Type: Other

Recommendation:

To approve purchase of court software and related hardware from Incode (Tyler Technologies) including data migration of 5 years of existing court records, per the terms expressed in the attached purchase agreement.

Details:

A comprehensive review of court system software options was completed as a result of finding the current Jayhawk Court and Jayhawk receipts software owned by the City did not interface with each other and that the court software does not have modern capabilities that will afford batch processing of warrants, letters, reports and notice fillings. Some of these procedures were not being completed due to a lack of staff time available to complete them. By switching to a more capable software the city will avoid paying overtime or adding additional staff to complete all necessary tasks. The program also allows for the Municipal Judge and Prosecuting Attorney to enter notes and decisions themselves vs hand writing notes that then must be entered by the court clerk. The system is designed so that as a case is adjudicated and steps completed the information is captured and posted to all dependent filing systems thereby eliminating opportunity for a person to forget to complete a step. The system creates the opportunity to achieve a process that does not depend upon paper records (eliminating the need to store paper records). Any paper documents generated in support of a case can be scanned and incorporated into a defendant's electronic case file.

The City solicited proposals for court software. 8 firms responded, The City Administrator, Detective, and Court Clerk reviewed and scored the submittals. Three firms were selected to present demonstrations on their systems. Court clerks from Mission and Shawnee also sat in on the demonstrations to provide insight on their experience with the different software programs that they have experience working with.

Incode was the unanimous preferred software by the city staff on the interview panel for the reasons described above in addition Incode is the most widely used court software program in the Kansas City metro, providing for two additional benefits: 1. In the event we are short staffed a larger pool of court clerks familiar with the system are available to lend assistance, 2. Because Incode has a concentration of clients in Kansas City they regularly offer training in Kansas City.

Incode is a software that continues to be refined and supported by a well respected leader in the field of municipal software providers. A software change of this magnitude should be approached with the intent that the system will be retained for a minimum of 10 years. Migrating data from one court software system to another is costly to the City and time consuming for city staff, a purchase such as this should be based upon the ability and track record of the vendor, NOT upon price.

The total cost for the first year is \$61,271 which includes all software, hardware data migration, training, updates, and maintenance. The 2nd year cost will be \$9,729, covering maintenance and updates. We estimate the total cost over the initial 5 years to be \$101,369. A subscription pricing model was also provided as an option, the total cost over the initial 5 years for the subscription is estimated at \$120,150. Because the subscription option results in a higher 5 year cost and the per citation fee is subject to adjustment staff recommends the purchase option.

Acquiring a new court software is not in the 2019 budget. The General Fund would be the appropriate funding source. The year ended 12/31/18 General Fund balance is higher than anticipated due to more revenue and less expense than budgeted. Although all 2018 journal entries are not complete staff is confident the General Fund year end balance will be more than \$100,000 greater than projected at mid-year. This is sufficient to cover the first year total cost of a new court software.

The 2018 Objective to get the court software, permitting/licenses software and receipts software all to interface brought staff to the conclusion that expending resources for interface patches for the two Jayhawk programs we own was an unwise investment. The existing court software does not have the ability to automate repetitive tasks and it is not being developed by the owner. It makes financial sense to invest in a program that has the most advanced capabilities offered in the market (Incode) that should serve the City for decades to come.

With council approval of the purchase staff will reflect the expense in the "Projected 2019 Budget" numbers as we work on the 2020 budget.

Financial Impact

Amount of Request: Option 2: in 2019 \$61,271 (\$51,542 hardware/software/data migration + \$9,729 maintenance fee)	
Budgeted Item?	Budgeted Amount: \$0
Line Item Code/Description:	

Additional Information

The costs above have been updated to reflect some price decreases provided from Incode following the previous meeting.

The City paid \$9,710 in 2014 for the Jayhawk Court and Receipts modules. The City pays \$1,500 per year for maintenance/support to Jayhawk for the court and receipts software.

Adding a part time court clerk to work 10 hours per week would cost \$10,000/year. The increase in annual software maintenance fees is \$8,229 (\$9,729 Incode Annual Fee - \$1,500 Jayhawk Annual Fee), which is less than the cost of adding additional part time staff.

Preliminary financials from year-end indicate the City's revenue from court fees, fines and bond forfeitures was \$366,707 in 2018, with \$319,313 in fines, \$27,865 in court fees and \$19,529 in bond forfeitures.

Adding a software fee to each citation to cover software costs is possible but state law makes accounting for the fee cumbersome. The funds must be kept in a separate checking account from other resources. Increasing the fine amount accomplishes the same goal without the accounting restrictions. Staff will compare Court Costs and Fine totals for other JOCO communities and present the findings along with a recommendation in 2019.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
❏ Purchase Agreement with Incode	Cover Memo
❏ Court Software Presentation	Cover Memo
❏ Incode Court Software Clients in KS	Cover Memo
❏ Incode Court Software Clients in MO	Cover Memo
❏ Court Software RFP and Demo Scoring Summary	Cover Memo
❏ Incode Court Software RFP	Cover Memo
❏ Court Software RFP Document	Cover Memo



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Roeland Park.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.



- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at

<https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.
5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment

to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR**

PURPOSE.

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this

Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied,

or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Roeland Park

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Roeland Park
4600 W 51st Street; Suite 200
Roeland Park, KS 66205
Attention: _____



Exhibit A

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: John Hardin
 Quote Expiration: 5/4/2019
 Quote Name: Roeland Park KS - Court
 Quote Number: 2018-60597
 Quote Description: Roeland Park KS - Court

Sales Quotation For
 City of Roeland Park
 4600 W 51st St Ste 200
 Roeland Park , KS 66205-3501
 Phone: +1 (913) 722-2600

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	\$5,445	32	\$3,200	\$0	\$8,645	\$1,361
Incode Court Suite						
Criminal Court Case Mgt	\$6,600	52	\$5,200	\$13,000	\$24,800	\$1,650
Cashiering	\$0	4	\$400	\$0	\$400	\$0
Citation Issuing Device Interface	\$4,000	0	\$0	\$0	\$4,000	\$1,000
General Ledger (non-Incode) Interface	\$3,575	0	\$0	\$0	\$3,575	\$894
Collection Agency Export Interface	\$1,650	0	\$0	\$0	\$1,650	\$413
Court Payment Import (Generic Interface)	\$2,500	4	\$400	\$0	\$2,900	\$625
<i>Sub-Total:</i>	<i>\$23,770</i>		<i>\$9,200</i>	<i>\$13,000</i>	<i>\$45,970</i>	<i>\$5,943</i>
<i>Less Discount:</i>	<i>\$2,378</i>					<i>\$594</i>
TOTAL:	\$21,392	92	\$9,200	\$13,000	\$43,592	\$5,349

Tyler Software and Related Services - Annual

Description	One Time Fees			Annual Fee
	Impl. Hours	Impl. Cost	Data Conversion	
Incode Court Suite				
Court IVR	0	\$0	\$0	\$0
Tyler Hosted Applications				
Court Online Component	0	\$0	\$0	\$1,080
Notifications for Court	0	\$0	\$0	\$0
Tyler U	0	\$0	\$0	\$535
Online Record Search	0	\$0	\$0	\$2,475
<i>Sub-Total:</i>		<i>\$0</i>	<i>\$0</i>	<i>\$4,090</i>
TOTAL:	0	\$0	\$0	\$4,090

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$5,000	\$5,000	\$0
Online Application -Set up fee	1	\$800	\$800	\$0
TOTAL:			\$5,800	\$0

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	\$1,050	\$0	\$1,050	\$182	\$0	\$182
Media Plus Automated Cash Drawer -Black NEW	1	\$250	\$0	\$250	\$72	\$0	\$72
Canon DR-C225 Sheetfed Scanner - VV7373	1	\$450	\$0	\$450	\$0	\$0	\$0
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	1	\$400	\$0	\$400	\$36	\$0	\$36
TOTAL:				\$2,150			\$290

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$21,392	\$5,349
Total Tyler Annual	\$0	\$4,090
Total Tyler Services	\$28,000	\$0
Total Third Party Hardware, Software and Services	\$2,150	\$290
Summary Total	\$51,542	\$9,729
Contract Total	\$61,271	

Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Incode Court Suite				
Court Case Management -Conversion	8	\$100	\$5,000	\$5,800
Warrants & Judgements -Conversion	4	\$100	\$1,500	\$1,900
Court -Fee Instance, Payment Plans, Restitution -Conversion - Conversion	8	\$100	\$4,500	\$5,300
Total:				\$13,000



**Tyler Technologies agrees not to increase Annual Maintenance Fees more than 2% annually for first Five Years of the agreement.

- Incode Court Online component displays citations for payment, payment plans, payment options, deferred disposition. Make payments, collects pleas from defendants, security SSL(secure socket layer), payment processing (credit card), and payment packet is created to be imported to Court system. Note that the defendant pays \$2.50-\$3.50 fee per transaction for payment on-line.
- Incode Notification for Courts (\$.20 per violation) - defendant notification by phone. Calls can be made for citation issued, court date reminders, court date missed and notification of next step, warrant issued, and payment plan due date reminder etc. Case is updated after each call. Call can be taken live, a message left, or no answer (court creates unique message for each call type and call can be in English or Spanish). The call can go to the attorney rather than the defendant. Incode Notification for Courts (\$.20 per text) - Defendant notification by text. Text can be made for the citation issues, court date reminder, court date missed and notification of next step, warrant issued, and payment plan due date reminder. Note: The Court will be billed by Tyler Technologies quarterly for the calls/texts conducted. The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with the setup and creation of the campaigns. Trial offer is free for 30 days and the campaign is limited to a one year time frame. Both campaigns must be used within the 30 day time frame. If more than 2 campaigns are used, then the customer will be billed for the additional campaigns.
- Court Case Management conversion includes basic case data.
- IVR solution for Court- The payment packet is created in centralized cash collections, the IVR system gives the defendant the balance owed on the citation, the defendant makes the payment by phone and the citation is updated with the payment record. Note: There is a \$2.50 per transaction fee associated with IVR that will be paid by the client unless Tyler is instructed by the client to pass along to the user at time of payment.



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

- 1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.
- 1.2 *Subscription Fees:* Your initial subscription fees for Tyler Notify are invoiced when we make the product available to you. Subsequent subscription fees are due annually in advance on the anniversary of that date at our then-current rates.
- 1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. We agree not to increase maintenance and support fees by more than 2% per year for years two (2) through five (5).

2. Professional Services.

- 2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you



the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.5 *Tyler Notify Minutes and Messages*: Tyler Notify Minutes and Messages are invoiced when we make Tyler Notify available to you. Subsequent fees for minutes and messages, at our then-current rates, will be due when you request additional minutes and messages and they are made available to you.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B

Schedule 1

Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.



4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.
5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C

Schedule 1

Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services:* Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Court On-Line:* Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our InCourt Municipal Court System.
2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or OpenEdge to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.
5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.
6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.



7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Exhibit E
Statement of Work

Statement of Work

Tyler Technologies

Prepared for:

City of Roeland Park KS

Keith Moody

4600 W. 51st Street, Roeland Park, KS 66205

Prepared by:

John Hardin

5519 53rd Street, Lubbock, TX 79414

Tyler Technologies, Inc.

www.tylertech.com

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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer City of Roeland Park KS the opportunity to make the City of Roeland Park more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the City of Roeland Park's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Incode	Court
Tyler Content Manager	Document Management

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City of Roeland Park's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the City of Roeland Park collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City of Roeland Park steering committee become the escalation points to triage responses prior to escalation to the City of Roeland Park and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City of Roeland Park and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the City of Roeland Park's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The City of Roeland Park's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The City of Roeland Park project manager(s) will be responsible for reporting to the City of Roeland Park steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The City of Roeland Park steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the City of Roeland Park project manager(s) and the Project and through participation in regular internal meetings, the City of Roeland Park steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The City of Roeland Park steering committee also provides support to the City of Roeland Park project manager(s) by communicating the importance of the Project to all impacted departments. The City of Roeland Park steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for

making timely decisions on critical project issues or policy decisions. The City of Roeland Park steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The City of Roeland Park's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the City of Roeland Park steering committee, project manager(s), and functional leads to make critical business decisions for the City of Roeland Park.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the City of Roeland Park. As requested by the City of Roeland Park, the Tyler project manager(s) provide regular updates to the City of Roeland Park's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the City of Roeland Park management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at

the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The City of Roeland Park shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the City of Roeland Park does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City of Roeland Park does not agree the particular Deliverable or Control Point meets requirements, the City of Roeland Park shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City of Roeland Park shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City of Roeland Park does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The City of Roeland Park has the ability allocate additional internal resources if needed. The City of Roeland Park also ensures the alignment of their budget and Scope expectations.
- The City of Roeland Park and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and City of Roeland Park provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the City of Roeland Park project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the City of Roeland Park project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- City of Roeland Park users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The City of Roeland Park is responsible for making decisions based on the options available.
- In the event the City of Roeland Park may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the City of Roeland Park's responsibility to define, document, and implement.
- The City of Roeland Park makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.

- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.
- The City of Roeland Park will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The City of Roeland Park is readily able to product the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The City of Roeland Park understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the City of Roeland Park may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the City of Roeland Park to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The City of Roeland Park ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The City of Roeland Park is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially install the most current generally available version of the purchased Tyler software.
- The City of Roeland Park will provide network access for Tyler modules, printers, and Internet access to all applicable City of Roeland Park and Tyler project staff.
- The City of Roeland Park has in place all hardware, software, and technical infrastructure necessary to support the Project.
- The City of Roeland Park's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the City of Roeland Park does not meet minimum standards of Tyler's published specifications.

3.5 Education

- Throughout the Project lifecycle, the City of Roeland Park provides a training room for Tyler staff to transfer knowledge to the City of Roeland Park's resources, for both onsite and remote sessions. The City of Roeland Park will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the City of Roeland Park will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The training room is set up in a classroom setting. The City of Roeland Park determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.
- The City of Roeland Park provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a City of Roeland Park provided projector, allowing all attendees the ability to actively engage in the training session.
- The City of Roeland Park testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.
- The City of Roeland Park is responsible for verifying the performance of the Modification as defined by the specification.
- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “work packages.” The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a “Control Point”, confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of City of Roeland Park and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. City of Roeland Park participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the City of Roeland Park with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. City of Roeland Park participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City of Roeland Park's team. During this step, Tyler will work with the City of Roeland Park to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The City of Roeland Park provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the City of Roeland Park's site. The City of Roeland Park completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by City of Roeland Park and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

City of Roeland Park stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
 - Objective: Update and deliver baseline management plans to reflect the approach to the City of Roeland Park's Project.
 - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
 - Acceptance criteria: City of Roeland Park reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
 - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
 - Scope: Task list, assignments and due dates
 - Acceptance criteria: City of Roeland Park acceptance of schedule based on City of Roeland Park resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete
-

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current City of Roeland Park business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring City of Roeland Park collaboration. The City of Roeland Park shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

City of Roeland Park and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the City of Roeland Park, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the City of Roeland Park's Legacy System Applications to the Tyler system. Tyler staff and the City of Roeland Park work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract		A	I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the City of Roeland Park's responsibility to ensure the third party program operates or accesses the data correctly.

The City of Roeland Park and Tyler project manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3 rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The City of Roeland Park reviews the specifications and confirms they meet City of Roeland Park's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a City of Roeland Park business process change. It is the responsibility of the City of Roeland Park to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for City of Roeland Park approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the City of Roeland Park will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

City of Roeland Park and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either City of Roeland Park-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
 - Objective: Gather and document information related to City of Roeland Park business processes for current/future state analysis as it relates to Tyler approach/solution.
 - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
 - Acceptance criteria: City of Roeland Park acceptance of completed Questionnaire based on thoroughness of capturing all City of Roeland Park business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
 - Objective: Define data conversion approach and strategy.
 - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
 - Acceptance criteria: Data conversion document(s) delivered to the City of Roeland Park, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
 - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the City of Roeland Park's needs.
 - Scope: Design solution for Modification.
 - Acceptance criteria: City of Roeland Park accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
 - Objective: Provide specifications for each City of Roeland Park in Scope form, Report and output requirements.
 - Scope: Complete Forms package(s) included in agreement and identify Report needs.
 - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
 - Objective: Installation of purchased Tyler software.
 - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the City of Roeland Park is hosted.
 - Acceptance criteria: Tyler software is successfully installed and available to authorized users, City of Roeland Park team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.
- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the City of Roeland Park's needs identified during the Assess and Define Stage, preparing the City of Roeland Park for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the City of Roeland Park to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the City of Roeland Park Power Users to prepare them for the Validation of the software. The City of Roeland Park collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the City of Roeland Park, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the City of Roeland Park reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the City of Roeland Park to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the City of Roeland Park tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3 rd Party Data Exchange Validation																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3 rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3 rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the City of Roeland Park for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER								CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the City of Roeland Park tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
 - Objective: Convert Legacy System data into Tyler system.
 - Scope: Data conversion program complete; deliver converted data for review.
 - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
 - Objective: Provide instructions to the City of Roeland Park to verify converted data for accuracy.
 - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
 - Acceptance criteria: City of Roeland Park accepts data conversion delivery; City of Roeland Park completes data issues log.
- Installation of Modifications on the City of Roeland Park's server(s) *except for hosted Clients
 - Objective: Deliver Modification(s) in Tyler software.
 - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
 - Acceptance criteria: Delivery of Modification(s) results in objectives described in the City of Roeland Park-signed specification.
- Standard Forms & Reports Delivered
 - Objective: Provide Standard Forms & Reports for review.
 - Scope: Installation of all Standard Forms & Reports included in the Agreement.
 - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The City of Roeland Park and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the City of Roeland Park review the final Cutover plan. A critical Project success factor is the City of Roeland Park understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

City of Roeland Park and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the City of Roeland Park for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C						I	I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The City of Roeland Park performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day City of Roeland Park processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. City of Roeland Park users who attended the Tyler sessions may train any City of Roeland Park users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
 - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
 - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
 - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
 - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
 - Scope: Testing steps for Standard business processes.
 - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

4.6 Production Cutover (Stage 5)

City of Roeland Park and Tyler resources complete tasks as outlined in the Production Cutover Plan and the City of Roeland Park begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the City of Roeland Park transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The City of Roeland Park provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The City of Roeland Park may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the City of Roeland Park during Production Cutover activities. The City of Roeland Park transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the City of Roeland Park to the Tyler Support team, who provides the City of Roeland Park with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with City of Roeland Park project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
 - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
 - Scope: Final passes of all conversions completed in this Phase.
 - Acceptance criteria: Data is available in production environment.
- Support transition documents
 - Objective: Define strategy for on-going Tyler support.
 - Scope: Define support strategy for day-to-day processing, conference call with City of Roeland Park Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
 - Acceptance criteria: the City of Roeland Park receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The City of Roeland Park moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The City of Roeland Park and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the City of Roeland Park project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
 - Objective: Provide comparison of contract Scope and Project budget.
 - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
 - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City of Roeland Park's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the City of Roeland Park's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the City of Roeland Park steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends City of Roeland Park steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Prepares and presents contract milestone sign-offs for acceptance by City of Roeland Park project manager(s).
 - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning

- Update and deliver Implementation Management Plan.
- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with City of Roeland Park project manager(s) to plan and schedule project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Scope and budget of Project; establishes process and approval matrix with the City of Roeland Park to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
 - Establishes risk/issue tracking/reporting process between the City of Roeland Park and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the City of Roeland Park any items that may impact the outcomes of the Project.
 - Collaborates with the City of Roeland Park's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
 - Sets a routine communication plan that will aide all project team members, of both the City of Roeland Park and Tyler, in understanding the goals, objectives, current status and health of the project.
- Team Management
 - Acts as liaison between project team and Tyler manager(s).
 - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and adjusts as necessary.
 - Interfaces closely with Tyler developers to coordinate program Modification activities.
 - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the City of Roeland Park following configuration.
- Assists during Production Cutover process and provides production support until the City of Roeland Park transitions to Tyler Support.

- Provides product related education.
- Effectively facilitates training sessions and discussions with City of Roeland Park and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the City of Roeland Park's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the City of Roeland Park on the status and resolution of reported issues.

5.2 City of Roeland Park Roles and Responsibilities

City of Roeland Park resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 City of Roeland Park Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the City of Roeland Park steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 City of Roeland Park Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.

- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City of Roeland Park Policies

5.2.3 City of Roeland Park Project Manager

The City of Roeland Park shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City of Roeland Park project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from City of Roeland Park to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
 - Validates contract compliance throughout the Project.
 - Ensures invoicing and Deliverables meet contract requirements.
 - Acts as primary point of contact for all contract and invoicing questions.
 - Signs off on contract milestone acknowledgment documents.
 - Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
 - Review and acknowledge Implementation Management Plan.
 - Defines project tasks and resource requirements for City of Roeland Park project team.
 - Collaborates in the development and approval of the initial Project Plan and Project Plan.
 - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.
- Implementation Management
 - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
 - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
 - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the City of Roeland Park and Tyler and takes all necessary steps to

proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.

- Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
- Routinely communicates with both City of Roeland Park staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.
- Team Management
 - Acts as liaison between project team and stakeholders.
 - Identifies and coordinates all City of Roeland Park resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
 - Provides direction and support to project team.
 - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
 - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
 - Assesses team performance and takes corrective action, if needed.
 - Provides guidance to City of Roeland Park technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
 - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 City of Roeland Park Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to City of Roeland Park project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Presentation
 - Implementation Management Plan development
 - Schedule development

- Maintenance and monitoring of risk register
- Escalation of issues
- Communication with Tyler project team
- Coordination of City of Roeland Park resources
- Attendance at scheduled sessions
- Change Management activities
- Modification specification, demonstrations, testing and approval assistance
- Conversion Analysis and Verification Assistance
- Decentralized End User Training
- Process Testing
- User Acceptance Testing

5.2.5 City of Roeland Park Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on City of Roeland Park business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to City of Roeland Park staff during and after implementation.

5.2.6 City of Roeland Park End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 City of Roeland Park Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from City of Roeland Park's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for City of Roeland Park third party Data Exchanges.

- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 City of Roeland Park Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City of Roeland Park's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with City of Roeland Park and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 City of Roeland Park Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 City of Roeland Park Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.
-
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6 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes “Test Cases” to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Incode Conversion Summary

7.1 Court Case Management - Standard

- Name Information (Defendant, Address, Physical Attributes, Identification Numbers, Phone Numbers)
- Vehicle Information (Tag Number, Make, Model, Style, Color, VIN)
- Officer Information (Officer Name, Badge Number, Rank, Email)
- Offense Code Information (Offense Code, Offense Description, Statute/Ordinance)
- Case Information (Citation Number, Case Officer, Violation Date, Violation Location, PD Case Number, Docket Number, Comments)
- Witness Information (Witness Type, Subpoena Date)
- Disposition Information (Case Status, Plea, Judge, Court Location, Conviction Date, Plea Date, Attorney)
- Conversion History Information (Read only format)
- Payment Information (Fines/Fees assessed, Fines/Fees Paid, Non-Cash payments, Receipt Number, Payment Date, Payment Amount)
- Warrant Information (Warrant Type, Issue Date, Served Date, Canceled/Recalled Date, Region Number, Status, Comments, Officer Assigned) – available only when associated with a citation
- Bond Information (Bond Type, Posted Date, Applied/Refunded/Forfeited Date, Bond Number, Posted By, Bond Amount, Status)
- Payment Plan Information (Initial Payment Amount, Payment Date, Next Payment Date, Next Payment Amount) - Tyler will need a copy of the Payment Plan data to determine if the data is clean enough to convert.



New Court Software- Council Presentation

JANUARY 2019

Background On How We Arrived Here

- ▶ A 2018 Objective to create interfaces between the different software systems operated at City Hall was the force behind the effort.
- ▶ In assessing if interfaces were possible along with the cost of creating the interface staff concluded that investing more into the existing Jayhawk court and receipts modules was an unwise investment due to the limited capability of the software, the fact that Jayhawk is not developing the programs further and J Hawk could not confirm that they could create interfaces with Citizen Serve (our permitting and licensing software).
- ▶ Our initial investigations indicated that other court systems were capable of more batch processing of repetitive tasks and that some of these repetitive tasks were not being completed due to limited time available. To complete all tasks that should be completed in a timely manner, addition staff hours would be needed unless the court system could accomplish these tasks.
- ▶ This lead staff to the conclusion that a comprehensive process (RFP with demonstrations and interviews) to assess the capabilities of other court software providers should be completed.

Background on the Current Court Software Used (Summit and Jayhawk):

- ▶ Summit is used on a “View Only” basis due to older cases not being converted over to Jayhawk Software. This software is used to look up old cases where defendants driver’s license are suspended and they need reinstated as well as various history requests from Probation/Parole offices, County Adult Court Services and employment verification.
 - ▶ We pay an annual fee for this service.
- ▶ Our current Court Software is Jayhawk, which was purchased at the end of 2014, functional early 2015.
- ▶ The Judge has signed Administrative Order No. 9 that allows the Court Clerk to dispose of cases that have an occurrence date that is more than 5 years old. This will assist with the cost of “converting” data from our current Software to the new Software.

Inhibitors within Jayhawk Court software:

- ▶ Does not do “batching” which is a VERY important feature within the Court system, as it is a time saver in relation to preparing Warrants, Failure to Appear letters and continuing cases after Court.
- ▶ Currently we have cases that need warrants prepared. These go back to 3/27/18, a stack approximately 4” high.
- ▶ Currently we have cases that need 30 day letters prepared and sent out. These go back to 8/28/18, stack approximately 3” high.
- ▶ Currently we have cases to be sent to Collections. These go back to 8/22/18, stack approximately 2 ½” high.

Summary of RFP Process

- ▶ We had 8 Court Software Companies reply to our RFP.
- ▶ Through a scoring/rating sheet we invited the top three preferred Companies to interview and provide demonstrations of their software.
- ▶ We completed the scoring/rating sheet reflecting the RFP scores and the interview/demo scores for the three firms interviewed to arrive at the preferred provider.
- ▶ Tyler Technologies/InCode had the highest score and was the unanimous preferred provider.

Firms Interviewed

Caselle

- ▶ One-time Cost \$20,600.00 (includes 1 user and current year data only)
 - ▶ Plus additional \$2,000 per user (we will need at least 3 – IT, police clerk & city)
 - ▶ Total one-time cost = \$26,600.00
- ▶ Annual Cost \$5,712 + \$1,800 (\$600 each additional users)
 - ▶ Total annual cost = \$7,512
 - ▶ Currently they have no Kansas Courts on their references

Justice Systems – Full court

- ▶ One-time Cost \$77,080.00 (includes 3 users)
 - ▶ Plus additional \$5,000 for 1 user
 - ▶ Total one-time cost = \$82,080
- ▶ First year Recurring Cost \$6,920.00
- ▶ Future year pricing not submitted in proposal

Tyler Incode

- ▶ One-time Cost \$53,920.00
- ▶ Annual Cost \$10,810

Information on Tyler - Incode

- Version 10 of the Tyler Court Software is very close to being paper “Free”. When letters or documents are prepared an electronic copy is automatically saved to the defendant’s file within the database. No other software provider interviewed was able to achieve a nearly paperless court process.
- The Judge and Prosecuting Attorney will be able to enter docket notes directly into the defendant’s case file during Court, this avoids hand written notes that are then transcribed by the court clerk into the court system. This saves time for the court clerk and eliminates opportunity for human error.
- Tyler offers other software modules (budgeting, general ledger, payables, permits) that we can add on at any time.
- Implementation of the Tyler court software is estimated to take 6 to 9 months.

Tyler – Incode cont.

- Tyler can automatically add \$5.00 late fee to each case and print late notices, in Spanish or English versions, a time saver for the court clerk.
- Already interfaced with Digi-Ticket.
- Allows more than one defendant window to be open at a time, this allows the court clerk, judge and prosecutor to be working on more than one file at a time, this saves time not having to close a file and go into another file.
- Receipts are handled within Tyler which will export G/L data files for processing into the General Ledger maintained by Miller Accounting.
- Tyler can put a link on our website where defendants can verify their own Court date. (time saver for clerks, eliminating phone calls)
- With Tyler we can have as many users as we'd like, no additional charge.

PROTECTING YOUR INVESTMENT FOR YEARS TO COME

Tyler's "Evergreen" Development Philosophy insures that the City will always have industry-leading functionality that utilizes current technology. As part of our annual support fee, all enhancements to our software are provided at no additional charge. This allows our user to continue to take advantage of new advances without having to relicense the software. Additionally, these enhancements are delivered in manageable upgrades that do not require a complete reimplementation of the software.

COURT SOLUTION OVERVIEW

The Incode Court Case Management solution is a fully integrated, graphical application that also provides excellent document management, cash bond management, program tracking, and so much more. Utilizing a variety of user-defined options, the court system can be configured to fit your individual needs. Easily create master files for persons, vehicles, officers, attorneys, etc. eliminates the need to re-enter existing information for every case or citation. The existing information can be easily located and attached to a new case. This eliminates duplicating information and therefore saves time and disk space.

COURT SOLUTION OVERVIEW cont.

In the public sector, the average lifespan of a software purchase is five to seven years; Incode has a retention rate of over 99%, which means once an organization joins our team they basically never change their software products again. Tyler provides on-going development to continually provide enhancements to keep the software fresh while continuing to meet all state requirements. Our feature-rich court system will improve your court's efficiency, accuracy, and overall abilities to meet the demanding needs of today's court systems.

DOCKETING

Tyler's Incode Court Case Management provides a live check in process so that Defendant's appear in the order that they arrived.

All cases on the selected docket automatically appear on the live docket screen allowing for fast, efficient adjudication of the cases without having to search for each Defendant or case. Cases can be updated in a batch as well, such as rescheduling a specific attorney's cases.

WARRANTS

Warranted cases display in red on the screen, as well as marking each name and case with a “W” to ensure the staff notice the warrant. Photos of the violator can be printed directly on the warrant, as well as any desired descriptors.

Warrants can be created in a batch process, or on a case by case basis. Warrants can easily be updated with attempts to serve, including notes on why you were unable to serve. Payments, or the posting of bonds, can automatically clear the warrant.



Key Issues and Considerations

KEY ISSUES AND CONSIDERATIONS

PAPERLESS COURT WITH TYLER

THE RIGHT TECHNOLOGY FOR SUCCESS

From the first incident that triggers a case—a ticket, notice or fine—dozens or even hundreds of pieces of paper can be generated. Multiply the number of documents and notices by the number of cases a court handles a year, and the amount of paper can be staggering. Depending on the size of the court, it can, over time, literally fill complete rooms and cover the length of football fields.

Considering the sheer volume, converting to a paperless system can be overwhelming to beleaguered courts already burdened with reduced budgets and smaller staffs. While technology is the obvious solution, the instinct is to believe it might be too expensive, complicated or impractical.

Incode's paperless court solution improves efficiency by automating formerly manual processes, eliminating data duplication and reducing human error. In a high-volume court, implementing Incode's batching capabilities for warrants alone could save hundreds of hours of manpower each week. By electronically posting warrants, letters and defendant communication directly to the electronic file rather than printing and filing, you'll save hundreds of thousands of pieces of paper a year—and their associated costs—as well as countless hours, freeing your staff to handle more important tasks.

The Incode Court Case Management system is intuitive, cost effective and includes the features you need to make the paperless court a reality.

EMPOWER PAPERLESS CASE MANAGEMENT

Case management, the heart of your court system, is the place where you can see the most immediate impact of going paperless. The efficiency and productivity can revolutionize the way you conduct court, save hundreds of man hours weekly, reduce expenses and minimize human error.

- Eliminate printed dockets and case files from the courtroom.
- Search for, and locate, files in seconds rather than hours or days.
- Multiple users in different locations can view documents simultaneously.
- View and interact with every item associated with the object of a search with one-touch access.
- Access media attached to case files such as dashboard camera video, traffic light camera shots and driver's license scans.
- Safely and securely back up and archive court files and associated documentation.
- Integrate with public safety solutions to import citations, police case records and warrants.

Incode - 2 Pricing Scenarios

- ***5 year contract on a subscription basis where we pay a monthly fee:***
 - Tyler is agreeable to a \$8.01 per citation pricing for 5 years on a quarterly or annual payment, not monthly.
- ***A software purchase approach where we lock in the annual maintenance/renewal fee for 5 years:***
 - Tyler is agreeable to the following: 1st year no fee, years 2-3 no increase, years 4-5 not to exceed 3%.

- ***Option 1 – Subscription Basis, paid quarterly***

- 5 year contract on a per citation fee of \$8.01
- 3,000 citations a year x \$8.01 = \$24,030 per year
- \$24,030 second year
- \$24,030 third year
- \$24,030 fourth year
- \$24,030 fifth year = \$120,150 for 5 years

- ***Option 2 – Purchase - One-time Cost + Annual Cost (per RFP)***

- $\$53,920 + \$10,810 = \$64,730$ first year
- \$10,810 second year
- \$10,810 third year
- \$10,810 fourth year + renewal fee (not to exceed 3%) $\$1,617.60 = \$12,427.60$
- \$10,810 fifth year + renewal fee (not to exceed 3%) $\$1,617.60 = \$12,427.60$
- Total of \$111,205 for 5 years

Customer	City	Industry	Sub-Industry	Population
City of Andover	Andover	Municipal	Administration	13,111
City of Arkansas City	Arkansas City	Municipal	Administration	11,866
City of Atchison	Atchison	Municipal	Administration	10,636
City of Baxter Springs	Baxter Springs	Municipal	Administration	3,958
City of Caney	Caney	Municipal	Administration	2,026
City of Chanute	Chanute	Municipal	Administration	9,054
City of Coffeyville	Coffeyville	Municipal	Administration	9,481
City of Columbus	Columbus	Municipal	Administration	3,096
City of Concordia	Concordia	Municipal	Administration	5,099
City of De Soto	de Soto	Municipal	Administration	6,107
City of Derby	Derby	Municipal	Administration	23,673
City of El Dorado	El Dorado	Municipal	Administration	12,993
City of Eudora	Eudora	Municipal	Administration	6,329
City of Fort Scott	Fort Scott	Municipal	Administration	7,813
City of Gardner	Gardner	Municipal	Administration	21,583
City of Garnett	Garnett	Municipal	Administration	3,253
City of Hays	Hays	Municipal	Administration	20,845
City of Hesston	Hesston	Municipal	Administration	3,782
City of Hutchinson	Hutchinson	Municipal	Administration	40,772
City of Independence	Independence	Municipal	Administration	8,729
City of Junction City	Junction City	Municipal	Administration	22,988
City of Lansing	Lansing	Municipal	Administration	11,947
City of Larned	Larned	Municipal	Administration	3,855
City of Lenexa	Lenexa	Municipal	Administration	53,553
City of Lindsborg	Lindsborg	Municipal	Administration	3,268
City of Maize	Maize	Municipal	Administration	4,557
City of Manhattan	Manhattan	Municipal	Administration	54,832
City of Mulvane	Mulvane	Municipal	Administration	6,359
City of Newton	Newton	Municipal	Administration	18,869
City of Osage City	Osage City	Municipal	Administration	2,796
City of Osawatomie	Osawatomie	Municipal	Administration	4,298
City of Ottawa	Ottawa	Municipal	Administration	12,342
City of Park City	Park City	Municipal	Administration	7,729
City of Parsons	Parsons	Municipal	Administration	9,761
City of Pittsburg	Pittsburg	Municipal	Administration	20,216
City of Prairie Village	Prairie Village	Municipal	Administration	22,368
City of Rose Hill	Rose Hill	Municipal	Administration	3,980
City of Russell	Russell	Municipal	Administration	4,463
City of Spring Hill	Spring Hill	Municipal	Administration	6,618
City of Valley Center	Valley Center	Municipal	Administration	7,300
City of Wellington	Wellington	Municipal	Administration	7,822
City of Wellsville	Wellsville	Municipal	Administration	1,809

8 KC metro communities on the KS side

Incode Court Software Users in MO and KS

Customer	City	Industry	Sub-Industry	Population
City of Albany	Albany	Municipal	Administration	1,699
City of Ava	Ava	Municipal	Administration	2,896
City of Bates	Bates City	Municipal	Administration	217
City of Belton	Belton	Municipal	Administration	23,480
City of Bethany	Bethany	Municipal	Administration	3,130
City of Blue Springs	Blue Springs	Municipal	Administration	54,945
City of Bolivar	Bolivar	Municipal	Administration	10,885
City of Branson	Branson	Municipal	Administration	11,467
City of Butler	Butler	Municipal	Administration	4,048
City of Camdenton	Camdenton	Municipal	Administration	4,059
City of Cape Girardeau	Cape Girardeau	Municipal	Administration	39,151
City of Carl Junction	Carl Junction	Municipal	Administration	7,864
City of Carthage	Carthage	Municipal	Administration	14,350
City of Clinton	Clinton	Municipal	Administration	8,911
City of Crystal City	Crystal City	Municipal	Administration	4,740
City of Dardenne Prairie	Dardenne Prairie	Municipal	Administration	13,310
City of Duenweg	Duenweg	Municipal	Administration	1,350
City of Duquesne	Joplin	Municipal	Administration	1,740
City of Excelsior Springs	Excelsior Springs	Municipal	Administration	11,560
City of Foristell	Foristell	Municipal	Administration	571
City of Gladstone	Gladstone	Municipal	Administration	27,140
City of Grain Valley	Grain Valley	Municipal	Administration	13,996
City of Grandview	Grandview	Municipal	Administration	25,159
City of Greenwood	Greenwood	Municipal	Administration	5,742
City of Harrisonville	Harrisonville	Municipal	Administration	10,103
City of Hazelwood	Hazelwood	Municipal	Administration	25,290
City of Independence	Independence	Municipal	Administration	117,306
City of Jefferson City	Jefferson City	Municipal	Administration	42,895
City of Joplin	Joplin	Municipal	Administration	52,288
City of Kearney	Kearney	Municipal	Administration	10,049
City of Kirksville	Kirksville	Municipal	Administration	17,536
City of Lake Ozark	Lake Ozark	Municipal	Administration	1,792
City of Lake Saint Louis	Lake Saint Louis	Municipal	Administration	15,936
City of Lake Winnebago	Greenwood	Municipal	Administration	1,170
City of Lee's Summit	Lees Summit	Municipal	Administration	97,290
City of Liberty	Liberty	Municipal	Administration	31,507
City of Lone Jack	Lone Jack	Municipal	Administration	1,237
City of Manchester	Manchester	Municipal	Administration	18,112
City of Marceline	Marceline	Municipal	Administration	2,136
City of Moline Acres	Saint Louis	Municipal	Administration	2,390
City of Mt. Vernon	Mount Vernon	Municipal	Administration	4,529
City of Nevada	Nevada	Municipal	Administration	8,149
City of North Kansas City	North Kansas City	Municipal	Administration	4,505
City of Oak Grove	Oak Grove	Municipal	Administration	8,112

Incode Court Software Users in MO and KS

Customer	City	Industry	Sub-Industry	Population
City of O'Fallon	O Fallon	Municipal	Administration	87,597
City of Osage Beach	Osage Beach	Municipal	Administration	4,553
City of Ozark	Ozark	Municipal	Administration	19,905
City of Parkville	Parkville	Municipal	Administration	6,772
City of Peculiar	Peculiar	Municipal	Administration	5,118
City of Perryville	Perryville	Municipal	Administration	8,460
City of Pine Lawn	Saint Louis	Municipal	Administration	3,573
City of Platte City	Platte City	Municipal	Administration	4,944
City of Platte Woods	Platte Woods	Municipal	Administration	404
City of Pleasant Hill	Pleasant Hill	Municipal	Administration	8,545
City of Pleasant Valley	Pleasant Valley	Municipal	Administration	3,043
City of Poplar Bluff	Poplar Bluff	Municipal	Administration	17,070
City of Randolph	Randolph	Municipal	Administration	54
City of Raymore	Raymore	Municipal	Administration	21,167
City of Raytown	Raytown	Municipal	Administration	29,211
City of Riverside	Riverside	Municipal	Administration	3,354
City of Sikeston	Sikeston	Municipal	Administration	16,155
City of Smithville	Smithville	Municipal	Administration	9,798
City of St. Charles	Saint Charles	Municipal	Administration	70,329
City of St. Clair	Saint Clair	Municipal	Administration	4,704
City of St. Joseph	St. Joseph	Municipal	Administration	76,442
City of St. Peters	Saint Peters	Municipal	Administration	57,178
City of Sugar Creek	Sugar Creek	Municipal	Administration	3,308
City of Sullivan	Sullivan	Municipal	Administration	7,147
City of Troy	Troy	Municipal	Administration	12,015
City of Warrensburg	Warrensburg	Municipal	Administration	20,168
City of Washington	Washington	Municipal	Administration	13,966
City of Weatherby Lake	Weatherby Lake	Municipal	Administration	1,993
City of Webb City	Webb City	Municipal	Administration	11,334
City of Weldon Spring	Weldon Spring	Municipal	Administration	5,578
City of Wentzville	Wentzville	Municipal	Administration	39,414
City of West Plains	West Plains	Municipal	Administration	12,248
City of Wildwood	Grover	Municipal	Administration	35,501
Jackson County	Kansas City	County	Administration	698,895
St. Louis County	St. Louis	County	Administration	996,726
Village of Claycomo	Claycomo	Municipal	Administration	1,488
79 entities in KS and MO use Incode Court Software				

39 Kansas City Metro communities use Incode Court Software

Court Software- Composite Scoring Sheet

Rating scores (RFP + Interview sum):

Far exceeds expectations = 75 - 61
 Exceeds expectations = 60 - 46
 Meets expectations = 45 - 31
 Almost meets expectations = 30 - 16
 Does not meet expectations = 15 - 0

Company Name	Tyler	FastCourt	Bgi	Caselle	Equivant	Pioneer	Rejis	Justice
RFP eval.	Composite Rating (1.0-5.0)							
1. Interoperability with Police Software	4.7	1.7	1.3	4.7	1.3	5.0	2.3	3.7
2. Interoperability with Receipts Software	3.0	2.0	1.5	3.0	1.0	4.0	1.5	3.5
3. Automation of Redundant Tasks	5.0	4.7	3.3	4.7	2.0	5.0	5.0	5.0
4. Software Widely Used in KC Region	4.7	1.3	0.7	1.0	1.0	2.7	3.0	3.7
5. Updates, Support and Training Capabilities	5.0	3.0	4.0	4.0	3.7	5.0	4.7	5.0
6. Cost of Software and Annual Support	3.0	2.5	1.0	4.0	1.5	1.0	4.0	3.0
7. Overall	4.3	2.3	1.7	4.0	2.0	3.7	4.0	4.0
Total sum	29.7	17.5	13.5	25.3	12.5	26.3	24.5	27.8
Interview/Demo eval.	Composite Rating (1.0-5.0)							
1. Knowledge and Relevant Experience	5			3.5				4.5
2. Work in KC Region	5			1				3.0
3. Problem solving, process for developing updates	4.5			3				4.0
4. Is software intuitive and user friendly	4.5			3.5				3.0
5. Is software interface with Police Software simple	5.0			5				5.0
6. Is software interface with receipts simple to use and eliminate duplication of entry and limit opportunity for human error	5.0			3				5.0
7. Overall	5.0			3				4.0
Total sum	34.0			22.0				28.5
RFP + Interview total	63.7			47.3				56.3

12-5-18 Randy, Kathy and Keith reviewed scores and based on the hosting options and pricing submitted felt that Pioneer was too expensive and that Caselle was preferred over Rejis to interview because Rejis only offers a web based system.

Interview and Demo Completed

Interview and Demo Completed

Price is too high, do not interview

Only offer a web based option

Interview and Demo Completed

12-14-18 Randy, Kathy, Keith and Amberley, Court Clerk from Mission discussed the three firms interviewed. A preference for Incode was established based upon their system to support a paperless court system, the program automatically saving electronic documents to the appropriate case file, providing an on-line customer interface, easy to customize screens/reports, easy/efficient batching of redundant processes, pricing is comparable to other firms, program can be hosted or kept in house, program interfaces with receipts and Digi ticket, and most important they have been in operation for decades with a large contingent of local courts operating their software which will enhance affordability of local training and provides potential for assistance for other agencies should we need it.



COPY

CITY OF ROELAND PARK, KS

COURT MANAGEMENT SOFTWARE

FRIDAY, NOVEMBER 16, 2018

JOHN HARDIN
5519 53RD STREET, LUBBOCK, TX 79414
806.791.8200 EXT:793118
JOHN.HARDIN@TYLERTECH.COM





COPY

CITY OF ROELAND PARK, KS

COURT MANAGEMENT SOFTWARE

FRIDAY, NOVEMBER 16, 2018

JOHN HARDIN
5519 53RD STREET, LUBBOCK, TX 79414
806.791.8200 EXT:793118
JOHN.HARDIN@TYLERTECH.COM



RESTRICTIONS ON DISCLOSURE

This proposal from Tyler Technologies, Inc. (“Tyler”) contains proprietary and confidential information, including trade secrets, belonging to Tyler or Tyler’s partners. Tyler is submitting this proposal on the express condition that the following portions will not be duplicated, disclosed, or otherwise made available, except for internal evaluation purposes:

- Response to the Functional Requirements, or “Checklist”
- Line-item pricing (total proposed contract amount may be disclosed)
- Screen shots, if any
- Customized Statement of Work/Implementation Plan

Each of these sections has separately been labeled “Proprietary and Confidential – Subject to Restrictions on Disclosure.”

To the extent disclosure of those portions is requested or ordered, Tyler requires written notice of the request or order. If disclosure is subject to Tyler’s permission, Tyler will grant that permission in writing, in Tyler’s sole discretion. If disclosure is subject to a court or other legal order, Tyler will take whatever action Tyler deems necessary to protect its proprietary and confidential information and will assume all responsibility and liability associated with that action.

Tyler agrees that any portions not listed above and marked accordingly are to be made available for public disclosure, as required under applicable public records laws and procurement processes.

TRADEMARKS DISCLAIMER

Because of the nature of this proposal, third-party hardware and software products may be mentioned by name. These names may be trademarked by the companies that manufacture the products. It is not Tyler’s intent to claim these names or trademarks as our own.

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Friday, November 16, 2018



5519 53rd Street
Lubbock, TX 79414
P: 800.646.2633
F: 806.797.4849
www.tylertech.com

City of Roeland Park
Kathy Bolek
Court Clerk
4600 W. 51st St
Roeland Park, Kansas 66205

Dear Kathy Bolek,

Tyler Technologies, Inc. (Tyler) is pleased to offer this proposal in response to the City of Roeland Park's RFP for Court Management Software. We are confident that Tyler's Incode solution brings the right mix of resources, experience, and technology to foster an environment for success.

After carefully reviewing the project goals, objectives and requirements defined within the RFP, we are excited about the opportunity to work with the City of Roeland Park on this project.

This proposal and cost schedule is valid and binding for 90 days following the RFP due date. Except as set forth in this proposal, this proposal can be released in part or in total as public information in accordance with the requirements of the laws covering same.

Tyler continually seeks out business partners to share in our success rather than just customers. Our partners, like you, understand the difference between value and cost and want what is best for their communities. If you have any questions, please contact John Hardin, your Account Executive at 806.791.8200 ext:793118 or via email at John.Hardin@tylertech.com for more information.

Tyler Technologies authorizes the signatory of this letter to negotiate and bind Tyler Technologies to this response.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Dane Womble", written in a cursive style.

Dane Womble
President – Local Government Division, Tyler Technologies, Inc.

EXECUTIVE SUMMARY

In response to the City of Roeland Park's RFP, Tyler Technologies is proposing its Incode solution. Our response reflects our understanding of your requirements and our ability to deliver the quality products and services you need for a successful project. Tyler's Incode solution represents the pinnacle of public sector software offering an integrated solution of comprehensive applications designed to resolve the City's complex needs.

CHOICE

Though the City of Roeland Park will review many choices during this evaluation process, our goal is to make your choice an easy one. With Tyler, there is no need to move from vendor to vendor, solution to solution, technology to technology. Tyler's Incode solution is an integral part of a community of employees, customers, and partners who all share a passion for serving the public.

As part of that community, the City will have access to all the tools needed to efficiently manage your operations. With the goal of being the last software company you ever choose, Tyler will work for and with you to consistently provide you with the broadest and most advanced public sector solutions available.

COURT CASE MANAGEMENT

Tyler's Municipal Court solution utilizes a variety of user-defined options so that the court system can be configured to fit your individual needs. Easily create master files for persons, vehicles, officers, attorneys, etc. eliminating the need to re-enter existing information for every case or citation. The existing information can be easily located and attached to a new case. This eliminates duplicating information and therefore saves time and disk space. Incode complies with all State reporting and conviction reports. This includes electronic reporting of convictions or non-compliance. Incode prides itself on customer service when it comes to training and support. So much so, we provide a complete user reference list of all clients.

We feel that when you purchase software, it should be a long-term item, not one that you will be purchasing every few years. Tyler provides on-going development to continually provide enhancements to keep the software on the cutting edge, while continuing to meet all State requirements. Compare product for product and you'll see that Incode beats the competition hands down. Our feature rich court system will improve your court's efficiency, accuracy and overall abilities to meet the demanding needs of today's court.

COMPREHENSIVE SOFTWARE & SERVICES

Tyler's solution is intended to upgrade City of Roeland Park's departments to the latest system available in today's marketplace. Tyler's Incode platform is distinguished from the competitive

Executive Summary

landscape by the fact that we develop and support 100% of our products in-house. All software development, implementation, and support services are provided solely by our in-house personnel. This has enabled us to build and evolve a software platform and ecosystem that infuses employee passion for industry-specific software automation with the front line experiences our leading customers have provided. The result of this commitment is the industry's most powerful, seamless, efficient, user-intuitive, and scalable platform for local government automation. Our group of seasoned consultants, trainers, product experts, and programmers bring years of local government software experience to make your transition a smooth success.

Tyler handles the following aspects of your project under a single contract:

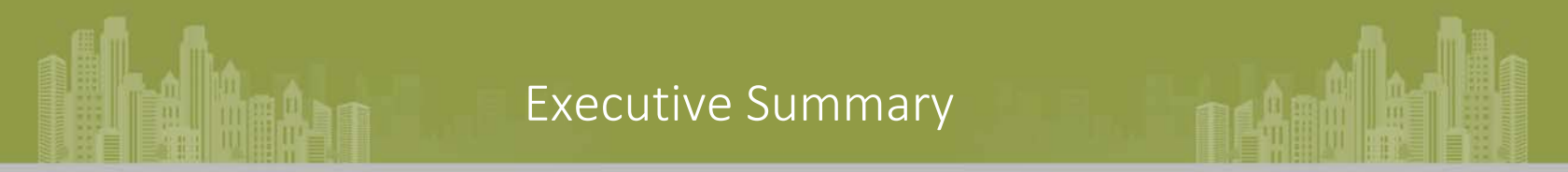
- System Delivery
- Implementation
- Training
- Support and Maintenance
- Software Updates and Upgrades

OBJECTIVES & SCOPE

At Tyler, we are uniquely qualified to meet the needs of the City through our experience, our software, and our absolute commitment to customer satisfaction. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it. Each of the products and services listed in the response are represented as a description and a list of activities and assumptions. Tyler products will be implemented “off the shelf” without customization or modification, except as detailed in the response.

Tyler's Incode suite offers integrated applications that are specifically designed to enable governments to be more efficient, more accessible, and more responsive to the needs of their citizens. Consistent integration among Incode applications has always been a priority and a key benefit to organizations looking to improve their business practices. The key benefits to the system include, but are not limited to:

- Providing a single, comprehensive, and integrated solution to manage the City's business functions
- Streamlining business processes through automation, integration, and workflows
- Providing a user-friendly user interface to promote system use, productivity, and minimize the need for training
- Eliminating redundant data entry
- Providing many standard reports directly from the software with access to data through inquiry and drill down capabilities
- Providing multiple interfaces to commonly used 3rd party systems



Executive Summary

COMPLETE SERVICES

IMPLEMENTATION APPROACH

Tyler utilizes a proven phased implementation approach, which ensures that process specific details are mastered prior to each subsequent stage. A formalized sign off process, defined by a clearly stated deliverable, are the key to a successful implementation. For multi-phase projects, such as sites that implement more than one Tyler product, the stages are repeated as necessary.

TRAINING

Our clients expect to receive the right training for their needs because learning the tools, benefits, and powerful functions is part of the process. It's a fact that fully trained clients who understand how to use Tyler products are able to do their jobs better, period. Tyler offers multiple training options to fit your needs.

SUPPORT

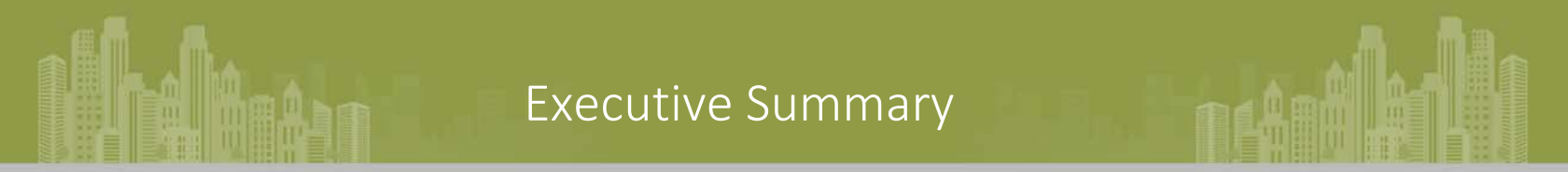
The goal of the Tyler Support department is to provide expeditious technical assistance to Tyler software users in overcoming issues, understanding functionality, and recommending approaches to various scenarios. We strive to answer your questions quickly and accurately. Tyler offers multiple ways to contact your support personnel, as well as access to thousands of users across the country who have the experience to help you utilize the software to your greatest benefit.

COMMITMENT

At Tyler, we are uniquely qualified to meet the needs of the City through our experience, our software, and our absolute commitment to customer satisfaction. That commitment, along with the consistent evolution of technology and software features, has resulted in a retention rate of more than 98 percent and long-term relationships with our users. With more than 15,000 customers, this partnership is an integral part of who we are and what we do. Our customers have a direct impact on the evolution of the software and the processes involved in implementing and supporting it.

PROTECTING YOUR INVESTMENT FOR YEARS TO COME

Tyler's "Evergreen" Development Philosophy insures that the City will always have industry-leading functionality that utilizes current technology. As part of our annual support fee, all enhancements to our software are provided at no additional charge. This allows our users to continue to take advantage of new advances without having to relicense the software. Additionally, these enhancements are delivered in manageable upgrades that do not require a complete reimplementations of the software.



Executive Summary

PARTNERSHIP

We want to thank the City of Roeland Park for the opportunity to respond to your Request for Proposal and for your time and consideration during the review process. At Tyler, we feel the evaluation and selection of new software should be as much about people as it is product, with the ultimate decision resulting in a partnership between the customer and their chosen software provider. It is our firm belief that Tyler is uniquely qualified to be that partner and more than meets the needs outlined by the City of Roeland Park in this document. Should you agree, we look forward to progressing to the next stage in your evaluation process.

VENDOR PROFILE

This section is to provide information about the vendor, the CMS offered, and the proposed project staff. If the firm submitting the RFP and the product software provider are not the same company, a separate Vendor Profile page shall be provided for the vendor submitting the proposal and the software product provider.

Vendor Name:

Tyler Technologies, Inc.

Vendor Address:

5519 53rd St. Lubbock, TX 79414

Vendor Website:

www.tylertech.com

Vendor Phone:

(800)646-2633

Vendor History (Please provide a history of your company so we can get to know you better.): CMS Offered/Proposed (Please tell us about the software you are proposing for the court. Include examples of other courts that are currently using your software.):

Tyler Technologies, headquartered in Plano, Texas, is a leading provider of end-to-end information management solutions and services for local governments. Tyler partners with clients to empower the public sector — cities, counties, schools and other government entities — to become more efficient, more accessible and more responsive to the needs of citizens. Tyler's client base includes more than 15,000 local government offices and school districts throughout the U.S. and its territories, Canada, the Caribbean, the United Kingdom and other international locations. These mission-critical applications provide the public sector with the ability to streamline and automate operations resulting in improved productivity and reduced costs.

OUR PRODUCTS

With decades of exclusive public sector experience, Tyler is the market leader that provides integrated software and services; our singular focus, subject matter experts and in-depth products result in a sustainable client partnership that delivers the industry's most comprehensive solution. We provide the industry's broadest line of software products, and offer clients a single source for all their information technology needs, in several major areas: Financial & Human Resources, K-12 School Solutions, Public Safety, Courts & Justice, Property Appraisal & Tax, Permitting & Land Management, Public Maintenance Management, Citizen Services, Land & Vital Records, and Document Management.

Vendor Profile

We are known for long-standing client relationships, functional and feature-rich products, and the latest technology. In addition to software products, Tyler provides related professional services including installation, data conversion, consulting, training, customization, support, disaster recovery, and application and data hosting.



OUR EXPERIENCE

Tyler Technologies' solutions offer the widest breadth of products in the industry, the latest technology available, and an integrated system that can operate in diverse offices throughout a jurisdiction. More importantly, Tyler's vision and skill in executing that vision is what ultimately leads to a successful implementation and long-term solution for our customers. Our experienced team consists of industry leaders that keep our team moving and making sure we can give you the tools to succeed.

COURT SOLUTION OVERVIEW

The Incode Court Case Management solution is a fully integrated, graphical application that also provides excellent document management, cash bond management, program tracking, and so much more. Utilizing a variety of user-defined options, the court system can be configured to fit your individual needs. Easily create master files for persons, vehicles, officers, attorneys, etc. eliminating the need to re-enter existing information for every case or citation. The existing information can be easily located and attached to a new case. This eliminates duplicating information and therefore saves time and disk space.

In the public sector, the average lifespan of a software purchase is five to seven years; Incode has a retention rate of over 99%, which means once an organization joins our team they basically never change their software products again. Tyler provides on-going development to continually provide enhancements to keep the software fresh while continuing to meet all state requirements. Our feature-rich court system will improve your court's efficiency, accuracy, and overall abilities to meet the

Vendor Profile

demanding needs of today's court systems.



COURT CASE MANAGEMENT FEATURES

CASE PROCESSING

Through the unique *Control Center* screen, users can view any information at a glance for all citations that a defendant has within the court system and update the cases from the same screen by entering into the disposition mode, or by batch updating the cases using a macro. Easily print any document or series of documents for any case.

The court can easily update address information, phone numbers, and physical information and even capture the Defendant's photo from this single screen. All changes are recorded in a detailed history screen and are time/date/user stamped.

Alias names can easily be attached to a Defendant, insuring that all information for the Defendant is displayed regardless of the name being searched.

Search information in the system by Name, DOB, Social Security number, Driver's License number, Case/Citation number, vehicle information, addresses and numerous other criteria.

Identifiers on the screen alert clerks to their being an outstanding warrant, active bonds on the case, age (Juvenile, Minor) and you have the ability to create 'Hot Flags' on Defendant's such as 'No Checks' or 'Translator Required'.

Set cases for trial and have the calendar check officer schedules, court availability and set a maximum number of cases allowed on a court date.

ADDITIONAL FEATURES:

- Track an unlimited number of court settings at a time, all with different due dates/times

Vendor Profile

- Status codes automatically enter numerous defaults such as plea, trial type, and set new fees based on a single status code
- Create pre-defined Judgments for ease in sentencing cases
- Amend charges without having to re-enter case information
- Set payment plans and payment groups which automatically roll the due date upon payment
- Provide jail credit/community service credit based on a pre-defined rate
- Add Attorneys to a case with ease
- User defined grid for displaying information in the desired order by each user
- Witnesses flags are displayed on the screen
- Unlimited note ability; identified by private, public, court session and Prosecutor types
- Adjust fees, fines and costs with the click of your mouse
- Combined total is displayed on the screen
- Next action date, payment date or court date displayed on the main screen, no need to drill down inside the case
- Complete detailed history available

PAYMENTS, CASH BONDS, CASH REPORTS & CREDITS

Tyler provides the ability to adjust fees and fines from numerous areas within the software, including when payments are entered. Tyler also provides the ability to enter payments in full or partial payments for cases set up on a payment plan. Payments are posted by the system to the proper fees/costs/fines in the order defined by the court. A record is created on each case as to which fees have been paid, the balance of the fees due and any credit that has been applied to the case. The user can take multiple payments on one receipt with the balance due for each case listed on the receipt.

Cash bonds are easily posted to the violator's case. Bonds are then managed through our bond management screen for ease in applying, forfeiting, refunding or transferring from case to case.

Credit can be applied to a case for various types of community service or jail time served. Receipts are printed and numbered for each transaction. Through the use of our unique case status codes, the user can automatically add new fees to a case when the case status is changed.

The Tyler court software provides a direct interface to any Tyler Technologies General Ledger system, ending the need for journal entries. For an additional fee, Tyler may be able to create an interface file for uploading into other general ledger systems.

Additional Features:

- Print receipt(s) for all transactions

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- Void receipts (with proper security rights)
- Partial payments automatically roll the date to the next payment date due, if applicable
- System prevents over-payments
- Set security flags on Defendants, such as “Do Not Accept Checks”
- Create payment groups for multiple citations to be paid on one arrangement
- Automatically add payment plan fees (if applicable)
- Take different methods of payment on a single receipt
- Track Bonding Company information contained in a master file to reduce the need of reentering bond company information
- Set bonding limits on bond companies
- Create a refund list for Accounts Payable
- Write refund checks directly out of the software

DOCKETING

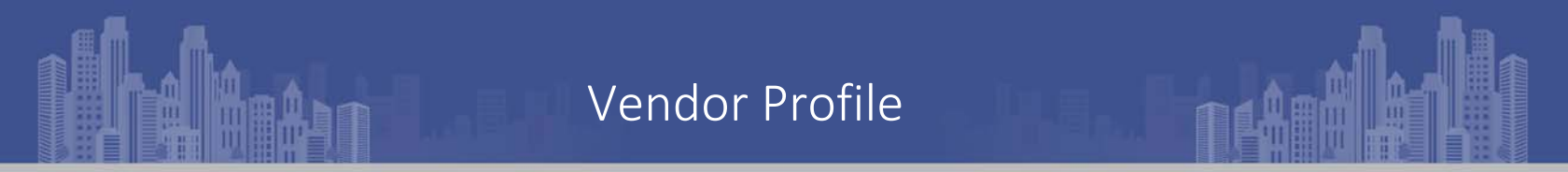
Tyler’s Incode Court Case Management software offers a wide variety of docket options. Dockets are easily created in conjunction with case statuses and the calendar availability. Our dockets can be created in several formats and called up in various orders such as; alphabetical, by docket number, by officer, and many others. Tyler also provides a live check in process so that Defendant’s appear in the order that they arrived for trial.

All cases on the selected docket automatically appear on the live docket screen allowing for fast, efficient adjudication of the cases without having to search for each Defendant or case. Cases can be updated in a batch as well, such as rescheduling a specific attorney’s cases. In addition to the numerous dockets that we provide for the court, Tyler also provides an Attorney Docket for emailing/faxing to Defense Attorneys; a Prosecutor’s Docket for each of your Prosecutors and a Police Officer Docket for each officer with cases scheduled to appear in court.

All dockets can be printed or archived for historical purposes. A true and complete final docket can be generated after court that will provide the outcome of all cases that were listed on the docket.

WARRANTS

Tyler provides the ability to create an unlimited number of warrant types, allowing for different fees to be added to warrants based on type, different documents to print based on type and bonds to be set based on type. Warranted cases display in red on the screen, as well as marking each name and case with a “W” to ensure that staff notice the warrant. Photos of the violator can be printed directly on the warrant, as well as any desired descriptors.



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Warrants can be created in a batch process, or on a case by case basis. Our Warrant Management Center provides the ability to produce numerous types of warrant reports based on address, city selection, offense, names and several other options. Warrants can easily be updated with attempts to serve, including notes on why you were unable to serve the warrant.

Payments, or the posting of bonds, can automatically clear the warrant. Detailed histories of the warrants are maintained within the software. Numerous detailed warrant reports are provided including the listing of outstanding warrants and cleared warrants.

STANDARD FEATURES

Live Courtroom Docket

Incode provides the ability to create a true, live courtroom docket based on your court rules. Options include entering dispositions, posting payments, bonds and bond disposition, printing any user-designed form, issuing community service credit or jail credit, add new comments and add walk-ins to the court docket.

Managing Dispositions

Easily track and manage every aspect of the disposition of your cases. Drop down boxes provide your user-defined codes for quickly and efficiently updating pleas, case settings, trial types, fees/fines, Judgments and much more.

Case Tracking

Never lose case folders with Incode as users can check cases out and back in, keeping a record of where every case is, who has it and why. Track cases to the court room, the prosecutor's office and more. User defined codes for case checkouts, returns, even the ability to track cases that are closed and stored in files off-site from the court.

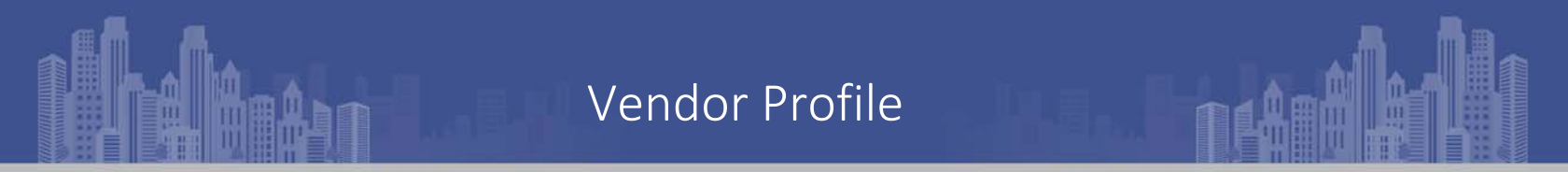
Warrant Management

Warrants and Failure to Appear charges can be issued in a batch or selected by the user and printed by the system. Served warrants are left in the system for historic information. Users have the ability to define an unlimited number of warrant types, create the wording for each warrant type, and create warrant fees for each warrant type and to define additional rules for warrant types.

Citation History

From Citation History users are able to see every event that has ever taken place on a violation, including: payments and receipt numbers, documents printed on the case, changes to fees and fines, any case settings and much more.

Jury Selection & Management



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Easily create jury pools and clear previous pools; manage Juror addresses, exempt status and voter registration numbers. Create and print a user-defined jury summons, check them in, assign them to courtrooms, create notices for non-appearances, issue juror checks, and much more.

Ethnicity Tracking

Track all ethnic backgrounds from Hispanic to Vietnamese by simply adding the ethnicity at the time of data entry.

Case Status Tracking

Incode users can track cases by status and status date, creating a report or updating hundreds of cases at a time. By selecting the current status and date range, the court user can generate courtesy letters or forms, reset cases and change or update statuses or add additional fees, without having to go to individual cases to update them.

Citation Book Tracking

Incode has the ability to track the citation books issued to officers. Reports can be generated on the number of missing citations, easing audits on citation books.

State Reports

Incode Meets All State Reporting Requirements, As Well As offering electronic conviction reporting in all States where applicable.

O'FALLON MUNICIPAL COURT

For many years they were able to manage a smaller court system with a case management system developed in-house. While adequate then, the city of O'Fallon has progressed into the seventh largest in Missouri with a growing population exceeding 80,000. They needed a system that could reduce long customer service lines, process credit cards online to reduce cash and check handling, keep up with changing legislative demands, produce real-time data and minimize manual entry and mailing. They found their answer in Tyler's Incode Court Case Management Online solution in May 2007.

INTEGRATED TECHNOLOGY REDUCES TICKET PROCESSING BY WEEK

Now they are experiencing efficacy and increased productivity previously unavailable. "Considering we are taking in approximately \$32,000 per month in the form of 75-80 payments per week, the option to directly apply bonds to one or more cases has saved us a lot of administrative work," says Jeff Chapple, Court Administrator for the O'Fallon Municipal Court. Additionally, online information transmission has drastically affected reporting time as they can receive electronic transfer tickets from the local police department and process state electronic convictions quicker. Chapple says, "It previously took 7-10 working days to get tickets into the system because of processing time. Now with direct interface with Incode, tickets written yesterday are imported a day later. We reduced our ticket processing by a week. And now that it's online, people check for their tickets a lot faster. Some defendants see it one day and pay the fine online the next." That reduces future paperwork for the court.

ONLINE PAYMENT SYSTEM REDUCES CUSTOMER SERVICE TRAFFIC

Due to the online court option, the city has also seen a significant drop in office traffic. With court being held on Monday nights, they are now seeing weekend and Monday online traffic picking up due to offenders paying fines before their court date. Over time they have seen their percentage of online traffic continue to grow, and with each docket an increasing number of people are finding online services a viable and convenient option.

At a Glance:

- O'Fallon Municipal Court
- Jeff Chapple, Court Administrator
- Population: 80,519

Objectives:

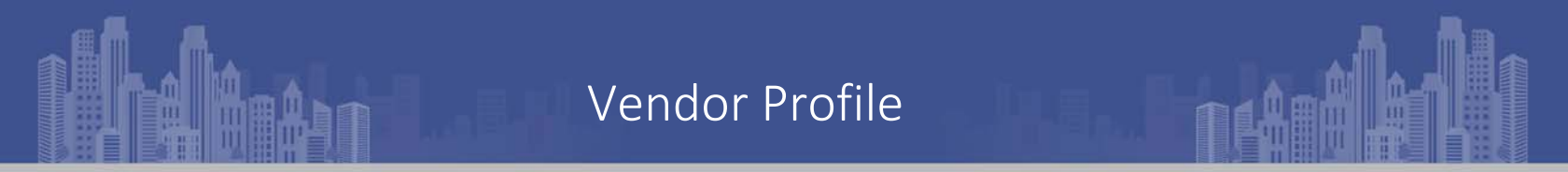
- Shorten customer service lines
- Reduce cash/check handling
- Produce real-time data
- Keep up with legislation
- Minimize data entry/mailling
- Back office efficiencies

Solutions:

- Incode Court Case Management Online

Benefits:

- Reduced ticket processing from 7-10 days to 2
- Reduced cash/check handling through online bill pay
- Integrated system yields real-time data, minimizes data entry/mailling
- On-demand report generation and searches
- Keep up with legislative demands through report development by Tyler



Vendor Profile

ONLINE FEE PROCESSING MINIMIZES CASH AND CHECK HANDLING

Having eliminated all credit card payments by phone, O'Fallon courts are now encouraging online fee processing to reduce cash and check handling, streamline processes and enforce regulatory compliance. "This made us feel that we were much more compliant with the credit card reporting law without having to deal directly with defendants," explains Chapple. "It also takes a lot of time to write down a credit card number, run it through, and then call someone back when the credit card is declined or written down incorrectly. We haven't processed a credit card since we started using Incode, so we've seen a huge difference in staff efficiencies."

INCODE AIDS IN REPORT GENERATION AND STATISTICAL SEARCHES

O'Fallon court staff members are also pleased with the amount of reporting options available and Tyler's response to current legislation. "With our old system, you had to wait until you posted your whole docket to generate one letter. With Incode, you can generate a single letter when you need to, and you can search about 50 different ways to find statistics," stated Chapple. Also, monthly reports to state and circuit court judges reflecting court costs, fines and ticket status (issued, convicted or dismissed) were set up by Tyler Technologies in 2007. Coming legislation in late August 2013 will mandate an added report that breaks down court revenues according to moving versus non-moving violations. Cities that fail to comply forfeit additional state funding for traffic grants. Tyler Technologies was aware of this new state requirement and helped them comply before the deadline.

LIVE TECHNICAL SUPPORT KEEPS COURT OPERATIVE AT ALL HOURS

Chapple added that technical support was also a major issue in building a relationship with Tyler Technologies. "You can get a live human that is responsive—even for night court. We had a problem at 6 or 7 p.m. one night. We got it fixed and were back online in minutes. That was a big selling point."

INCODE GROWS WITH O'FALLON COURT SYSTEM

Like other Tyler customers, O'Fallon is working to make a good product even better and more responsive to their needs. They are currently in partnership with Tyler to develop software that processes and submits fingerprints to the state. Their current system, while effective, is a bit slow due to data entry and mailing hard copies. As a result, manual entry will be greatly reduced, as will phone calls to their office by others conducting background checks. Law enforcement agencies will also be able to use the information to elevate punitive charges for repeat offenders. The City of O'Fallon hopes to be enjoying this new feature before the end of 2013.

Chapple and his staff are satisfied with their decision to use Tyler's Incode online court solution, and continue to see the company as a progressive one that supports and satisfies its customers. "They listen to their users and are constantly upgrading and moving from idea to development. You don't

Vendor Profile

have that opportunity without having a progressive company.” And as pleased as they are with their decision, Chapple reiterates that part of that experience is a result of how personal and scalable the solution has been for them. “This technology is very user-driven. There are lots of features available, but you don’t have to use them all. You can build it and operate it the way you want to, and can control which technology you want to take advantage of.”

It’s hard to deny that this court system is becoming leaner and more customer-driven. In taking advantage of the technology they need, they are, in effect, giving the public more control in how they interact with the court system and simultaneously making their back room operations more efficient. Operating in a time when jurisdictions are forced to do more with less, the O’Fallon court system is proud to leverage their technology to serve the public in such a responsive way and is glad to partner with Tyler Technologies to continue that mission in the years to come.

CITY OF CARROLLTON, TX

Industry: Municipal Court

Status: 3 Years with Tyler Technologies

Resources: 17 Court Staff including Administration Clerical and Judicial

Population: 119,097

Location: Suburb of Dallas, TX identified as a “Top Place to Live” by Money magazine

Solution Suite: Incode Court Case Management, Incode Cash Collections, Tyler Jury Management

Objectives:

- Simplify processes
- Improve efficiency and accuracy for more than 42,000 annual cases
- Select a technology foundation to support paperless operations

Business Issues:

- Thousands of back-logged cases
- Error-prone processes

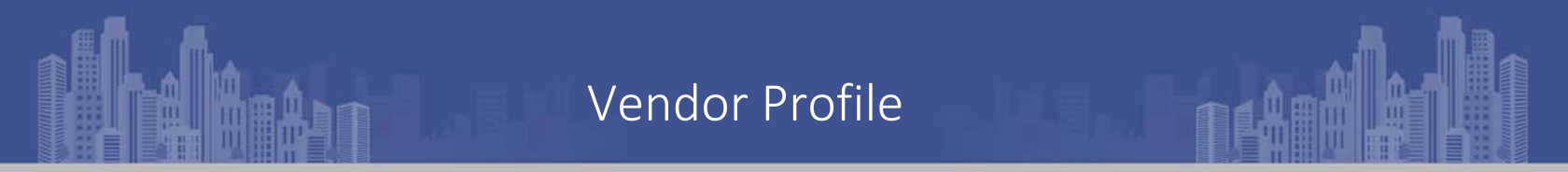


The Incode foundation allows Carrollton to implement cutting-edge, paperless solutions... Tyler Jury Management, fingerprint/biometric security, Incode Cash Collections, document imaging and officer notification systems.

THE STORY

Deryl Corley, a Level III Certified Court Administrator, joined the City of Carrollton’s Municipal Court in 2005 after more than two decades in law enforcement and a successful stint as court administrator in another Dallas- Fort Worth metroplex city. He understood the importance of clearing the more than 1,000 case backlog—a backlog attributable to a combination of user and technical errors.

With an eye on the bigger picture, Deryl put together a list of features and functionality that would streamline processes, reduce human error and put an end to the wasted resources—including



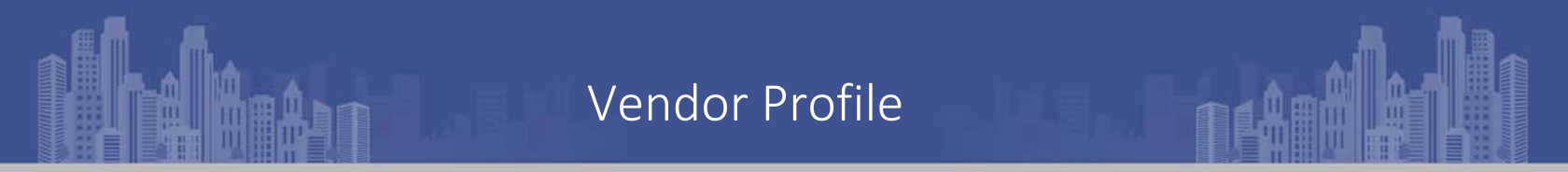
Vendor Profile

money— of a paper-driven courtroom. Carrollton ended up selecting Tyler Technologies' Incode Court Case Management solution. With its user-friendly interface and powerful technology backbone, Incode proved to be easy to use for employees and robust enough to meet the technology vision for the Carrollton Municipal Court.

SECURE DATA, IMPROVED PROCESSES AND POWERFUL FUNCTIONALITY

Security was definitely a priority for the Court as was improving accuracy and efficiencies. With a state-of-the-art system offering superior functionality and exceptional flexibility, Incode was primed to meet their immediate and future technology needs.

The Incode foundation, including integrity of stored data, allows Carrollton to implement cutting-edge, paperless solutions like Tyler Jury Management, fingerprint/biometric security, Incode Cash Collections, document imaging and systems that notify officers and their superiors of upcoming court dates. These solutions, and Carrollton's commitment to efficiency, are improving operations and saving money today and into the future.



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EXPERIENCE AND REFERENCES

This section is to describe Vendor's past projects that are similar to this project in terms of size and scope and utilize the proposed CMS.

Name and address of the client:

Fort Scott, KS
123 S. Main Street
Fort Scott, KS

Name, Title and Telephone for contact

Diane Clay, Municipal Court Clerk
620-223-8100
dclay@fscity.org

General Description of the CMS project:

The City of Fort Scott had a need to be more efficient in the handling of their case load and the integration with their finance software. They chose Tyler Technologies Incode as the best option a city of their size - and limited personnel resources - required to offer the best processing and reporting their judge and citizens needed.

Tyler Technologies took the time to understand their processes and then develop a training plan to allow for the flexibility only one full-time court employee could handle. Tyler Technologies converted the data in their legacy system and tested multiple times to ensure accuracy before agreeing on a cutover date with Fort Scott. During this time, multiple training sessions at the client's convenience provided the confidence for all involved that Fort Scott would be ready for the production phase of the implementation.

Size of the Client Organization in terms of court employees, caseload, revenue, etc.:

1 FT court staff
Approximately 1,000 annual violations
Approximately \$105,000 in annual revenue

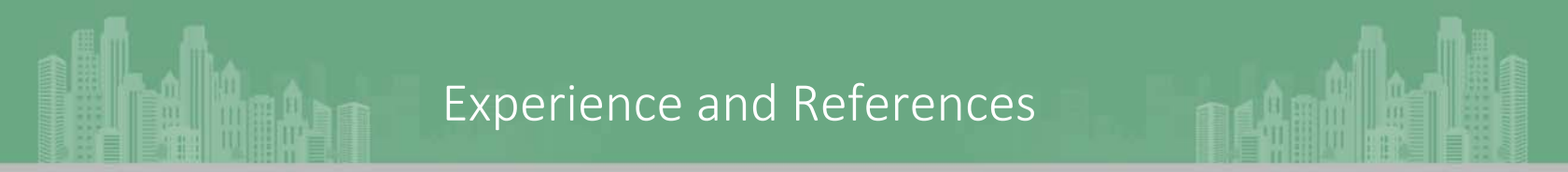
Timeframe for the project:

Jan 2015 – May 2015

Number of vendor staff involved in the project and their responsibilities

There were 4 primary staff members involved in the implementation.

- Project Manager – the client's main point of contact and the coordinating leader of the implementation effort.
- Implementation Consultant – responsible for the training and on-site leadership of the client's knowledge transfer to Incode software.
- Conversion Programmer – possesses the technical knowledge to take the client's legacy data and convert to the Incode software.
- Conversion Analyst – works with the client and other Tyler Technologies Staff to ensure legacy data is converted correctly.



Experience and References

3. SPECIFICATIONS

The following pages relate to specifications, or needs, for Municipal Court. Each section of this RFP corresponds to the list below.

1. Tickets
2. Court Management System (CMS)
3. Forms, Imaging and Records Management
4. Electronic Filing Requirements for the State of Kansas
5. Reports
6. Information Technology

Please mark in Column titled “OUT OF THE BOX” if your software currently has this ability without modifications.

1. TICKETS					
Currently, the city uses electronic ticketing and occasionally paper tickets for the issuance of citations. In addition to answering the following questions, provide a brief explanation of how the CMS will make the court more efficient in terms of ticket entry, ticket processing, and workflow.					
Sec.	CMS Requirement		Modifications		
	Questions to be answered	OUT OF THE BOX [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
	<i>Ticket Entry</i>				
1.1.1	Can the court determine the fields necessary for ticket entry within the CMS?	Yes			
1.1.2	Does the CMS ticket entry screen allow for the entry with tabular navigation) of all necessary data from the ticket on one screen?	Yes			
1.1.3	Does the CMS auto populate fields, or prompt users to select from a list of matching datasets, based on existing datasets that were previously entered? For example: If a clerk is entering multiple tickets for the same person, does that person's name/address/phone/etc. auto populate or prompt the clerk to select from a list of matching datasets?	Yes			
1.1.4	What e-ticket vendors has the CMS successfully integrated with? (please list in space provided)	Tyler Brazos, APS, OSSl, AutoCite, Cardinal, PSSI, Redflex, DigiTicket, systems using Xerox file layout			
1.1.5	Does the CMS show ALL cases for defendant when searching by full name? And can you toggle between that particular defendant without having to re-enter the name every time?	Yes			
1.2	<i>Provide a brief explanation of how the CMS will make the court more efficient in terms of ticket entry, ticket processing, and workflow.</i>				
Tyler's Mobile Citation solution within the Court Case Management system allows officers to generate and print citations in the field. Tyler interfaces with any number of handheld ticket writers including Brazos Technologies and APS, which allows for officer safety, increased productivity, and increased efficiency.					

2. COURT MANAGEMENT SYSTEM (CMS)

The city is seeking an innovative, long-term solution for its next CMS, while maintaining the ability to perform the basic court processes. These basic processes might include the ability to create various dockets and track cases (pre/post docket); run user-defined batch court processes (or macros) on multiple cases; and/or generate documents and capture signatures without having to print anything. Roeland Park Municipal Court is not unlike other municipal courts in terms of the various processes and procedures that dictate how we operate. At the end of the day, our goals are to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer service. After answering the following questions, please provide a brief explanation of how your CMS will help the city achieve this goal.

Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
2.1	General CMS Requirements				
2.1.1	Is the CMS web-based?	No, we offer Client Licensed or Tyler Hosting			
2.1.2	Is the CMS a case-based or a person-based system?	Case-Based			
2.1.3	Does the CMS allow for multiple users with unique usernames and passwords?	Yes			
2.1.4	Does the CMS have an external web component so that defendants and attorneys can look up court information online?	Yes			
2.1.5	Does the CMS allow for various levels of user defined access rights (i.e. view only rights for some users)?	Yes			
2.1.6	Does the CMS have user defined “dashboards” or personal settings?	Yes			
2.1.7	Is the CMS compatible with tablets (iPads, etc.)?	No			
2.1.7.a	If yes to 2.1.7, specify which tables are compatible with the CMS.	Is compatible with devices similar to surface pros, Microsoft based			
2.1.8	Does the CMS have/support an online payment system/vendor?	Yes			
2.1.8.a	If the CMS “supports” other online payment systems/vendors (from 2.1.8), please specify the systems/vendors.	Official Payment, nCourt			

2.1.9	Does the CMS allow users to switch between screens or functions, or have multiple session open concurrently, without losing any unfinished work? <i>For example: If a clerk is entering a new ticket and receives a phone call about another case, can the clerk save what they are working on so they assist the caller (possibly by looking up a court date, switching screens, etc.) and then</i>	Yes			
	<i>return to entering the new ticket without losing what was previously entered?</i>				
2.1.10	Does the CMS have user defined case statuses (i.e. active, closed, warrant, etc.) and multiple sub-statuses (i.e. probation, diversion, collections)? <i>For example: If a case has an outstanding warrant, but is also in collections, can the status be “warrant” and the sub- status be “collections?”</i>	Yes			
2.1.10.a	If yes to 2.1.10, does the CMS have the ability to highlight or differentiate certain case status so that they “stand out” when viewing them on the computer? <i>For example, if a case is in “warrant” status, will it be highlighted in red or have some other visual indicator so court users will see it?</i>	Yes			
2.1.11	Does the CMS have a courtroom processing feature to allow the court clerks to check-in defendants and route cases electronically to the judge, prosecutor, public defender, etc.?	Yes			
2.1.12	Currently, the Police Department performs warrant checks on our dockets to see if our defendants have outstanding warrants in other jurisdictions. If a warrant exists, the physical case file is flagged. Does the CMS allows cases to be electronically flagged so the clerk who is checking-in defendants can see it?	Yes			
2.1.13	Will the CMS allow the court to establish various workflows (and/or queues) for court users to track their work on various dockets to streamline work processes and increase efficiency??	Yes			
2.1.13.a	If yes to 2.1.13, provide detailed explanation.	With differential case management, user-defined tracks can be established that allow a timeline of events and associated required dates (before or after) to be attached to the case.			

2.1.14	Is the CMS database fully relational and require only single entry of data elements? <i>For example: Information about a defendant or other case party information must be entered only once and can then be linked with information anywhere else in the CMS.</i>	Yes			
2.1.15	If a case party address is changed will it update the entire system?	Yes			
2.1.16	Does the CMS allow users to correct mistakes in ticket entry after data is saved? Can the judge and clerk's notes be locked so that they cannot be altered?	Yes			
2.1.16.a	If yes on 2.1.16, does the CMS keep track of changes and which user made the changes and the date of the change (i.e., audit trail)?	Yes			
2.1.16.b	Does the CMS track the continued court date and the date the continuance was made in the system?	Yes			
2.1.17	Can the CMS be customized so that certain actions cannot be taken before other actions are completed? <i>For instance, a court user cannot close a case if there is no plea, or there is an outstanding balance, etc.</i>	Yes			
2.1.18	Does the CMS integrate with third-party financial software?	Yes			
2.1.18.a	If yes to 2.1.18, please provide a list of third-party financial software vendors with which the CMS has been successfully integrated.	PeachTree, SpringBrook, Eden, GT, Munis, Solutions, Peoplesoft, HTE, Incode GL, Incode 10			
2.1.19	Is the CMS compatible with ePad-Link e-signature pads manufactured by Interlink Electronics that allows defendants, attorneys and court staff to electronically sign documents and print signatures on notices and any other form needing a signature?	No, compatible with Topaz signature pads			
2.1.20	Does the CMS store electronic signatures for court staff to be applied to court-generated documents?	Yes			
2.1.21	Does the CMS provide audit trails to show which user and workstation locations logged on to the system during a specified period?	Yes			
2.1.22	Does the CMS have an easy-to-use interface for searching for information that can be used by designated users with minimal training?	Yes			

2.1.23	Does the CMS have a more robust searching component that can be used by the court to look-up detailed information about a defendant and/or case?	Yes			
2.1.24	Does the CMS allow users to search for records or data using almost any data field, or combination of data fields, with full or partial characters (I.e. defendant's full or partial name, social security number, driver's license number, date of birth, address, location/date of violation, officer name or badge #, etc.)?	Yes			
2.2	Case Parties				
2.2.1	Does the CMS have "Case Party Profiles" where clerks can enter the name and contact information for defendants, victims, witnesses, attorneys (including bar #), public defenders, judges, prosecutors, interpreters, lab personnel, officer(s), etc.	Yes			
2.2.2	If a case party's information (name, address, phone, ect.) is changed, will it update all records associated with that case party?	Yes			
2.2.3	Does the CMS allow for the tracking of unlimited addresses, emails, phone numbers, social security numbers, aliases, etc. for case parties?	Yes			
2.2.4	Does the CMS allow cases/parties to be linked? <i>For example, will multiple cases/tickets show up under a defendant's name or "profile"?</i>	Yes			
2.2.5	Does the CMS allow the court to add/update officer's name and badge number?	Yes			
2.2.6	Does the CMS have the ability to merge duplicate case party information and track changes?	Yes			
2.2.7	Can the CMS run a report to identify possible duplicate case parties to assist the court in keeping its data clean and updated?	Yes			
2.3	Dockets				
2.3.1	Is there a limit on the number and type of court dockets that can be created, maintained and tracked?	No, unlimited			
2.3.2	Does the CMS allow cases to be easily moved between dockets?	Yes			
2.3.3	Does the CMS allow for cases on a docket to be easily moved into a queue for batch processing?	Yes			
2.3.4	Can the court create/run different types of docket reports?	Yes			
2.3.4.a	If yes to 2.3.4, are these reports customizable?	Yes			

2.3.5	Does the CMS allow for cases to be scheduled on various dockets and indicate the action to be taken on the case? <i>For example: Can a clerk schedule a case on the Arraignment docket to “Review Insurance” and will “Review Insurance” display on the docket report if it were printed?</i>	Yes			
2.3.6	Does the CMS allow for an online system that allows court patrons to search for their court date? (see 2.1.4)?	Yes			
2.3.6.a	If yes, please list current vendors you integrate with.	Online system is not a third party product. System is a real-time Tyler Product			
2.3.7	Does the CMS have the ability to limit the	Yes			
	number of cases that can be scheduled on a docket?				
2.3.8	Does the CMS have the ability to block dockets so that cases cannot be scheduled for various reasons (I.e. holidays or court closed)?	Yes			
2.4	Batch Processing				
2.4.1.a	The Court has identified the following actions where batch processing would greatly increase efficiency. Will the CMS accommodate batch processing and printing for the following types of cases?				
	• Collections	Yes			
	• Suspensions	Yes			
	• 30-Day Notices	Yes			
	• Continuances	Yes			
	• Payments	Yes			
	• Warrants	Yes			
	• Invalid Insurance	Yes			
	• Failure to Appear/Failure to Comply	Yes			
2.4.2	Provide a detailed explanation, including success stories from current clients, of other batch processes that were applied using the proposed CMS that increase efficiency in the court.	Please see Experience & References section of this response for success stories/case studies of our clients.			
2.5	Receipts				
2.5.1	Does the CMS save/archive a copy of receipts or payment records (electronically) to the case?	Yes			
2.5.2	Can receipts be voided?	Yes			
2.5.3	Can receipts handle multiple payments and/or payment types (cash, check, credit, etc.)?	Yes			
2.5.4	Can the receipt list all active cases for the defendant including next court date and balances due for each case and a total balance due?	Yes, user can design. Default receipt list cases that payment applied			
2.6	Payments				

2.6.1	Does the CMS allow payments to be disbursed over multiple fees/costs in a priority manner that is user defined? <i>For example: if a partial payment is made, can the clerk determine how the payment is disbursed among the various outstanding fines/fees?</i>	Yes			
2.6.2	Does the CMS have the ability to set up and track payment plans?	Yes			
2.6.3	Does the CMS have the ability to account for adjustments to fines and other court costs?	Yes			
2.6.4	Does the CMS allow the court to track restitution?	Yes			
2.6.4.a	If yes to 2.6.4, does the CMS have an indicator showing restitution is owed on a case that automatically goes away when the restitution is paid in full?	Yes			
2.7	<i>Fine Schedules and Court Costs</i>				
2.7.1	Can the court establish a fine schedule and/or cost codes (fines, court costs, restitution, etc.) that auto populate as charges are entered?	Yes			
2.7.2	Can the CMS handle community services as a non-monetary payment type?	Yes			
2.7.3	Does the CMS allow the court user to change auto populated fine amounts on a charge at any time? <i>For example: the judge modified a fine. Can the auto populated amount be over-ridden?</i>	Yes			
2.7.4	Can court fines and costs be date specific so that when they change they do not change throughout the system? <i>For instance, can the court establish date-range specifics for all costs and fines so that if a ticket is entered on 7/1/13 for a charge that occurred on 6/1/13, the fines that automatically populate will be those that were in effect on 6/1/13 instead of those in effect on 7/1/13?</i>	Yes			
2.7.5	Can some costs be attached only to the case while others are attached to the charge? <i>For instance, fines are charge specific while some costs are case specific.</i>	Yes			
2.7.6	State court costs are only assessed to one charge per case. Does the CMS allow for an easy process for only putting state costs on one charge per case, and allow the court to transfer these costs to another charge if the initial charge on which the costs were placed is dismissed?	Yes			
2.8	<i>Warrants and Bonds</i>				

2.8.1	Does the CMS allow the warrant clerk to issue, track, recall, and edit warrants?	Yes			
2.8.2	Does the CMS allow bonding companies to be tracked (I.e. active/inactive/revoked, amount of money bonded, names of defendants bonded, bond due dates, bonds forfeited, etc.)?	Yes			
2.8.3	Does the CMS allow court users to track bonds (I.e. post/paid, used, forfeited, refunded, released, etc.)?	Yes			
2.8.4	Does the CMS allow court users to track cash bonds separately so that the Finance Department can reconcile the cash bond fund?	Yes			
2.8.5	Does the CMS have the ability for the court user to change a cash bond amount if different than what was set out on the warrant form? (<i>For instance, sometimes the officer takes less cash than is set. This could be due to the defendant not having enough cash and/or the officer not being able to transport the defendant to jail.</i>)	Yes			
2.9	Case Notes				
2.9.1	Does the CMS allow court users to enter unlimited free text, case notes and/or comments regarding a case/person?	Yes			
2.9.1a	Can these be locked fields so that once entered cannot be modified? Only new notes made to correct mistakes?	Yes			
2.9.2	Does the CMS allow court users to mark specified case notes/comments as “open” or “closed” so that only the “open” records will be part of the court file that is open to the public and that will be printed on a case history report?	Yes			
2.9.3	Does the CMS allow a user to make case notes/comments available only to specified users (I.e. prosecutor, judge, administrator, etc.) for viewing? <i>For example, is it possible for the prosecutors to add case notes/comments regarding plea offers and only allow other prosecutors to see them?</i>	Yes			
2.10	CMS Miscellaneous				
2.10.1	Does the CMS allow the court to provide a reason for why a case was closed (warrant purged, death of defendant, appeal to district court, etc.)?	Yes			
2.10.2	Does the CMS allow the court user to reopen previously closed cases and retain all notes and actions associated with the case/person?	Yes			

2.10.3	Does the CMS allow the court to easily track probation, diversion, and/or other sentencing arrangements?	Yes			
2.10.4	Does the CMS allow for attachments to viewed (I.e. e-tickets, mug shots, insurance cards, PDF documents, Word documents, etc.) directly from the person/case?	Yes			
2.10.5	Does the CMS allow cases to be expunged and/or sealed?	Yes			
2.10.6	Does the CMS allow court users to create mailing lists based on specified criteria? <i>For instance, does the CMS have a report – or export – to create a mailing list with name, address, city, state, zip, for all defendants with an outstanding warrant in order to create a mail merge for special projects such as amnesty day notifications?</i>	Yes			
2.10.7	Does the CMS have an indicator that notifies the court clerk that the defendant has used a “bad check” in the past?	Yes			
2.11	<i>Please provide a brief explanation of how your CMS will help the city achieve its goals to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer service.</i>				
Incode complies with all State reporting and conviction reports. This includes electronic reporting of convictions or non-compliance. Incode prides itself on customer service when it comes to training and support. So much so, we provide a complete user reference list of all clients. Incode’s paperless court solution improves efficiency by automating formerly manual processes, eliminating data duplication and reducing human error. Implementing Incode’s batching capabilities for warrants alone could save hundreds of hours of manpower each week. By electronically posting warrants, letters and defendant communication directly to the electronic file rather than printing and filing, you’ll save hundreds of thousands of pieces of paper a year – their associated costs - as well as countless hours, freeing your staff to handle more important tasks. The Incode Court Case Management system, currently deployed in more than 800 municipal courts nationwide, is intuitive, cost effective and includes the features you need to make the paperless court a reality. The goal of the Tyler Support department is to provide expeditious technical assistance to Incode users in overcoming software issues, understanding certain functionality, and recommending approaches to various scenarios. Tyler offers multiple ways to contact your support personnel, as well as thousands of users across the county who have the experience.					

3. FORMS, IMAGING AND RECORDS MANAGEMENT

The new CMS must have the ability to generate many documents automatically (using forms) and a fully integrated imaging component with the ability to provide more efficient records management. Currently, the court uses many forms which are MS Word templates with merge fields. The forms are customizable and can be changed to reflect current law, fees, etc. In most cases after a court document has been created, users are able to open and edit (correct mistakes or add information to documents) and then save them again without creating a duplicate. Additionally, users and defendants are able to sign most documents electronically using signature pads (for defendants) or pre-loaded e-signature images (court staff). Many of the documents are imaged directly to the case while others are manually scanned into a third-party imaging system. This has created an environment where case files are not accessible within one system. This can cause problems with document management, retention, and it creates an extra manual step in the court process. After answering the following questions, please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient and to become paperless.

Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
3.1	Forms				
3.1.1	Does the CMS use Microsoft Word for templates with merge fields to auto-populate specified information?	No, internal document creator requiring no 3 rd party integration. Any document can be exported to Word, if needed			
3.1.2	Does the CMS allow court staff to make changes to these templates as needed, or add new forms as court processes change?	Yes			
3.1.3	Does the CMS allow court users to add free text to the form as it is being generated prior to completing the process?	Yes			
3.1.4	Does the CMS allow court staff to make changes to documents once they have been generated? (For instance, if a mistake was made on a continuance form, would the clerk be able to pull up the document, make the correction, and send it back to the defendant without creating a duplicate continuance notice?)	Yes			
3.1.5	Can documents be edited and “saved as” a new version so that changes can be tracked?	Yes			

3.1.6	Some of our documents automatically print. Does the CMS give the court the option to print all documents (or not print them)?	Yes			
3.1.7	Does the CMS allow for a quick search of documents attached?	Yes			
3.1.8	Does the CMS allow the court to scan documents directly to the case file?	Yes			
3.2	<i>Removed</i>				
3.3	<i>Records Management</i>				
3.3.1	Does the CMS allow forms to be marked as “open” or “closed” and reference the state statute section for closed records?	Yes			
3.3.2	Does the CMS allow forms to be marked with retention requirements (5 years vs. 50 years)?	Yes			
3.3.3	Does the CMS have the ability to prompt court users when documents are eligible for destruction based upon a user-defined retention schedule?	Yes, also can be put on scheduler			
3.3.4	Does the CMS allow the court user to generate an “internal case history report” and an “external case history report” that shows information that is open to the public to satisfy the Kansas Open Records Act requirements on the “external” version, but shows all information on the “internal” version?	Yes			
3.6.5	Does the CMS allow court users to redact certain information on forms that may not be open to the public (I.e. Social Security Numbers)?	Yes			
3.3.6	Does the CMS allow for OCR redaction on standard-formatted forms (so that we don’t have to manually redact standard forms)?	Yes, with Advance Redaction Features			
3.3.7	Does the CMS save an “internal” and “external” copy of specified documents so that information can be redacted on the “external” copy, but remain a true copy for “internal” purposes?	Yes			
3.3.8	Does the CMS have any connectivity to bar code scanners that can read bar codes on forms, files, folders?	Yes, batch scanning and bar code content capture			
3.3.9	If yes to 3.3.7, please explain.	Ability to print or export with/ without redactions, notes, stamps.. overlaid and if user has correct permissions to see information.			
3.4	<i>Please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient and to become paperless.</i>				

From the first incident that triggers a case – a ticket, notice or fine – dozens or even hundreds of pieces of paper can be generated. Multiply the number of documents and notices by the number of cases a court handles a year and the amount of paper can be staggering. Depending on the size of the court, it can over time literally fill complete rooms and cover the length of football fields. Considering the sheer volume, converting to a paperless system can be overwhelming to the beleaguered courts already burdened with reduced budgets and smaller staff. While technology is the obvious solution, the instinct is to believe it might be too expensive, complicated or impractical. Incode's paperless court solution improves efficiency to automating formerly manual processes; eliminate data duplication and reducing human error. In a high-volume court, or a small court or anything in between, implementing Incode's batching capabilities for warrants alone could save hundreds of hours of manpower each week. By electronically posting warrants letters and defendant communication directly to the electronic file rather than printing and filing, you'll save hundreds of thousands of pieces of paper a year – and their association costs – as well as countless hours, freeing your staff to handle more important tasks.

The Incode Court Case Management system, currently deployed in more than 800 municipal courts nationwide, is intuitive, cost effective and includes the features you need to make the paperless court a reality.

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4. ELECTRONIC FILING REQUIREMENTS FOR THE STATE OF KANSAS					
<i>The state of Kansas requires electronic submission of certain data by the court. Currently, the court is not able to submit this data electronically and has to fax or mail hard copies of documents to the state. The new CMS must be able to communicate and send the necessary data regarding abstracts, driver's license suspensions, and driver's license reinstatements to the state of Kansas as required by law (More detailed information is included in the Attachments section). After answering the following questions, please provide a detailed response to how the proposed CMS will help the court achieve its goal to comply with state-mandated reporting requirements.</i>					
Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
4.1	<i>Electronic Filing</i>				
4.1.1	Does the CMS allow for electronic filing of all convictions, abstracts, Driver's License suspensions, and Driver's License reinstatements to the Kansas Department Revenue - Motor Vehicle Division?	Yes	Mandatory		
4.1.2	Does the CMS allow the court to maintain an electronic copy of the convictions, abstracts, Driver's License suspensions, and Driver's License reinstatements after the data is sent state?	Yes			
4.1.3	Does the CMS provide an indicator showing when/what data was transmitted to the state and the date it was processed?	Yes			
4.1.4	Does the CMS allow the court to correct errors on the abstracts, Driver's License suspensions, and Driver's License reinstatements and re-send to the state?	Yes			
4.2	<i>Please provide a detailed response to how the proposed CMS will help the court achieve its goal to comply with state-mandated reporting requirements.</i>				
Incode complies with all State reporting and conviction reports. This includes electronic reporting of convictions or non-compliance. Incode prides itself on customer service when it comes to training and support. So much so, we provide a complete user reference list of all clients. We feel that when you purchase software, it should be a long-term item, not one that you will be purchasing every few years. Tyler provides on-going development to continually provide enhancements to keep the software on the cutting edge, while continuing to meet all State requirements.					

5. REPORTS

Reporting is a critical feature of any CMS. In order to make data-driven decisions, the necessary data must be accurately available. The court must also be able to easily and quickly generate custom reports. Although the list of reports below seems exhaustive, it is not. The court relies on accurate reports for daily balancing and depositing of money collected; tracking activity for monthly and annual reports; tracking performance through productivity reports; preparing dockets each day; reporting mandatory information to the state, and researching data for other departments and entities. After answering the following questions, please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer services. Please also provide more details on the reporting capabilities offered by the proposed CMS.

Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
5.1	Financial Reports: Can the CMS generate reports with the following data?				
5.1.1	Court Balancing Daily Report	Yes			
5.1.2	Daily receipts	Yes			
5.1.3	Daily payment disbursements	Yes			
5.1.4	Outstanding balances by fine/fee type	Yes			
5.1.5	Outstanding cash bonds	Yes			
5.1.6	Total amount in collections/Debt-set off	Yes			
5.1.7	Total amount received from collections/Debt-set off	Yes			
5.1.8	Amounts submitted to collections/Debt-set off vs. actually collected (show % collected of that amount submitted for specified date range with case/ticket number, defendant name, amount due, date sent to collections, amount collected, balance due)	Yes			
5.1.9	Total amount collected by cost code	Yes			
5.1.10	Total amount of restitution collected vs. ordered (to include case/ticket number, defendant name, amount ordered, date ordered, amount collected, balance due, and next court date)	Yes			
5.2	Activity Reports: Can the CMS generate reports with the following data by date or other criteria?				
5.2.1	# of cases filed by type (traffic, criminal, ordinance, commercial vehicle)	Yes			
5.2.2	# of charges by type	Yes			
5.2.3	Average # of charges per ticket/case	Yes, standard report provided # of Citations and # of Charges			
5.3.4	# of cases set for arraignment	Yes			
5.2.5	# of citations issued by officer	Yes			
5.2.6	# of cases set for trial	Yes			
5.2.7	# of guilty/no contest/not guilty pleas entered by defendant	Yes			

5.2.8	# of guilty/no contest/not guilty dispositions	Yes			
5.2.9	# of cases dismissed by the judge/prosecutor	Yes			
5.2.10	# of diversions granted	Yes			
5.2.11	# of probation granted	Yes			
5.2.12	# of cases on diversion, include diversion end-date	Yes			
5.2.13	# of cases on probation, include probation end date	Yes			
5.2.14	# of cases by case status and/or sub-status	Yes			
5.2.15	# of warrants issued/outstanding/ recalled/set-aside/served	Yes			
5.2.16	# of hours of community service	Yes			
5.2.17	# cases in collections with amounts (collected and outstanding)	Yes			
5.2.18	# of appeals filed in district court	Yes			
5.2.19	# of cases expunged	Yes, with security rights			
5.2.20	# of cases assigned to a public defender	Yes			
5.2.21	# of cases on a payment plan	Yes			
5.2.22	Amount of restitution collected	Yes			
5.2.23	# of payments made online	Yes			
5.2.24	Dispositions by offense type by date range	Yes			
5.3	Removed				
5.4	Dockets: Can the CMS generate reports with the following data?				
5.4.1	Docket reports for various dockets to include a preliminary, final and courtroom versions for each	Yes			
5.4.2	Ability to customize the information that displays on the docket reports (PROVIDE SAMPLE)	Yes			
5.5	State Reports: Can the CMS generate reports with the following data?				
5.5.1	State Fee Assessment Monthly Report (attached)	Yes	Mandatory		
5.5.2	State Caseload Summary Annual Report (attached)	Yes			
5.6	Miscellaneous and Custom Reports: Can the CMS generate reports with the following data?				
5.6.1	Court Monthly Report (attached)	Yes			
5.6.2	Court Annual Report (attached)	Yes			
5.6.3	Audit report by case/ticket number showing case/ticket number, defendant name, DL# and state, charge(s), violation date, case status, fees, fines, payments made with receipt number, balance due, and next court date (if applicable)	Yes			
5.6.4	Does the CMS allow the court to generate custom reports easily and quickly?	Yes			
5.6.4.a	If yes to 5.6.4, what format does the CMS utilize to create reports (crystal reports, etc.)?	Stimulsoft			
5.6.5	Can the data on all reports be exported to multiple applications (I.e. MS Word, Adobe Acrobat, Excel, etc.)?	Yes			

5.7	<i>Please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer services. Please also provide more details on the reporting capabilities offered by the proposed CMS.</i>
	Incode complies with all State reporting and conviction reports. This includes electronic reporting of convictions or non-compliance. Incode prides itself on customer service when it comes to training and support. So much so, we provide a complete user reference list of all clients. We feel that when you purchase software, it should be a long-term item, not one that you will be purchasing every few years. Tyler provides on-going development to continually provide enhancements to keep the software on the cutting edge, while continuing to meet all State requirements. Incode's paperless court solution improves efficiency by automating formerly manual processes, eliminating data duplication and reducing human error. In a high-volume court, implementing Incode's batching capabilities for warrants alone could save hundreds of hours of manpower each week. By electronically posting warrants, letters and defendant communication directly to the electronic file rather than printing and filing, you'll save hundreds of thousands of pieces of paper a year – and their associated costs – as well as countless hours, freeing your staff to handle more important tasks, The Incode Court Case Management system, currently deployed in more than 780 municipal courts nationwide, is intuitive, cost effective and includes the features you need to make the paperless court a reality. The goal of the Tyler Support department is to provide expeditious technical assistance to Incode users in overcoming software issues, understanding certain functionality and recommending approaches to various scenarios. Tyler offers multiple ways to contact your support personnel as well as thousands of users across the country who have the experience. In addition to Tyler meeting all State required reporting, we also offer more than 80 standard reports ranging from warrant reports to officer activity to statistical reports. These reports provide a variety of criteria, providing the user with the ability to get a wealth of information from the court data. Additionally, Tyler's report wizard allows you to create customized reports that can be used once, or saved as a template for continued use. All reports can be exported into several different formats, attached to an email, or archived directly from the software. For a complete list of our standard reports or a demonstration of the reporting wizard, please contact your Account Executive.

6. INFORMATION TECHNOLOGY

The current information technology environment at Roeland Park Municipal Court consists of the following:

Internet

- *Internet (ISP) speed: gigabit fiber*
- *Firewall Policies in effect*

Workstations

- *Windows 7 Professional and Windows 10 Professional*
- *Network Protocol: TCP/IP*
- *Network Connection Speeds: 100/1000MB*

Will your Software work with these specifications? Yes

MAINTENANCE AND SUPPORT

Please provide information about maintenance and support offerings.

- a) How would you propose to support court staff and Information Technology staff in terms of maintenance and support of the CMS?

The goal of the Tyler Support department is to provide expeditious technical assistance to Tyler users in overcoming software issues, understanding certain functionality, and recommending approaches to various scenarios. A retention rate of more than 97% suggests we do that very well and, is evidence of our commitment to customer satisfaction.

SUPPORT CHANNELS



Tyler offers **Live telephone support** on our toll-free support hotline (8am – 5pm across four US time zones). For urgent or complex questions, users receive, unlimited telephone software support.



On-line submission (portal) for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.



Our E-mail support allows our clients to ask unlimited detailed questions, attach documents and screenshots, and explain the issues so that our staff can create a resolution efficiently.



Tyler Community – your direct link to thousands of Tyler software users across the country, as well as Tyler personnel in support, implementation, sales, etc.

SUPPORT RESOURCES

A number of additional resources are available to provide a comprehensive and complete support experience:

- Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information, FAQ, blog posts, maintenance procedures, and much more.
- Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources, as well as stay up-to-date on product versions and functionality suggestions.
- Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.

Maintenance and Support

b) Please describe your problem escalation process, including:

• Initial problem identification:

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

• Triage for priority and severity of problem:

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. The goal of this structure is to help the client clearly understand and communicate the importance of the issue and to describe expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 CRITICAL	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 HIGH	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 MEDIUM	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 NON-CRITICAL	Support incident that causes failure of non-essential functionality or a	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable

Maintenance and Support

cosmetic or other issue that does not qualify as any other Priority Level.

efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

- **Steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory:**

The goal of the Tyler Support department is to provide technical assistance to Tyler Product users in overcoming issues, understanding certain functionality, and recommending approaches to various situations.

An incident is originated when a customer contacts Tyler's support staff. Support can be contacted via the toll free support line, e-mail, or the support website. The incident can be received in several different ways via our flexible support systems.

If the support incident is received via the toll-free support line, a support representative will create and log the support issue into our help desk system. The support representative will take ownership of the incident and see it to resolution. The support representative will use many different resources to resolve the issue including on-line help, Knowledge Base, advisors, team leaders, managers, and software developers.

If the support incident is received via e-mail or online support portal, an incident is created and a support representative will contact the customer based on a combination of the priority of the issue and the order that the issue was received. The support representative will take ownership of the incident and see it to resolution. The support representative will use many different resources to resolve the issue including on-line help, Knowledge Base, advisors, team leaders, managers, and software developers.

The Team Leaders and Manager of Support Services monitor the status of all support incidents received during the day. In situations where the Team Leaders or Manager identify an incident that needs escalation, the Team Leader or Manager may manually escalate the incident or assign it to a specific support representative. If the software support representative cannot resolve the incident, they have several different levels of help in order to resolve the incident in a timely manner. The levels are as follows: Support Specialist > Advisor > Team Leader > Manager of Support Services > Director of Client Services.

- **Final authority regarding conflicts:**

Tyler and the County will communicate to resolve any outstanding conflicts. If a resolution cannot be made, a Tyler manager will attempt a final resolution.

c) Do you have the ability to use a VPN to access a court computer to troubleshoot issues?

Yes.

d) Please describe the change request processing procedures and policies that you currently use.

When a change is needed, the County Project Manager will submit a change request to the Tyler Project Manager. They Tyler team will assess the change and determine both the size as well as the

Maintenance and Support

effect on the schedule. This document is submitted to the client steering committee for their review/approval.

e) Do the annual maintenance fees entitle the city to upgrades and enhancements with no added costs and/or fees?

Yes. There is no additional cost to upgrade/update if the County is current on annual maintenance fees.

f) Describe how the City will be notified of updates and modifications.

Tyler has proven history of providing upgrades and enhancement releases on a continual basis, which are available to all clients. Our Evergreen Philosophy ensures that those upgrades and enhancements are provided at no cost to those current with their annual software maintenance contract.

Enhancement releases take place every year and are scheduled with the client to provide the best possible timeframe for both the client and Tyler. Upgrades, however, occur periodically and are initiated by the client at any time via the Internet through a process called Live Update, making the process as convenient as possible for our clients. Patches and fixes are provided to the client through Live Update as well.

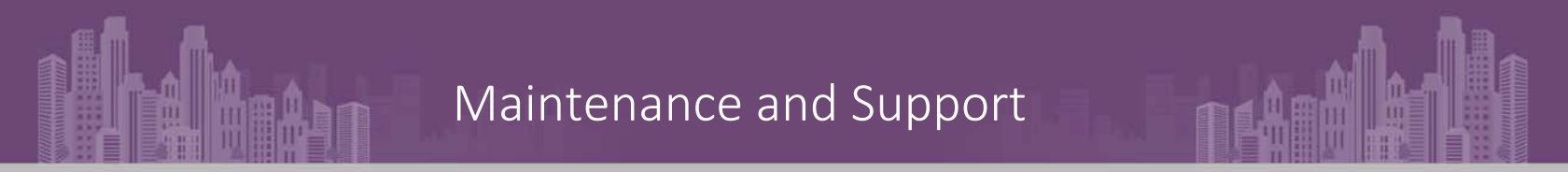


With over 800 professionals working with Tyler’s software and almost half of those in Development and Implementation, we have successfully migrated many of our customers through three generations of software. Tyler views this software development and migration as a stewardship of your annual maintenance dollars. Those dollars are invested on behalf of our customers into new products and features, continually taking advantage of current technology.

Our evergreen development philosophy has been a strong differentiator that separates us from our competitors and provides a significant cost savings to our family of clients. Through evergreen, our clients receive the latest technology developments, releases and updates without paying additional license fees – for the life of their Tyler product. While this has provided our clients with a return on investment that is unrivaled in our industry, the frequency and complexity of software releases can sometimes create a “consumption gap” for our clients.

The gap exists when new features are released and, over time, users don’t learn and apply these features to their work environments. In these instances, this consumption gap increases, causing the user to fall further and further behind on optimally using the product. Clients facing this situation are no longer benefiting from the full functionality of the product, or from the latest technology enhancements.





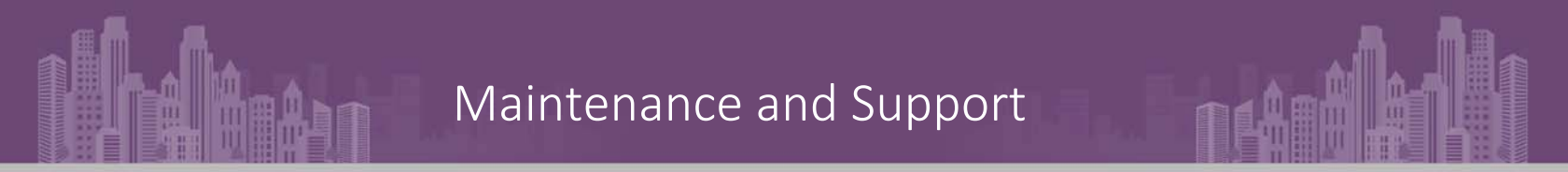
Maintenance and Support

EverGuide™ is a Tyler-wide continuous improvement initiative to address these issues. EverGuide is an extension of our evergreen philosophy, and will offer services and consulting to help clients maximize, protect and get the most from their software investment.

- Through our EverGuide initiative, we will:
- Help clients better leverage product enhancements
- Provide a workflow “maturity model” for clients to follow
- Offer strategic planning services and training resources
- Offer a client executive program to help clients build and implement a continuous
- improvement plan
- Provide domain expertise, with defined integration points and common support methodology

As every Tyler product is different, EverGuide will be customized by product group and client type to ensure we are delivering the right level of services and support to meet the unique needs of our clients.

With EverGuide, our goal is to help our clients continue to grow and evolve their use of the functionality and enhancements of their Tyler product over a long period of time. It’s also our hope that this initiative is a catalyst for our clients’ organizations to embrace change, commit to training and developing their staff, and fully use the wide ranges of Tyler’s service and support offerings available to them.

A stylized, light purple silhouette of a city skyline with various skyscrapers and buildings, spanning the top of the page.

Maintenance and Support

INTERFACE WITH OTHER APPLICATIONS

Please review and provide information relative to the ability of the CMS to interface with existing programs and databases maintained by the City and those maintained by a third party:

Email integration (City currently uses Outlook 365)

Tyler integrates with all Microsoft Office suites.

Online payments (City currently contracts with Forte Payments to provide this service.)

Tyler's Court Case Management solution utilizes InSite for online payments. This is an integrated Tyler product. See Key Issues & Considerations for complete details on InSite. Tyler is also willing to discuss the current process in detail.

Collections (City currently contracts with the CBK, a private collection agency, and may begin using the State of Kansas' Debt Set-Off Program, which is used to collect outstanding debts through the sequestration of state income taxes.)

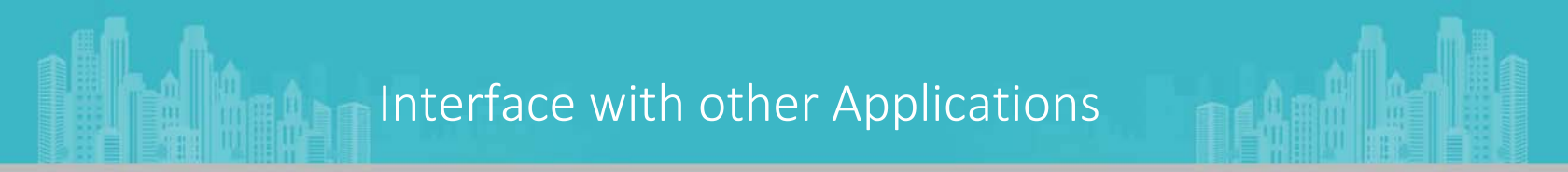
Tyler integrates with collections agencies.

Thermal Receipt Printers (City currently uses thermal receipt printers in the clerks area for receipts, continuances, and payment plans. The printer is an Epson Model M63UA.)

Tyler integrates with thermal receipt printers

Financial System – City intends to use Citizen serve to manage financials and would like the option to integrate with the CMS or create a patch

Payments are processed in Tyler Incode Cashiering and the system will produce a file drop sent to the third party financial system that will update the general ledger.



Interface with other Applications

IMPLEMENTATION

Tyler's implementation process demonstrates our long-term commitment to our public sector clients. Our implementation process is a project roadmap that takes you from software installation up to the daily, normal use of the new software system. Tyler's goal is to provide the best software, services and support to you, our clients. Your organization benefits from the fact that we perform our own implementations and know our software better than anyone. As a Tyler client, you receive guidance throughout implementation from experienced Tyler professionals who have implemented Tyler products in more than 8,000 public sector implementation projects.

PROVEN APPROACH

Tyler utilizes a proven stage-driven implementation approach. An approach of this nature is preferable because it allows for ongoing validation of system decisions throughout the project as improved knowledge is learned and shared during each stage. The stages build on one another, allowing the project to progress with the goal of delivering a refined and mature solution which meets your policies and procedures, while taking into account best practices recognized in the industry. Moreover, this approach ensures that process-specific details are mastered prior to moving to each subsequent stage. A formalized sign off process, defined by major objectives, deliverables and outcomes, is the key to a successful implementation.

METHODOLOGY

Tyler's methodology is straightforward and based on three vital foundations: industry experience, expert resources, and a globally-recognized project management approach. We combine our in-house expertise in successful implementations and integrate it with the principles of the Project Management Institute® (PMI), a globally recognized organization dedicated to the project management profession.

Utilizing the five process groups outlined in the PMI's *PMBOK® (Project Management Body of Knowledge) Guide* — Initiating, Planning, Executing, Monitoring and Controlling, and Closing — we deliver a tested and proven approach to every project. We have integrated industry tools and technologies from PMI with Tyler's implementation experience, to yield a proven approach that is tailored specifically to the public sector. Our project managers are trained to maintain the professional standards of PMI.

Tyler's trained personnel perform and guide all aspects of an implementation. Our staff consists of seasoned professionals with years of experience, and unique and proprietary skills, specialized in managing and delivering projects focusing on your business processes.

Our implementation process also emphasizes the importance of cultural change management. This is how we guide you through the changes that accompany implementation of a new software system

Implementation

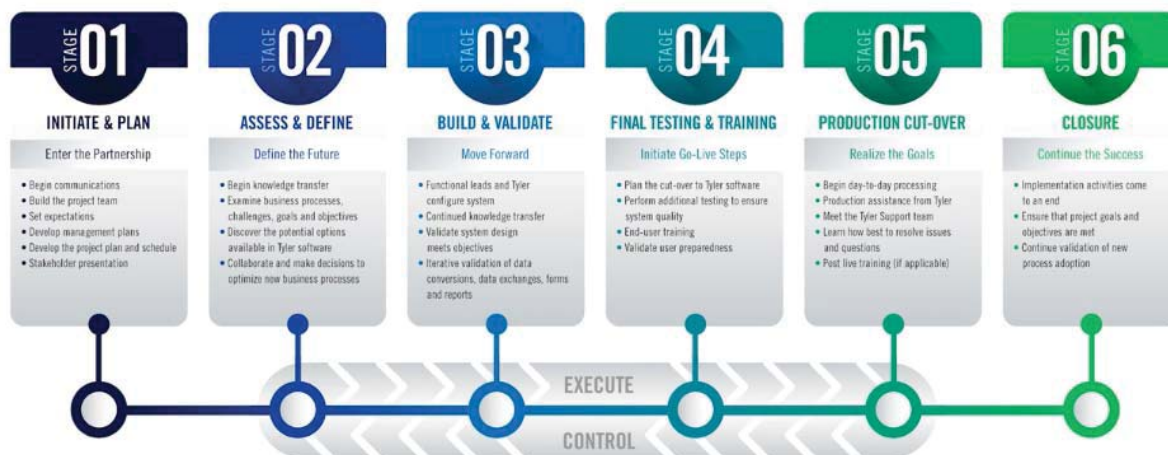
and help to ensure a smooth transition. Our implementation staff is experienced in analyzing policies, procedures, and organizational needs. The proof of our approach is in the outcome — a successful implementation.

Throughout a project, we establish control points (critical review points) to ensure your organization fully understands and accepts the project progress. It is at these check points that your stakeholders monitoring the overall project must formally accept the project to date. Once there is formal acceptance, the project will proceed to the next stage.

Tyler takes pride in our implementation process and deliverables. We focus on you and setting you up for success. Our product experts strive to gain understanding of your needs and current business practices, while recommending best practices to best leverage your new technology. Our implementation process positions you to successfully utilize Tyler products at go-live and to consume the new technology developments delivered through our software releases and upgrades.

Installation Plan

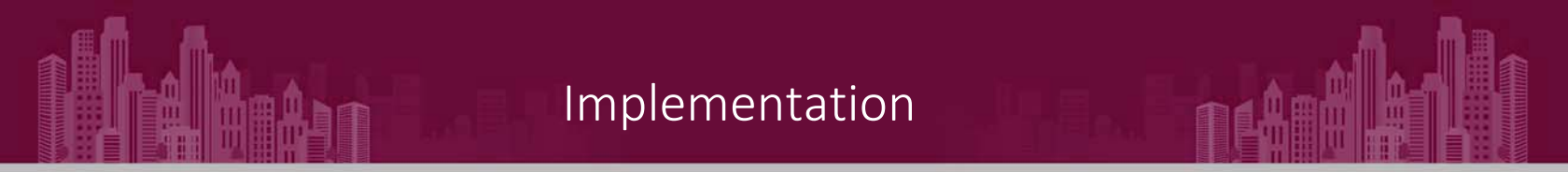
The Tyler approach, built upon PMI process groups and our industry expertise, is depicted on the following high-level illustration.



STAGE 1: INITIATE & PLAN

This stage of the implementation process commences once a contract has been signed. The project starts with the implementation team comprised of your executive sponsor, project leader and the Tyler project manager, who work together to define project expectations and establish a baseline project plan and schedule. During the Initiation stage, the Tyler team leads discussions with you to begin system infrastructure planning, outline goals and timelines, and finalize processes for the implementation of all products in the scope of the project.

As part of the Planning step of this stage, project stakeholders within your organization are identified. These stakeholders monitor the overall project and are essential to a successful implementation.



Implementation

They ensure that the project is aligned with your larger goals. This group, in conjunction with Tyler's project manager, is responsible for monitoring the project and providing formal acceptance of each stage. Once stakeholders are determined, functional leaders are chosen for the project to provide expertise on your business processes. Implementation Management Plans are provided to all, which outline the management of scope, schedule, quality/testing, resources, communication, upgrades and risk. These plans may be updated in cooperation with the project team.

The Planning and Initiation stage concludes with a high-level project schedule Stakeholder Presentation to all of your key project stakeholders.

STAGE 2: ASSESS & DEFINE

The Assess and Define stage starts with a fundamental review to provide your project team with a preliminary knowledge transfer of how the system functions. The goal of this stage is to examine and analyze your unique business needs and to translate the findings into a system design plan as an output. Tyler's consultants and your subject matter experts perform a Current/Future State Analysis of your current and required future business processes. The system design plan addresses key business drivers, which ensures that all requirements for a successful implementation are presented and accepted. Additional outputs of this stage consist of a plan addressing and identifying data conversions, standard data exchanges to third party systems, and forms and reports.

The Assess and Define stage concludes with a formal acceptance of the defined deliverables and project outcomes.

STAGE 3: BUILD & VALIDATE

After the system is built, your internal team will work with the Tyler team to establish and validate the system configuration and complete due diligence for systems readiness during the Build & Validate stage. Your project staff validate the system design, converted data, standard third party data exchanges, forms and reports. A strategic component of this stage ensures the key individuals are trained and enabled for self-sufficient system operations.

Once trained, validation and testing procedures commence in an iterative fashion for data conversions, third party data exchanges, employee and citizen-facing forms, and key stakeholder reports.

This stage is considered completed when the primary/key users have reviewed the system configuration to ensure that they are in alignment with the business processes, goals and objectives of the project.

STAGE 4: FINAL TESTING & TRAINING

The Final Testing & Training stage is designed to facilitate maximum knowledge transfer. Together with the Tyler project manager and implementation consultants, we will develop a cutover plan which will detail the critical items that need to be completed in order to go live, such as: final

Implementation

trainings, interface testing and validation, conversion cutover schedule and timing, User Acceptance Testing (UAT) and the training schedule to roll-out the system

Prior to end-user training, your users will follow detailed test scripts through a UAT process to ensure proper validation of the system is performed. UAT ensures that all data and configuration needs have been met and that the software is ready for day-to-day business processing.

This stage concludes with final training for your end users and formal approval of the system's readiness to support your business processes prior to moving forward to go-live.

STAGE 5: PRODUCTION CUTOVER

The vital stage of Production Cutover is comprised of production and post production support. Final data conversion is completed as necessary. All the prior training and planning now culminates as your organization is self-sufficient within the new Tyler environment. Now you are operating in the production environment with the support of the Tyler project team. If required or planned upon during the initial stages, post-live education and training is implemented.

The phase closes with a transition to the product support team.

STAGE 6: PHASE/PROJECT CLOSURE

The final stage of implementation, Phase/Project Closure, is to bring a formal closure to the project phases, or to the whole Tyler implementation if no additional phases are required. Through a formal project close-out meeting and acceptance from stakeholders, both teams formalize the completion of a successful Tyler implementation. The deliverables completed through the project close-out meeting may include such topics as lessons learned, a review of accomplishments and final acceptance of the project work completed.

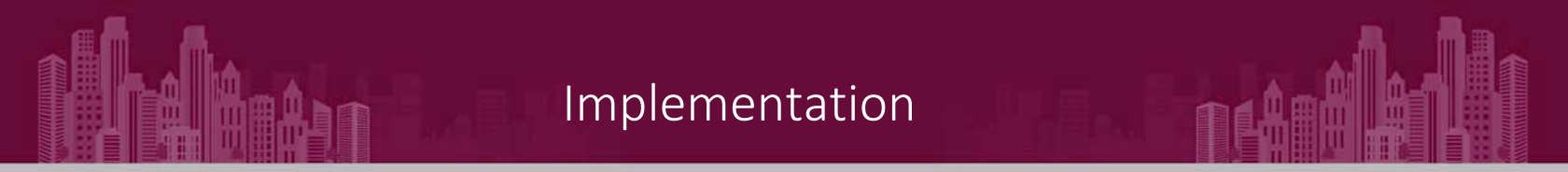
Testing Plan

A Quality Management / Testing Plan establishes processes and activities to ensure that project objectives outlined within the Implementation Management Plan are successfully implemented. The Quality Management / Testing Plan addresses both the project and the product, meaning that tests are conducted at appropriate times throughout the project and that they test different facets of the product as the future-state system evolves. The tests examine all of the implemented functions and processes to ensure that the goals and requirements for the project are fully satisfied.

PURPOSE

The Quality Management / Testing Plan defines and monitors critical milestones. Failure to meet critical milestones may negatively impact project timing, which could affect go-live.

It also provides a controlled environment for high-level product testing, taking into account full module integration, import and export interface integrity, functional flow and reliability.



Implementation

METHODOLOGY

Although potential problems can be exposed using standard quality assurance testing methods, the project teams also conduct testing throughout the life of the project to expose issues that would normally only be revealed in a production environment. A comprehensive testing plan is set in place and may include the following: system infrastructure audit, conversions, third-party data exchange, customization, form/reporting, configuration validation testing, and user acceptance testing. The Quality Management / Testing Plan will be mutually agreed upon prior to executing any of the tests.

OVERVIEW

SYSTEM INFRASTRUCTURE AUDIT

The foundation of the system is fully vetted to ensure that the system hardware meets specifications and vital system infrastructure information is available.

CONVERSION VALIDATION AND TESTING

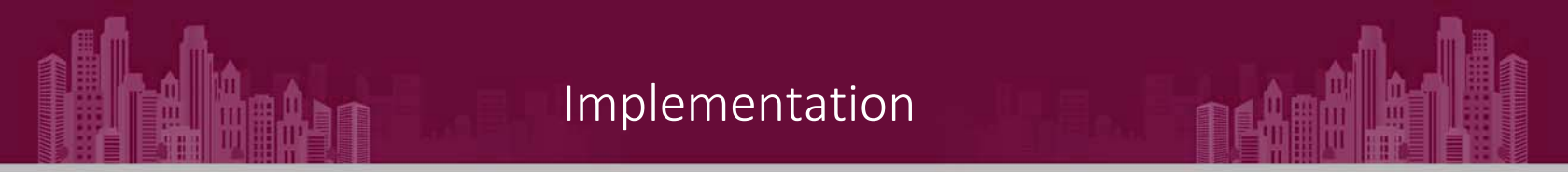
Conversion proofing is performed after each pass of converted data is loaded. Control reports, filtering techniques, comparison reports and visual inspection are all part of this process. The purpose is to identify all issues with data, whether due to mapping inconsistencies, source data issues, data submission content or conversion programming errors. The goal is to have acceptance of conversion programming completed prior to the pre-live period so that final conversions have little or no risk of data or conversion programming issues. Final acceptance is necessary prior to live processing as the last step before data is loaded in the live database for live processing to begin.

DATA EXCHANGE TESTING

Exchange testing involves the observation of inter-module and third-party data flow and effect. Throughout the implementation, special attention is paid to the exchange integrity of the system which is validated via standard training, parallel testing and customization testing. Whether between Tyler applications or third-party exchanges, all aspects of functional integrity are tested thoroughly. Customization testing is performed to verify that contracted custom modifications delivered from Tyler work as specified in the approved product specifications.

SYSTEM DESIGN VALIDATION

Testing ensures that the system has been built to conform to the design determined during the Assess and Design stage, and that it complies with the business process decisions you have made. The purpose of the test is to provide an opportunity for validation of business process decisions in the actual application. A key part of the test is to conduct a transaction test, during which typical business transactions, specific to a given area of configuration, are duplicated and validated.



Implementation

FORMS AND REPORT TESTING

Testing of your constituent-facing output — checks, invoices, bills, permits, report cards, etc. — is an essential component of the testing plan. Each constituent-facing form and report is validated using the data output created during the system design validation. This continues as a repeated and iterative process whereby testing occurs as your users validate processes, print these outputs as part of training sessions and perform User Acceptance Testing (UAT).

USER ACCEPTANCE TESTING (UAT)

The objective of UAT is to confirm that the system is ready for daily deployment and operational use. During UAT, your functional leads and power users are required to participate by testing the system's functionality, features and performance. Tyler guides you through this process by assisting in the establishment of a test plan and implementing routine communication protocols to ensure reported issues are prioritized and addressed based on established standards. Thorough end-to-end testing completed by your functional leads and power users sets the tone for the success of the production cutover process, both in system readiness for live transactions and in user proficiency in the software tools prior to go-live.

THE BENEFITS OF TESTING

Through this process, end-users gain extensive product experience, develop a high level of confidence in Tyler's products and understand their specific functions within the system. Expected benefits from the completion of these tests also include:

- The infrastructure of hardware and network design is thoroughly tested
- Customizations and exchanges are fully integrated into the product
- A managed issues list is fully quantified

SOFTWARE ENVIRONMENTS

Customizations, exchanges, conversions and other data and programmatic elements are tested in a non-production environment. This environment also serves as the UAT environment.

This environment provides the structure and supporting programs for user testing performed throughout the duration of the project. The desired result of the user testing process is functional goal acceptance achieved through managed issue identification, resolution and testing.

MEASUREMENT AND TRACKING

Once corrections have been delivered, your Project Manager and the Tyler Project Managers determine if repeat testing can continue from a stopped point or if it must be restarted.

Implementation

Tyler requires a final sign-off prior to going live on any module. This sign-off document will outline the status of any remaining open issues related to the module, confirming the issue status and the associated priority code. Your project team and the Tyler project team will review all items and make a decision as to the ability to begin live processing. The sign-off will signify the end of the system test stage for the module.

TESTING CONCLUSION

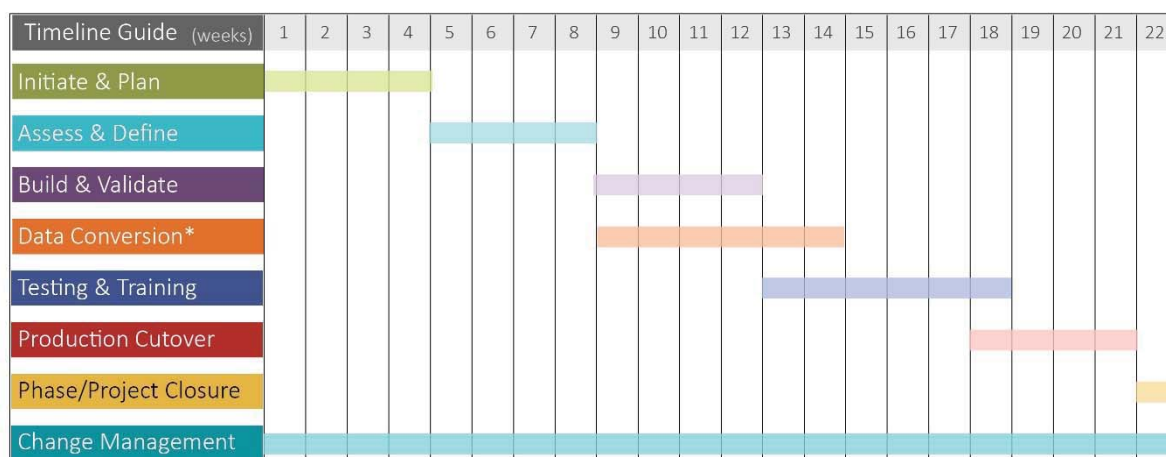
Clear communication, recordkeeping and analysis by your project team, Tyler Project Manager(s) and Tyler implementation teams are critical in order to move through the testing phase both successfully and in a timely manner. A member of these teams will need to identify the issues and then determine what type of issue resolution is necessary. Most issues can be categorized as they relate to the following:

- Module design or setup
- Best practice re-engineering
- Change in scope
- Software modification requests

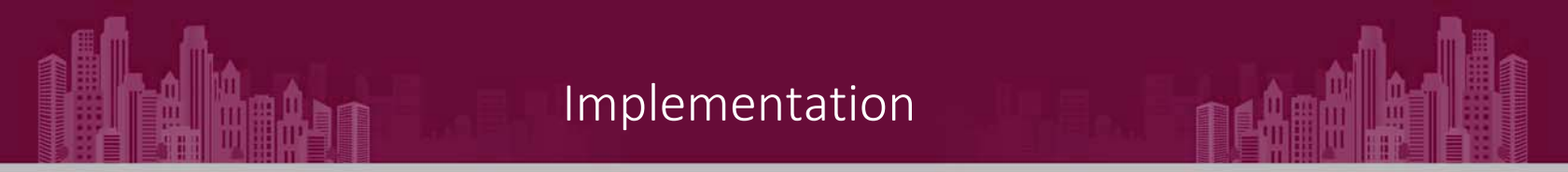
Issue tracking, resolution accountability, timely testing and completed issue resolution are absolutely necessary in a successfully completed project. The testing phase is a shared responsibility and must be recognized as such.

Project Plan and Schedule

The Implementation Sample Gantt chart is included here as a reference tool to see the most ideal scenario for your software implementation. This is merely a suggested timeline, and is in no way a commitment from Tyler.



*If included in scope of project. Review scope or cost summary for details

A decorative graphic at the top of the page featuring a silhouette of a city skyline with various skyscrapers and buildings in shades of maroon and grey.

Implementation

EDUCATION AND TRAINING

Please provide a detailed narrative of the proposed educational and training plan.

A key part of any implementation is training users at all levels. Fully trained users understand how to use your new software system to record and report information that helps them to do their jobs better. This is critical to user acceptance of the system and crucial to a successful implementation.

Tyler offers several training formats to accommodate our diverse clients' needs. On-site training by Tyler staff provides hands-on learning in your own labs. Tyler also provides flexible alternatives including remote collaborative training technology, and may offer video and software tutorial media. Regardless of the scope or logistics, your resources receive consultative knowledge transfer sessions that are a combination of lecture and hands-on education, using your data. Tyler requests that managers attend training with their employees. This ensures that the managers can confirm the proper transfer of knowledge has occurred. This also allows employees to ask the manager policy-related questions about how the system will work within their department.

Tyler has developed a dynamic set of training and education resources and services that are tailored to your needs, the Tyler products you are implementing and the scope of your project budget.

TRAINING METHODOLOGY

A mutually developed education plan lays out the process of transferring knowledge between you and Tyler. We refer to our plan as an "education plan" as opposed to a "training plan" for several reasons. First, the process of transferring knowledge is vital to the analysis phase of our project. During analysis, we review the current environment, provide Tyler demonstrations, review questionnaires and flow charts, and ultimately arrive at a future state model. The future state model becomes the foundation for user training. Second, training denotes a classroom setting with teacher and pupil. While training will occur, it is only a piece of the overall education needed to be a proficient Tyler user.

PURPOSE

The purpose of the education plan is to:

- Communicate the process to stakeholders and functional leaders
- Answer specific questions (where will classrooms be established, what database environment will be utilized, etc.)
- Establish action items and link project personnel as owners
- Define measurement criteria to ensure the plan has been successfully followed

FUNDAMENTALS REVIEW

In this step, your functional leads and power users become familiar with the new Tyler system and its capabilities, language and processes before the start of the current/future state analysis. This allows users on your team to better engage with the Tyler implementation consultants during regular training hours, empowers your staff with experience and a more complete understanding of the system, and provides a strong foundation for ongoing conversations regarding the future state processing. Fundamentals review eases the transition into implementation and training, garnering better results and a greater understanding of new processes.

GOALS

- Learn general Tyler Technologies terminology
- Experience the basic functionality of your new software solution
- Explore the configuration options including data flow, connectivity, etc.
- Encourage discussions within your organization of desired configuration for design and future processing
- Discover some of the software capabilities available for consideration
- Improve communication between you and Tyler through software knowledge

CONFIGURATION AND POWER USER TRAINING

This stage enables your power users to validate the new software based upon the output from the future state analysis. A high-level exploration of the system results in greater comprehension and retention of system features and functionality. Configuration training may include data conversions validation, configuration validation testing, third-party data exchange validation, forms/reports validation and customization validation.

TRAIN THE TRAINER

Tyler provides training to functional leads and power users throughout the implementation, as the set-up knowledge is key to a self-sufficient user. Tyler provides training to your internal trainers, who in turn train the end user community. End user training is scheduled during the project and is usually done just prior to, or just after, going live. Training materials will be provided and may be customized prior to this training.

BENEFITS

- Powers users become immediate stakeholders
- Training between the power users and peers creates a comfortable environment

- Reduced learning times and more flexible training scheduling

TECHNICAL AND SYSTEM ADMINISTRATION TRAINING

Technical training begins at the time of software installation. Tyler's installation team teaches the technical staff how the software is configured within the operating system, as well as basic system maintenance routines such as backups, loading releases, and refreshing training and test databases.

System administration training is conducted after software installation to show users how to update users, permissions, menu security, workflow administration, etc. from within Tyler's software. Your System Administrator necessarily attends these sessions; functional leaders should also attend to have a thorough understanding of the permissions and options available.

END USER TRAINING

After the functional leaders and power users are trained, the system parameters and tables are set up and/or converted, and processes are defined and tested, End users attend applicable scheduled training. Many agencies conduct this training prior to go-live so that these users may assist in system testing and verification, and become familiar with their new processes.

SCHEDULING AND ATTENDANCE

Tyler prefers a classroom and curriculum approach for on-site training to ensure knowledge transfer, comprehension, and retention. A successful user training session is in a classroom environment with a computer for each user (minimum of one computer for every two users, but ideally one per user), a whiteboard, a printer in the room or nearby, and one computer connected to a projector. The size of the class depends on the classroom size and the available computers for training. Ideally, a class size should be limited to twelve (12) users in order to keep the session controlled and ensure that all users are receiving an appropriate level of personalized attention. The specific course topics are discussed and scheduled after analysis, depending on your agency's specific training needs.

Attendance to the training is a critical during implementation. By participating in training courses, your employees gain critical hands-on experience with the system, and learn the Tyler approach. Tyler's training staff will take attendance during classes, and relay that information back to your Project Manager for review. This ensures that users get the complete benefit of training and reduces support incidents after go-live.

RESPONSIBILITIES

Both teams collaborate on all aspects of training which will be discussed and documented during the planning stage of the project. The expectation is for Tyler to provide one occurrence of each scheduled training. You will be responsible for the logistics of the training by completing such tasks as scheduling resources and ensuring facilities are available. These sessions are to be attended by your

key staff members so that they can then disseminate the information they learn to others in your organization if or when necessary. Tyler knows the value of being prepared for the use of our software in production, so we contribute to an ongoing education effort by recommending functional processes to be presented to specific departments, and share training materials used during our sessions. Our goal is to partner with you and lend our expertise and best approaches based on our experiences, in order to allow your resources to be successful at go-live. Changes to these expectations are discussed during project planning, and are based upon your specific business environment and resources.

ADDITIONAL TRAINING RESOURCES

How long will training take place?

Please see the Project Plan and Schedule in the previous section.

Who will set-up the new CMS and what type of impact will it have on current court operations?

Tyler will set up the new CMS with assistance from the City. We intend to make the transition from the City's current system to the Tyler system as seamless as possible. It should not interfere with the day-to-day activities of the Court.

Where will the training be located?

Some training will be on-site at the City's offices as needed and as defined in the Statement of Work to be determined during contract negotiations. Some training will be online via Tyler University as determined by the Statement of Work.

Is there an online training option?

TYLER UNIVERSITY — TYLER U*

Tyler offers training through our Learning Management System — Tyler U — to our client base. Tyler U training provides an excellent opportunity for customers to learn introductory, new, or advanced processes at their own pace.

STATE USER GROUPS

Sound development of the Tyler product is largely driven by existing clients. To that end, we encourage active, client-organized product user groups. User groups typically consist of like-minded customers in geographic proximity of one another and running the same or similar Tyler applications.

ONLINE RESOURCES

Our knowledgebase and website include hundreds of searchable documents, videos and reports for users to view, download and modify. These include how-to documents, user conference session documents, best practices and more.

TYLER CONNECT

Tyler hosts an annual education forum, Tyler Connect, which serves our customers' need for new or refresher information on our software products. Each class is tailored to meet the needs of attendees in order to increase productivity and, ultimately, improve responsiveness to your citizens and clients. Tyler is a nationwide community dedicated to learning, growing, sharing, and connecting every year.

*Not available for all Tyler solutions and products.

Do you provide manuals (printed or electronic)?

Yes, online.

Do you offer a help line? If so, what hours is it staffed? Is the training included in the cost of the proposal?

Yes. Your Tyler Project Manager is available during the implementation and training process and will provide a direct office line as well as a direct email address. Training is included in the cost of the proposal.

Is ongoing support included in the cost of the proposal? If so how much per year? If there is an additional cost, please outline.

Yes. Please see pricing. Annual support costs are all-inclusive.

Please provide three references (name and contact information) who can confirm their experiences with the training provided by your team.

1.

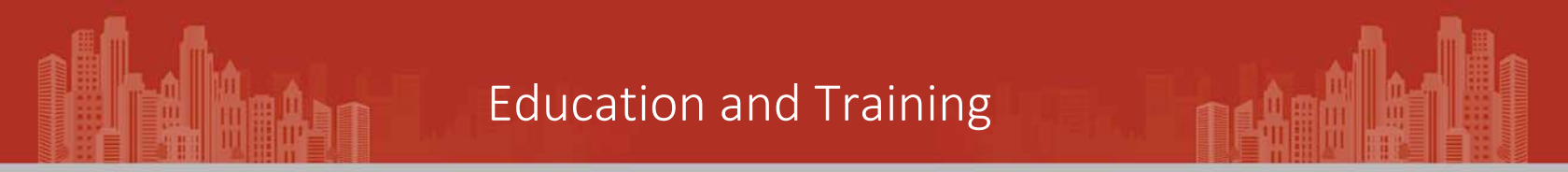
Belton, MO

2.

Prairie Village, KS

3.

Carrollton, TX



Education and Training

PRICING

PRICING NOTES

The following Pricing is based on the stated requirements provided by City of Roeland Park in this RFP. It includes Tyler software license fees, estimated services, project management, conversion, and travel and expense costs.

Any stated conversion prices may vary depending on cooperation of previous vendor and/or the complexity of converting the data.

Travel expenses are estimated, however, actual expenses will be billable.

The license fees listed in this Cost Summary do not include any tax or other governmental impositions including, without limitation, sales, use, or excise tax. All applicable sales tax, use tax, or excise tax shall be paid by client and shall be paid over to the proper authorities by client or reimbursed by client to Tyler Technology on demand in the event that Tyler Technology is responsible or demand is made on Tyler Technology for the payment thereof. If tax-exempt, client must provide Tyler Technology with client's tax-exempt number or form.



Pricing

10. PRICING

In this section the vendor shall provide detailed cost information for the proposed CMS. This section, at a minimum, shall include a total of ALL costs for each category listed below. If there are costs associated with categories or services that are not listed below please add them to the list along with the cost. Pricing information included in other sections of the RFP response must be incorporated into this section. "Optional" costs must be clearly marked as such in the columns provided. Cost shall be provided for the complete turn-key solution.

PRICING	Optional Items			
	One-time Cost	Annual Cost	One-time Cost*	Annual Cost
Software/Software Licensing (Itemize below, if any)	\$23,770			
Software Support/Maintenance (Itemize below, if any)		\$5,943		
Hardware (Itemize below, if any)	\$2,150			
Hardware Support/Maintenance (Itemize below, if any)		\$323		
Service/Maintenance Agreements (Itemize below, if any)	800	\$3,950		
Training and Education	\$5,000	\$594		
Installation	\$9,200			
Fully Mapped Data and Imaging Conversion	\$13,000			
Updates				
Documentation				
TOTAL COST	\$53,920	10,810		
Additional Option:				
Cost to add a collections module to the system if applicable				
License for additional users	NA	NA		

*Include all pertinent details about any optional pricing components below:

Software License	One-Time Fee	Annual Maintenance
• Tyler Content Manager (TCM)	\$5,445	\$1,361
• Criminal Court Case Management	\$6,600	\$1,650
• Cashiering	\$0	\$0
• Citation Issuing Device Interface	\$4,000	\$1,000
• General Ledger Interface	\$3,575	\$894
• Collection Agency Export Interface	\$1,650	\$413
• Court Payment Import	<u>\$2,500</u>	<u>\$625</u>
Total	<u>\$23,770</u>	<u>\$5,943</u>

• Thermal Receipt Printer	\$1,050	\$203
• Cash Drawer	\$250	\$40
• Scanner	\$450	\$0
• Signature Pad	<u>\$400</u>	<u>\$80</u>
Total	<u>\$2,150</u>	<u>\$323</u>

Service/Maintenance Agreements	One-Time Fee	Annual Maintenance
• Court Online Component	\$800	\$1,200
• Online Records Search	<u>\$0</u>	<u>\$2,750</u>
Total	<u>\$800</u>	<u>\$3,950</u>

CONFIDENTIAL



Sales Quotation For

City of Roeland Park
4600 W 51st St Ste 200
Roeland Park , KS 66205-3501
Phone: +1 (913) 722-2600

Quoted By: John Hardin
Quote Expiration: 5/4/2019
Quote Name: Roeland Park KS - Court
Quote Number: 2018-60597
Quote Description: Roeland Park KS - Court

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	\$5,445	32	\$3,200	\$0	\$8,645	\$1,361
Incode Court Suite						
Criminal Court Case Mgt	\$6,600	52	\$5,200	\$13,000	\$24,800	\$1,650
Cashiering	\$0	4	\$400	\$0	\$400	\$0
Citation Issuing Device Interface	\$4,000	0	\$0	\$0	\$4,000	\$1,000
General Ledger (non-Incode) Interface	\$3,575	0	\$0	\$0	\$3,575	\$894
Collection Agency Export Interface	\$1,650	0	\$0	\$0	\$1,650	\$413
Court Payment Import (Generic Interface)	\$2,500	4	\$400	\$0	\$2,900	\$625
Sub-Total:	\$23,770		\$9,200	\$13,000	\$45,970	\$5,943
TOTAL:	\$23,770	92	\$9,200	\$13,000	\$45,970	\$5,943

Tyler Software and Related Services - Annual

Description	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Incode Court Suite				
Court IVR	0	\$0	\$0	\$0
Tyler Hosted Applications				
Court Online Component	0	\$0	\$0	\$1,200
Notifications for Court	0	\$0	\$0	\$0
Tyler U	0	\$0	\$0	\$594
Online Record Search	0	\$0	\$0	\$2,750
Sub-Total:		\$0	\$0	\$4,544
TOTAL:	0	\$0	\$0	\$4,544

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	\$5,000	\$5,000	\$0
Online Application -Set up fee	1	\$800	\$800	\$0

TOTAL: \$5,800 \$0

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	\$1,050	\$0	\$1,050	\$203	\$0	\$203
Media Plus Automated Cash Drawer -Black NEW	1	\$250	\$0	\$250	\$40	\$0	\$40
Canon DR-C225 Sheetfed Scanner - VV7373	1	\$450	\$0	\$450	\$0	\$0	\$0
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	1	\$400	\$0	\$400	\$80	\$0	\$80
TOTAL:				\$2,150			\$323

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$23,770	\$5,943
Total Tyler Annual	\$0	\$4,544
Total Tyler Services	\$28,000	\$0
Total Third Party Hardware, Software and Services	\$2,150	\$323
Summary Total	\$53,920	\$10,810
Contract Total	\$64,730	

Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Unicode Court Suite				
Court Case Management -Conversion	8	\$100	\$5,000	\$5,800
Warrants & Judgements -Conversion	4	\$100	\$1,500	\$1,900
Court -Fee Instance, Payment Plans, Restitution -Conversion - Conversion	8	\$100	\$4,500	\$5,300
Total:				\$13,000

Comments

- Incode Court Online component displays citations for payment, payment plans, payment options, deferred disposition. Make payments, collects pleas from defendants, security SSL (secure socket layer), payment processing (credit card), and payment packet is created to be imported to Court system. Note that the defendant pays \$2.50-\$3.50 fee per transaction for payment on-line.
- Incode Notification for Courts (\$.20 per violation) - defendant notification by phone. Calls can be made for citation issued, court date reminders, court date missed and notification of next step, warrant issued, and payment plan due date reminder etc. Case is updated after each call. Call can be taken live, a message left, or no answer (court creates unique message for each call type and call can be in English or Spanish). The call can go to the attorney rather than the defendant. Incode Notification for Courts (\$.20 per text) - Defendant notification by text. Text can be made for the citation issues, court date reminder, court date missed and notification of next step, warrant issued, and payment plan due date reminder. Note: The Court will be billed by Tyler Technologies quarterly for the calls/texts conducted. The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with the setup and creation of the campaigns. Trial offer is free for 30 days and the campaign is limited to a one year time frame. Both campaigns must be used within the 30 day time frame. If more than 2 campaigns are used, then the customer will be billed for the additional campaigns.
- Court Case Management conversion includes basic case data.
- IVR solution for Court- The payment packet is created in centralized cash collections, the IVR system gives the defendant the balance owed on the citation, the defendant makes the payment by phone and the citation is updated with the payment record. Note: There is a \$2.50 per transaction fee associated with IVR that will be paid by the client unless Tyler is instructed by the client to pass along to the user at time of payment.

KEY ISSUES AND CONSIDERATIONS

PAPERLESS COURT WITH TYLER

THE RIGHT TECHNOLOGY FOR SUCCESS

From the first incident that triggers a case—a ticket, notice or fine—dozens or even hundreds of pieces of paper can be generated. Multiply the number of documents and notices by the number of cases a court handles a year, and the amount of paper can be staggering. Depending on the size of the court, it can, over time, literally fill complete rooms and cover the length of football fields.

Considering the sheer volume, converting to a paperless system can be overwhelming to beleaguered courts already burdened with reduced budgets and smaller staffs. While technology is the obvious solution, the instinct is to believe it might be too expensive, complicated or impractical.

Incode's paperless court solution improves efficiency by automating formerly manual processes, eliminating data duplication and reducing human error. In a high-volume court, implementing Incode's batching capabilities for warrants alone could save hundreds of hours of manpower each week. By electronically posting warrants, letters and defendant communication directly to the electronic file rather than printing and filing, you'll save hundreds of thousands of pieces of paper a year—and their associated costs—as well as countless hours, freeing your staff to handle more important tasks.

The Incode Court Case Management system is intuitive, cost effective and includes the features you need to make the paperless court a reality.

EMPOWER PAPERLESS CASE MANAGEMENT

Case management, the heart of your court system, is the place where you can see the most immediate impact of going paperless. The efficiency and productivity can revolutionize the way you conduct court, save hundreds of man hours weekly, reduce expenses and minimize human error.

- Eliminate printed dockets and case files from the courtroom.

- Search for, and locate, files in seconds rather than hours or days.

- Multiple users in different locations can view documents simultaneously.

- View and interact with every item associated with the object of a search with one-touch access.

- Access media attached to case files such as dashboard camera video, traffic light camera shots and driver's license scans.

- Safely and securely back up and archive court files and associated documentation.

- Integrate with public safety solutions to import citations, police case records and warrants.

Key Issues and Considerations

ELIMINATE PAPER-BASED DEFENDANT COMMUNICATIONS

Robust content management and direct interface to Incode empowers courts to electronically and automatically communicate with defendants while tracking and recording communications in the case file.

Batch and individual delivery of summons notifications, dispositions and warrants directly from Incode or third-party software.

Automatically generated calls inform defendants of unpaid citations, court appointments or warrants issued.

Integration with Incode Online Court helps collect fees and fines.

Courthouse kiosks empower direct payments, adjudications and defensive driving.

INCODE COURT CASE MANAGEMENT

Every day court administrators and clerks must tackle an incredibly diverse set of functions. Incode is robust and feature rich with easy-to-use functionality. With a broad set of applications that lend themselves to a paperless solution, Incode users can eliminate their reliance on over-flowing paper case files that typically accompany every municipal court.

CITIZEN ONLINE ACCESS

Because your citizens are already accustomed to using the Internet and mobile devices for a wide variety of daily functions, Incode's online access acts as a welcomed extension of your municipal court services with 24/7 access.

CITIZEN BENEFITS:

- Perform online searches.
- Pay tickets—in full or agreed-upon partial payments.

COURT BENEFITS:

- Reduced foot traffic
- Shorter customer service lines

ENABLE SECURITY WITHOUT PAPER

In a paper-filled world, methods to validate and secure documents are obvious. With Incode, security methods such as signatures, fingerprint biometrics and at-the-desk photo captures can be permanently attached to electronic case files to empower a paperless courtroom without sacrificing security.

Defendants, guardians, and any other non-court personnel use an in-court signature pad (similar to those in stores).



Key Issues and Considerations

User-generated signatures are added to documents to identify document creator.

Courts can require a password to augment court personnel's electronic signatures.

Changes to signed documents automatically generate an amended document requiring new signatures.

Multiple fingerprints can be associated with each case file.

Electronic fingerprints are captured with a single click.

Court personnel can use fingerprints to validate electronic signatures rather than passwords.

Defendant photos captured at the service counter can be easily attached to case file

A decorative header banner with a reddish-brown background. It features a white silhouette of a city skyline with various skyscrapers and buildings. The title "Key Issues and Considerations" is centered in white text.

Key Issues and Considerations

APPENDIX 1. EXCEPTIONS TO RFP

Tyler Statement Regarding Exceptions to the City of Roeland Park's RFP for Court Management Software

Tyler's Proposal is based on the delivery of the requested software and services according to Tyler's standard implementation methodology and Tyler's standard contract(s). That methodology, and that contract(s), have been refined and enhanced over Tyler's many years of operation in the public sector information technology market. Tyler's submission of its Proposal does not constitute a waiver of Tyler's right to negotiate any and all terms to the mutual satisfaction of the parties.

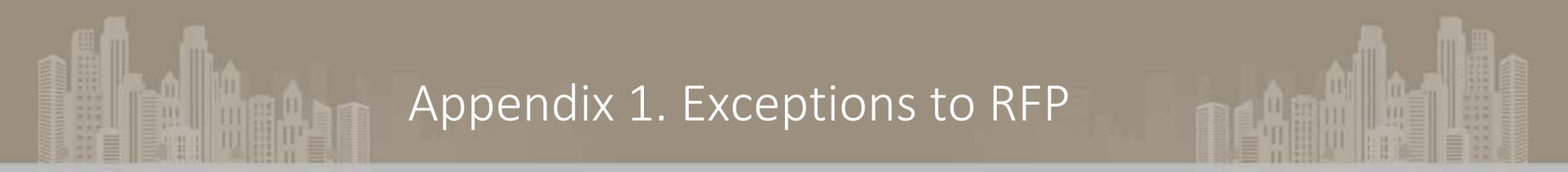
Tyler will consider its implementation methodology and its contract(s) to be the starting point for those negotiations unless expressly stated otherwise in its Proposal. Tyler's standard contract(s) are included for your reference. To the extent you request to incorporate your bid documents and our proposal documents into the contract package, we will agree to do so as long as the order of priority is (a) the final, negotiated contract; (b) our proposal documentation; and (c) your bid documentation.

Tyler has also provided its Evidence of Insurance certificate and its source code escrow agreement with Iron Mountain (to the extent you desire to escrow the Tyler source code under a perpetual license agreement). Tyler's insurance program and source code escrow arrangements are established at a corporate level and are not subject to change on an individual customer basis.

Tyler retains all intellectual property and confidentiality rights in and to our proprietary and/or confidential information and deliverables.

Tyler is providing representative "exceptions" to standard procurement terms and conditions for your review. This representative list does not negate any of the expectations Tyler has stated above.

- We agree to secure our insurance from a carrier with a minimum AM Best rating of A-:VII. Tyler's insurer evidences Tyler's insurance coverage using a standard Acord form. The coverage limits set forth on our certificate of insurance do not apply separately. Certificates of insurance listing the customer as certificate holder are available upon request after a contract is signed. Copies of Tyler's insurance policies are only made available in the event a claim is disputed or denied. Tyler will disclose its deductibles upon written request, but those deductibles are not subject to customer approval. Tyler is well-positioned financially to satisfy its deductibles. At your request during contract negotiations, we will add language to the insurance provision that adds you as an additional insured to our commercial general liability and auto liability policy for claims arising out of or relating to the contract, which automatically affords you the same status under our excess/umbrella liability policy. A Certificate of Insurance reflecting that status may be provided at your request after the contract is executed. Our carrier has issued blanket endorsements regarding additional insured status; we do not issue separate endorsements specific to each customer. We agree that our insurance is primary for claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you. If required, Tyler will agree to waive subrogation, but only on claims under our CGL or auto policies that arise out of or relate to the contract and are between us and you, except to the extent the damage or injury is caused by you. If you require it in the contract, we will agree to provide you with notice of cancellation, non-renewal or reduction in our insurance coverages below the



Appendix 1. Exceptions to RFP

minimum requirements set forth in the contract within thirty (30) days thereof. Renewal certificates of insurance will be provided as close as practicable to the date the applicable policy or policies is/are renewed.

- We agree to comply with applicable laws and mutually agreed to customer protocols. We reserve the right to discuss in good faith which laws you consider applicable, and to identify those in the contract.
- We do not agree to work for hire provisions. We reserve the right to protest the public disclosure of our confidential business information/trade secrets but will comply with applicable public records laws.
- Unless expressly indicated otherwise, our Proposal contains estimates of the amount of services and associated expenses needed, based on our understanding of the size and scope of your project. The actual amount of services and expenses depends on such factors as your level of involvement in the project and the speed of knowledge transfer. If required, we will provide a not-to-exceed quote once the scope of services has been finalized. Unless noted otherwise, our services rates do not include travel expenses, which are separately estimated.
- Unless expressly indicated otherwise, the fees we have quoted do not include any taxes.
- Tyler's Proposal includes a sample project plan. Tyler will deliver the actual project plan upon obtaining further information from the Client.
- Tyler's standard practice is not to include a termination for convenience provision in its contracts, given the significant investments made by both parties to the procurement and implementation. Tyler relies instead on its termination provisions for cause, non-appropriation, and/or force majeure.

APPENDIX 2. SAMPLE CONTRACTS

Please see the Tyler Technologies standard Terms and Conditions contract in this section of this RFP Response. Tyler Technologies is willing to negotiate contract terms to suit both parties upon award of contract.

SAMPLE

Appendix 2. Sample Contracts



SOFTWARE AS A SERVICE AGREEMENT¹

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means [INSERT CLIENT NAME].
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not

¹ HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.

Appendix 2. Sample Contracts

include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts,

Appendix 2. Sample Contracts

consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
- 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found

Appendix 2. Sample Contracts

at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

Appendix 2. Sample Contracts

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is **three (3)** years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current

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renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
 - 2.5 Fees for Termination without Cause during Initial Term.² If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
 - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
 - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
 - c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

² IF SERVICES HAVE BEEN PRICED SEPARATELY FROM SAAS FEES, THEN THE APPLICABLE PERCENTAGES ARE 25%, 15% AND 10%.

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- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.
2. General Indemnification.
 - 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

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1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

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11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original

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signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:
- Exhibit A Investment Summary
 - Exhibit B Invoicing and Payment Policy
 - Schedule 1: Business Travel Policy
 - Exhibit C Service Level Agreement
 - Schedule 1: Support Call Process
 - Exhibit D Third Party Terms
 - Exhibit E Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

[INSERT CLIENT NAME]

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

INSERT CLIENT NAME
INSERT
INSERT
Attn:

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LICENSE AND SERVICES AGREEMENT³

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means [INSERT CLIENT NAME].
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.

³ HIGHLIGHTED PROVISIONS INDICATE PROVISIONS THAT MAY OR MAY NOT APPLY TO THE PARTICULAR CLIENT/CONTRACT. DURING CONTRACT NEGOTIATIONS, THOSE PROVISIONS WILL BE ADJUSTED AS NECESSARY.

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- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 Without limiting the terms of Section 1.1, you understand and agree that the Postal Xpress, Transparency Portal and Tyler Notify modules set forth in the Investment Summary are licensed to you on a subscription basis. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your license to use the associated module will be suspended unless and until payment in full has been made.
- 1.3 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.4 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.5 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.6 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.7 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 1.8 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation.

The Tyler Software is licensed, not sold.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we

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will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

9. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work/our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
10. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
11. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
12. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
13. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
14. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.
15. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;

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- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

4. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
5. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.
 - 5.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.
 - 5.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 5.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
6. Third Party Products Warranties.
 - 6.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 6.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 6.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
7. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

3. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
4. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

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SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

7. Intellectual Property Infringement Indemnification.
 - 1.5 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.6 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
 - 1.7 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.8 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a

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straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

8. General Indemnification.

2.3 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.4 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

9. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

11. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

23. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

24. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

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25. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
26. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
27. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
28. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
29. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
30. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
31. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
32. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
33. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
34. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

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35. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
36. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
37. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
38. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
39. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (e) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (f) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (g) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (h) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
40. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
41. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
42. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
43. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
44. Performance Bond. Tyler will secure a performance bond ("Bond") agreeable to both parties within ten (10) business days after execution of this Agreement in the face amount of \$[X]. The cost of the Bond, equal to

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[\$Y], is based on the total contract dollar amount of this Agreement for an initial term of twenty-four (24) months and is payable in accordance with the terms set forth in Exhibit B. Client acknowledges and agrees that it will be responsible for any increase in Bond premiums during the first two years of the Agreement caused by Client's election to increase the Agreement and Bond dollar amount. In the event that implementation activities are not complete after the expiration of the initial twenty-four (24) month term, Client may elect to renew or extend the term of the performance bond, and Client shall be solely responsible for providing us with notice and for any additional bond premiums. All bond renewals shall be subject to underwriting or surety approval.

45. Contract Documents. This Agreement includes the following exhibits:

Exhibit A Investment Summary

Exhibit B Invoicing and Payment Policy

Schedule 1: Business Travel Policy

Exhibit C Maintenance and Support Agreement

Schedule 1: Support Call Process

Exhibit D Third Party Terms

Exhibit E Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.

One Tyler Drive

Yarmouth, ME 04096

Attention: Chief Legal Officer

[INSERT CLIENT NAME]

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

[INSERT CLIENT NAME]

[INSERT CLIENT ADDRESS]

[INSERT CLIENT ADDRESS]

[INSERT CLIENT TITLE]

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Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 **VPN Device:** The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 **Implementation and Other Professional Services (including training):** Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.⁴
 - 2.3 **Consulting Services:** If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 **Conversions:** Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.⁵
 - 2.5 **Requested Modifications to the Tyler Software:** Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.6 **Other Fixed Price Services:** Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - 2.7 **Change Management Services:** If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

⁴ IF IMPLEMENTATION SERVICES, ETC. ARE QUOTED AS PART OF SAAS FEES, REPLACE THIS TEXT WITH: "IMPLEMENTATION AND CONVERSION SERVICES ARE QUOTED AS PART OF YOUR SAAS FEES, AND WILL BE INVOICED AS SET FORTH ABOVE."

⁵ REMOVE IF IMPLEMENTATION AND CONVERSION SERVICES FEES ROLLED INTO SAAS FEES.

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Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the maintenance and support fees prepaid for the Tyler Software for the time period commencing on the first day of the SaaS Term.⁶

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating

⁶ USE FOR FLIP CONTRACTS WHERE THE SAAS TERM BEGINS BEFORE THE END OF THE ANNUAL MAINTENANCE TERM.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable.

Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The

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actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates. "No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon

Lunch and dinner

Depart after 12:00 noon

Dinner

Return Day

Return before 12:00 noon

Breakfast

Return between 12:00 noon & 7:00 p.m.

Breakfast and lunch

Return after 7:00 p.m.*

Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

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Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable. Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

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SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
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Appendix 2. Sample Contracts

100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Appendix 2. Sample Contracts



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Appendix 2. Sample Contracts

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

Appendix 2. Sample Contracts

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

SAMPLE



Exhibit E

Statement of Work

Statement of Work, if applicable, to be inserted prior to Agreement execution.

SAMPLE



REQUEST FOR PROPOSALS
COURT MANAGEMENT SOFTWARE

October 11, 2018

REQUEST FOR PROPOSALS COURT MANAGEMENT SOFTWARE

1 INTRODUCTION

1.1 *Scope*

City of Roeland Park, Kansas, invites court and management software systems to submit proposals for the provision of those services according to the requirements of this Request for Proposals (RFP).

The purpose of this process is to obtain competitive prices for court management software systems for Roeland Park, Kansas. The court and management software systems shall manage court records and case information for the City of Roeland Park.

1.2 *Term*

The software system selected shall be designated as the City's long-term management system with the assumption of auto-renewal with termination at the sole discretion of the City.

Discontinuation of services will require a transition period. This transition period will be a minimum period of 3 months under full service terms.

2 PROPOSAL PROCEDURES

2.1 *Anticipate Proposal Schedule*

Issue RFP	October 11 th , 2018
Proposals Due	November 16 th , 2018 by 3 p.m.
Interview-Top Candidates	Dec. 3 rd -5 th , 2018
Selection Made	Recommendation and approval at the December 17 th , 2018 Council Meeting

*Schedule is subject to change.

2.2 *Inquiries Regarding This Request for Proposals*

This RFP should be submitted in the form of an electronic copy and a hard copy to the contact listed below. The following form can serve as a template for the submission. Additional information concerning this RFP may be obtained by contacting:

Kathy Bolek, Court Clerk
4600 W. 51st Street
Roeland Park, KS 66205
kbolek@roelandpark.org
913-722-2600

3. ABOUT ROELAND PARK MUNICIPAL COURT

Roeland Park Municipal Court is responsible for processing and maintaining accurate records of citations, including all traffic violations and other misdemeanor or criminal charges filed by the Roeland Park Police Department, Code Enforcement, and any complaints filed by citizens. The court operates with one part-time Judge, one full-time Court Clerk. The Court also works closely with one part-time City Prosecutor and contract Public Defenders.

Court services include:

- Preparation of complaints,
- Administration of various judicial processes,
- Preparation of summons, arrest warrants, and subpoenas,
- Debt collection coordination,
- Document/records management, and
- General office administration.

The number of cases filed annually in Municipal Court exceeds 3,000 with associated revenues over Three Hundred Thousand dollars. Below is a snapshot of the court's workload from 2012 and 2013:

2016 STATS	TOTAL
• Fines & Costs Collected:	\$364,680
• Violations Filed/Arraignments:	3,179

2017 YTD STATS	TOTAL
• Fines & Costs Collected:	\$320,974
• Violations Filed/Arraignments:	3,088

4. VENDOR PROFILE

This section is to provide information about the vendor, the CMS offered, and the proposed project staff. If the firm submitting the RFP and the product software provider are not the same company, a separate Vendor Profile page shall be provided for the vendor submitting the proposal and the software product provider.

Vendor Name:

Vendor Address:

Vendor Website:

Vendor Phone:

Vendor History *(Please provide a history of your company so we can get to know you better.):*

CMS Offered/Proposed *(Please tell us about the software you are proposing for the court. Include examples of other courts that are currently using your software.):*

5. EXPERIENCE AND REFERENCES

This section is to describe Vendor's past projects that are similar to this project in terms of size and scope and utilize the proposed CMS.

Name and address of the client (Municipal or local Government preferred):

Name, title and telephone number for a contact person:

General description of the CMS project:

Size of the client organization in terms of number of court employees, caseload, revenue, etc.:

Timeframe for the project:

Number of vendor staff involved in the project and their responsibilities:

6. SPECIFICATIONS

The following pages relate to specifications, or needs, for Municipal Court. Each section of this RFP corresponds to the list below.

1. Tickets
2. Court Management System (CMS)
3. Forms, Imaging and Records Management
4. Electronic Filing Requirements for the State of Kansas
5. Reports
6. Information Technology

Please mark in Column titled “OUT OF THE BOX” if your software currently has this ability without modifications.

1. TICKETS					
<i>Currently, the city uses electronic ticketing and occasionally paper tickets for the issuance of citations. In addition to answering the following questions, provide a brief explanation of how the CMS will make the court more efficient in terms of ticket entry, ticket processing, and workflow.</i>					
Sec.	CMS Requirement		Modifications		
	Questions to be answered	OUT OF THE BOX [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
	<i>Ticket Entry</i>				
1.1.1	Can the court determine the fields necessary for ticket entry within the CMS?				
1.1.2	Does the CMS ticket entry screen allow for the entry with tabular navigation) of all necessary data from the ticket on one screen?				
1.1.3	Does the CMS auto populate fields, or prompt users to select from a list of matching datasets, based on existing datasets that were previously entered? <i>For example: If a clerk is entering multiple tickets for the same person, does that person’s name/address/phone/etc. auto populate or prompt the clerk to select from a list of matching datasets?</i>				
1.1.4	What e-ticket vendors has the CMS successfully integrated with? (please list in space provided)				
1.1.5	Does the CMS show ALL cases for defendant when searching by full name? And can you toggle between that particular defendant without having to re-enter the name every time?				

1.2	<i>Provide a brief explanation of how the CMS will make the court more efficient in terms of ticket entry, ticket processing, and workflow.</i>

2. COURT MANAGEMENT SYSTEM (CMS)					
<i>The city is seeking an innovative, long-term solution for its next CMS, while maintaining the ability to perform the basic court processes. These basic processes might include the ability to create various dockets and track cases (pre/post docket); run user-defined batch court processes (or macros) on multiple cases; and/or generate documents and capture signatures without having to print anything. Roeland Park Municipal Court is not unlike other municipal courts in terms of the various processes and procedures that dictate how we operate. At the end of the day, our goals are to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer service. After answering the following questions, please provide a brief explanation of how your CMS will help the city achieve this goal.</i>					
Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
2.1	General CMS Requirements				
2.1.1	Is the CMS web-based?				
2.1.2	Is the CMS a case-based or a person-based system?				
2.1.3	Does the CMS allow for multiple users with unique usernames and passwords?				
2.1.4	Does the CMS have an external web component so that defendants and attorneys can look up court information online?				
2.1.5	Does the CMS allow for various levels of user defined access rights (i.e. view only rights for some users)?				
2.1.6	Does the CMS have user defined “dashboards” or personal settings?				
2.1.7	Is the CMS compatible with tablets (iPads, etc.)?				
2.1.7.a	If yes to 2.1.7, specify which tables are compatible with the CMS.				
2.1.8	Does the CMS have/support an online payment system/vendor?				
2.1.8.a	If the CMS “supports” other online payment systems/vendors (from 2.1.8), please specify the systems/vendors.				
2.1.9	Does the CMS allow users to switch between screens or functions, or have multiple session open concurrently, without losing any unfinished work? <i>For example: If a clerk is entering a new ticket and receives a phone call about another case, can the clerk save what they are working on so they assist the caller (possibly by looking up a court date, switching screens, etc.) and then</i>				

	<i>return to entering the new ticket without losing what was previously entered?</i>				
2.1.10	Does the CMS have user defined case statuses (i.e. active, closed, warrant, etc.) and multiple sub-statuses (i.e. probation, diversion, collections)? <i>For example: If a case has an outstanding warrant, but is also in collections, can the status be “warrant” and the sub- status be “collections?”</i>				
2.1.10.a	If yes to 2.1.10, does the CMS have the ability to highlight or differentiate certain case status so that they “stand out” when viewing them on the computer? <i>For example, if a case is in “warrant” status, will it be highlighted in red or have some other visual indicator so court users will see it?</i>				
2.1.11	Does the CMS have a courtroom processing feature to allow the court clerks to check-in defendants and route cases electronically to the judge, prosecutor, public defender, etc.?				
2.1.12	Currently, the Police Department performs warrant checks on our dockets to see if our defendants have outstanding warrants in other jurisdictions. If a warrant exists, the physical case file is flagged. Does the CMS allows cases to be electronically flagged so the clerk who is checking-in defendants can see it?				
2.1.13	Will the CMS allow the court to establish various workflows (and/or queues) for court users to track their work on various dockets to streamline work processes and increase efficiency??				
2.1.13.a	If yes to 2.1.13, provide detailed explanation.				
2.1.14	Is the CMS database fully relational and require only single entry of data elements? <i>For example: Information about a defendant or other case party information must be entered only once and can then be linked with information anywhere else in the CMS.</i>				
2.1.15	If a case party address is changed will it update the entire system?				
2.1.16	Does the CMS allow users to correct mistakes in ticket entry after data is saved? Can the judge				

	and clerk's notes be locked so that they cannot be altered?				
2.1.16.a	If yes on 2.1.16, does the CMS keep track of changes and which user made the changes and the date of the change (i.e., audit trail)?				
2.1.16.b	Does the CMS track the continued court date and the date the continuance was made in the system?				
2.1.17	Can the CMS be customized so that certain actions cannot be taken before other actions are completed? <i>For instance, a court user cannot close a case if there is no plea, or there is an outstanding balance, etc.</i>				
2.1.18	Does the CMS integrate with third-party financial software?				
2.1.18.a	If yes to 2.1.18, please provide a list of third-party financial software vendors with which the CMS has been successfully integrated.				
2.1.19	Is the CMS compatible with ePad-Link e-signature pads manufactured by Interlink Electronics that allows defendants, attorneys and court staff to electronically sign documents and print signatures on notices and any other form needing a signature?				
2.1.20	Does the CMS store electronic signatures for court staff to be applied to court-generated documents?				
2.1.21	Does the CMS provide audit trails to show which user and workstation locations logged on to the system during a specified period?				
2.1.22	Does the CMS have an easy-to-use interface for searching for information that can be used by designated users with minimal training?				
2.1.23	Does the CMS have a more robust searching component that can be used by the court to look-up detailed information about a defendant and/or case?				
2.1.24	Does the CMS allow users to search for records or data using almost any data field, or combination of data fields, with full or partial characters (I.e. defendant's full or partial name, social security number, driver's license number,				

	date of birth, address, location/date of violation, officer name or badge #, etc.)?				
2.2	Case Parties				
2.2.1	Does the CMS have “Case Party Profiles” where clerks can enter the name and contact information for defendants, victims, witnesses, attorneys (including bar #), public defenders, judges, prosecutors, interpreters, lab personnel, officer(s), etc.				
2.2.2	If a case party’s information (name, address, phone, ect.) is changed, will it update all records associated with that case party?				
2.2.3	Does the CMS allow for the tracking of unlimited addresses, emails, phone numbers, social security numbers, aliases, etc. for case parties?				
2.2.4	Does the CMS allow cases/parties to be linked? <i>For example, will multiple cases/tickets show up under a defendant’s name or “profile”?</i>				
2.2.5	Does the CMS allow the court to add/update officer’s name and badge number?				
2.2.6	Does the CMS have the ability to merge duplicate case party information and track changes?				
2.2.7	Can the CMS run a report to identify possible duplicate case parties to assist the court in keeping its data clean and updated?				
2.3	Dockets				
2.3.1	Is there a limit on the number and type of court dockets that can be created, maintained and tracked?				
2.3.2	Does the CMS allow cases to be easily moved between dockets?				
2.3.3	Does the CMS allow for cases on a docket to be easily moved into a queue for batch processing?				
2.3.4	Can the court create/run different types of docket reports?				
2.3.4.a	If yes to 2.3.4, are these reports customizable?				
2.3.5	Does the CMS allow for cases to be scheduled on various dockets and indicate the action to be taken on the case? <i>For example: Can a clerk schedule a case on the Arraignment docket to “Review Insurance” and will “Review Insurance” display on the docket report if it were printed?</i>				

2.3.6	Does the CMS allow for an online system that allows court patrons to search for their court date? (see 2.1.4)?				
2.3.6.a	If yes, please list current vendors you integrate with.				
2.3.7	Does the CMS have the ability to limit the number of cases that can be scheduled on a docket?				
2.3.8	Does the CMS have the ability to block dockets so that cases cannot be scheduled for various reasons (I.e. holidays or court closed)?				
2.4	<i>Batch Processing</i>				
2.4.1.a	The Court has identified the following actions where batch processing would greatly increase efficiency. Will the CMS accommodate batch processing and printing for the following types of cases?				
	• Collections				
	• Suspensions				
	• 30-Day Notices				
	• Continuances				
	• Payments				
	• Warrants				
	• Invalid Insurance				
	• Failure to Appear/Failure to Comply				
2.4.2	Provide a detailed explanation, including success stories from current clients, of other batch processes that were applied using the proposed CMS that increase efficiency in the court.				
2.5	<i>Receipts</i>				
2.5.1	Does the CMS save/archive a copy of receipts or payment records (electronically) to the case?				
2.5.2	Can receipts be voided?				
2.5.3	Can receipts handle multiple payments and/or payment types (cash, check, credit, etc.)?				
2.5.4	Can the receipt list all active cases for the defendant including next court date and balances due for each case and a total balance due?				
2.6	<i>Payments</i>				
2.6.1	Does the CMS allow payments to be disbursed over multiple fees/costs in a priority manner that is user defined? <i>For example: if a partial payment is made, can the clerk determine how the payment is disbursed among the various outstanding fines/fees?</i>				
2.6.2	Does the CMS have the ability to set up and track payment plans?				

2.6.3	Does the CMS have the ability to account for adjustments to fines and other court costs?				
2.6.4	Does the CMS allow the court to track restitution?				
2.6.4.a	If yes to 2.6.4, does the CMS have an indicator showing restitution is owed on a case that automatically goes away when the restitution is paid in full?				
2.7	<i>Fine Schedules and Court Costs</i>				
2.7.1	Can the court establish a fine schedule and/or cost codes (fines, court costs, restitution, etc.) that auto populate as charges are entered?				
2.7.2	Can the CMS handle community services as a non-monetary payment type?				
2.7.3	Does the CMS allow the court user to change auto populated fine amounts on a charge at any time? <i>For example: the judge modified a fine. Can the auto populated amount be over-ridden?</i>				
2.7.4	Can court fines and costs be date specific so that when they change they do not change throughout the system? <i>For instance, can the court establish date-range specifics for all costs and fines so that if a ticket is entered on 7/1/13 for a charge that occurred on 6/1/13, the fines that automatically populate will be those that were in effect on 6/1/13 instead of those in effect on 7/1/13?</i>				
2.7.5	Can some costs be attached only to the case while others are attached to the charge? <i>For instance, fines are charge specific while some costs are case specific.</i>				
2.7.6	State court costs are only assessed to one charge per case. Does the CMS allow for an easy process for only putting state costs on one charge per case, and allow the court to transfer these costs to another charge if the initial charge on which the costs were placed is dismissed?				
2.8	<i>Warrants and Bonds</i>				
2.8.1	Does the CMS allow the warrant clerk to issue, track, recall, and edit warrants?				
2.8.2	Does the CMS allow bonding companies to be tracked (I.e. active/inactive/revoked, amount of money bonded, names of defendants bonded, bond due dates, bonds forfeited, etc.)?				

2.8.3	Does the CMS allow court users to track bonds (I.e. post/paid, used, forfeited, refunded, released, etc.)?				
2.8.4	Does the CMS allow court users to track cash bonds separately so that the Finance Department can reconcile the cash bond fund?				
2.8.5	Does the CMS have the ability for the court user to change a cash bond amount if different than what was set out on the warrant form? (<i>For instance, sometimes the officer takes less cash than is set. This could be due to the defendant not having enough cash and/or the officer not being able to transport the defendant to jail.</i>)				
2.9	Case Notes				
2.9.1	Does the CMS allow court users to enter unlimited free text, case notes and/or comments regarding a case/person?				
2.9.1a	Can these be locked fields so that once entered cannot be modified? Only new notes made to correct mistakes?				
2.9.2	Does the CMS allow court users to mark specified case notes/comments as “open” or “closed” so that only the “open” records will be part of the court file that is open to the public and that will be printed on a case history report?				
2.9.3	Does the CMS allow a user to make case notes/comments available only to specified users (I.e. prosecutor, judge, administrator, etc.) for viewing? <i>For example, is it possible for the prosecutors to add case notes/comments regarding plea offers and only allow other prosecutors to see them?</i>				
2.10	CMS Miscellaneous				
2.10.1	Does the CMS allow the court to provide a reason for why a case was closed (warrant purged, death of defendant, appeal to district court, etc.)?				
2.10.2	Does the CMS allow the court user to reopen previously closed cases and retain all notes and actions associated with the case/person?				
2.10.3	Does the CMS allow the court to easily track probation, diversion, and/or other sentencing arrangements?				

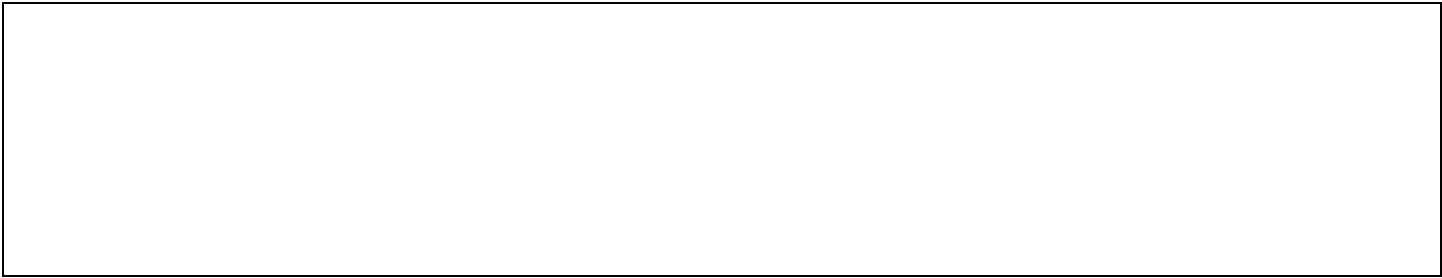
2.10.4	Does the CMS allow for attachments to viewed (I.e. e-tickets, mug shots, insurance cards, PDF documents, Word documents, etc.) directly from the person/case?				
2.10.5	Does the CMS allow cases to be expunged and/or sealed?				
2.10.6	Does the CMS allow court users to create mailing lists based on specified criteria? <i>For instance, does the CMS have a report – or export – to create a mailing list with name, address, city, state, zip, for all defendants with an outstanding warrant in order to create a mail merge for special projects such as amnesty day notifications?</i>				
2.10.7	Does the CMS have an indicator that notifies the court clerk that the defendant has used a “bad check” in the past?				
2.11	<i>Please provide a brief explanation of how your CMS will help the city achieve its goals to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer service.</i>				

3. FORMS, IMAGING AND RECORDS MANAGEMENT

The new CMS must have the ability to generate many documents automatically (using forms) and a fully integrated imaging component with the ability to provide more efficient records management. Currently, the court uses many forms which are MS Word templates with merge fields. The forms are customizable and can be changed to reflect current law, fees, etc. In most cases after a court document has been created, users are able to open and edit (correct mistakes or add information to documents) and then save them again without creating a duplicate. Additionally, users and defendants are able to sign most documents electronically using signature pads (for defendants) or pre-loaded e-signature images (court staff). Many of the documents are imaged directly to the case while others are manually scanned into a third-party imaging system. This has created an environment where case files are not accessible within one system. This can cause problems with document management, retention, and it creates an extra manual step in the court process. After answering the following questions, please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient and to become paperless.

Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
3.1	Forms				
3.1.1	Does the CMS use Microsoft Word for templates with merge fields to auto-populate specified information?				
3.1.2	Does the CMS allow court staff to make changes to these templates as needed, or add new forms as court processes change?				
3.1.3	Does the CMS allow court users to add free text to the form as it is being generated prior to completing the process?				
3.1.4	Does the CMS allow court staff to make changes to documents once they have been generated? <i>(For instance, if a mistake was made on a continuance form, would the clerk be able to pull up the document, make the correction, and send it back to the defendant without creating a duplicate continuance notice?)</i>				
3.1.5	Can documents be edited and “saved as” a new version so that changes can be tracked?				
3.1.6	Some of our documents automatically print. Does the CMS give the court the option to print all documents (or not print them)?				
3.1.7	Does the CMS allow for a quick search of documents attached?				

3.1.8	Does the CMS allow the court to scan documents directly to the case file?				
3.2	<i>Removed</i>				
3.3	<i>Records Management</i>				
3.3.1	Does the CMS allow forms to be marked as “open” or “closed” and reference the state statute section for closed records?				
3.3.2	Does the CMS allow forms to be marked with retention requirements (5 years vs. 50 years)?				
3.3.3	Does the CMS have the ability to prompt court users when documents are eligible for destruction based upon a user-defined retention schedule?				
3.3.4	Does the CMS allow the court user to generate an “internal case history report” and an “external case history report” that shows information that is open to the public to satisfy the Kansas Open Records Act requirements on the “external” version, but shows all information on the “internal” version?				
3.6.5	Does the CMS allow court users to redact certain information on forms that may not be open to the public (I.e. Social Security Numbers)?				
3.3.6	Does the CMS allow for OCR redaction on standard-formatted forms (so that we don’t have to manually redact standard forms)?				
3.3.7	Does the CMS save an “internal” and “external” copy of specified documents so that information can be redacted on the “external” copy, but remain a true copy for “internal” purposes?				
3.3.8	Does the CMS have any connectivity to bar code scanners that can read bar codes on forms, files, folders?				
3.3.9	If yes to 3.3.7, please explain.				
3.4	<i>Please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient and to become paperless.</i>				



4. ELECTRONIC FILING REQUIREMENTS FOR THE STATE OF KANSAS					
<i>The state of Kansas requires electronic submission of certain data by the court. Currently, the court is not able to submit this data electronically and has to fax or mail hard copies of documents to the state. The new CMS must be able to communicate and send the necessary data regarding abstracts, driver's license suspensions, and driver's license reinstatements to the state of Kansas as required by law (More detailed information is included in the attachments). After answering the following questions, please provide a detailed response to how the proposed CMS will help the court achieve its goal to comply with state-mandated reporting requirements.</i>					
Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
4.1	<i>Electronic Filing</i>				
4.1.1	Does the CMS allow for electronic filing of all convictions, abstracts, Driver's License suspensions, and Driver's License reinstatements to the Kansas Department Revenue - Motor Vehicle Division?		Mandatory		
4.1.2	Does the CMS allow the court to maintain an electronic copy of the convictions, abstracts, Driver's License suspensions, and Driver's License reinstatements after the data is sent state?				
4.1.3	Does the CMS provide an indicator showing when/what data was transmitted to the state and the date it was processed?				
4.1.4	Does the CMS allow the court to correct errors on the abstracts, Driver's License suspensions, and Driver's License reinstatements and re-send to the state?				
4.2	<i>Please provide a detailed response to how the proposed CMS will help the court achieve its goal to comply with state-mandated reporting requirements.</i>				

5. REPORTS					
Reporting is a critical feature of any CMS. In order to make data-driven decisions, the necessary data must be accurately available. The court must also be able to easily and quickly generate custom reports. Although the list of reports below seems exhaustive, it is not. The court relies on accurate reports for daily balancing and depositing of money collected; tracking activity for monthly and annual reports; tracking performance through productivity reports; preparing dockets each day; reporting mandatory information to the state, and researching data for other departments and entities. After answering the following questions, please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer services. Please also provide more details on the reporting capabilities offered by the proposed CMS.					
Sec.	CMS Requirement		Modifications		
	Questions to be answered	Current CMS [Yes] [No]	Vendor to modify [Yes] [No]	Fixed cost to modify [Yes] [No]	Maint. cost to modify? [Yes] [No]
5.1	Financial Reports: Can the CMS generate reports with the following data?				
5.1.1	Court Balancing Daily Report				
5.1.2	Daily receipts				
5.1.3	Daily payment disbursements				
5.1.4	Outstanding balances by fine/fee type				
5.1.5	Outstanding cash bonds				
5.1.6	Total amount in collections/Debt-set off				
5.1.7	Total amount received from collections/Debt-set off				
5.1.8	Amounts submitted to collections/Debt-set off vs. actually collected (show % collected of that amount submitted for specified date range with case/ticket number, defendant name, amount due, date sent to collections, amount collected, balance due				
5.1.9	Total amount collected by cost code				
5.1.10	Total amount of restitution collected vs. ordered (to include case/ticket number, defendant name, amount ordered, date ordered, amount collected, balance due, and next court date)				
5.2	Activity Reports: Can the CMS generate reports with the following data by date or other criteria?				
5.2.1	# of cases filed by type (traffic, criminal, ordinance, commercial vehicle)				
5.2.2	# of charges by type				
5.2.3	Average # of charges per ticket/case				
5.2.4	# of cases set for arraignment				
5.2.5	# of citations issued by officer				
5.2.6	# of cases set for trial				
5.2.7	# of guilty/no contest/not guilty pleas entered by defendant				

5.2.8	# of guilty/no contest/not guilty dispositions				
5.2.9	# of cases dismissed by the judge/prosecutor				
5.2.10	# of diversions granted				
5.2.11	# of probation granted				
5.2.12	# of cases on diversion, include diversion end-date				
5.2.13	# of cases on probation, include probation end date				
5.2.14	# of cases by case status and/or sub-status				
5.2.15	# of warrants issued/outstanding/ recalled/set-aside/served				
5.2.16	# of hours of community service				
5.2.17	# cases in collections with amounts (collected and outstanding)				
5.2.18	# of appeals filed in district court				
5.2.19	# of cases expunged				
5.2.20	# of cases assigned to a public defender				
5.2.21	# of cases on a payment plan				
5.2.22	Amount of restitution collected				
5.2.23	# of payments made online				
5.2.24	Dispositions by offense type by date range				
5.3	<i>Removed</i>				
5.4	<i>Dockets: Can the CMS generate reports with the following data?</i>				
5.4.1	Docket reports for various dockets to include a preliminary, final and courtroom versions for each				
5.4.2	Ability to customize the information that displays on the docket reports (PROVIDE SAMPLE)				
5.5	<i>State Reports: Can the CMS generate reports with the following data?</i>				
5.5.1	State Fee Assessment Monthly Report (attached)		Mandatory		
5.5.2	State Caseload Summary Annual Report (attached)				
5.6	<i>Miscellaneous and Custom Reports: Can the CMS generate reports with the following data?</i>				
5.6.1	Court Monthly Report				
5.6.2	Court Annual Report				
5.6.3	Audit report by case/ticket number showing case/ticket number, defendant name, DL# and state, charge(s), violation date, case status, fees, fines, payments made with receipt number, balance due, and next court date (if applicable)				
5.6.4	Does the CMS allow the court to generate custom reports easily and quickly?				
5.6.4.a	If yes to 5.6.4, what format does the CMS utilize to create reports (crystal reports, etc.)?				
5.6.5	Can the data on all reports be exported to multiple applications (I.e. MS Word, Adobe Acrobat, Excel, etc.)?				

5.7	<i>Please provide a detailed response to how the proposed CMS will help the court achieve its goals to become more efficient, to comply with state-mandated reporting requirements, to become paperless, and to provide outstanding customer services. Please also provide more details on the reporting capabilities offered by the proposed CMS.</i>

6. INFORMATION TECHNOLOGY

The current information technology environment at Roeland Park Municipal Court consists of the following:

Internet

- *Internet (ISP) speed: gigabit fiber*
- *Firewall Policies in effect*

Workstations

- *Windows 7 Professional and Windows 10 Professional*
- *Network Protocol: TCP/IP*
- *Network Connection Speeds: 100/1000MB*

Will your Software work with these specifications?

6. MAINTENANCE AND SUPPORT

Please provide information about maintenance and support offerings.

- a) How would you propose to support court staff and Information Technology staff in terms of maintenance and support of the CMS?**
- b) Please describe your problem escalation process, including:**
 - **Initial problem identification:**
 - **Triage for priority and severity of problem:**
 - **Steps for resolving problem escalation when a solution is not forthcoming or an implemented solution is unsatisfactory:**
 - **Final authority regarding conflicts:**
- c) Do you have the ability to use a VPN to access a court computer to troubleshoot issues?**
- d) Please describe the change request processing procedures and policies that you currently use.**
- e) Do the annual maintenance fees entitle the city to upgrades and enhancements with no added costs and/or fees?**
- f) Describe how the City will be notified of updates and modifications.**

7. INTERFACE WITH OTHER APPLICATIONS

Please review and provide information relative to the ability of the CMS to interface with existing programs and databases maintained by the City and those maintained by a third party:

Email integration (City currently uses Outlook 365)

Online payments (City currently contracts with Forte Payments to provide this service.)

Collections (City currently contracts with the CBK, a private collection agency and the State of Kansas' Debt Set-Off Program, which is used to collect outstanding debts through the sequestration of state income taxes.)

Thermal Receipt Printers (City currently uses thermal receipt printers in the clerks area for receipts, continuances, and payment plans. The printer is an Epson Model M63UA.)

Financial System – City intends to use Citizen Serve to manage financials and would like the option to integrate with the CMS or create a patch.

8. IMPLEMENTATION PLAN

This section is to include a detailed implementation plan for installation and testing of the new CMS. This should include specific items that are required from the court as well as a turn-key project plan with key dates and milestones to reflect the amount of time it would take to begin and complete the project.

Installation Plan

Testing Plan

Turn-key Project Plan and Schedule (include key dates and milestones)

9. EDUCATION AND TRAINING

In this section the vendor is to provide a proposed plan for education and training including the anticipated number of hours, and the location where the training is to take place.

Please provide a detailed narrative of the proposed educational and training plan.

How long will training take place?

Who will set-up the new CMS and what type of impact will it have on current court operations?

Where will the training be located?

Is there an online training option?

Do you provide manuals (printed or electronic)?

Do you offer a help line? If so, what hours is it staffed?

Is the training included in the cost of the proposal?

Is ongoing support included in the cost of the proposal? If so how much per year? If there is an additional cost, please outline.

Please provide three references (name and contact information) who can confirm their experiences with the training provided by your team.

1.

2.

3.

10. PRICING

In this section the vendor shall provide detailed cost information for the proposed CMS. This section, at a minimum, shall include a total of ALL costs for each category listed below. If there are costs associated with categories or services that are not listed below please add them to the list along with the cost. Pricing information included in other sections of the RFP response must be incorporated into this section. “Optional” costs must be clearly marked as such in the columns provided. Cost shall be provided for the complete turn-key solution.

PRICING	Optional Items			
	One-time Cost	Annual Cost	One-time Cost*	Annual Cost
Software/Software Licensing (Itemize below, if any)				
Software Support/Maintenance (Itemize below, if any)				
Hardware (Itemize below, if any)				
Hardware Support/Maintenance (Itemize below, if any)				
Service/Maintenance Agreements (Itemize below, if any)				
Training and Education				
Installation				

Fully Mapped Data and Imaging Conversion				
Updates				
Documentation				
TOTAL COST				
Additional Option:				
Cost to add a collections module to the system if applicable				
License for additional users				

***Include all pertinent details about any optional pricing components below:**

11. KEY ISSUES AND CONSIDERATIONS

This section is to include any key issues and/or factors the City should consider in selecting and implementing the proposed CMS.

Please provide a response below:

ATTACHMENTS

Attachment A – State Fee Assessment Monthly Report
Attachment B – State Caseload Summary Annual Report

Item Number: New Business- VIII.-C.
Committee 2/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 1/24/2019
Submitted By: Tom Madigan, Jen Hill and Tim Janssen
Committee/Department: Admin.
Title: **Amendment of Policy for Employee Tuition Assistance**
Item Type: Other

Recommendation:

Staff recommends adopting the revised tuition assistance section of the personnel policy reflecting the changes discussed at the previous council workshop.

Details:

While Tuition Assistance is in itself a great enticement for the existing employees and future employees, it is common practice for the employee to continue to work for their employer for a set period of time or to reimburse the employer for all monies expended.

Financial Impact

Amount of Request:	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description:	

Additional Information

Attached is a summary of neighboring city's tuition assistance policies.

Attached is the section of the personnel policy dealing with education reimbursement, reflecting changes discussed and directed by Council at the prior workshop. The City Attorney has reviewed the changes and those edits are also reflected.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
📎 Tuition Reimbursement	Cover Memo
📎 2019 Employee Handbook	Cover Memo
📎 JoCo City Policy	Cover Memo

○ N. EDUCATION REIMBURSEMENT

This policy is applicable to any regular, full-time City employee who has completed his/her required initial probationary period.

1. Policy-

The City will only consider applications for assistance with tuition and book expenses for degree programs (Associate, Bachelor, Master or Doctorate) according to the following criteria:

- a) Before beginning a course of study, an employee must receive approval from employee's department head and the City Administration prior to any request for tuition reimbursement; and
- b) An employee may be reimbursed only for courses of study which the City determines are directly related to the employee's present job or which will enhance the employee's potential for advancement to other jobs within the City; and
- c) Subject to budget availability, upon successful completion, as defined below, of any approved course, an employee may be reimbursed only the actual cost of the tuition for classes taken and any required course materials, but the City will reimburse up to a maximum of \$2,5000 per calendar year; and,
- d) Eligible schools must be accredited by one of the six regional organizations recognized by the U.S. Department of Education; and
- e) On-line courses are permitted if offered through an eligible school and reviewed and approved through the regular tuition reimbursement process; and
- f) Tuition reimbursement must be approved by the employee's department head and the City Administration, at least ten (10) business days prior to the first day of class; and
- g) All documentation regarding tuition reimbursement must be submitted for reimbursement within thirty (30) calendar days of the completion of the final class or payment will not be rendered; and
- h) Reimbursement will only be considered for courses that are successfully completed with a grade of "C" or better for undergraduate courses, or with a grade of "B" or better for graduate-level courses. If an incomplete grade ("I") is received at the end of the term, the class must be successfully completed and documentation submitted for reimbursement within thirty (30) calendar days after completion. The date that the incomplete grade is officially replaced with another grade is the date that will govern with respect to tuition repayment; and
- i) The Education Reimbursement Policy will not duplicate other financial aid programs such as Pell Grants, Veteran's Administration Benefits, scholarships, etc. Any financial aid received will be deducted from the tuition and book fees reimbursed by the City; and
- j) If an employee's request for reimbursement under this policy is approved, he/she will be required to certify in writing, and agrees to re-pay the City all reimbursements he/she

received if employee voluntarily separates from City employment within one year after receiving the reimbursement; and

k)

Any employee separated involuntarily within one year of reimbursement shall be required to make full repayment if the separation was for unsatisfactory performance/conduct.

2. Time Off For Class Attendance and Study Assignments-

Employees are expected to schedule class attendance and the completion of study assignments outside of their regular working hours. Employees will not be given paid time off, other than vacation and/or bonus days, to attend educational classes or to complete study assignments. In cases where productivity and proper supervision of employees are not adversely affected, management may approve changes in the work schedule to accommodate the pursuit of educational opportunities, however it is expected that educational activities will not interfere with employees' work. Any unsatisfactory job performance during class enrollment may result in forfeiture of educational assistance and/or disciplinary action up to and including termination of employment.



City of Roeland Park

Employee Handbook

Adopted 02/18/2019

Effective 03/01/2019



The City of Roeland Park, Kansas

R.I.C.T.E.R. Scale

- **Respect:** We show consideration for all persons with whom we have contact; both our customers and fellow employees.
- **Integrity:** We have the courage to consistently do what is right and fair.
- **Creativity:** We find better ways to do things. We are innovative in achieving excellence.
- **Team Work:** We support and encourage others as we work toward a common goal.
- **Excellence:** We strive to exceed expectations for the results we produce, the quality of our services and the interactions with our customers.
- **Responsibilities:** We embrace the opportunity to do the right thing in carrying out commitments and obligations.

Management Team Leadership Philosophy

We believe that the employees are the most valuable assets. We are an organization of diverse individuals with integrity who trust each other to make right decisions. We value all staff and recognize that improvements derive from the people providing the services. We work together to produce excellent results. To this end we foster an environment that maximizes talent, skills and creativity.

Employee Mission Statement

Staff members work with elected leaders and citizens to make our community the best it can be.

Realizing the balance between diverse interests and desires, we, as employees, pledge to provide outstanding services for the residents and customers of the community every time.

We are an organization committed to provide the necessary support and opportunities for each staff member to honor this pledge.



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A. GENERAL GUIDELINES

1. Policies Established-

The following policies, guidelines and other provisions for personnel administration in the City of Roeland Park are established to:

- a) Promote and increase the efficiency and effectiveness of City service;
- b) Develop a program of recruitment and advancement which will make City service attractive as an employment opportunity; and
- c) Establish and maintain a uniform plan of performance evaluation and compensation based upon the relative duties and responsibilities of each position to assure a fair and equitable wage or salary to all employees.

2. City Employment and Personnel Policies-

The policies in this Employee Handbook are not intended to cover every situation or question that might arise during the course of your employment, but rather, serve as general information and guidelines to provide a framework for day-to-day practices. While this Employee Handbook describes certain policies, procedures and benefits, it is subject to change from time to time, with or without notice to employees, and at the sole discretion of the City.

This Employee Handbook supersedes any and all past handbooks, policies, procedures, understandings and standards, written or verbal, express or implied.

3. At-Will Employment-

This Employee Handbook does not create express or implied contractual employment rights to continued employment or employment benefits. Employment at the City is at will, which means that either the employee or employer may terminate the employment at any time, for any reason not prohibited by law, with or without notice. All employees are considered to be at-will employees for the purposes of City employment, and no supervisor or other management personnel has the authority to change, either orally or in writing, the at-will status of any employee or create an employment contract. Only the Governing Body has the authority to create an employment contract and such contract must be in writing.

4. Application of Policies-

The policies and guidelines in this Employee Handbook shall apply to all employees in the service of the City except elected and appointed officials.

5. Departmental Guidelines-

The head of any City department may formulate, in writing, reasonable guidelines for the conduct of the operations of his or her department, such as those relating to safety or operational procedures, which shall be available to all departmental employees. Such department guidelines shall not be less stringent than, in violation of, or in conflict with this Employee Handbook. When

a conflict exists between this Employee Handbook and guidelines set by a department, the Employee Handbook shall govern.

6. Amendment of Policies-

These policies may be amended from time-to-time in the same manner as they were adopted. Any such amendment shall become effective upon adoption by the Governing Body. The most recent version of this policy can be located online or by contacting the City Clerk.

B. WORKPLACE GUIDELINES

1. Equal Opportunity Statement-

It shall be the policy of the City to provide fair and equal employment opportunity to all qualified applicants and employees, and not discriminate on the basis of race, color, sex, disability, religion, age, national origin, military and/or veteran status, citizenship status, genetic information or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to all terms and conditions of employment, including but not limited to: recruitment, hiring, placement, promotion, transfer, demotion, layoff, termination, training, recruitment, advertising, compensation, benefits, employee activities, all other terms and conditions, and general treatment during employment. In most cases, vacant positions shall be advertised, except those that fall under the internal promotion policy and those exempted by the Governing Body on an emergency basis.

The City Administrator has overall responsibility for this policy and maintains any required reporting and monitoring procedures. Employees' questions or concerns should be referred to the City Administrator.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the City Administrator. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy may lead to discipline, up to and including discharge.

2. Non-Discrimination and Anti-Harassment Policy-

The City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the City expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

- a) The City is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, the City expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

Sexual harassment constitutes discrimination and is illegal under federal and Employer laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; repeated requests for social engagement or interactions when prior social invitations have been refused or when the employee has otherwise indicated such invitations are unwelcome; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

b) Other Prohibited Harassment

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, national origin, religion, age, disability, creed, marital status, ancestry, sexual orientation or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

c) Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to the City (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work related setting outside the workplace, such as during business trips, business meetings and business-related social events.

d) Retaliation is Prohibited

The City prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, may be subject to disciplinary action up to and including discharge.

e) Complaint Procedure

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, federal and state discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

The Employer strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to the City's policy or who have concerns about such matters should file their complaints with their immediate supervisor or the City Administrator before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of the City Administrator.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, the City strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. The City will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged Conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as the City believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the Governing Body.

Individuals who have questions or concerns about these policies should talk with the City Administrator.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of the City prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

f) Policy Relating to Persons with Disabilities

It is the City's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the City will provide reasonable accommodations to a qualified individual with a disability, as defined under applicable law, who has made the City aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the City.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the City Administrator. The City encourages individuals with disabilities to come forward and request reasonable accommodation.

On receipt of an accommodation request, the City Administrator and your supervisor, if other than the City Administrator, will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the City might make to help overcome those limitations.

The City will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the City's overall financial resources and organization, and the accommodation's impact on the operation of the City, including its impact on the ability of other employees to perform their duties and on the City's ability to conduct business.

The City will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision to the Governing Body by submitting a written request within ten business days of the decision explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The law does not require the City to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the City Administrator, or, if necessary, the Mayor. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

3. Drug, Alcohol and Controlled Substance Abuse Policy-

a) General Rules

- i. The Alcohol and Controlled Substance Abuse Policy applies to all City Employees.
- ii. The Federal Department of Transportation (DOT) and various other Federal Programs specifically require additional prohibitions, notices, testing and training for employees involved with the operations of mass transit, aviation and commercial motor vehicles. Each agency of the DOT issues regulations specific to their industry. The City Administrator or designee is responsible for developing and implementing procedures for compliance with such regulations and shall issue copies of the procedures to covered employees as appendices of this Employee Handbook. In the event of any conflict between rules and regulations, the stricter rule or regulation shall govern.
- iii. The City has an obligation to its employees to take reasonable steps to ensure a drug-free and safe place to work. The City also has an obligation to the citizens of Roeland Park and the public at large to provide quality and safe services through a policy and program prohibiting alcohol, illegal drugs, and controlled substances in the workplace.
- iv. The City prohibits the unlawful manufacture, distribution, dispensing, possession or use of alcohol/intoxicants, illegal drugs, and illegal controlled substances in the workplace. Any employee who violates this policy may be subject to disciplinary action including termination.
- v. The Mayor, City Council and City Administrator of the City affirm the City's policy that, as a condition of employment, all employees will abide by the policy for a drug-free workplace and adhere to the following prohibitions:
- vi. No employee shall report to work under the influence of alcohol/intoxicants, illegal drugs, or illegal controlled substances.
- vii. Employees shall not unlawfully manufacture, distribute, dispense, possess, or use illegal drugs or controlled substances in any manner (1) on City premises or in City vehicles at any time, whether or not performing City business, or (2) while performing City business at any location. An employee convicted of violating any criminal drug statute on or off City property may be subject to disciplinary action, including termination. This section does not apply to any employee performing law enforcement responsibilities.

- viii. Employees shall not use City property or their position with the City in any way to make or traffic alcohol/intoxicants, illegal drugs, or illegal controlled substances for their own purposes.
- ix. Employees shall not engage in any other illegal use, possession, or trafficking of alcohol/intoxicants, illegal drugs, or controlled substances in a manner which is detrimental to the interest of the City.

b) Notice of Conviction-

Any employee convicted of a criminal drug statute violation occurring in the workplace will notify the City Administrator of such conviction no later than five days after conviction.

c) Notice of Legal Drugs or Medications-

Employees taking medication must inform his or her supervisor if they believe they will be impaired or need a reasonable accommodation. Employees shall not commence or continue work if they are uncertain whether they can perform their duties safely.

d) City's Right to Search-

When the City has reason to believe an employee is violating any aspect of this policy, the City may ask the employee to submit immediately to a search of any locker, lunch box, briefcase, purse, wallet, personal belongings, desk, vehicles, or other receptacle the employee uses or has access to. Entry on City premises constitutes consent to searches and inspections. Refusal to consent to a search or inspection when requested by the City constitutes insubordination and is a violation of City policy which may result in disciplinary action, including termination.

e) City's Right to Test-

- i. An individual may not be hired to perform a safety sensitive function unless the individual passes a drug test of urine for evidence of marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.
- ii. All new hires and re-hires of full-time, part-time, or temporary/ seasonal employees may be required to take urine or other medical test, so long as directly related to the employee's ability to perform his or her job responsibilities, and to agree in writing to allow the results of those tests to be furnished to and used by the City.
- iii. Those persons who do not pass such test(s) shall not be employed.
- iv. An employee performing a safety sensitive function who is reasonably suspected of using alcohol or a prohibited drug, may be required to take a drug or alcohol test(s) or both. A supervisor's reasonable suspicion must be based on specific contemporaneous, articulated observations concerning the appearance, behavior, speech or body odors of the employee. Alcohol testing

may also be performed at any time prior, during or following an employee's work shift.

- v. An employee who performs a safety-sensitive function that either contributed to an accident, or cannot be completely discounted as a contributing factor to an accident, may be required to take a drug test(s).
- vi. Employees who perform safety sensitive functions are subject to drug testing on an unannounced and random basis.
- vii. Except as otherwise required by law, all information from an employee's drug or alcohol test shall be treated as confidential. All information related to the drug or alcohol test of an employee will be maintained in his restricted file. Anyone disclosing drug test results, in violation of this policy, will be subject to disciplinary action. Drug and alcohol testing is not genetic testing and no genetic testing will be performed on any blood, urine, or other samples provided for drug and/or alcohol testing.

f) Disciplinary Action for Violation of the Policy-

Any employee who violates any aspect of this policy, including refusal to submit to any of the above described searches, inspections, or testing when requested by the City, may be subject to disciplinary action up to and including discharge. Failure to provide adequate breath or urine may constitute a refusal to test if a medical evaluation determines there is no medical condition preventing the employee from providing the sample. When the City has reason to believe the employee is violating this policy, the employee may be suspended immediately pending investigation.

g) Response to Questions about the Policy-

The City Administrator has been designated as the person responsible to answer questions about the alcohol and drug testing program.

4. Nepotism-

In order to avoid favoritism or the appearance of favoritism based on family relationships, no one shall be employed in a department where the supervisor or department head is a member of their immediate family. "Immediate family" is defined to include only an employee's:

- a) Parents or stepparents;
- b) Spouse or children;
- c) Sister or brother;
- d) Grandparents or grandchildren;
- e) Mother or father-in-law; or
- f) Brothers or sisters-in-law.

In addition to the above, no person shall usually be employed in a position in any department if that person is a member of the immediate family of another employee within that department. However, members of immediate families may be employed within the same department if one or more family members are employed only as a part-time, temporary or seasonal employee for not to exceed six months in any 12 consecutive month period.

If two employees within the same department marry or otherwise obtain a relationship whereby they become members of each other's immediate family, one of the employees shall usually be transferred to another department, if possible, without loss of pay or other benefits. However, in most cases, the establishment of such a relationship alone shall not be the basis for termination of employment.

5. Employment Eligibility-

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

On your first day of work, new employees must complete Section 1 of the Federal Form I-9 and, within three business days of commencement of employment, you must show acceptable documentation, pursuant to those listed in the Form I-9, proving that you are eligible to work in the United States. This is required by federal law.

6. Political Activity-

It is the right of every employee to register and vote on all political issues. Employees are permitted to join political organizations, civic associations or groups and become involved in political activities subject to the following restrictions:

- a) As private citizens, employees may participate in all political activities, including holding public office, except for activities involving the election of candidates for any City office and where holding an appointive or elective public office is incompatible with the employee's City employment.
- b) City employees are not prohibited from supporting candidates for office or from contributing labor to candidates and organizations that endorse candidates. Employees are not permitted to be candidates for City elective office in Roeland Park.
- c) Political activity must not interfere with job attendance or performance. Employees are not permitted to solicit or handle political contributions in City elections. They are not permitted to wear or display political badges, buttons or signs on their person or on City property during on-duty hours.
- d) No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for any candidate for elective office, or otherwise compel, or attempt to compel, any employee to support a candidate for elective office or to engage in any political activity.

The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in, the City's service on the basis of their political affiliations or activities.

7. Residency-

Residency requirements, if any, are determined by the Governing Body.

8. Outside Employment-

Full-time City employees shall not be employed in outside employment without the approval of his or her department head and the City Administrator. This applies to any significant form of non-City employment activity, whether part-time, temporary or permanent, for which the employee receives money, goods, services or other forms of compensation. An employee wishing to hold an outside job shall apply the City Administrator. The employee, when interested in securing outside employment, must furnish the City, by filing with the City Administrator, a full disclosure of the outside employment including the employer's name and address, the nature of work to be performed and the approximate hours per week that the employee will engage in outside employment. Outside employment by a full-time employee shall only be permitted when such outside employment:

- a) Is considered secondary to service with the City;
- b) Does not interfere with the performance of duties for the City; and
- c) No legal, financial or ethical conflict of interest results from such dual employment.

Approval to perform continuous outside employment must be renewed and re-authorized annually by the department head and City Administrator.

9. Gift Restriction –

There will be a general prohibition against gifts, services or things of value to City staff with the following exceptions: (A) An occasional non-pecuniary gift, service or thing of value, insignificant in value (\$50.00 or less); (B) An award publicly presented in recognition of public services.

C. COMPENSATION AND PAY PRACTICES

1. Position classification-

Position classification is a system of identifying and describing different kinds of work in the organization. In most cases, each City position shall, on the basis of the duties, responsibilities, skills, experience, education and training required of the position, be allocated to an appropriate class, which may include either a single position or two or more positions.

2. Pay Range Plan-

The Governing Body shall adopt a pay plan, with minimum and maximum amounts of pay for each class of positions. The pay ranges assigned to each class of positions shall be periodically reviewed and revised by the Governing Body.

3. Maintenance of the Classification Plan-

It shall be the duty of each department head to report to the City Administrator any and all organization changes which will significantly alter or affect changes in existing positions or proposed positions. The Governing Body shall approve all new or revised job descriptions and pay ranges for such positions.

4. Categories of Employment-

Full-Time Employee-

One employed to regularly work at least 40 hours per work week who was not hired on a short-term or temporary basis. The work week is any consecutive seven-day period, except as otherwise provided in Section E-1.

Part-Time Employee-

One employed to regularly work less than 40 hours per work week on a regular and continuing basis.

Seasonal or Temporary Employee-

One employed to work on a regular and/or recurring basis during a specific season or portion of a year.

Volunteer-

Is a non-paid individual in the position he or she holds. When acting as a volunteer an individual is not an employee regardless of other City employment.

5. Pay Periods and Paydays-

The City shall pay all employees on a bi-weekly basis, every other week, for work performed for the previous two-week period. Should the regular payday fall on a City holiday, pay shall be distributed on the working day immediately preceding that day.

6. Hours of Work-

The work week is a period of seven consecutive days beginning at the nearest shift change on Sunday (or 12:01 a.m. on Sunday) and ending at the nearest shift change on the following Saturday (or 12:00 midnight on the following Saturday).

General Employees-

The normal work period for general employees, which includes all employees other than police officers, is 80 hours.

Police Officers-

The normal work period for full-time police officers shall average 80 hours.

Normal Work Hours-

No employee shall be permitted to work in excess of their normal work period except when so directed by the employee's department head. Work in excess of 40 hours per week for non-law enforcement employees, without prior written permission, constitutes insubordination which may result in discipline, up to and including termination.

Employees should see their supervisor for information regarding their meal break.

7. Employment Classification-

Positions are classified according to the responsibilities of the job, the number of hours worked each week and length of service. Employees may be eligible for different benefits and governed by different regulations dependent upon their job classification. The following definitions have been established in order to standardize terminology purposes of federal and state wage and hour laws:

a) Exempt-

Employees whose positions are exempt from the Fair Labor Standards Act and do not receive overtime pay and/or compensatory time. Exempt employees are paid on a salary basis and generally receive the same weekly salary regardless of hours worked, subject to certain, limited and legally permitted deductions.

b) Non-Exempt-

Non-Exempt Employees are employees who are paid on an hourly basis and who are subject to overtime/compensatory pay and minimum wage provisions of the Fair Labor Standards Act (FLSA). Non-exempt employees will be paid overtime at the rate of one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in a work week, unless otherwise specified by state law.

You will be informed of your classifications upon hire and informed of any subsequent changes to your classification.

8. Overtime Work-

- a) Compensation for authorized overtime work shall be paid at the rate of one and one-half times the employee's regular rate of pay for all hours worked over 40 per work week for non-emergency service employees.
- b) A work period for police and firefighters has been established under the Fair Labor Standards Act. Full-time police officers shall be eligible to receive overtime compensation only for work hours in a work period which exceed 80 hours per 14-day work period.
- c) Overtime compensation shall usually be paid not later than the first payday following the work week in which it was earned. However, at the discretion of the department head, an employee may be given compensatory time off in lieu of cash payments for the overtime worked. Any compensatory time off shall be at the rate of one and one-half times the hours of overtime worked and is accruable up to 80 hours (53.3 actual hours worked) for all employees.
- d) All overtime work must have prior authorization by the employee's department head. At the time of authorization, the department head shall advise the employee whether the overtime compensation shall be in the form of additional wages or compensatory time off. The department head shall maintain records of any overtime worked.

- e) For purposes of calculating overtime, hours worked include holiday, scheduled vacation (defined as vacation scheduled at least two (2) weeks prior to the first day of vacation leave) and actual hours worked.

9. Call Back Time-

- a) A Department Head may call an employee in to work on a regular day off or may call an employee back to work after a regular work schedule.
- b) All employees who are eligible to receive overtime, and who are called in to work on a regular day off or are called back to work after a regular work schedule shall be paid at the appropriate rate of pay for the hours worked, except such employee shall be paid a minimum of two hours at their overtime rate. The employee may choose to add these hours as compensatory time off.
- c) The minimum of two hours shall not apply if the employee was called in or called back during the two hour period immediately prior to the beginning of the employee's next regularly scheduled work shift. Pay for call back begins at the time the employee reports for duty.

10. Pay Plan-

The salary of each employee of the City, except those appointed officers whose salary is specifically set by ordinance, shall usually be set, at least annually, at an amount within the pay range of the position class the employee is assigned as determined by the Governing Body, with the advice of the City Administrator.

Employees working on a part-time basis shall receive that portion of the salary assigned to their position to be determined by the actual time they work. The hourly wage for persons employed on a monthly salary basis is computed as follows: Monthly wage times 12 divided by (hours worked per week times 52) equals wage per hour for full-time employees.

11. Pay Increases-

- a) In most cases, pay increases shall not be automatic and such increases are subject to approval by the City Administrator.
- b) Annual cost-of-living pay increases may be given as approved by the Governing Body. Subject to the approval of the City Administrator, a department head may award a pay increase to an employee based on an annual performance evaluation submitted by the employee's immediate supervisor.
- c) Annual longevity pay may be given at the discretion of the Governing Body.
- d) Annual bonuses may be given at the discretion of the Governing Body.

D. PERFORMANCE MANAGEMENT

1. Performance Evaluations-

An evaluation of the performance of each full-time and part-time employee based on his or her duties and responsibilities shall usually be prepared by the employee's immediate supervisor at least annually.

2. Qualifications of Employment-

Applications for any open position with the City shall usually be accepted from applicants who meet the stated minimum qualifications established for that position, subject to the following conditions:

- a) Each applicant shall complete a job application form.
- b) A medical examination or other testing, including drug testing, may be required only after an offer of employment has been made contingent upon the applicant passing the drug test, provided that, such exams or testing are required of all such applicants who are offered employment in similar positions or position classifications.

3. Promotion-

All employees seeking promotion shall usually be expected to meet the minimum qualifications for the position to which they seek promotion.

A medical examination or other testing, including drug testing, may be required only after an offer of promotion has been made contingent upon the applicant passing the drug test, provided that, such exams or testing are required of all such employees who are offered promotions in similar positions or position classifications.

E. TIME OFF POLICIES

1. Holidays-

The following will be the fixed holidays:

1. New Year's Day - always January 1. When January 1 falls on a Saturday, then Friday, December 31 of the previous year is observed. When January 1 falls on a Sunday, then Monday January 2 is observed.
2. Martin Luther King, Jr. Day – always the third Monday in January
3. Memorial Day Monday – always the last Monday in May

4. Independence Day– always July 4. When July 4 falls on a Saturday, then Friday, July 3 is observed. When July 4 falls on a Sunday, then Monday, July 5 is observed.
5. Labor Day Monday – always the first Monday in September
6. Veterans’ Day – always November 11. When November 11 falls on a Saturday, then Friday, November 10 is observed. When November 11 falls on a Sunday, then Monday, November 12 is observed.
7. Thanksgiving Day – always the fourth Thursday in November
8. Day after Thanksgiving – always the Friday immediately following the fourth Thursday in November.
9. Christmas Day – always December 25. When December 25 falls on a Saturday, then Friday, December 24 is observed. When December 25 falls on a Sunday, then Monday, December 26 is observed.

And in some years:

10. When December 25 falls on a Tuesday then, Monday, December 24 is observed as a holiday. When December 25 falls on a Thursday, then Friday, December 26 is observed as a holiday.
 - a) Employees required to work on a City observed holiday usually receive 8 hours holiday pay or an alternative day off.
 - b) Part-time employees shall be paid only for City observed holidays which fall on days for which they would otherwise have been scheduled to work. The amount of such pay shall be equal to the wages they would have earned for the number of hours they would have been scheduled to work on that day. Seasonal and temporary employees shall not receive paid holidays.

To be eligible to receive pay for a City holiday, an employee must not have been absent without approved leave either on the workday before or the workday after the holiday.

2. Vacation Leave-

Vacation leave shall be earned beginning with the date of employment under the conditions hereinafter stated. An employee who works fewer than 12 days in any month shall not accrue vacation credit for such month of service; provided that this restriction of 12 days shall not apply where the employee has worked fewer than 12 days due to authorized paid leave. No employee shall be permitted to use vacation time for any period spent on unauthorized leave.

a) Full-Time Employees-

Full-time employees are entitled to paid vacation leave time according to the following schedule, provided no paid vacation leave time may be taken during the first six months of employment.

Years of Continuous Employment	0-4	5-9	10-15	15+
Hours Earned Per Month	8	10.67	12	16
Equivalent Work Days	12	16	18	24
Maximum Hours Accumulation	240	240	240	240
Maximum Hours for One Time Leave	80	120	120	120

Employees on Medical leave are not subject to the maximum hours for one time leave.

b) Other Employees-

Part-time employees who work at least 40 hours per pay period shall earn vacation credit at the rate of four hours for each month of employment. Seasonal and temporary employees shall not earn vacation leave.

c) Training Period-

Employees-in-training during their initial employment shall be credited with vacation leave for each month of employment but shall not be permitted to use any vacation credit prior to the completion of their training period. Training employees terminated during the training period shall be paid for any accrued vacation leave.

d) Scheduling-

The dates for the taking of vacation leave shall be scheduled in consultation with the employee's supervisor and department head.

e) Holiday During Vacation-

City holidays which occur during the taking of an employee's authorized vacation leave will not be counted as a day of vacation.

f) Minimum Hours-

Exempt employees may use vacation leave in full day increments and non-exempt employees may use vacation leave in half-hour increments, subject to the approval of their supervisor.

g) Termination –

Upon termination, an employee shall be compensated for all earned but unused vacation leave at their final rate of pay, subject to the maximum hours of accumulation authorized in the schedule with the exception outlined in the separation of service section.

3. Sick Leave-

Full-time employees who are employed to work at least 40 hours or more per work period, shall be entitled to sick leave with pay for absences resulting from illness, injuries, accidents, or other physical incapacity, occurring either on or off the job. Sick leave with pay may also be used for absences resulting from illness, injuries, accidents, or other physical incapacity of the employee's spouse, child, or parent. A spouse is defined as a husband or wife as defined by the state of residence of the employee, as well as domestic partner. A child is a son or daughter, in addition to a biological child, adopted, foster or step-child. The definition of son or daughter also includes a legal ward or child of someone standing in loco parentis. A qualifying daughter or son must be

under the age of 18, unless the daughter or son has a physical or mental disability that makes self-care impossible. In such cases, there is no age limit. A parent is defined as a biological, foster, adoptive or step-parent, or any person who served in loco parentis (served as a parent) to an employee. It does not include a parent-in-law.

No employee shall be permitted to use sick leave for any period spent on unauthorized leave. Full-time employees are entitled to sick leave with pay for physical examinations and dental work if they have provided at least one day's notice to their immediate supervisor.

a) Amount of Sick Leave-

Full-time employees shall earn eight hours of sick leave for each full month of service. Part-time employees who are employed to work not less than 40 hours per work week shall receive four hours of sick leave for each month of employment.

b) Accumulation of Sick Leave-

An employee hired prior to March 1, 2013, may accrue no more than 960 hours of sick leave. An employee hired after March 1, 2013, may accrue no more than 480 hours of sick leave.

c) Computing Sick Leave-

Any absence for a fraction or part of a day which is chargeable to sick leave shall be charged in increments of not less than one hour.

d) Doctor's Certificate-

For sick leave in excess of three consecutive work days, a department head may require a signed statement from a health care provider verifying the employee's inability to perform his or her assigned duties because of illness and/or his or her ability to return to work.

e) Notification-

To be eligible for paid sick leave, an employee, or his or her representative, shall notify his or her immediate supervisor and give the reason for the absence no later than two hours after the beginning of the first work day for which sick leave is taken, or as soon as practical under the circumstances.

f) Termination of Employment-

An employee shall not be paid for any unused sick leave upon termination of his or her employment with the City with the exception outlined in the separation of service section.

4. Pregnancy Leave-

An employee may claim leave for pregnancy in the same manner as provided for sick leave; provided, however, that the employee may elect to utilize any accrued vacation leave if, and to the extent, such leave is available. An employee may also take leave without pay in the same manner as any other employee on leave without pay status.

5. Funeral Leave-

In the case of death of a member of an employee's immediate family (to include only the spouse, children, mother, father, brother, sister, grandparents or same by marriage of the employee or

employee's spouse), full-time employees may request funeral leave not to exceed three consecutive working days. If an employee needs additional time off to attend to details of the funeral, it may be arranged with their supervisor. Leave in excess of three days may be charged against any unused sick or vacation leave, unless the employee elects to take leave without pay. Employees should notify their department head as far in advance as possible regarding a need for leave.

6. Family and Medical Leave-

If ever required by federal law, the City will administer leave that qualifies for Family and Medical Leave Act (FMLA) protection in accordance with federal law. This policy is intended for guidance and shall not be interpreted to expand the City's responsibilities beyond the requirements of the law. For employees who are not eligible for FMLA leave, including employees who have exhausted available FMLA-protected leave (if available under the law), requests for leave shall proceed according to the City's established policies. Any questions regarding available Family and Medical Leave should be directed to the City Clerk.

7. Injury Leave-

- a) All injuries occurring on the job shall be reported immediately to the employee's immediate supervisor.
- b) Any employee injured on the job shall usually be eligible to receive injury leave with pay during the seven-day waiting period for workers' compensation claims.
- c) When an employee receives compensation under the Workers' Compensation Act, the pay he or she receives from the City, while an employee of the City, shall be the difference between his or her regular rate of pay and the amount he or she receives from workers' compensation and shall be charged against sick leave.

8. Military Leave-

- a) Employees will be granted leaves of absence for military service, training or other obligations in compliance with Uniformed Services Employment and Reemployment Rights Act requirements and related federal and state military leave laws. Any employee so engaged in military or other uniformed services shall not be denied employment, reemployment, retention, promotion, or any benefit of employment on the basis of their active uniformed service. The City will not discriminate in employment against, or take any adverse employment action against, any person because he/she exercised these rights.
- b) As with other leaves, employees must provide advance notice to his/her supervisor of the intent to take military leave as well as appropriate documentation, as far in advance as possible, unless giving such notice is impossible, unreasonable or precluded by military necessity.
- c) Pursuant with the Uniformed Services Employment and Reemployment Rights Act (USERRA), employees are provided with broad protection in terms of their reemployment upon completion of military service, as well as specific time frames in which employees must return to work upon completion of service. Employees returning from military leave

will (with limited exceptions) be returned to their position in accordance with current law then pertaining.

- d) Employees will not continue to receive pay during a military leave unless required by law. However, an employee may request to use earned but unused vacation time and sick time during military leave. Benefit coverage will continue for 30 days, provided employees pay their normal portion of the premiums.

9. Civil Leave-

a) Civil Leave With Pay-

An employee shall be given necessary time off with pay:

- i. When performing jury duty;
- ii. When appearing in court as a witness in answer to a subpoena or as an expert witness when acting in an official capacity in connection with the City;
- iii. When performing emergency civilian duty in connection with national defense; or
- iv. For the purpose of voting when the polls are not open at least two hours before or after the employee's scheduled hours of work.

However, an employee shall reimburse the City for juror or witness fees received while on civil leave.

b) Civil Leave Without Pay-

If an employee is involved in a personal lawsuit either as plaintiff or as defendant in an action not related to his or her duties with the City, the employee may take leave without pay unless he or she elects to utilize any accumulated vacation leave.

10. Other Leave-

a) Educational Leave-

An employee, upon written request, may be granted leave without pay for a period up to one year to further his or her education or seek specialized training, upon recommendation of the employee's department head and approval by the City Administrator and Governing Body. An employee may request leave with pay for a class related to their current work on a case by case basis which will need to be approved by his or her department head and the City Administrator.

b) Leave of Absence-

An employee, upon written request, and with the recommendation of his or her department head, may be granted a leave of absence without pay for a period of up to six months, subject to the approval of the Governing Body.

c) Compensatory Time-

Compensatory time off that is accrued by a non-exempt employee for overtime worked shall be taken within 13 pay periods following the pay period in which it was earned.

d) Request for Leave-

Except for sick leave, all leave must be authorized by the employee's department head prior to leave time being taken.

e) Credits for Paid Leave-

An employee, while on paid sick leave, vacation leave or other leave with pay, shall continue to earn credit for sick leave and vacation leave, but no leave credit shall be earned by any employee while on leave without pay.

F. OTHER EMPLOYEE BENEFITS

1. Health Care Program-

- a) All full-time employees shall be eligible for the City's group health care insurance program beginning on the first day of the month following the initial date of employment. A part-time employee who becomes a full-time employee shall be eligible for group health care insurance as of the date of change in employment status.
- b) When an individual employee is required to contribute because of participation in the City's group health care program the amount of such contribution shall be a payroll deduction.
- c) All costs for health care insurance shall be paid by the employee during any period the employee:
 - i. Is on a leave without pay (excluding Family and Medical Leave Act provisions);
 - ii. Is on suspension without pay;
 - iii. Is on unauthorized leave; or
 - iv. Is participating in any unlawful work stoppage.
- d) No employee shall be entitled to a cash payment in lieu of health care insurance coverage.
- e) Each employee should refer to the specific plan document, benefit booklet, or policy provided for each benefit to determine eligibility. A benefit plan document always supersedes all other information provided about a benefit. Summary Plan Descriptions (SPDs) can be found in City Clerk's Office and employees should see the City Clerk to request a copy.

The City reserves the right to amend or terminate benefits at any time.

2. Retirement - OASDI Benefits-

All eligible employees of the City are under the federal OASDI social security system, and receive the benefits thereof in accordance with federal laws and guidelines. The cost of this benefit is paid equally by the City and the employee, with the employee contribution subject to payroll deduction.

3. Retirement - KPERS/KP&F Benefits-

All eligible employees of the City are members of the Kansas Public Employees Retirement System (KPERS) and/or Kansas Police & Firefighter Retirement System (KP&F) and receive the benefits thereof in accordance with state laws and guidelines. Under current law, KPERS members contribute six percent of salary, by payroll deduction. The employer's share is determined by KPERS, and varies annually.

4. Workers' Compensation Benefits-

All employees of the City receive the benefits of the Kansas Workers' Compensation Act, in accordance with such laws and guidelines. The cost of this benefit is paid entirely by the employer.

5. KPERS/KP&F Death and Disability Benefits-

All employees who are contributing members of KPERS/KP&F are eligible for the insured death and disability benefits provided by KPERS/KP&F, which is supplemental to the regular KPERS/KP&F benefits. The cost of this benefit is paid entirely by the employer. This insured death and disability benefit begins on the first day of employment, whether or not the employee is a contributing member of KPERS/KP&F.

6. Unemployment Compensation-

All employees receive the benefits of the Kansas Employment Security (unemployment compensation) Act, in accordance with such laws and guidelines. The cost of this benefit is paid entirely by the employer.

7. Life Insurance-

In addition to the death benefits provided under OASDI, KPERS and KP&F, the City makes available to each employee the option of purchasing group life insurance, administered by KPERS/KP&F, on a payroll deduction basis. The cost of this additional life insurance is paid by the employee and varies with the options selected by the employee.

8. Deferred Compensation-

All City employees may participate in any deferred compensation plan offered by the City, for which they are eligible.

G. AUTHORITY TO DISCIPLINE

Department heads and/or the City Administrator shall have the authority and the responsibility to discipline employees for violations of the City's personnel policies and any departmental guidelines.

1. General Policy-

The purpose of discipline is to ensure high standards of performance and efficiency, to maintain good working relationships among employees, and to provide the citizens of the City with the highest possible level of courteous and professional public service. Discipline in the City organization is for the most part "self" discipline. It is the duty of employees to make a conscientious effort to work and behave in accordance with the values, service standards, policies and guidelines of the City and the department in which they work. Each employee is expected to be self-disciplined and to work hard at being the best at what he or she does and to help the City provide a high level of public service. When an employee does not exercise adequate self-discipline or is not successful in meeting the requirements of their job, it may be necessary for his or her department head or supervisor to consider disciplinary actions to correct the problem.

It is not possible to list every possible instance in which an employee may be subject to discipline, up to and including termination. However, the following list (which is not all-inclusive) provides instances in which an employee may be subject to discipline, up to and including termination:

- a) The employee violates the provisions contained in this Employee Handbook, or any other written guidelines or procedures applicable to the department in which the employee works;
- b) The employee's conduct reflects discredit to the City or hinders the effectiveness or efficiency of City operations; and/or
- c) The employee has performed an act of misconduct, or has failed to perform an act which results in misconduct.

2. Disciplinary Actions-

The following types of disciplinary actions are possible:

- a) Verbal Warning-
A verbal warning is an oral reprimand given to an employee by his or her supervisor or department head. A record of the warning shall be recorded in the employee's file.
- b) Reprimand-
A reprimand is a written censure to an employee by his or her supervisor or department head, a copy of which shall be recorded in the employee's file.
- c) Probation-
Probation is a trial period of a specific length of time during which an employee is required to fulfill a set of conditions, to improve work performance, or to improve on the employee's job behavior. Failure to meet the probationary requirements may result in additional disciplinary actions.
- d) Salary Reduction-
A salary reduction is the lowering of an employee's rate of pay within the pay range to which the employee's position is assigned.
- e) Demotion-
A demotion is the placement of an employee into a position of a lower pay range.
- f) Suspension-
A suspension is the removal of an employee from service, with or without pay, for a specific period of time.
- g) Termination-
Termination is the removal of an employee from City employment.

There is no requirement that the discipline of an employee involve all, or any, of the above-referenced actions. For instance, if warranted, an employee may be suspended or terminated without a verbal warning in certain circumstances.

3. Procedure for Disciplinary Action-

Whenever the misconduct of an employee occurs—that of which in the judgment of the employee’s supervisor or department head justifies the application of disciplinary action other than a verbal warning—the supervisor or department head might, in appropriate circumstances:

- a) Document the misconduct in writing;
- b) Determine the appropriate disciplinary action to correct the problem;
- c) Meet with the employee to review the problem and the proposed disciplinary action. The meeting should be private and include only the employee, supervisor, department head or other persons requested to be present by the department head;
- d) Give the employee an opportunity to refute the facts or argue against the proposed disciplinary action. The employee may submit comments in writing to be attached to the record of the disciplinary action;
- e) Make a final decision as to the disciplinary action; and/or
- f) Notify the employee of the disciplinary action in writing, except for verbal warnings. A copy of the documentation of misconduct and a note as to the form of disciplinary action taken shall be provided to the City Clerk for insertion in the employee’s personnel file.

The procedure noted above is discretionary and may or may not be utilized given the particular circumstances.

4. Misconduct Subject to Disciplinary Action-

The following is a list of misconduct which may subject an employee to disciplinary action, up to and including termination of employment. The list is not exclusive; it is only representative of the types of misconduct which may subject an employee to disciplinary action. This list is provided for general guidance to employees and does not alter the at-will nature of an employee’s employment relationship with the City.

- a) Conviction of a violation of any state or federal criminal law.
- b) Conviction of a violation of any City law.
- c) Failure to follow prescribed City or departmental safety policies and procedures, including failure to notify his or her supervisor of unsafe working conditions and negligent or willful creation of unsafe conditions in the workplace.
- d) Violation of personnel policies and guidelines or departmental policies and guidelines.
- e) Inattention to duty, carelessness, breakage or loss of public property or funds or willful or negligent damage to public property or waste of public supplies or equipment.
- f) Incompetency or inefficiency in the performance of the duties of his or her position or failure to render satisfactory service.

- g) Insubordination or other breach of discipline.
- h) Discourteous or disruptive conduct or other offensive behavior in public, to the public or to employees and officers of the City.
- i) Abuse of leave, excessive absenteeism or tardiness or absence without leave.
- j) Temporarily leaving the workplace without the approval of his or her supervisor.
- k) Failure to give proper notice of absence.
- l) Sleeping on the job.
- m) Use of alcohol or drugs, off the job, to the extent that the employee's job performance or effectiveness as a City employee is impaired.
- n) Inducing or attempting to induce any officer or employee of the City to commit an unlawful act or to act in violation of any lawful or official order or regulation.
- o) Unauthorized possession of firearms or other weapons on the job.
- p) Taking or using any funds or property of the City for personal use or for sale or gift to others or the making of any false claim against the City.
- q) Refusal to abide by any lawful official regulation or order, failure to obey any proper direction made by a supervisor or department head or knowingly making a false statement to any employee or officer of the City.
- r) Claiming leave time under false pretenses or falsifying attendance records for oneself or another employee.
- s) Possession or use of alcohol or drugs, except where prescribed by a physician, after being afforded the opportunity to seek professional attention, or use of alcohol or drugs, except where prescribed by a physician, while on duty. Sale of or offering for sale or giving away alcohol or drugs while on duty or at the workplace.
- t) Illegal harassment of any kind, including sexual harassment.
- u) Disclosing confidential records or information unless directed to do so by his or her department head or supervisor.
- v) Revocation or suspension of a certification or license, including a driver's license, when such is required as a condition of City employment.
- w) Material falsification of application for City employment or making a false statement or report in regard to any test, certification or appointment or any attempt to commit any fraud that violates the merit principles of personnel administration.
- x) Giving or attempting to give any monetary consideration or the delivery of undeserved service to or from any person or organization for, or in connection with, any test or appointment.

- y) Taking or offering to take from any person for the employee's personal use any fee, gift or other thing or service of value, in the course of his or her work or in connection with it, when such gift or other valuable thing or service is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person; accepting a bribe, gift, money or other thing of service or value intended to encourage the employee to perform or refrain from performing any official act; engaging in any act of extortion or other means of obtaining money or other things or service of value through his or her position in the service of the City.

In an appropriate case, an employee may be suspended, with or without pay, pending an investigation and review of the matter.

H. SAFETY

1. General Safety-

All employees are required to wear appropriate safety equipment and follow appropriate safety precautions according to City and/or departmental policy at all times. Failure to comply with safety policies may result in disciplinary action.

2. Smoking Policy-

Smoking shall not be permitted in any enclosed City facility. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, cafeterias, employee lounges, stairs, restrooms, vehicles and all other enclosed facilities. This policy applies to all officers and employees of the City, contractors, and visitors. Smoking shall be permitted only at a reasonable distance of ten (10) feet outside entrances, operable windows and ventilation systems of enclosed areas where smoking is prohibited, so as to ensure that tobacco smoke does not enter those areas.

No Smoking signs shall be posted in all City facilities.

Those employees who smoke and would like to take this opportunity to quit are invited to call the free Kansas Tobacco Quitline (1-800-QUIT-NOW) for telephone cessation counseling and support.

3. Conceal Carry of Firearms-

Employees and officials, who are not otherwise prohibited by state or federal law, may carry a concealed handgun, consistent with the Kansas Personal and Family Protection Act, as amended, into City buildings, where the carrying of a concealed handgun is allowed under the provisions of state law.

- a) Any employee carrying a concealed handgun within a City building pursuant to the provisions of state law must keep said handgun completely concealed, in a proper holster or similar product, with all safety features in place.

- b) Storage of Concealed/Carry Firearms: It is the sole responsibility of the employee to maintain control of his/her concealed firearm and ammunition by ensuring that such firearm is on his or her person and attended to at all times.
- c) Employees are also permitted while on City owned property to store a firearm within their own vehicle provided that such storage is outside of plain view from the exterior of the vehicle and that the vehicle is locked when the employee is not in the vehicle.
- d) Other than certified law enforcement officers, it is outside of the course and scope of employment for any City employee or contractor to brandish, intentionally display, use, discharge, point or threaten any person with the use of a weapon in the workplace or in the exercise of his or her duties.
- e) An employee's failure to maintain a firearm in a concealed manner or locked as described herein could result in discipline, up to and including termination.
- f) In the event that a City employee or official discharges a firearm while on duty, the Roeland Park Police Department shall investigate the discharge and file a report of investigation with the City Administrator. Based on such report, the City Administrator, or designee, will determine whether it constitutes grounds for disciplinary action, up to and including termination. The discharge of a firearm while on duty may also result in criminal charges.

Subject to other policies and procedures of the City of Roeland Park and Kansas law, law enforcement officers are the only individuals authorized to use deadly force while acting for and on behalf of the City of Roeland Park. Employees who are not authorized to use deadly force do not have the immunities and are not entitled to the same indemnity afforded law enforcement and other employees authorized to carry firearms within the scope of their employment. The City will not provide for, reimburse, or pay attorney fees or other costs in defense of any employee who uses deadly force if the use of deadly force is not a function of said employee's job.

4. Uniform Policy-

The purpose of this policy is to establish a policy concerning the proper wearing of City apparel for non-public safety employees and to identify those items that are "safety equipment" and not uniforms. Items will be replaced, as needed, based on budgetary considerations. Each employee, upon being hired shall be issued the following uniform items:

- a) Public Works Department
 - i. Five shirts with City logo.
 - ii. Three heavy sweatshirts with City logo.
 - iii. One winter jacket with City logo.
 - iv. One pair of coveralls with City logo.

- v. \$150 to be paid each year (at the beginning of the year) through payroll for the purchase of work pants.
- b) Administrative
 - i. Five shirts with City logo.
 - ii. Two sweatshirts with City logo.
- c) Code Enforcement
 - i. Five shirts with City logo.
 - ii. Two heavy sweatshirts with City logo.
 - iii. One winter jacket with City logo.
 - iv. One Khaki pants.

5. Specifics-

- a) Uniforms (excluding work pants) will be purchased only three times per year (usually March, June and September).
- b) All uniforms (excluding work pants) are the property of the City and must be exchanged when receiving new items or returned when leaving employment with the City.
- c) Uniforms now in the possession of City employees must be exchanged prior to receiving new uniforms.
- d) It is assumed that employees who wear uniforms while not on duty do so to bring credit to the City and will not engage in conduct that is disgraceful or an embarrassment to the City.
- e) All new uniforms, with a City logo, shall be approved by the City Administrator.
- f) It shall be the responsibility of the employee to wash, clean and maintain any City uniforms.
- g) Appropriate non-uniform clothing may be worn when attending training, schools, meetings, luncheons, workshops, etc.
- h) The employee is responsible for any loss or damage of City uniforms due to neglect.
- i) The City Administrator may authorize exceptions to the Uniform Policy.

6. Non-Uniform Safety Items-

The following items are considered Safety Equipment and shall be provided to necessary employees. These will be replaced as needed due to normal wear and tear or when damaged. The old items shall be returned prior to issuing new items.

- a) One pair of steel toed (ANSI approved) boots (Paid by City up to \$160.00).
- b) One pair of leather gloves.
- c) One pair of safety glasses.
- d) One pair of full eye goggles.

I. TRAVEL POLICY

The City pays business-related travel expenses of its elected officials, employees and other with the approval of the department head and City Administrator, as long as the departmental travel seminar and education line-item budget would not be exceeded.

a) Approved Travel-

- i. Any function of the League of Kansas Municipalities if held within the State of Kansas.
- ii. Any function of the Mid-America Regional Council (MARC) if held within the member counties of MARC.
- iii. Any function of the Northeast Johnson County Chamber of Commerce.

b) Reimbursement Rates-

- i. Travel by personal car at the IRS-approved rate. In-state mileage shall be calculated by the City Administrator using the shortest distance method, plus five (5) miles per each day, or part thereof, that the person is engaged in City business. Out-of-state travel will be at actual odometer readings.
- ii. Other transportation, lodging and miscellaneous expenses at actual cost upon the submission of proper vouchers/receipts.

c) Meals-

- i. At actual cost upon the submission of proper vouchers/receipts for expenses not associated with travel requiring an overnight trip.
- ii. For travel requiring an overnight trip, the following per-diem (no receipts necessary) shall apply, or pro-rata based on the following:

In State		Out of State	
Breakfast	\$5.00	Breakfast	\$10.00
Lunch	\$10.00	Lunch	\$20.00
Dinner	\$15.00	Dinner	\$30.00

- iii. Banquets, lunches and other meals included in the registration fee or prepaid with the conference will be deducted from the per diem rate.

Individuals who are pre-registered for any event and not able to attend should make every effort to find another City official to go in their place.

J. EMPLOYMENT RECORDS

1. Personnel Records-

- a) Information contained in an employee's personnel file is highly confidential and is maintained by the City Clerk. The City Clerk shall keep adequate records of all persons

employed, their pay scale, time worked, accrued vacation and sick leave, all absences for vacation, sick or other leave, accrued overtime, and all other records directed to be made and maintained under these policies and guidelines or under applicable state or federal law. All employee files remain the property of the City and contain only items that have direct bearing on the employee/employer relationship. This includes any documents that relate to the employee's recruitment, selection and retention; the employee's job responsibilities and his/her ability to perform those duties; and the employee's present or future ability to perform work assignments.

- b) Employee files will be maintained by the City Clerk and must remain in the Administration Department at all times. Only authorized individuals have access to the information in these records.
- c) Managers should provide, to the City Administrator for review and approval, written notification of any corrective action or changes in the status for his or her employees. The City Clerk will maintain a record of all changes in the employees' personnel files.
- d) Current employees may request to review their personnel file. An employee's personnel file shall be available during office hours for inspection by that employee upon reasonable notice. Such request should be submitted to the City Clerk.

2. Access to Employee Files and Verification of Employee Records-

Information contained in an employee's personnel file is highly confidential and will be released only to authorized individuals within the City, upon receipt of a court ordered subpoena or to individuals with written authorization from the current employee. It is the City's policy to provide only limited information regarding a former employee in response to requests for references.

This policy shall be applied in accordance with the requirements of federal and state laws.

3. Release of Employee Files-

When an outside party requests information about a current or former employee, only the City Administrator or City Clerk is authorized to respond. Reference requests should be referred to the City Administrator or City Clerk.

All telephone or written inquiries for employment references must be referred to the City Administrator or appropriate manager. The City Administrator or City Clerk will release only the employee's dates of employment and job title; salary may only be verified in writing.

K. TECHNOLOGY AND ELECTRONIC COMMUNICATIONS

The purpose of this policy is to establish guidelines for use of the City's computer, communication, and related systems to ensure that this equipment is used in a manner consistent with its intended purpose and the mission of the City and to discourage or eliminate inappropriate use of the equipment.

1. Definitions-

- a) Technology Equipment-
Includes all computers and related hardware and software, voicemail, electronic mail, internet access, internet e-mail, phone systems, network systems, voice and data communications, printers, copy and fax machines, video cassette recorders, cameras, pagers, radios, and electronic equipment in general which is owned by the City, licensed to the City, or otherwise provided for use by the City through the use of public funds.
- b) Management Staff-
Department heads, their designees, or other City staff in supervisory positions.
- c) Network-
Any City owned or operated computer, telephone, or electronic system.

2. General Computing and Network Policy-

- a) Violations to this Policy are subject to disciplinary action, including termination.
- b) All users of the City's technology equipment must adhere to City, state, federal, and international laws governing the use of such equipment. All users of the City's technology equipment should strive to use such equipment in an efficient and effective manner consistent with the City's mission, and must avoid unethical, unauthorized, or any other use of such equipment in a manner inconsistent with good stewardship of public resources.
- c) Any provision or provisions of this policy may be waived only for unusual circumstances, and only with the concurrence of an individual's supervisor and the City Administrator or his/her designated representative.
- d) Users of the City's network services shall promote efficient use of the networks to minimize, and avoid if possible, congestion of the networks and interference with the work of other users of the network.
- e) Encryption of communications will be allowed only if it is determined to be necessary for the protection of citizens or employees, or is determined to be an integral part of an employee's performance of their assigned work.

3. Prohibited Uses-

- a) Use of the City's technology equipment for threats, harassment, slander, defamation, obscene or suggestive messages and images, political endorsements, commercial activities, or for the production or dissemination of any material which is discriminatory with regard to race, sex, religion, ethnicity, disability, sexual orientation, gender identity, and/or age is prohibited.
- b) "BIOS" (basic in and out system) passwords, unless approved by the City Administrator or his/her designated representative.
- c) Intentionally disrupting or damaging any of the City's network services or any components of the system.

- d) Deletion, examination, copying, or modification of files and/or data belonging to other users without their prior consent.
- e) Any unauthorized access or attempts to gain unauthorized access to data, system resources and passwords.
- f) Any attempt to secure system access privileges other than those assigned by the System Administrator or his/her designated representative.
- g) Decryption of system or user passwords.
- h) The copying or deleting of any software without the authorization of the City Administrator.
- i) Infringement on software licenses and copyrights.
- j) Loading of software onto the City's network, or any component of the network, without the advance approval of the City Administrator or his/her designated representative.
- k) The intentional introduction of computer viruses or other disruptive programs into the City's system.
- l) Sharing of passwords with other users.

4. Privacy Policy-

- a) No individual or group utilizing the City's technology equipment should have any expectation of a guarantee of privacy in their use of the City's technology equipment. The equipment is managed by the City for the purpose of City business, and authorized representatives of the City may access any aspect of the City's technology equipment at any time for work related non-investigatory or investigatory purposes. Authorized representatives of the City may, without advance notice, access any portion of the City's technology equipment for purposes related to claims of misconduct by City staff.
- b) Management reserves the right to monitor the use of any or all portions of the City's technology equipment, including electronic messages either sent or received, electronic files stored on the City's network, and internet sites visited.
- c) Management reserves the right to access, without notice, data or text caches, pager memory banks, e-mail, voicemail boxes or accounts, and other employer provided electronic storage systems.
- d) All data, information, electronic mail, and other documents contained on the City's network, or any component of the City's network, is City property, and may be accessed by authorized representatives of the City.

5. Electronic Mail Systems-

- a) Privacy, Confidentiality and Public Records Considerations

- i. The City will make reasonable efforts to maintain the integrity and effective operation of its electronic mail systems, but users are advised that those systems should in no way be regarded as a secure medium for the communication of sensitive or confidential information. Because of the nature and technology of electronic communication, the City can assure neither the privacy of an individual user's use of the City's electronic mail resources nor the confidentiality of particular messages that may be created, transmitted, received, or stored thereby.
- ii. All electronic files and messages on the City's systems are periodically backed up and generally available for re-creation, even if erased.
- iii. In all electronic mail communications, be polite and use appropriate language.
- iv. Delete all messages from the electronic mail system when they are no longer needed to help efficiently manage network storage resources.

b) Permissible Uses of Electronic Mail

- i. Authorized Users-Only City employees and other persons who have received permission under the appropriate authority are authorized users of the City's electronic mail systems and resources.
- c) Purpose of Use-The use of any City resources for electronic mail must be related to City business. Incidental and occasional personal use of electronic mail may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use of City's electronic mail resources for personal purposes is subject to the provisions of this policy.

d) Prohibited Purposes

- i. Personal use that creates a direct cost for the City.
- ii. The City's electronic mail resources shall not be used for personal monetary gain or for commercial purposes that are not directly related to City business.

e) Prohibited Uses

Prohibited uses of electronic mail includes, but is not limited to the following:

- i. Do not use the City's electronic mail system for sending "junk mail" or "chain letters."
- ii. Never send electronic mail from someone else's account or electronic mail address.
- iii. Sending copies of documents in violation of copyright laws.
- iv. Inclusion of the work of others into electronic mail communications in violation of copyright laws.
- v. Capture and "opening" of other employees' electronic mail except as required in order for authorized employees to diagnose and correct delivery problems.
- vi. Use of electronic mail for personal political use.

- vii. Use of electronic mail to harass or intimidate or to interfere with the ability of others to conduct City business. This prohibition specifically includes any communication which violates the City's policies against illegal harassment and discrimination.
- viii. Use of electronic mail systems for any purpose restricted or prohibited by laws or regulations.
- ix. "Spoofing," i.e., constructing an electronic mail communication so it appears to be from someone else.
- x. "Snooping," i.e., obtaining access to the files or electronic mail of others for the purpose of satisfying idle curiosity, with no substantial City business purpose.
- xi. Attempting unauthorized access to electronic mail or attempting to breach any security measures on any electronic mail system, or attempting to intercept any electronic mail transmissions without proper authorization.
- xii. To distribute defamatory, fraudulent or harassing messages, or otherwise engage in any illegal or wrongful conduct.

f) City Access and Disclosure

By accepting and continuing employment, employees of the City are consenting to the City's monitoring of their e-mail communications on City equipment and/or on City premises and/or on City paid time.

g) General Provisions

To the extent permitted by law, the City reserves the right to access and disclose the contents of employee and other users' electronic mail without the specific consent of the user beyond the general consent provided as a condition of employment. The City will do so when it believes it has a legitimate business need including, but not limited to, those listed in Section (g) below.

Employees and other users are advised that the City's electronic mail systems should be treated like a shared filing system, i.e., with the expectation that communications sent or received regarding City business or with the use of City resources may be made available for review by any authorized City official for purposes related to City business.

Any user of the City's electronic mail resources who makes use of an encryption device to restrict or inhibit access to his or her electronic mail must provide access to such encrypted communications when requested to do so under appropriate City authority.

h) Monitoring of Communications

The City will not monitor electronic mail as a routine matter but it may do so to the extent permitted by law as the City deems necessary for any valid business purposes, including employee supervision.

i) Inspection and Disclosure of Communications:

The City reserves the right to inspect and disclose the contents of electronic mail:

- i. In the course of an investigation triggered by indications of misconduct or misuse;
- ii. As needed to protect health and safety;
- iii. As needed to protect the rights or property of the City;
- iv. As needed to prevent interference with the business mission of the City;
- v. To detect employee wrongdoing; or
- vi. As required for employee supervision or performance management.

The City will inspect and disclose the contents of electronic mail when such action is necessary to respond to legal processes and/or to fulfill the City's obligations to third parties.

j) Limitations on Disclosure and Use of Information Obtained by Means of Access or Monitoring

The contents of electronic mail communications, properly obtained for City purposes, may be disclosed without permission of the user. The City will attempt to refrain from disclosure of particular communications if disclosure appears likely to create personal embarrassment, unless such disclosure is required to serve a business purpose or satisfy a legal obligation.

k) Special Procedures to Approve Access to and Disclosure of Use of Electronic Mail Communications

Individuals needing to access the electronic mail communications of others, to use information gained from such access, and/or to disclose information from such access and who do not have the prior consent of the user must obtain approval in advance of such activity from the appropriate City authority. Any employee accessing the electronic mail communications of others without permission will be subject to disciplinary action, up to and including termination.

6. Definition of City Authority-

For the purposes of this policy, City Authority is defined as having approval of the Governing Body or by the City Administrator.

7. Internet Access-

a) Authorized Users:

Internet access is provided to City staff only by approval of department heads, and with the concurrence of the City Administrator or his/her designated representative.

b) Purpose of Use-

The use of any City resources for internet access must be related to City business. Incidental and occasional personal use of internet access may occur when such use does not generate a direct cost for the City. Any such incidental and occasional use of internet access resources for personal purposes is subject to the provisions of this policy.

c) Prohibited Purposes-

- i. Accessing adult entertainment, pornography, illegal, suggestive or other inappropriate material via the internet at any time from any City facility using either privately-owned or City technology equipment.
- ii. Personal use that creates a direct cost for the City.
- iii. The City's internet access resources shall not be used for personal monetary gain (i.e. engage in e-commerce, investment banking activities or gambling activities, legal or illegal) or for commercial purposes that are not directly related to City business.

8. Social Media/Blogging-

The City respects the right of any employee to maintain a blog and other types of self-published online journals, social media sites and collaborative web-based discussion forums. However, to protect the City's interests and ensure employees focus on their job duties, employees are expected to follow the guidelines and policies set forth to provide a clear distinction between you as an individual and you as an employee.

a) Purpose-

This policy outlines the protocol and procedures for use of social media to publicize official City services and events. In addition, this policy addresses the responsibilities of individual employees and City officials with regard to social media and the use of City resources (time/equipment), as well as responsibilities related to public records and open meeting laws.

b) Definitions-

i. Social Media-

Various forms of discussion and information sharing, including blogs, wikis, social networks, virtual worlds, video posts, podcasts, message boards and online forums. Technologies include: picture sharing, wall postings, fan pages, e-mail, instant messaging and music sharing.

ii. Social Networking-

The practice of expanding business and/or social contacts by making connections through web-based applications. This policy focuses on social networking as it relates to the use of the internet to promote such connections for official City business for employees, elected and appointed officials who are using this medium in the conduct of official City business.

c) Policies and Procedures-

All official City presences on social media sites or services are considered an extension of the City's information networks and are governed by the Technology and Electronic Communications Policy contained in the City Personnel Manual and used for the limited purpose of informing the public about City business, services and events.

- i. All City social media sites must comply with applicable federal, state and City laws, regulations and policies. This includes adherence with established laws and policies

regarding copyrights, records retention, Freedom of Information Act (FOIA), First Amendment, privacy laws and information technology, web standards, brand standards and media policies established by the City.

- ii. Each social media site used by the City will include an introductory statement that clearly specifies the purpose of the site and directs users to the City's website. In addition, wherever possible, links to information should direct users back to the City's official website for more information, forms, documents or online services necessary to conduct business with the City.
- iii. Purpose-To provide information to the users in a timely manner and to direct users to the website for additional information.

Employees representing the City via social media outlets must conduct themselves at all times as representatives of the City and in accordance with all human resource policies. Employees shall not disclose information about confidential City business on either the City's social media sites or their personal social media sites.

- d) The City encourages the posting of comments by individuals; however, current elected officials are not to post on the City's official social media sites.
- e) The City's social networking content and comments containing any of the following forms of content shall not be allowed for posting:
 - i. Comments not topically related to the particular site or blog article being commented upon;
 - ii. Profane language or content;
 - iii. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation or gender identify;
 - iv. Sexual content or links to sexual content;
 - v. Solicitations of commerce;
 - vi. Conduct or encouragement of illegal activity;
 - vii. Information that may tend to compromise the safety or security of the public or public systems; and/or
 - viii. Content that violates a legal ownership interest of any party. The City reserves the right to remove content that is deemed in violation of this policy or any applicable law. Any participants on the City's official social media sites who are in continual violation of the posting/commenting guidelines may be permanently removed from the City's site.

The City reserves the right to temporarily or permanently suspend access to official City social media sites at any time.

L. CELL PHONE COMMUNICATIONS POLICY

It is the policy of the City to provide cellular telephones and/or wireless personal communications devices to designated employees in order to improve productivity, enhance customer service to our citizens, and/or to enhance public safety services.

It is also the policy of the City to maintain the right of access to and disclose of any and all messages communicated through electronic means when City-owned equipment is used. Regardless of the intent of the message (business or personal), any employee involved has no right to privacy, or to the expectation of privacy, concerning the content of any message or the intended destination of any message.

Decisions regarding the use of City cellular telephones and wireless personal communications devices, which are not explicitly stated herein, will be left to the discretion of the City Administrator. Department heads are authorized to administer, provide guidance on, and assure compliance with the features of this policy.

It is the policy of the City to provide reimbursement for cellular telephones and wireless personal communications devices to designated employees who can be recalled in order to improve productivity, enhance customer service to our citizens, and/or to enhance public safety services. At the City Administrator's discretion eligible personnel may obtain a personal cellular telephone, and/or wireless personal communications device. The City will reimburse the employee at a monthly rate of \$15.00. Department heads will be reimbursed at a rate of \$30 per month.

1. Applicability-

This policy and procedure applies to all City employees, departments, and organizations. Departments which use a pool system for cellular telephones, or which have cellular telephones assigned to vehicles or positions instead of to individuals, may develop departmental policies and procedures and/or regulations which provide greater direction to their employees, as long as that direction is consistent with this policy.

This policy includes City-owned cellular telephones and other wireless personal communications devices, which are not directly connected to a telephone line. It does not apply to direct-wired landline telephones.

2. Authorized Usage-

City-owned cellular telephones and other wireless personal communications devices are intended only for City business. No personal use of City-owned cell phones is allowed. In the event of an emergency personal call, the employee shall reimburse the City of the proportional share of the current monthly fee and service charges, as well as the direct cost of the minutes used (i.e. roaming, long distance, rate plan minutes, etc.).

Employees should not use cellular telephones to discuss confidential or sensitive information, as cellular telephone conversations are not secured.

3. Eligibility Criteria-

Employees eligible for assignment of City-owned cellular telephones, and other wireless personal communication devices are those designated by the City Administrator, including but not limited to:

- a) Employees who are frequently in a vehicle, if the individual must conduct City business by telephone while in the field, and it can be shown that cost savings and customer service efficiency will be realized through use of such devices;
- b) Employees who have a critical need to maintain accessibility with other department heads, City management staff and public officials in order to ensure uninterrupted customer services and/or the integrity of the organizations;
- c) Public safety positions as necessary to provide immediate and direct telephone communications with citizens, outside agencies cooperating in operations or other resource entities outside of City government, and to provide for communications which may be inappropriate for mobile radios;
- d) Designated employees involved in the City's emergency response plan; and
- e) Department heads and employees who have a responsibility for responding to public safety incidents in the field.

4. Responsibilities of Department Heads-

The department heads are responsible for:

- a) Recommending requests for cellular telephones, and other wireless personal communications devices from their respective subordinates;
- b) Ensuring that requests are in conformance with the procedures outlined herein, or that exceptions are justified;
- c) Ensuring that all persons assigned a City-owned cellular telephone, and/or other wireless personal communications device are provided access to a copy of this policy, and that the individual is in compliance with it;
- d) Conducting annual reviews of assigned devices to determine if such assignments continue to be justified; and
- e) Informing appropriate employees responsible for City communications of all reassignments of cellular telephones, electronic paging devices and other wireless personal communications devices.

5. Responsibilities of Employees-

Employees who are assigned the use of City-owned cellular telephones, and other wireless personal communications devices are responsible for the following:

- a) Ensuring the physical security of such devices;

- b) Ensuring that all communications on such devices are kept to the briefest duration possible;
- c) Keeping personal communications to a minimum;
- d) Ensuring that any personal use does not detract from the employee's availability for completion of assigned duties; and
- e) Reimbursing the City for any personal calls sent or received at the rate established by the City Administrator.

6. Use of Electronic Communications Devices and Safe Driving-

All City employees are expected to drive with safety as the first consideration. This includes driving safely while operating cellular telephones and other wireless personal communications devices. Recommendations for safe handling of vehicle-based calling from the wireless communications industry include the following:

- a) When driving, use voice-activated dialing or have frequently called numbers pre-programmed into the device, or consider pulling off the road to dial (or ask passenger to dial);
- b) Do not use the wireless communications devices at all if there are hazardous road or traffic conditions; and
- c) Avoid multiple tasks when driving, such as trying to take notes while using a wireless communications device.

Employees are responsible for, and will be held accountable for, safe driving at all times.

7. General Statements on Use of Wireless Communications Devices-

- a) Use of a log-on or password does not imply any right to employee privacy of communication.
- b) Use of a deletion keystroke or process does not mean a message/document has been eliminated from a wireless communications device, e.g. pager.
- c) On City-owned wireless communications devices, the City or department reserves the right to monitor and record communications traffic at any time, without notice to any employee.
- d) Any abuse or inordinate use of those devices will be considered misconduct and indifference to work, resulting in possible disciplinary action, up to and including termination. Any employee responsible for inordinate use of wireless communications devices may also be held responsible for the resulting costs to the City.

8. Monitoring of Wireless Communications by City Supervisors-

Supervisory reviews of wireless communications may be conducted for business reasons. Supervisors may review the communications of their employees to determine if there have been:

- a) Breaches of security;

- b) Violations of City policy; and/or
- c) Misuse by an employee.

9. Disclosure of Information-

The City will disclose the contents of retrievable wireless communications messages, upon receipt of a valid court order or legal request, including Public Information (open records) requests. The City may disclose the contents of retrievable wireless communication messages if the information will assist in official internal or criminal investigations.

M. SEPARATION OF SERVICES

1. Resignation-

An employee who terminates his or her employment voluntarily shall be terminated in good standing, providing the employee gives a minimum of two weeks written notice to his or her immediate supervisor or department head. Under appropriate circumstances, a shorter period of notice may be approved by the employee's department head and the City Administrator.

2. Payment upon Termination-

An employee whose employment with the City has been terminated shall receive his or her final paycheck on the first regularly scheduled payday following his or her termination.

- a) Employees who terminate shall be eligible to receive pay for any accrued unused vacation.
- b) Employees who have worked for the city in a full time capacity for 5 years or more and who terminate with proper notice, may convert unused sick leave up to a maximum of 480 hours to vacation time at the rate of eight (8) hours sick leave to one (1) hour of vacation. 'Termination with proper notice' is defined as giving prior notice: four (4) weeks for exempt employees and two (2) weeks for non-exempt employees. No conversion is allowed when there is an involuntary separation due to poor performance or misconduct, or other violations of City policies and/or procedures.
 - o Example: Maximum sick accrual of 480 hours converts to a maximum of 60 hours vacation.

N. EDUCATION REIMBURSEMENT

This policy is applicable to any regular, full-time City employee who has completed his/her required initial probationary period.

1. Policy-

The City will only consider applications for assistance with tuition and book expenses for degree programs (Associate, Bachelor, Master or Doctorate) according to the following criteria:

- a) Before beginning a course of study, an employee must receive approval from employee's department head and the City Administration prior to any request for tuition reimbursement; and
- b) An employee may be reimbursed only for courses of study which the City determines are directly related to the employee's present job or which will enhance the employee's potential for advancement to other jobs within the City; and
- c) Subject to budget availability, upon successful completion, as defined below, of any approved course, an employee may be reimbursed only the actual cost of the tuition for classes taken and any required course materials, but the City will reimburse up to a maximum of \$2,5000 per calendar year; and,
- d) Eligible schools must be accredited by one of the six regional organizations recognized by the U.S. Department of Education; and
- e) On-line courses are permitted if offered through an eligible school and reviewed and approved through the regular tuition reimbursement process; and
- f) Tuition reimbursement must be approved by the employee's department head and the City Administration, at least ten (10) business days prior to the first day of class; and
- g) All documentation regarding tuition reimbursement must be submitted for reimbursement within thirty (30) calendar days of the completion of the final class or payment will not be rendered; and
- h) Reimbursement will only be considered for courses that are successfully completed with a grade of "C" or better for undergraduate courses, or with a grade of "B" or better for graduate-level courses. If an incomplete grade ("I") is received at the end of the term, the class must be successfully completed and documentation submitted for reimbursement within thirty (30) calendar days after completion. The date that the incomplete grade is officially replaced with another grade is the date that will govern with respect to tuition repayment; and
- i) The Education Reimbursement Policy will not duplicate other financial aid programs such as Pell Grants, Veteran's Administration Benefits, scholarships, etc. Any financial aid received will be deducted from the tuition and book fees reimbursed by the City; and
- j) If an employee's request for reimbursement under this policy is approved, he/she will be required to certify in writing, and agrees to re-pay the City all reimbursements he/she received if employee voluntarily separates from City employment within one year after receiving the reimbursement; and
- k)

Any employee separated involuntarily within one year of reimbursement shall be required to make full repayment if the separation was for unsatisfactory performance/conduct.
- l) .

2. Time Off For Class Attendance and Study Assignments-

Employees are expected to schedule class attendance and the completion of study assignments outside of their regular working hours. Employees will not be given paid time off, other than vacation and/or bonus days, to attend educational classes or to complete study assignments. In cases where productivity and proper supervision of employees are not adversely affected, management may approve changes in the work schedule to accommodate the pursuit of educational opportunities, however it is expected that educational activities will not interfere with employees' work. Any unsatisfactory job performance during class enrollment may result in forfeiture of educational assistance and/or disciplinary action up to and including termination of employment.

O. CITY SPONSORED MEMBERSHIP DUES POLICY

The City believes it is important for the members of the Governing Body and City employees to participate in professional organizations. While at the same time it is recognized that difficult economic times have caused strains on the City's budget. Therefore, in the future, the following represent the only types of membership dues that will be approved:

a) Professional association membership dues.

A professional association is usually a nonprofit organization seeking to further the interests of individuals engaged in that profession. The professional association will directly relate to the member(s) job.

b) Civic association membership dues.

A civic association is usually a nonprofit organization seeking to further the interests of individuals engaged in a community and the public interest. The City will cover the first \$100 of a civic association membership fee and match 50/50 the next \$100. Any amount over \$200 will be the responsibility of the individual.

c) Multi-individual memberships and dues for organizations, such as the Northeast Johnson County Chamber, Mid-America Regional Council, League of Kansas Municipalities or National League of Cities under which one membership dues covers all members of the Governing Body and City employees. Multi-individual memberships/dues are subject to Governing Body annual review for value to the City.

City of Roeland Park
Employee Handbook
Receipt

I acknowledge receipt of a copy of the City of Roeland Park Employee Handbook adopted _____ . I also acknowledge that its provisions are guidelines, subject to revision by the Governing Body at any time, and are not a contract of any kind between me and the City of Roeland Park.

Dated: _____

Employee's Signature: _____

Employee's Printed Name: _____

Tuition Assistance –

City of Roeland Park

This policy is applicable to any regular, full-time City employee who has completed his/her required initial probationary period.

1. Policy-

The City will only consider applications for assistance with tuition and book expenses for degree programs (Associate, Bachelor, Master or Doctorate) according to the following criteria:

- a) Before beginning a course of study, an employee must receive approval from employee's department head and the City Administration prior to any request for tuition reimbursement;
- b) An employee may be reimbursed only for courses of study which the City determines are directly related to the employee's present job or which will enhance the employee's potential for advancement to other jobs within the City;
- c) An employee will receive only the amount of the tuition for the classes taken and books;
- d) Eligible schools must be accredited by one of the six regional organizations recognized by the U.S. Department of Education;
- e) On-line courses are permitted if offered through an eligible school and reviewed and approved through the regular tuition reimbursement process;
- f) Tuition reimbursement must be approved by the employee's department head and the City Administration, at least ten (10) business days prior to the first day of class;
- g) All documentation regarding tuition reimbursement must be submitted for reimbursement within thirty (30) calendar days of the completion of the final class or payment will not be rendered;
- h) Reimbursement will only be considered for courses that are successfully completed with a grade of "C" or better for undergraduate courses or with a grade of "B" or better for graduate-level courses. If an incomplete grade ("I") is received at the end of the term, the class must be successfully completed and documentation submitted for reimbursement within thirty (30) calendar days after completion. The date that the incomplete grade is officially replaced with another grade is the date that will govern with respect to tuition repayment; and
- i) The Education Reimbursement Policy will not duplicate other financial aid programs such as Pell Grants, Veteran's Administration Benefits, scholarships, etc. Any financial aid received will be deducted from the tuition and book fees reimbursed by the City.

City of Mission

F-11. Educational Reimbursement. All full-time employees who have been employed by the City for at least one year are eligible for educational reimbursement, as long as the educational opportunity for which reimbursement is sought benefits the employee in the performance of his/her job.

Reimbursement will be made after the employee provides proof of completion of the course with at least a 2.0 grade on a 4.0 scale for undergraduate/associate degrees and a 3.0 on a 4.0 scale for

graduate degrees. Approval of the City Administrator with Department Director recommendation is required prior to enrollment, subject to budget and funding availability, and the amount may not exceed \$2,000 for any one employee during a calendar year. Employees participating in this program must complete one year of employment for the City following reimbursement; an employee who voluntarily resigns, or who is terminated "for cause," before that time will be required to repay the City any reimbursement provided.

City of Prairie Village

4.11 EDUCATIONAL EXPENSES

To encourage employees' pursuit of educational opportunities that will benefit the City, enhance their current job performance, and improve opportunities for advancement in the City, the City will pay up to fifty percent of educational expenses up to the non-taxable limit for accountable plans, as determined by the Internal Revenue Service. Expenses include tuition, fees and books for any regular employee provided the education and/or training will directly benefit the employee's working skills and/or job performance. Employees will be reimbursed for only the courses necessary to earn one Associate's, one Bachelor's and/or one Master's degree.

Prior to enrolling in each course for which the employee wishes to receive this benefit, the employee must seek the approval of his/her Department Manager. The Department Manager will make a recommendation to by the Mayor, who will make the final determination regarding whether the class is eligible. The individual must be employed by the City at the completion of the course and must provide proof of having an earned grade point of at least 2.0 (C) on a 4.0 scale for undergraduate and graduate courses. The employee will be reimbursed, based upon actual employee cost for tuition, fees, and books necessary for the course. The following are not reimbursable:

- tools or supplies which the employee may keep after the course is completed;
- education involving sports, games, or hobbies, unless job-related; or
- meals, lodging, or transportation.

Any employee who receives federal educational benefits or other similar reimbursement may receive City reimbursement up to fifty percent (50%) of the remaining cost to the employee for eligible expenses, subject to the IRS non-taxable limit for accountable plans. Employees electing to receive this benefit must sign a promissory note in the amount for which they are actually reimbursed by the City indicating their intent to complete one year of employment for the City after reimbursement or repay the note. Employees who are terminated within the one year of employment following the reimbursement of expenses for unsatisfactory performance/conduct will be required to reimburse the expenses that were received. **Employees** will not be required to reimburse the City should any of the following events take place:

- termination of employment for any reason other than unsatisfactory performance/conduct;
- employee has completed one year of employment following the reimbursement of expenses.

In no case will payment be made for an employee who has made it known that he/she plans to resign.

City of Merriam

All regular full-time employees, having completed their introductory period, are eligible to take advantage of educational and vocational courses that may improve performance in their current position and better prepare them for promotion to related and higher level positions in the municipal service. The intent of this benefit is to offset the burden of educational costs not reimbursed otherwise.

The proposed course(s) must show a direct relationship to the employee's work, i.e. to improve the work performance of the present or envisioned future work for the City. Subject to budget availability, upon successful completion of any approved course with a minimum grade of "B," the City will reimburse up to \$2,500 per calendar year.

The application form, available from the Human Resources Manager, must be completed and approved prior to enrollment in the course. This application must indicate the education intent of the student and the anticipated course(s) to be taken. After the form is completed, the employee shall submit it to their Department Head who will determine if the course is beneficial to the employee's current job related duties, or future promotional opportunities. Once the Department Head approves the request; it will be forwarded to the City Administrator for final approval. Tuition reimbursement denials may be appealed to the City Administrator.

After completion of the course, the employee must submit a copy of his or her grades and proof of payment for tuition and books to the department director within 90 days of course completion. Requests received after 90 days will be denied. The department director will submit the request to the Human Resources Manager for reimbursement.

If an employee's request for reimbursement under this policy is approved, he/she will be required to sign a document, in which he/she agrees to re-pay the reimbursement to the City if he/she is separated from employment within one year after receiving the reimbursement. The City's educational assistance plan is intended to qualify for favorable tax treatment under Section 127 of the federal tax code.

Item Number: New Business- VIII.-D.
Committee 2/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/12/2019
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Renew Agreement with I9 Sports**
Item Type: Agreement

Recommendation:

To approve a one (1) year agreement extension with I9 Sports for 2019 for the use of areas at R Park for recreational soccer programs.

Details:

The city was contacted by I9 Sports to use R Park for their sports activities in the spring and fall. I9 Sports offers recreational sports programs for children 10 and under. These programs include soccer, football, and baseball.

Per the attached agreement, I9 Sports will provide a porta-pottie on site and provide some fertilization to the grass areas they intend to use. The terms of the agreement are unchanged.

Financial Impact

Amount of Request: N/A	
Budgeted Item?	Budgeted Amount: N/A
Line Item Code/Description: N/A	

Additional Information

How does item relate to Strategic Plan?

Maximize the potential use of the park.

How does item benefit Community for all Ages?

Provides recreational activities in the park for younger children to enjoy.

ATTACHMENTS:

Description	Type
 19 Sports Agreement	Cover Memo

Agreement

This Agreement is hereby entered into this ____ day of February, 2019, and represents an understanding between the **City of Roeland Park, Kansas**, hereinafter, referred to as "City," and the **19 Sports of Johnson County**, hereinafter referred to as "User." The purpose of this Agreement is to establish a recreational opportunity for the use and improvement of R Park facilities located at 5535 Juniper Street ("Park") during the year 2019 for sports activities for youth ages ten and under. Terms of the Agreement include:

A. User will be allowed the use of the Park for sports activities Sunday's and Saturday's from 8:00 a.m. - 8:00 p.m. All scheduling during this time frame will be coordinated by and through User and User agrees to coordinate use by outside groups referred by the City. All organized practices shall be allowed for children ten and under. All sports games will also be scheduled and administered through User. sports games are permitted between 9:00 a.m. -5:00 p.m. on Saturdays and 12:00-5:00 p.m. on Sundays. All sports activities, including sports games and/or practices, under the terms of this Agreement, are only permitted between March 1st thru October 30th for play. Games are allowed for children ages ten and under. Dates of play may be adjusted annually by the City. The City also reserves the right to cancel practices or games, in its sole discretion, based on weather conditions detrimental to the condition or wear and tear of the field.

B. User shall be allowed to make field improvements to soccer areas at the Park on a project by project basis including seeding, overseeing, removal of rocks, debris, etc., and addition of topsoil with a thirty day notification to the City. Any permanent or semi-permanent improvement by User such as the addition of bleachers, lighting or other improvements must be approved in writing by the City, prior to any construction or implementation of any improvement has begun. Equipment such as soccer goals may be allowed to remain on site at the Park; however, the maintenance, care and safe use of goals is the sole responsibility of User. User agrees to provide and maintain in good, sanitary working condition at least one (1) portable toilet on site during the allowed timeframe for practices/games (March 1 – October 30) for the use of persons attending games or practices at the sports fields. It shall be solely User's responsibility to ensure the toilet remains in working condition and is timely and properly cleaned, emptied, and removed when necessary. User further agrees to apply a spring pre-emergent and fertilizer application to control weeds and wild grasses from growing. The program will require the written approval of the City. Liter control during and after practices or games will be the responsibility of the User.

C. User will provide the City with a certificate of insurance evidencing general liability insurance in an amount not less than \$1,000,000 per occurrence. The certificate of insurance shall certify that the City has been named as an additional insured on such general liability insurance policy. The City shall be notified by receipt of written notice from the insurer or User at least thirty (30) days prior to any material modification, amendment or cancellation of the insurance policy.

D. To the greatest extent permitted by applicable law, User hereby agrees to indemnify, defend and hold harmless the City and its officers, officials, and employees from any and all Loss to the extent

such Loss is caused or incurred by, on account of, or as a result of the negligence or other actionable fault of User, its employees, agents, guests or invitees or any other party for whom User is responsible. It is agreed as a specific element of consideration for this Agreement that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature. Nothing in this paragraph shall be deemed to impose liability on User to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of the Loss. For purposes of this paragraph, "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, the performance of this Agreement whether arising before or after the term of this Agreement.

E. The terms of this Agreement shall begin on the date entered into and will be valid for two years.. The City may terminate this Agreement at any time in the event of a material breach by User which is not cured within five (5) days of receipt of notice by the City. The City may terminate this Agreement in its sole discretion upon thirty (30) days written notice to User. User may terminate this Agreement upon thirty (30) days written notice to the City and upon written agreement by the City that the Park facilities that are the subject of this Agreement are in the same condition or substantially the same condition as prior to User's use of the same. The Agreement may be terminated sooner given written agreement by both parties. The City may terminate the Agreement immediately in the event that it receives notice that User's general liability insurance policy has been cancelled or materially modified. The City reserves the right to provide ninety (90) day notice to User of the withdrawal of the Park or a field within the Park from this agreement based on planned Park modifications, property improvements, or ownership change.

F. The City makes no warranty express or implied, regarding the Park Facilities which are the subject of this Agreement, specifically, whether the facilities are fit for any particular purpose.

G. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

H. This Agreement contains the entire Agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

I. User shall not assign, transfer or convey this Agreement or its rights, duties or obligations hereunder or any part thereof without the previous written consent of the City. In the event the User attempts to assign, transfer, convey or otherwise alter this Agreement or its rights, duties, or obligations

hereunder or any party thereof without the prior written consent of the City, the City may, at its option, terminate this Agreement immediately.

J. This Agreement is entered into and is to be performed in the State of Kansas. The parties agree that the law of the State of Kansas shall govern the rights, obligations, duties and liabilities of the parties to this Agreements and shall govern the interpretation of this Agreement.

User

City of Roeland Park, Kansas

Terry Reuter

Keith Moody, City Administrator

Title

Item Number: New Business- VIII.-E.
Committee 2/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/11/2019
Submitted By: Donnie Scharff
Committee/Department: Public Works
Title: **Renew Agreement with Black and McDonald**
Item Type: Agreement

Recommendation:

To approve the extension of the Street Light Maintenance Agreement with Black & McDonald at a cost not to exceed \$21,694.40

Details:

Black & McDonald performed exceptionally with regards to our street light maintenance agreement for the year 2017-2018. BM has agreed to continue this service for us and staff has negotiated an increase of 2.5% from the previous contract amount. 2019 marks the 5th year since Roeland Park purchased the street lights from KCPL. The contract for street light maintenance was put in place at that time following an RFP process which led to the selection of Black and McDonald. The attached agreement is the same as prior year agreements with the exception of the compensation amount.

Financial Impact

Amount of Request: \$21,694.40	
Budgeted Item?	Budgeted Amount: \$40,000
Line Item Code/Description: 5220.101	

Additional Information

Agreement will ensure the city has the resource to maintain our street light network which will assist in keeping our neighborhoods safe and aesthetically appealing.

How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description		Type
	Streetlight Maintenace Agrrement	Cover Memo
	Year To Date Work Orders 2018	Cover Memo

CITY OF ROELAND PARK, KANSAS

AGREEMENT BETWEEN CITY OF ROELAND PARK AND CONTRACTOR FOR STREETLIGHT MAINTENANCE

This agreement ("Agreement") is made and entered into this _____ day of _____, 20____, by and between the City of Roeland Park, Kansas, (the "City") and Black and McDonald ("Contractor") (collectively the "parties").

WITNESSETH:

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this process has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums stated below.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other documents as identified below and as further defined in the General Conditions(collectively referred to as "the Contract Documents"), for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and evaluated the Bids submitted, and as a result of this evaluation has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements, and has duly selected the Contractor for award of a contract therefor upon the terms and conditions set forth in this Agreement for the sum or sums set forth below.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties hereto have agreed, and hereby agree, the City for itself and its successors and the Contractor for itself, its, successors and assigns, as follows:

ARTICLE I. The Contractor will furnish at its own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Contract Documents, to wit: all in accordance with the Contract Documents, on file with the City Clerk of Roeland Park, Kansas, all of which are as fully a part hereof as if repeated verbatim herein; all work to be done in a good, substantial and workmanlike manner to the entire satisfaction of the City, and in accordance with the laws of the City, the State of Kansas and the United States of America. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

ARTICLE II. The City shall pay to the Contractor for the performance of the work embraced in this Contract, and the Contractor will accept in full compensation therefor, the sum of

Twenty One Thousand Six Hundred Ninety Four Dollars and Forty Cents (\$ 21,694.40) for calendar year 2019 and costs increases would be subject to the formula outlined in the addendum titled "Price index for maintenance Services,"(subject to adjustment as provided by the Contract Documents) for all work covered by and included in the Contract award and designated in the foregoing Article I, payment thereof to be made in cash or its equivalent and in the manner provided in the Contract Documents.

ARTICLE III. This Agreement shall not become effective, nor shall Contractor commence any work hereunder, until the City has received, and approved, the Certificate of Insurance and Additional Insured Endorsement, the fully executed Performance and Statutory Payment Bonds with Powers of Attorney, and the list of proposed Subcontractors from Contractor.

ARTICLE IV. This Agreement is entered into, under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

ARTICLE V: The following documents are made part of this agreement by reference:

Exhibit A-1 Special Conditions of the Contract

Exhibit A General Conditions of the Contract

Exhibit B-1 Form of Performance Bond

Exhibit B-2 Form of Statutory Payment Bond

Exhibit C Contractor's Affidavit Acknowledging Federal Lobbying Activities and Conflict of Interest Prohibition

Exhibit D Contractor's Affidavit of Compliance with Nondiscrimination and Equal Employment Opportunity Laws

Exhibit E Insurance Requirements

ARTICLE VI. The terms of this agreement shall be ongoing until terminated by one of the parties.

WITNESS WHEREOF, the City of Roeland Park, Kansas, has caused this Agreement to be executed on its behalf, thereunto duly authorized, and the said Contractor has executed three (3) counterparts of this contract in the prescribed form and manner, the day and year first above written.

ATTEST:

Kelley Bohon, City Clerk

CITY OF ROELAND PARK, KANSAS

Party of the First Part

By _____
Mike Kelly, Mayor

(Business Name)

Party of the Second Part

By _____
Signature

Print Name

Title

Roeland Park, Kansas _____, 2019.

The foregoing contract and guarantees are in due form, according to law, and are hereby approved.

Steven Mauer
City Attorney

EXHIBIT A
GENERAL CONDITIONS
OF THE CONTRACT FOR CONSTRUCTION

GC-1. DEFINITIONS

1. "Allowance" shall mean an item of the Work which has not been fully detailed as of the date of this Contract, and for which the City has instructed the Contractor to include a budgeted amount of money in the Contract Price, subject to reconciliation at a later time.
2. The "Bonds" shall mean the bid, performance, and statutory or labor and materials payment bonds, together with such other instruments of security as may be required by the Contract Documents. The forms on which Bonds must be furnished are attached to the Agreement as Exhibits B-1 and B-2.
3. "Change Order" is a written order issued after the Agreement is executed by which the City, the Public Works Director or his/her designee, and the Contractor agree to modifications to the Work which may result in additions or deletions to the Contract Price or Contract Time. Change Orders must be signed by the City and the Contractor to be binding.
4. "City" shall mean the City of Roeland Park, Kansas.
5. "Public Works Director or his/her designee" shall mean the individual, firm or entity designated in the Contract Documents which has been employed by the City for the performance of professional services in connection with the Project; or it shall mean the City if the City acts as its own Engineer.
6. The "Contract Documents" consist of (1) the Agreement between the City and the Contractor (sometimes referred to herein as the "Agreement"); (2) these General Conditions; (3) the Special Conditions (if any); (4) the plans; (5) the specifications; (6) all addenda issued prior to, and all modifications issued after, execution of the Contract (drawings and data which may be furnished by the Contractor and approved by the City, additional drawings which may be furnished by the Engineer which the Public Works Director or his/her designee deems necessary to make clear the intent of the Contract Documents and, in particular, the specifications, and the bidding documents.) It is understood that the Work shall be carried out and the Project shall be constructed fully in accordance with the Contract Documents.
7. The "Contractor" shall be Black & McDonald), and its officers, directors, owners, employees, agents, assigns, and successors.

8. "Contract Price" shall be the amount identified in the Agreement between City and Contractor as the total amount due to the Contractor for total completion of the Work as per the Contract Documents.
9. The "Contract Time" shall be the number of calendar days for completion of the Work, or a specified date by which the Work shall be completed, as stated in the Agreement.
10. "Defective Work" shall mean Work which is unsatisfactory, faulty or deficient and/or not in conformity with the Contract Documents. It shall also include Work damaged prior to approval of final payment, unless responsibility for such damage shall have been expressly assumed by the City at Substantial Completion.
11. "Effective Date of the Agreement" shall mean the date indicated in the Agreement on which it becomes effective, but, if no such date is indicated, it shall mean the date on which the Agreement is signed and delivered by the City to the Contractor.
12. "Final Acceptance" shall mean the date when the Public Works Director or his/her designee accepts in writing that the construction of the Project is complete in accordance with the Contract Documents such that the entire Project can be utilized for the purposes for which it is intended; that all other obligations of the Contractor have been satisfied; and that the Contractor is entitled to final payment.
13. "Inspector" shall mean the person or firm authorized in writing by the Public Works Director or his/her designee or the City to perform inspections of the Work as provided in the Contract Documents.
14. "Modification" shall mean a written amendment to the Contract signed by both parties changing its terms, including but not limited to Change Orders, written interpretations issued by the Public Works Director or his/her designee, and written orders for minor changes in the Work issued by the Public Works Director or his/her designee.
15. "Notice to Proceed" shall mean the written notice issued by the City to the Contractor fixing the date on which the Contract Time is to commence and on which the Contractor shall start to perform its obligations under the Contract Documents.
16. "Partial Occupancy" shall mean placing a portion of the Work to be provided under the Contract Documents to the use intended by the City.
17. "Services" shall mean Maintenance services where City of Roeland Park, Kansas directs according to Scope of Services listed in Special Conditions.
18. "Shop Drawings" shall mean all drawings, diagrams, illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information and data which are submitted by the Contractor, a Subcontractor, manufacturer, fabricator,

supplier or distributor to illustrate some portion of the Work as required by the Contract Documents.

19. "Subcontractor" shall mean an individual, firm or corporation having a direct contract with the Contractor or with another subcontractor for the performance of a part of the Work.
20. "Submittals" shall mean any Shop Drawing, sample or other physical or electronic information concerning a material, equipment, method of installation or other descriptive data required by the Contract Documents to be submitted by the Contractor.
21. "Substantial Completion" shall mean the state of the Project when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents, so that the City can occupy or utilize the Work or the designated portion thereof for its intended purpose.
22. "Unit" shall mean a single street lighting apparatus. Normally, a single unit is attached to a single pole, although in rare exceptions there may be multiple units attached to one pole.
23. "Underground Facilities" shall mean all pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish services or materials including, but not limited to, electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
24. The "Work" shall mean everything required of the Contractor by the Contract Documents to complete the construction, and includes all construction, labor, materials, tools, equipment and transportation and other items reasonably inferable from the Contract Documents for a fully functional end product, subject to approval by the City.
25. "Work Directive" shall mean a written order from the Public Works Director or his/her designee to the Contractor to proceed with Work in the manner specified, despite disagreement between the City and the Contractor as to whether the contents of the directive constitute a change to the Contract Documents, or the appropriate adjustment, if any, in the Contract Time or Contract Price as a result.

GC-2. SCOPE, NATURE AND INTENT OF THE CONTRACT DOCUMENTS

1. The Contract Documents as enumerated herein form the Contract for construction. The Contract Documents are complementary, but not necessarily duplicate each other, and what is called for by any one shall be as binding as if called for by all. The intention of the Contract Documents is to include all construction, labor, materials, tools, equipment and transportation necessary for the workmanlike construction of the Project in accordance with the Contract Documents.

2. Dimensions and elevations shown on the Plans (if applicable) shall be accurately followed, even though they may differ from scaled measurements. All Work performed under this Contract shall be done to the lines, grades, and elevations shown on the Plans. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Public Works Director or his/her designee. Contractor shall be responsible for verification of all locations, dimensions and elevations in the field (including, but not limited to verification of location of Underground Facilities and utilities) and shall verify all field dimensions shown on the Contract Documents.
3. The Contractor shall keep the Public Works Director or his/her designee informed a reasonable time in advance of the times and places at which he wishes to do Work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience and delay to the Public Works Director or his/her designee and the Contractor.
4. Any applicable Work done without being properly located and established by base lines, offset stakes, benchmarks, or other basic reference points may be ordered removed and replaced at the Contractor's cost and expense. Contractor shall notify all affected utilities of the Work and coordinate with the utilities to avoid interruption of utility service and damage to utility lines and property. This notice requirement shall also apply as to the owner/operator of any affected Underground Facility. Any project delay, damages or increase in construction costs due to utility relocation delays shall be the Contractor's responsibility.
5. Contractor, together with its Subcontractors, shall carefully examine the Contract Documents for any interferences with the Work and clearances that may be required. Contractor shall be responsible for the proper fitting of materials and equipment without substantial alterations. Contractor shall be responsible for eliminating interferences without additional cost to City. If departures from the Plans and Specifications, or other Contract Documents, are deemed necessary by Contractor, details of such departures and reasons therefor shall be submitted to Public Works Director or his/her designee, with drawings (if Public Works Director or his/her designee determines that drawings are necessary), for approval as soon as practical. No such departure shall be made except at the peril of the Contractor without the prior written approval of the Public Works Director or his/her designee.
6. Whenever any word or expression defined herein, or pronoun used in its stead, occurs in these Contract Documents; it shall have and is mutually understood to have the meaning herein given. Work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

7. Whenever in these Contract Documents the words "as ordered," "as directed," "as required", "as permitted"," as allowed," or words or phrases of like import are used, it is understood that the order, direction, requirement, permission or allowance of the City and/or the Public Works Director or his/her designee is intended.
8. Whenever any statement is made in the Contract Documents containing the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding and agreement of the parties hereto.
9. The words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect in import, unless otherwise particularly specified herein, shall mean to the reasonable satisfaction of the City.
10. Titles and subheadings as used herein and other Contract Documents are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of the Contract Documents.
11. Discrepancies or conflicts among the Contract Documents shall be resolved in the following order of priority:
 - a. Modifications to the Agreement
 - b. The Agreement
 - c. Special Conditions
 - d. General Conditions
 - e. Plans
 - f. Specifications
12. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties and supersedes all prior agreements, whether oral or written, covering the same subject matter.
13. The Contract may not be amended or modified except by a modification as hereinabove defined.
14. It is specifically agreed between the parties executing this Agreement that the Contract Documents are not intended to create any third party beneficiary relationship nor authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

GC-3. DEFECTS IN CONTRACT DOCUMENTS

If Contractor has reasonable cause such that it should, in the exercise of ordinary care of someone in its position, know that any errors, omissions, ambiguity, discrepancies or inconsistencies (hereinafter "defects") appear in the Contract Documents, including but not limited to, the plans, specifications and other documents or the Work, Contractor shall notify the Public Works Director or his/her designee in writing of such defects prior to taking any action in reliance on any of them. Contractor shall abide by the Public Works Director or his/her designee's clarification without any increase in the cost of the Work. Subcontractors and remote tier Subcontractors shall, likewise, notify the Contractor in writing of any defects therein, and it shall be the obligation of the Contractor to remedy same as if Contractor had discovered such defects itself. The Contractor will not be permitted to take advantage of any such defect.

GC-4. COPIES OF THE CONTRACT

1. Unless otherwise provided in the Contract Documents, City will furnish to Contractor a maximum of six (6) copies of the Contract Documents, free of charge, necessary for the execution of the Work.
2. Contract Documents are the property of the City, and none of the Contract Documents are to be used on other work by Contractor. At City's request, all Contract Documents shall be returned to the City with the exception of one record set for the Contractor. All models and calculations are the property of City.
3. Contractor shall keep, and make available to City, at the Project site, one copy of all Contract Documents for the Work at the Project site, in good order and legibly marked to reflect actual construction, in hard-copy or electronic form as specified in the Contract Documents. Contractor shall also maintain at the site all approved samples and a print of all approved Shop Drawings (if applicable).
4. Such Documents, samples and Shop Drawings and record drawings reflecting the work as-built shall be turned over to the City at the completion of the Work if requested by the City.

GC-5. SCOPE OF WORK AND GENERAL ADMINISTRATION OF THE CONTRACT

1. Unless otherwise stipulated, Contractor shall provide and pay for all Work (including labor, transportation, tools, equipment, machinery, plant and appliances) necessary to produce the results called for by the Contract Documents.
2. The Contractor shall be solely responsible for and have complete control and charge of construction means, methods, techniques, sequences and procedures, and for safety precautions and programs in connection with the Work. Neither the City nor the Public Works Director or his/her designee shall be responsible for nor have control or charge over the acts or omissions of the Contractor, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

3. In executing the Contract, the Contractor expressly covenants and agrees that, in the undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, typical weather conditions or otherwise. No charge shall be made by the Contractor for hindrances or delays from any cause during the progress of the Work, or any portion thereof, included in this Contract, except as provided elsewhere herein.
4. The Contractor shall comply with all City, County, State and Federal laws, ordinances or regulations which would in any way control the actions or operations of those engaged in the work under this Contract or which would affect the materials supplied to or by them. It shall at all times observe and comply with all ordinances, laws and regulations and shall protect and indemnify and defend the City and the City's officers and agents against any claims or liability arising from or based on any violation of same. Because the Project may involve federal funds, Contractor shall execute the affidavit attached to the Agreement as Exhibit C, confirming its compliance with the prohibition against federal lobbying and conflicts of interest.
5. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final payment to the Contractor by the City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.
6. The Contractor shall, in addition to the schedule required by these General Conditions, give to the Public Works Director or his/her designee full information in advance as to its plans for carrying on any part of the Work. If at any time before the beginning or during the progress of the Work, any part of the Contractor's plant or equipment or any of its methods of executing the Work, appear to the Public Works Director or his/her designee to be unsafe, inefficient or inadequate to ensure the required quality or rate of progress of the Work, the Public Works Director or his/her designee may order the Contractor to increase or improve its facilities or methods, and the Contractor shall promptly comply with such orders; but neither compliance with such orders nor failure of the Public Works Director or his/her designee to issue such orders shall relieve the Contractor from its obligation to secure the degree of safety, the quality of Work and the rate of progress required by the Contract.
7. The approval by the Public Works Director or his/her designee of any plan, schedule or method of Work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the City, or any officer, agent or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of failure or inefficiency of any plan or method so approved. Such approval shall be considered and shall mean that the Public

Works Director or his/her designee has no objection to the Contractor's use or adoption, at the Contractor's own risk and responsibility, of the plan or method so proposed by the Contractor.

8. It is the intent of the City to supply the Contractor with a Sales and Compensating Tax Exemption certificate for use in purchasing materials and supplies on the Project. Two copies of the State of Kansas Project Completion Certificate will be furnished to the City by the Kansas Department of Revenue upon issuance of a tax exemption number, which will be forwarded to Contractor. Form must be signed and returned to the City upon completion of the Project.

GC-6 ALLOWANCES

1. The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection. No demand for expenses or overhead and fee for Allowance items other than those included in the Contract Price shall be allowed.
2. Unless otherwise provided in the Contract Documents:
 - a. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts; and
 - b. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
 - c. Whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances and (2) changes in Contractor's costs.
3. Materials and equipment under an allowance shall be selected by the City with reasonable promptness.

GC-7. AUTHORITY AND DUTY OF THE PUBLIC WORKS DIRECTOR

The Public Works Director or his/her designee is authorized to observe and inspect all Work included herein.

Anything in the Contract Documents to the contrary notwithstanding, the Public Works Director or his/her designee shall in all cases:

- a. determine the amount and quantities of the several kinds of Work which are to be paid for under this Contract;
- b. rule on all questions relating to the plans and specifications for the Project;
- c. issue written clarifications or interpretations of the requirements of the Contract Documents (in the form of drawings or otherwise) which Public Works Director or his/her designee may determine are necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents;

The Public Works Director or his/her designee's decisions and findings shall be a condition precedent to the right of the parties to pursue disputes as otherwise provided herein. It is the intent of the Contract that there shall be no delay in the execution of the Work, and the decisions or directions of the Public Works Director or his/her designee as rendered shall be promptly carried out.

GC-8. SUPERINTENDENCE AND SUPERVISION

1. Contractor shall provide all necessary supervision to the Work using its best skill, care, judgment and attention and shall keep on the Work, during its progress, a competent superintendent, and any necessary assistants, all satisfactory to Public Works Director or his/her designee. The superintendent shall not be changed except with the consent of the Public Works Director or his/her designee unless the superintendent proves to be unsatisfactory to the Contractor and/or ceases to be in its employ; provided however, that the Public Works Director or his/her designee retains the right to require that the Contractor replace the superintendent at any time, such right not to be arbitrarily exercised.
2. Contractor shall furnish the Public Works Director or his/her designee with the superintendent's cellphone and pager numbers and email address, and assure that the superintendent is readily available to respond to calls and emails during business hours and, in emergency situations, outside of business hours.
3. No Work shall be performed except when the superintendent is on-site. Contractor's superintendent shall be fluent in all languages necessary to communicate with the City, the Public Works Director or his/her designee, Contractor's employees and Contractor's Subcontractors, for efficient administration, communication and safety.
4. The superintendent shall be fully authorized to act for the Contractor and receive whatever orders as may be given for the proper prosecution of the Work or notices in connection therewith. The superintendent must attend all meetings to represent Contractor and shall be informed sufficiently to adequately communicate on behalf of Contractor.

5. Use of Subcontractors on portions of the Work shall not relieve the Contractor of its obligation to have a competent superintendent directly employed by the Contractor on the Work at all times.

GC-9. CONTRACTOR'S EMPLOYEES

1. Contractor shall only engage employees who are competent to perform the Work assigned, and if the Public Works Director or his/her designee so directs, Contractor shall promptly remove any employee determined by the Public Works Director or his/her designee to be unacceptable. Contractor shall perform appropriate screening of candidates to assure their capability and suitability for the Work.
2. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the Work any unfit person or anyone not skilled in the Work assigned to him.
3. Contractor shall be responsible for compliance with all state and federal laws, if applicable, pertaining to wages, hours and benefits for workers employed to carry out the Work.
4. Contractor shall be specifically responsible to assure that all employees are eligible for employment, and shall comply with the Immigration Reform Control Act of 1986, as amended, 8 U. S. C. §1324(e), relating to employment of aliens.
5. Contractor shall execute, and shall require all Subcontractors to execute, the affidavit which is attached to the Agreement as Exhibit D relating to equal employment opportunity and non-discrimination.
6. No illegal drug or alcohol usage will be tolerated at the Site. All persons admitted to work on the Site will dress appropriately and avoid foul language. Music shall not be played at volume levels that would be objectionable to third-parties. Any worker found by the City to be violating these conduct requirements will be removed immediately.

GC-10. WORK STOPPAGES

Contractor warrants to the City that there shall be no work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and non-union workforces at the job site. The City may assign to Contractor a separate gate (e.g., union or non-union gate, as applicable). The gate assigned shall be used by Contractor and all Contractor's employees, Subcontractors, visitors, suppliers, vendors and materials deliveries, as applicable. Contractor agrees that Contractor's employees and its Subcontractor's employees will continue to work notwithstanding any dispute that may involve any other contractor or employer at the job site. Anything in this Contract to the contrary notwithstanding, in the event the Contractor fails to continue performance of the Work included herein without interruption or delay, because of such picket or other form of labor dispute, the City may terminate the services of said

Contractor after giving 48 hours written notice to Contractor and its sureties of its intent to do so, or the City may invoke any of the rights set forth elsewhere in the Contract Documents.

GC-11. BEGINNING, PROGRESS AND TIME OF COMPLETION OF WORK

Please see "Scope of Services."

GC-12. LIQUIDATED DAMAGES

1. It is mutually understood and agreed by and between the parties to this Contract that in the event that the Contractor shall fail in the performance of the Work specified and required to be performed within the period of time stipulated therefor in the Contract, the City will be damaged in an amount which is difficult to ascertain with certainty at this time. Therefore, the parties agree, as a representation and fair allocation of risk and not as a penalty, that after due allowance for any extension or extensions of time which may be granted under the Contract, if the Contractor is responsible for delay in Substantial Completion of the Work, the Contractor shall pay to City, or the City may withhold from the Contractor, as stipulated liquidated damages and not as a penalty, the sum stated in the Agreement for each 24-hour calendar day, including weekends and holiday that Substantial Completion is not attained.
2. In the case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same Project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one day of delay in the final completion of the Work will not be greater than the approximate total of the liquidated damages sustained by the City by reason of such delay in completion of the Work, and the amount assessed against any one contractor for such one day of delay will be based upon the individual responsibility of such contractor for the aforesaid delay as determined by, and in the judgment of, the City.
3. In the event that the City elects to accept part of the Work as Substantially Complete prior to Substantial Completion of all of the Work, the parties shall equitably adjusted the daily rate of liquidated damages. In the event that the parties cannot agree on such equitable adjustment, the Contractor has the right to pursue remedies under the disputes resolution procedures stated elsewhere in these General Conditions. Please see "Scope of Maintenance Services."

GC-13. INSPECTION OF WORK

1. The City, the Public Works Director or his/her designee, and any third-party inspectors ("Inspector") shall at all times have access to the Work for the observation and inspection thereof wherever it is in preparation or progress, and Contractor shall provide proper facilities for such inspection. The Contractor shall comply with the directions and

instructions of the Inspector. The Contractor shall furnish all reasonable aid and assistance required for any such inspection.

2. For all Work which the Contract Documents provide will be inspected, tested, or approved, the Contractor shall give the Public Works Director or his/her designee timely notice of its readiness for such inspection, testing or approval and the date fixed for such inspection, testing or approval if the inspection, testing or approval is by an authority other than Public Works Director or his/her designee.
3. All specified and required tests for approval of material shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Public Works Director or his/her designee. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the Public Works Director or his/her designee in as many certified counterparts as may be required by the Public Works Director or his/her designee.
4. If Work is found not to be in accordance with the Contract Documents, Contractor shall at his own expense bear the cost of uncovering such Work, the cost of removing same, as well as the cost of undoing and redoing the Work and other Work damaged by such nonconforming Work.
5. The City reserves the right to require inspection of any and all Work before it is covered up; and, accordingly, Contractor must notify the Public Works Director or his/her designee before covering any Work. If any Work should be covered up which is required to be inspected, tested or approved and which, by virtue of being covered up, is not susceptible to being properly inspected, tested or approved, Contractor shall, if requested by Inspector, uncover such Work and bear the thereof, and of redoing same after inspection, testing or approval and redoing such other Work damaged as a result of having to uncover and redo same.
6. The Inspector shall be free at all times to perform its duties, including the observation and inspection of the Work, and intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reason, if the City so desires, to terminate the Contract.
7. Any inspection, by whomsoever conducted, shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the plans and specifications, and any of the Work not so constructed shall be removed and made good by the Contractor at its own expense.

GC-14. CONCEALED CONDITIONS

1. The City makes no warranty, express or implied, that the various and sundry materials and information, including, by way of example and without limitation, soil tests, bore reports, utility locations and other such data and as-builts in the case of renovation of or addition to existing facilities, reflect actual conditions. The Contractor represents and warrants that it has examined the site and conducted such tests and examinations as it deems necessary and assumes all responsibility for the foregoing. That being the case, should the Contractor encounter (1) concealed conditions of a nature which of an unusual nature, differing materially from those ordinarily encountered or generally recognized as inherent in Work of the character provided for in this Contract; or (2) conditions which are at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground, or should concealed or unknown conditions in an existing structure, be encountered, the Contract Time and/or Contract Price may be equitably adjusted by the City upon recommendation by the Public Works Director or his/her designee. No such adjustment will be made unless the Contractor brings the matter to the Public Works Director or his/her designee's attention within 48 hours of first encountering the condition, and unless the condition actually interfered with the critical path of Contractor's work.
2. Discovered Artifacts. If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Public Works Director or his/her designee. Upon receipt of such notice, the Public Works Director or his/her designee shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Public Works Director or his/her designee but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in this Contract.

GC-15. SUBMITTALS.

1. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Public Works Director or his/her designee's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Public Works Director or his/her designee time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.
2. Contractor shall submit, with such promptness as to cause no delay in his own work or in that of any Subcontractor or other contractor, three (3) copies of all shop, fabrication,

assembly, foundation and other drawings and schedules, samples, certifications or other documentation or thing required by the specifications, including, but not limited: (1) drawings of equipment and devices offered by the Contractor for approval of the Public Works Director or his/her designee in sufficient detail to adequately show the construction and operation thereof; (2) drawings showing essential details of any change in design of construction proposed, for consideration by the Public Works Director or his/her designee, by the contractor in lieu of the design or arrangement required by the Contract Documents, or any item of extra work thereunder; (3) all required wiring and piping layouts; (4) samples of products representative of color, finish or other characteristics as stated in the specifications; and (5) structural and reinforcing fabrication drawings.

3. The Public Works Director or his/her designee shall review, respond to, accept or reject such submittals within a reasonable time after receipt thereof. Contractor shall make such revisions as deemed necessary. Failure of the Public Works Director or his/her designee to reject a submittal shall not operate as acceptance, or relieve Contractor of responsibility for compliance with the Contract Documents.
4. Once the Submittal is in a form acceptable to the Public Works Director or his/her designee, the Contractor shall furnish a total of not less than five (5) copies of the final Submittal, and more when required, of each drawing as finally approved, such number to include any copies of preliminary or revised drawings which are approved as submitted. After due review by the Public Works Director or his/her designee, all such drawings shall become a part of the Contract Documents, and the Work or equipment shown by such drawings shall be in conformity with said drawings unless otherwise required by the Public Works Director or his/her designee.
5. No Work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance or device not fabricated or manufactured by the Contractor or its Subcontractors be purchased, until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. Review for compliance by the City or the Public Works Director or his/her designee of drawings or other items submitted by contractor shall not relieve Contractor from responsibility for errors of any sort in Shop Drawings or other submittals.

GC-16. WARRANTY

1. Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents permit or require. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations

to the Work not executed by the Contractor, improper or insufficient maintenance, improper operations, or normal wear and tear and normal usage. If required by the Public Works Director or his/her designee, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2. Should any special or specific warranties be required by any part of the Contract Documents, they shall be in addition to and not in place of the warranty of this paragraph. All manufacturer's warranties shall be assignable, and assigned to, the City.
3. Contractor shall require a similar warranty from each Subcontractor for all Work performed by such Subcontractor, which shall run to the benefit of the City. All such warranties shall be in writing and shall be promptly delivered to City. The furnishing of such warranties by Subcontractors and materialmen, however, shall not relieve Contractor of his obligations under this section. At the City's sole option, Contractor shall assign to City any rights Contractor may have against any Subcontractor and/or supplier for defective Work, materials or equipment.
4. Any provision of the Contract Documents to the contrary notwithstanding, all warranties provided for in the Contract Documents shall begin to run from the date of final payment by City to Contractor.

GC-17. APPROVAL OF EQUALS; REQUESTS FOR SUBSTITUTIONS

1. Approved equals, where permitted by the Contract Documents or otherwise made feasible by market conditions, shall be considered for approval as follows:
 - a. Contractor shall notify City in writing if it wishes to use an alternative product, and if such was specifically named in the Contract Documents.
 - b. If Contractor desires to use a product not specifically named in the Contract Documents, it must first inform City and receive written approval for such substitutions. City has no obligation to approve such request and is not responsible for any delay or cost incurred or caused by Contractor's making such request.
2. After this Contract has become effective, the Public Works Director or his/her designee will consider a request for a substitution of products in place of those specified upon advance written request by Contractor. By making a request for a substitution, and unless otherwise specifically agreed to in writing by the City, Contractor represents that:
 - a. Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified; and

- b. Contractor will endeavor to provide at least as extensive a warranty for the substituted product as for the originally specified product. If it cannot obtain as broad a warranty for the product offered, the lesser warranty will be specifically disclosed in the request for substitution; and
 - c. Contractor will coordinate the installation of the accepted substitute, making such adjustments as may be required for the Work to be complete in all respects.
- 3. The Contractor shall be solely responsible for design risks, delays and other claims arising out of any approved alternatives or substitutions.
- 4. All specified and required tests for approval of material proposed as "equal" or as a substitution shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Public Works Director or his/her designee. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation or manufacture of such materials will require new test and approval thereof. Reports of all tests shall be furnished to the Public Works Director or his/her designee in as many certified counterparts as may be required by the Public Works Director or his/her designee.

GC-18. PERMITS AND NOTICES

- 1. All permits and licenses shall be secured and paid for by Contractor, unless otherwise specified.
- 2. Contractor shall give all notices required by and all work shall be done in accordance with all applicable federal and state laws, City and County laws and ordinances, building codes and rules and regulations bearing on the conduct of the Work.

GC-19. USE OF PREMISES

- 1. Contractor shall confine its operations to limits indicated by law, ordinances, rules, regulations, and permits of City or directions of Public Works Director or his/her designee and shall not unreasonably encumber the premises and/or site.
- 2. Contractor shall not load or permit any part of any structure, street or highways to be loaded with a weight that exceeds load limits which that will endanger their safety.
- 3. Contractor shall comply with federal, state and local laws and ordinances, as well as any specific instructions regarding signs, advertisements, fires and smoking from Public Works Director or his/her designee.

4. No City equipment will be taken out of service or put into service without approval of City.

GC-20. PROTECTION OF WORK AND PROPERTY

1. Contractor shall maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of life, the Work, supplies, materials and equipment on the Project site not yet incorporated in the Work, City's property and adjacent property. Contractor shall be solely liable for all damages to the City or the property of the City, to employees of the City or other contractors, to neighboring premises, or to any private or personal property, due to improper, illegal or negligent conduct of the Contractor, its Subcontractors, employees or agents in and about said Work, or in the execution of the Work. The Contractor shall be liable to the City for any damages, whether property damage or personal injury, occasioned by Contractor's use of any scaffolding, shoring, apparatus, ways, works, machinery, plant or any other process or thing that is required for the Work.
2. The Contractor shall give reasonable notice to the affected owners and utilities when any such property is liable to injury or damage through the performance of the Work and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property and/or utilities.
3. The Contractor shall satisfactorily shore, support and protect any and all structures and all excavations, pipes, sewers, drains, conduits and other Underground Facilities and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any additional Contract Time on account of any postponement, interference or delay caused by any such structures and facilities being on the line of the Work, whether they are shown on the plans or not.
4. During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the Work as will not be damaged thereby. No portions of the Work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless, by special means or precautions approved by the Public Works Director or his/her designee, the Contractor shall be able to perform the Work in a proper and satisfactory manner.
5. The Contractor shall assume full responsibility for the Work and shall bear any loss and repair any damage at his/her own cost occasioned by neglect, accident, vandalism or natural cause, whether foreseen or unforeseen, during the progress of the Work and until the Work is completed and accepted by the City.
6. Contractor shall comply with any and all instructions from the Public Works Director or his/her designee regarding prevention of accidents, fires or for the elimination of any unsafe practice.

7. Contractor shall post danger signs warning against the hazards created by such features of construction as protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways, falling materials, open trenches, other excavations, obstructions and similar conditions. All open trenches and other excavations shall be provided with suitable barriers, signs and lights, at Contractor's expense, such that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.
8. All streets, roads, highways and other public thoroughfares which are closed to traffic, under the authority of a proper permit shall be protected, at Contractor's expense, by means of effective barricades on which shall be placed proper warning signs; such barricades being located at the nearest intersecting public highway or street on each side of the blocked section of such public thoroughfare.
9. All barricades and obstructions shall be illuminated by means of amber lights at night and all lights used for this purpose shall be at Contractor's expense and shall be kept burning from sunset to sunrise. Materials stored upon or alongside public streets and highways shall be so placed, and the work at all times shall be so conducted, as to cause the minimum obstruction and inconvenience to the traveling public. All barricades, signs, lights and other protective devices in public rights-of-way shall be installed and maintained in conformity with applicable statutory requirements and as required by the Manual on Uniform Traffic Control Devices, as amended, or any other applicable statutes or ordinances.

GC-21. SAFETY

1. Contractor shall be responsible for enforcing safety rules to assure protection of the employees and property of City, to assure uninterrupted production and to assure safe working conditions for Contractor and Subcontractors and their employees and to assure the safety of the general public. In addition to any other rights the City might exercise, Contractor and/or any Subcontractor failing to follow safety rules shall be subject to eviction from the job site and may be refused re-entry.
2. Contractor shall designate a responsible member of its organization on the Project whose duty shall be the prevention of accidents. The name and position of the person so designated shall be reported to the Public Works Director or his/her designee by Contractor. In the absence of such designation, the Contractor's Superintendent shall be deemed to be the safety representative.
3. Contractor shall develop and maintain an up-to-date emergency action plan, taking into account fires, hazardous materials, explosions, adverse weather, floods, etc, which shall be in compliance with all federal, state and local laws and ordinances. The procedures should outline specific action to be taken to protect life and to secure and protect the

building materials, constructed work, buildings, equipment and the position of cranes, and shall cover, at a minimum, the following items:

- a. Personal protective equipment;
 - b. First aid-personnel and facilities;
 - c. Arrangements for medical attention;
 - d. Sanitary facilities;
 - e. Fire protection;
 - f. Signs, signals, and barricades;
 - g. Security regulations;
 - h. Safety inspections;
 - i. Reporting forms and procedures;
 - j. Material handling and storage;
 - k. Lines of communication;
 - l. Determination of potential hazards;
 - m. Personnel safety meetings and education;
 - n. Access to work areas;
 - o. Subcontractors involvement in the program;
 - p. Inspections and corrective action.
 - q. Contractor shall furnish a copy of its safety plan to the Public Works Director or his/her designee for review but Contractor shall be fully responsible for the contents of and procedures outlined in said plan, including deficiencies therein, whether or not City shall have reviewed said plan.
4. In an emergency affecting the safety of life, the Work, the City's property or of adjoining property, Contractor, without special instruction or authorization from the Public Works Director or his/her designee, is hereby permitted to act, at its discretion, to prevent such threatened injury or loss. Any compensation claimed by Contractor on account of emergency work shall be determined by mutual agreement of City and Contractor.
5. Whenever, in the opinion of the Public Works Director or his/her designee, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the Work to be constructed under this Contract, or of adjacent structures or property which may be injured by process of construction, and whenever, in the opinion of the Public Works Director or his/her designee, an emergency shall arise and immediate action shall be considered necessary in order to protect property interests and to avoid personal injury and/or death, then the Public Works Director or his/her designee, with or without notice to the Contractor, shall have the authority to cause such work to be done and materials to be furnished at places as the Public Works Director or his/her designee may consider necessary and adequate. The cost and expense of such work and material so furnished shall be borne by the Contractor. The performance of such emergency work shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken.

GC-22 REPORTING OF INJURY OR DAMAGE.

1. The Contractor shall be responsible for any damage to the Work, whether due to accident, adverse weather, malicious mischief, riot, sabotage, theft, etc., and shall promptly return the Work to its previous condition at no cost to the City. If the loss is covered by property insurance, Contractor shall immediately report the damage and cooperate with the insurer on claims for reimbursement, but Contractor shall nevertheless promptly repair the damage so that the Work can proceed. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by City, or by anyone for whose acts the City may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provision of this Contract.
2. If either party suffers injury or damage to person or property because of an act or mission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

GC-23. HAZARDOUS MATERIALS

1. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
2. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Works Director or his/her designee in writing.
3. Upon receipt of the Contractor's written notice, the City shall take reasonable steps to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum

shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

4. To the fullest extent permitted by law, the City shall indemnify and hold harmless the Contractor, Subcontractors, their agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity. The City shall not be responsible under this Section for materials or substances the Contractor brings to the Site unless such materials or substances are required by the Contract Documents. The City shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances. The City shall also indemnify the Contractor against fines, penalties or other costs assessed by government agencies for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents.
5. The Contractor shall indemnify the City for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the Site and negligently handles, or (2) where the Contractor fails to perform its obligations under this Section, except to the extent that the cost and expense are due to the City's fault or negligence.

GC-24. CUTTING, PATCHING AND DIGGING

1. Contractor shall do all cutting, fitting or patching of its work so that may be required to make its several parts come together properly and fit it to receive or be received by work of others shown upon or reasonably implied by the Contract Documents.
2. Contractor shall not endanger any property of City or any other individual or entity, or the Work by cutting, digging or otherwise and shall not cut or alter the work others except with the written consent of City.
3. Contractor shall assume responsibility for the patching or repairs, by the proper trade, of damages caused by work under this Contract.
4. Contractor shall comply with all local ordinances dealing with cutting, patching and digging and shall obtain all necessary permits.

GC-25. CLEANING UP

Contractor shall at all times keep the premises/site free from accumulations of waste material or rubbish caused by its employee or Work; and at the completion of the daily Work it shall remove all its rubbish from and about the premises/site and all its tools, scaffolding and surplus materials, and shall leave its work "broom clean" or its equivalent unless more exactly specified. In case of dispute, City may remove the rubbish and charge the cost to Contractor.

GC-26. JOBSITE OFFICE AND TEMPORARY FACILITIES

1. During the performance of this Contract, the Contractor may need to maintain a suitable office at or near the site of the Work which shall be the headquarters of the superintendent authorized to receive drawings, instructions, or other communications or articles from the Public Works Director or his/her designee, and any such communication given to the said superintendent or delivered at the Contractor's office at the site of the Work in his/her absence shall be deemed to have been given to the Contractor. Contractor shall coordinate the placement of such office with the Public Works Director or his/her designee, but unless otherwise provided in the Contract, the City does not make any representation as to the availability of space, utilities, parking or other amenities for such office. Upon completion of Work or when requested by Public Works Director or his/her designee, Contractor shall remove same from City's premises and leave the area in a clean and orderly condition.
2. The operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.
3. The Contractor shall supply safe and sufficient drinking water to all of its employees. All water used in the course of the Work shall be hauled in or purchased from the local Water Company's distribution system at the Contractor's own cost and expense.
4. Except where special permission has been granted by City, Contractor shall provide and maintain sanitary temporary toilet facilities located where directed by Public Works Director or his/her designee for accommodation of all persons engaged on the Work. Temporary toilets shall be enclosed and weatherproof and kept in sanitary and an approved condition at all times. After use for same has ceased, Contractor shall remove the temporary toilet facilities from City's premises and disinfect and fill any vaults.
5. Contractor shall provide and maintain temporary heat as required to protect all Work and material against injury from dampness and/or cold to the satisfaction of Public Works Director or his/her designee.
6. Unless otherwise specified in the Contract Documents, Contractor shall provide, at its cost and expense, temporary power, wiring and lights from City's provided source as may be required for its operations.

GC- 27 INSURANCE

The Contractor shall furnish insurance as described in Exhibit E to the Agreement. Contractor's failure to submit Certificates of Insurance, and Additional Insured and Notice of Cancellation/Modification Endorsements to the City as provided in the Instructions to Bidders, and in all cases prior to commencement of any Work on site, shall be grounds for termination of this Contract and exercise of the City's remedies including, but not limited to, against Contractor's Bid security.

GC-28. SURETY BONDS

1. Contractor shall, after Notice of Award, but as a precondition to enforcement of any right of Contractor with respect to the Contract, furnish City with a Performance Bond and a Statutory or Labor and Material Payment Bond in the full amount of the Contract Price on the forms attached to the Agreement as Exhibits B-1 and B-2. The Bonds shall be provided by corporate sureties admitted in the State of Kansas, and accompanied by valid Powers of Attorney if executed by an agent of the surety. Failure to furnish such Bonds within the time specified in the Notice of Award may, at the City's option, be the basis for declaring Contractor in default and pursuing such legal rights as the City deems in its best interest, including, but not limited to, enforcement of the City's rights as to bid security.
2. Contractor shall be responsible for notifying its surety of any modifications to the Contract Price or Time, and said surety shall not seek discharge as a result of any failure on Contractor's part to notify surety. If Changes to the Contract result in an increase in the Contract Price, the Contractor will be reimbursed for any additional surety bond premium, and the Contractor shall obtain a Rider to the surety bonds increasing their penal sum accordingly.

GC-29. DELAYS AND EXTENSION OF TIME

Please see "Scope of Services"

GC-30. CHANGES IN THE WORK

1. Change Orders. The City, without invalidating the Contract, may by direct changes in the Work which may result in an addition to or deduction from the Contract Price and/or changes in the Contract Time. A change which is agreed upon by the City and the Contractor shall be commemorated in a Change Order to be prepared by the Public Works Director or his/her designee, and signed by the City and the Contractor. The Contractor shall then be entitled to bill and be paid for the Work of the Change in the same manner as all other payments under the Contract. The Work as changed shall be subject to all the same terms and conditions as original work under this Contract.

2. **Quantity Variations.** Where changes in the Work involve a change in the quantity of any item paid based on unit prices, the Contract Price shall be revised by extension of the quantities and unit price such items so changed subject to written approval of the Public Works Director or his/her designee. If the quantity is increased or decreased by thirty-three percent (33%) or more, and the total value of the Work affected is at least twenty percent (20%) of the Contract Price, either party may request that the Public Works Director or his/her designee equitably adjust the unit price. The Public Works Director or his/her designee shall advise both parties in writing of his decision on such adjustment within ten days of receipt of substantiating information from the requesting party, subject to both parties' right to dispute this decision. Pending resolution of such dispute, however, the Contractor shall be entitled to bill and be paid for the Work at the unit prices determined by the Public Works Director or his/her designee in the same manner as all other payments under the Contract.
3. **Minor Changes.** Public Works Director or his/her designee may order minor changes in the Work through field orders, which in no material or substantial way increase or decrease the Work; and such minor changes in the Work shall not involve an addition or deduction from the Contract Price nor an extension of the Contract Time.
4. **Work Directives.** From time to time the Public Works Director or his/her designee may also issue written orders to Contractor for needed clarifications, modifications or corrections. If the Contractor and the City do not agree that such written order is a change, or on what if any adjustment to the Contract Price or Contract Time is appropriate, the Public Works Director or his/her designee shall issue a directive to the Contractor describing the Work affected thereby, and the Contractor shall immediately comply with it subject to the other terms of the Contract. Any appropriate adjustment to the Contract price or Contract Time shall be resolved as follows.
5. **The Public Works Director or his/her designee shall either:**
 - a. make a good faith evaluation of the appropriate adjustment to the Contract Price and/or Contract Time within ten days of receipt of substantiating proposal from the Contractor, and the Contractor shall be permitted to bill for the changed work as otherwise provided in the Contract Documents; or
 - b. direct the Contractor to keep an accurate account of its Allowable Field Costs as provided for below, and the Contractor shall be permitted to bill for, and receive, such costs plus fifteen percent (15%) as its full compensation for the Contractor's profit, overhead, general superintendence, field office expense and all other elements of cost not embraced within the Allowable Field Costs; or
 - c. If the Public Works Director or his/her designee has determined in good faith that no change has occurred, and that the work covered by the Work Directive is part of the Contractor's obligations under the Contract Documents, the Public Works

Director or his/her designee direct the Contractor to proceed with the Work. The Contractor may keep records of its allowable costs and submit them through the disputes process as otherwise provided herein.

- d. Where a Work Directive results in a credit to the City, the credit will be for allowable costs only, and no credit will be given back to the City for overhead or profit unless the Work reduced equals or exceeds ten percent (10%) of the Contract Price.
- e. If the Public Works Director or his/her designee determines that the value of any work performed under a Work Directive shall be based on costs incurred, the Contractor shall keep accurate records of its Allowable Field Costs as defined below.
 - i. Where extra work is to be compensated based on Allowable Field Costs, only the following costs, as actually incurred and documented, will be paid to the Contractor:
 - a. The cost of all workers, such as foremen, timekeepers, mechanics,
 - b. and laborers, for the time actually employed in the performance of the said extra work;
 - c. All materials and supplies;
 - d. Trucks and rental on machinery and equipment for the time actually employed or used in the performance of said extra work, but not to exceed the purchase price of any such items if rented from third parties, and, if the items are owned by Contractor or an affiliate of Contractor, the rental rate shall not exceed eighty-five percent (85%) of the local standard rental rate for similar items;
 - e. Any transportation or travel charges necessarily incurred in connection with said equipment authorized by the Public Works Director or his/her designee for use on said work and similar operating expenses;
 - f. All incidental expenses incurred as a direct result of such extra work,
 - g. including payroll taxes and a ratable proportion of premiums for
 - h. insurance, where the premiums therefor are based on payroll costs,
 - i. public liability and property damage, worker's compensation, and other insurance required by the Contract; provided, however, Contractor must enumerate and justify to City's satisfaction any such claimed incidental expenses;

- j. Additional premiums for surety bonds, upon receipt by the City of riders increasing the penal sum of the bonds.
- 6. Without in any way limiting City's right to challenge any individual costs claimed by Contractor, incidental costs shall not include:
 - a. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the work unless specifically agreed to by City - all of which are to be considered administrative costs covered by the Contractor's overhead and profit.
 - b. Expenses of Contractor's principal and branch offices other than Contractor's office at this site.
 - c. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - d. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
 - e. Other overhead of general expense costs of any kind and the costs of any item not specifically and expressly agreed to by City. The Public Works Director or his/her designee may direct the form in which accounts of the Allowable Field Cost shall be kept and may also specify in writing, before the Work commences, the method of doing the Work and the type and kind of machinery and equipment, if required, which shall be used in the performance of extra work
- 7. If either party wishes to take exception to the Public Works Director or his/her designee's decisions as to whether an item constitutes a Change, or the appropriate adjustment to the Contract Price or Contract Time associated with a Change, it shall notify the Public Works Director or his/her designee, with a copy of such notice to the other party, within seven (7) days of receipt of the Public Works Director or his/her designee's decision. Failure to give such notice shall constitute acceptance of the Public Works Director or his/her designee's decision.
- 8. Except for Work done as a result of an emergency endangering life or property, no Work resulting in an additional pay item shall be performed unless pursuant to the provision of a Change Order or a Work Directive.

GC-31. INDEMNITY

1. Definitions. For purposes of indemnification requirements as set forth throughout the Contract, the following terms shall have the meanings set forth below:
 - a. "The Contractor" means and includes Contractor, all of his affiliates and subsidiaries, his Subcontractors and materialmen and their respective servants, agents and employees; and
 - b. "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim, whether real or spurious, for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with, or are claimed to arise out of or be connected with, the performance of this Contract whether arising before or after the completion of the Work required hereunder.
2. The Indemnities. For purposes of this Contract, and without in any way limiting indemnification obligations that may be set forth elsewhere in the Contract, and to the greatest extent permitted by applicable law, Contractor hereby agrees to indemnify, defend and hold harmless the City from any and all Loss to the extent such Loss is caused or incurred by, on account of or as a result of the negligence or other actionable fault of the Contractor, its employees, agents, Subcontractors and suppliers or any other party for whom Contractor is responsible. It is agreed as a specific element of consideration of this Contract that this indemnity shall apply notwithstanding the joint, concurrent or contributory or comparative fault or negligence of the City or any third party and, further, notwithstanding any theory of law including, but not limited to, a characterization of the City's or any third party's joint, concurrent or contributory or comparative fault or negligence as either passive or active in nature. Additionally, Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any patents arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or construction work performed hereunder, and also to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them sustained by it or them on account of any such actual or alleged infringement.
3. General Limitation. Nothing in this section shall be deemed to impose liability on the Contractor to indemnify the City for Loss to the extent that the City's negligence or other actionable fault is the cause of Loss.

4. Waiver of Statutory Defenses. With respect to the City's rights as set forth herein and to the greatest extent permitted by applicable law, the Contractor expressly waives all statutory defenses, including, but not limited to, those under workers compensation, contribution, comparative fault or similar statutes to the extent said defenses are inconsistent with or would defeat the purposes of this section.

GC-32. ASSIGNMENT OF CONTRACT

Contractor shall not assign any of its rights under the Contract without the express, advance written consent of the City. In case the Contractor assigns all, or any part, of the monies due or to become due under this Contract, the right of the assignee in and to any monies due or to become due the Contractor shall be subject to all prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract and no money shall be paid assignee on behalf of the Contractor by the City until such time as the Contractor has discharged its obligations to the City under the Contract. It is expressly understood and agreed that no assignment shall be effective as against the City unless it complies with the foregoing.

GC-33. SUBCONTRACTING

1. The Contractor shall not make any substitution for any Subcontractor unless the City so agrees in writing. The City reserves the right to disapprove the use of any subcontractor, but its failure to exercise such right shall not constitute acceptance of the work of any subcontractor. Disapproval of a subcontractor shall not be grounds for an adjustment to the Contract Price or Contract Time.
2. Contractor shall not subcontract more than fifty percent (50%) of the Work.
3. Should any Subcontractor fail to perform in a satisfactory manner, the Contractor shall immediately take appropriate action to rectify the failure of its Subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.
4. The Contractor shall cause appropriate provisions to be inserted in all subcontracts to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of the Subcontractor and to give the Contractor the same power to terminate any subcontract as the City has to terminate the Contractor under any provisions of the Contract Documents.
5. Contingent Assignment of Subcontracts to City. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the City, provided that

- a. Assignment is effective only after termination of the Contract by the City for cause pursuant to this Contract's termination provisions, and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
 - b. Assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.
 - c. When the City accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.
 - d. Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
 - e. Upon such assignment to the City under this Section, the City may further assign the subcontract to a successor contractor or other entity. If the City assigns the subcontract to a successor contractor or other entity, the City shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.
6. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City, nor shall anything contained in the Contract Documents create any obligation on the part of the City to pay to or to see to the payment of any sums due any Subcontractor.

GC-34. CORRECTION OF WORK

1. The Contractor shall promptly correct Work rejected by the Public Works Director or his/her designee or Inspector or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed, and remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement of destroyed or damaged construction (whether completed or partially completed) of the City or separate contractors caused by the Contractor's correction or removal of Work, and compensation for the Inspector's services and expenses made necessary thereby, shall be at the Contractor's expense.
2. If Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract Documents, the City, after three (3) days' written notice to Contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor.
3. In addition to the Contractor's Warranty obligations if, within two years after the date of Substantial Completion of the Work or designated portion thereof (or, if the Work in question was performed after Substantial Completion, from the date on which the Work

was completed) or after the date for commencement of warranties or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Public Works Director or his/her designee to do so, unless the Public Works Director or his/her designee has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the two-year period for correction of Work, if the Public Works Director or his/her designee fails to notify the Contractor and give the Contractor an opportunity to make the correction, the City waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Public Works Director or his/her designee, the City may correct it in accordance with the provisions of this Contract.

4. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the two-year period for correction of Work as described herein relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
5. If the City prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

GC-35. DISPUTE RESOLUTION

1. City and Contractor agree that disputes relative to the Work shall first be addressed by negotiations between the parties. Such negotiations shall take place within thirty (30) days of demand by the party seeking resolution of the dispute. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the Work as per the Contract Documents as if no dispute existed.
2. In order to preserve its rights to dispute a matter hereunder, the complaining party must submit a written notice to the other party setting forth the basis for its complaint within twenty (20) calendar days following receipt of the decision of the Public Works Director or his/her designee as to such matter or other action on which the dispute is based. A decision of the Public Works Director or his/her designee (where appropriate) under GC-

7 above; notice of dispute, and direct negotiation, shall be conditions precedent to any legal action.

GC-36. RIGHT OF CITY TO SUSPEND OR TERMINATE CONTRACT

1. Suspension of Work by the City. The Public Works Director or his/her designee may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by such suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or that an equitable adjustment is made or denied under another provision of the Contract.
2. Termination of the Contract by the City. If any of the conditions enumerated below are found by the City to have occurred:
 - a. the Work to be done under this Contract shall be abandoned by the Contractor; or
 - b. this Contract shall be assigned by Contractor otherwise than as herein provided; or
 - c. at any time the Public Works Director or his/her designee shall certify in writing to the City that:
 - i. the performance of the Work under this Contract is being unnecessarily delayed such that all Bid items of the Project are not completed within the time named for their completion or within the time to which such completion date may be extended;
 - ii. that the Contractor is violating any of the conditions or covenants of this Contract or the specifications therefor;
 - iii. that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the Contractor defaults in any material manner in its performance of the Contract; or
 - iv. a petition should be filed in bankruptcy by the Contractor, or by others seeking to have Contractor adjudged bankrupt and a motion is not made by Contractor within ten (10) days seeking assumption of the Contract and manifesting the ability to fulfill all of Contractor's obligations and curing all of Contractor's defaults; or if a general assignment of its assets should be made for the benefit of its creditors; or if a receiver should be appointed for the Contractor or any of its property;
 - d. then, in addition to other rights the City may choose to exercise, the City may, at its option, serve written notice upon the Contractor and its surety of City's intention to terminate this Contract, and unless within five (5) days after the serving of such

notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate.

3. In the event of such termination, the City shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof promptly, the City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of the Contractor, and the Contractor and its surety shall be liable to the City for any and all excess cost sustained by the City by reason of such prosecution and completion; and in such event the City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefor.
4. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
5. The City also reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of work completed to date of termination; and (2) release and indemnify Contractor against any liability Contractor may have to any third parties as the result of any contracts, commitments, purchase orders or any other such liabilities Contractor may have incurred as a result of its obligations under the provisions of the Contract. Contractor agrees that it shall minimize such potential liabilities by, where practical, informing third parties of City's right to terminate and attempting to obtain from such third parties a waiver of any liability in the event of such termination.
6. Any termination of the Contract for alleged default by Contractor that is ultimately determined to be unjustified shall automatically be deemed a termination for convenience of the City.

GC-37. PROGRESS PAYMENTS

Please see "Scope of Services."

GC-38 INSPECTION FOR SUBSTANTIAL COMPLETION AND RELEASE OF FUNDS

1. When the Contractor considers that the Work, or a portion thereof which the City agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Public Works Director or his/her designee a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
2. Upon receipt of the Punch List, the Public Works Director or his/her designee and/or the Inspector will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Punch List, which is not sufficiently complete in accordance with the Contract Documents so that the City can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Public Works Director or his/her designee. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.
3. When the Work or designated portion thereof is substantially complete, the Public Works Director or his/her designee will prepare and submit to the City and the Contractor a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. The Public Works Director or his/her designee shall agree upon a reasonable value of Work not yet completed, and identify these in writing. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
4. The City shall make payment of retainage applying to such Work or designated portion thereof, less 150% of the value of the remaining Work to be completed, and funds sufficient to protect the City from threatened claims, losses or other identified financial obligations of Contractor.

GC-39. PAYMENTS WITHHELD

1. The City may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, for any of the following reasons:
 - a. defective Work not remedied;
 - b. third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the City is provided by the Contractor;
 - c. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;

- d. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
 - e. damage to the City or a separate contractor;
 - f. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - g. repeated failure to carry out the Work in accordance with the Contract Documents.
- 2. The City may also nullify a payment previously issued, and withhold sums appropriate to protect the Owner from loss for which the Contractor is responsible. When the reasons for withholding payment are removed, payment will be made for amounts previously withheld.
- 3. The City may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered.

GC-40. RETENTION OF RECORDS – CITY'S RIGHT TO AUDIT

Contractor shall maintain copies of records, including invoices reflecting sale or use tax information, pertaining to the Construction of this project for a period of five (5) years from the date of final payment. Such records shall be made available to the City for audit and review purposes upon written request therefor from City or its authorized agent(s) during the construction period and the five (5) year period following final payment.

GC-41. NOTICE

- 1. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.
- 2. All notices of claims, potential changes or impediments to Contractor's ability to comply with the requirements of this Contract shall be given promptly and in writing, to allow the City the maximum opportunity to address and respond to them and to avoid impact to the Work.

GC-42. NO WAIVER OF RIGHTS

No waiver of any breach of this Contract shall be construed to be a waiver of any other subsequent breach.

GC-43. INDEPENDENT CONTRACTOR

The right of general supervision of the City and/or the Public Works Director or his/her designee shall not make the Contractor an agent of the City, and the liability of the Contractor for all damages to persons, firms and corporations arising from the Contractor's execution of the Work shall not be lessened because of such general supervision, but as to all such person, firms and corporations, and the damages, if any, to them or their property, the contractor herein is an independent contractor in respect to the Work.

GC-44. SEVERABILITY

The parties agree that should any provision of the Contract Documents be determined to be void, invalid, unenforceable or illegal for whatever reason such provision(s) shall be null and void but that the remaining provisions of the Contract Documents shall be unaffected thereby and shall continue to be valid and enforceable.

GC-45. INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due as required by Kansas law.

GC-46. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Kansas.

GC-47. VENUE

Venue of any litigation arising in connection with this Agreement shall be the state courts of Johnson County, Kansas.

GC-48 APPOINTMENT OF SERVICE AGENT:

Kansas Statutes Annotated 16-113 requires that non-resident Contractors appoint an agent for the service of process in Kansas. The executed appointment must then be filed with the Secretary of State, Topeka, Kansas. Any successful Bidder-Contractor domiciled outside the State of Kansas must comply with these statutory requirements.

CITY OF ROELAND PARK

CITY OWNED STREET LIGHTS

MONTHLY SUMMARY

REPORT MONTH: December-18

REPORT ISSUED DATE: 01/20/2019

YOUR B&M STREETLIGHT CONTACT: Jennifer Mathes 816-410-8633

EMERGENCY CONTACT: Dispatch 816-483-0257

NIGHT/DAY PATROL & INSPECTION SCHEDULE

	DAY	NIGHT
LAST PATROL COMPLETED:	N/A	12/09/2018
NEXT PATROL DUE:	N/A	01/09/2019

Lights 596

Lights With No Work Request 99.8%

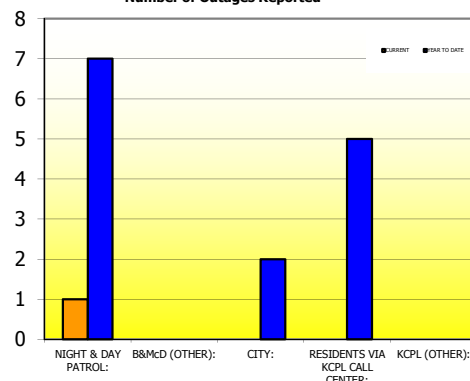
REPORTING DETAIL

	<u>CURRENT</u>	<u>YEAR TO DATE</u>
TOTAL # OF OUTAGES REPORTED:	1	14

SOURCE BREAKDOWN

	<u>CURRENT</u>		<u>YEAR TO DATE</u>	
NIGHT & DAY PATROL:	1	100.0%	7	50.0%
B&McD (OTHER):	0	0.0%	0	0.0%
CITY:	0	0.0%	2	14.3%
RESIDENTS VIA KCPL CALL CENTER:	0	0.0%	5	35.7%
KCPL (OTHER):	0	0.0%	0	0.0%

Number of Outages Reported



PERFORMANCE DETAIL

ROUTINE MAINTENANCE

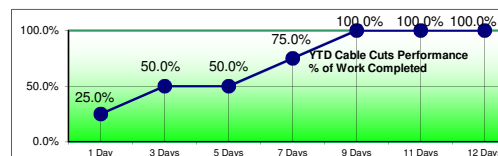
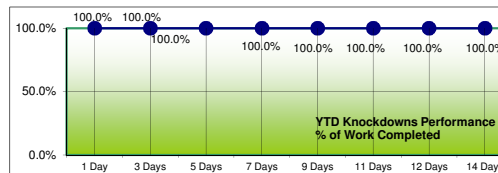
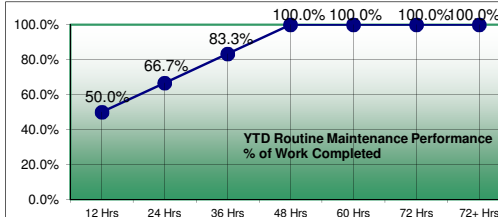
	<u>CURRENT</u>		<u>YEAR TO DATE</u>	
COMPLETED IN LESS THAN 48 HRS:	0	0.0%	6	100.0%
COMPLETED IN MORE THAN 48 HRS:	0	0.0%	0	0.0%

KNOCKDOWNS/POLE PROBLEMS

	<u>CURRENT</u>		<u>YEAR TO DATE</u>	
COMPLETED IN LESS THAN 14 DAYS:	0	0.0%	2	100.0%
COMPLETED IN MORE THAN 14 DAYS:	0	0.0%	0	0.0%
REPAIRS STILL PENDING:	0		0	

CABLE CUTS/FEED PROBLEMS

	<u>CURRENT</u>		<u>YEAR TO DATE</u>	
COMPLETED IN LESS THAN 14 DAYS:	1	100.0%	4	100.0%
COMPLETED IN MORE THAN 14 DAYS:	0	0.0%	0	0.0%
REPAIRS STILL PENDING:	0		0	



Black & McDonald - CLS DBA Black & McDonald

Completed Time for All WO Status Report

Report Period -
December 1, 2018 To December 31, 2018

Job Number : 763721019 CITY OF ROELAND PARK, KS MAINT

Sr. No.	WO No	Street Address	Call Description	Client WO#	Received		Finish_Comp Date		Net Hrs	Remedy	Priority Cd
					Date	Time	Date	Time			

County : JOHNSON

City : 220772 ROELAND PARK, KS

Failure Code : WOCC WORK ORDERS

Completion Period : 01 Days

1	2412462	4310 W 51 ST	SURVEY		12/10/2018	06:16	12/10/2018	11:06	4:50	REPAIR OH FEED	
Failure Code Totals :					Average Net Hrs :				4:50		
					Median Net Hrs :				4:50		

Item Number: New Business- VIII.-F.
Committee 2/18/2019
Meeting Date:



City of Roeland Park
Action Item Summary

Date: 2/13/2019
Submitted By: Donnie Scharff, Director of Public Works
Committee/Department: Public Works
Title: **Award Bid for 2019 Street Surface Maintenance Contract**
Item Type: Discussion

Recommendation:

Staff recommends for Council to enter into the agreement for the 2019 Chipseal Contracted Street Maintenance with Harbour Construction at a cost not to exceed \$130,330.

Staff recommends for Council to enter into the agreement for the 2019 UBAS Contracted Street Maintenance with McAnany Construction Inc. at a cost not to exceed \$116,069.

Details:

The city has budgeted \$325,000 for contracted and in-house street maintenance for 2019. Streets to receive surface treatments were identified in 2018 (reference attached map). Staff typically spends \$80,000 of the \$325,000 budget on in-house street maintenance with the balance (\$245,000) spent on contract surface treatments. Completing surface treatment's such as Chipseal and UBAS (Ultra Thin Bonded Asphalt Surface) to our streets increases the life of the road.

The two attached bids for UBAS and Chipseal treatments total \$246,099. Sufficient funds remain to allow PW staff to complete the 2019 in-house street maintenance prep work. UBAS (\$7.36 per square yard) is more than double the cost of chipseal (\$3.30 per square yard). It is however more durable and is therefore better suited to higher traffic volume streets than chipseal.

Financial Impact

Amount of Request: \$246,099

Budgeted Item?	Budgeted Amount: \$325,000
Line Item Code/Description: 5221.300	

Additional Information

The bids were combined together with Roeland Park and Westwood Hills to get better pricing for the UBAS (a larger project tends to result in lower per unit pricing). Our on call city engineer, Dan Miller works for both cities and Westwood Hills will be paying for their portion of the engineering/bidding/inspection work performed by Larkin Rynearson.

How does item relate to Strategic Plan?

This is a cost effective way of extending the life of our street network.

How does item benefit Community for all Ages?

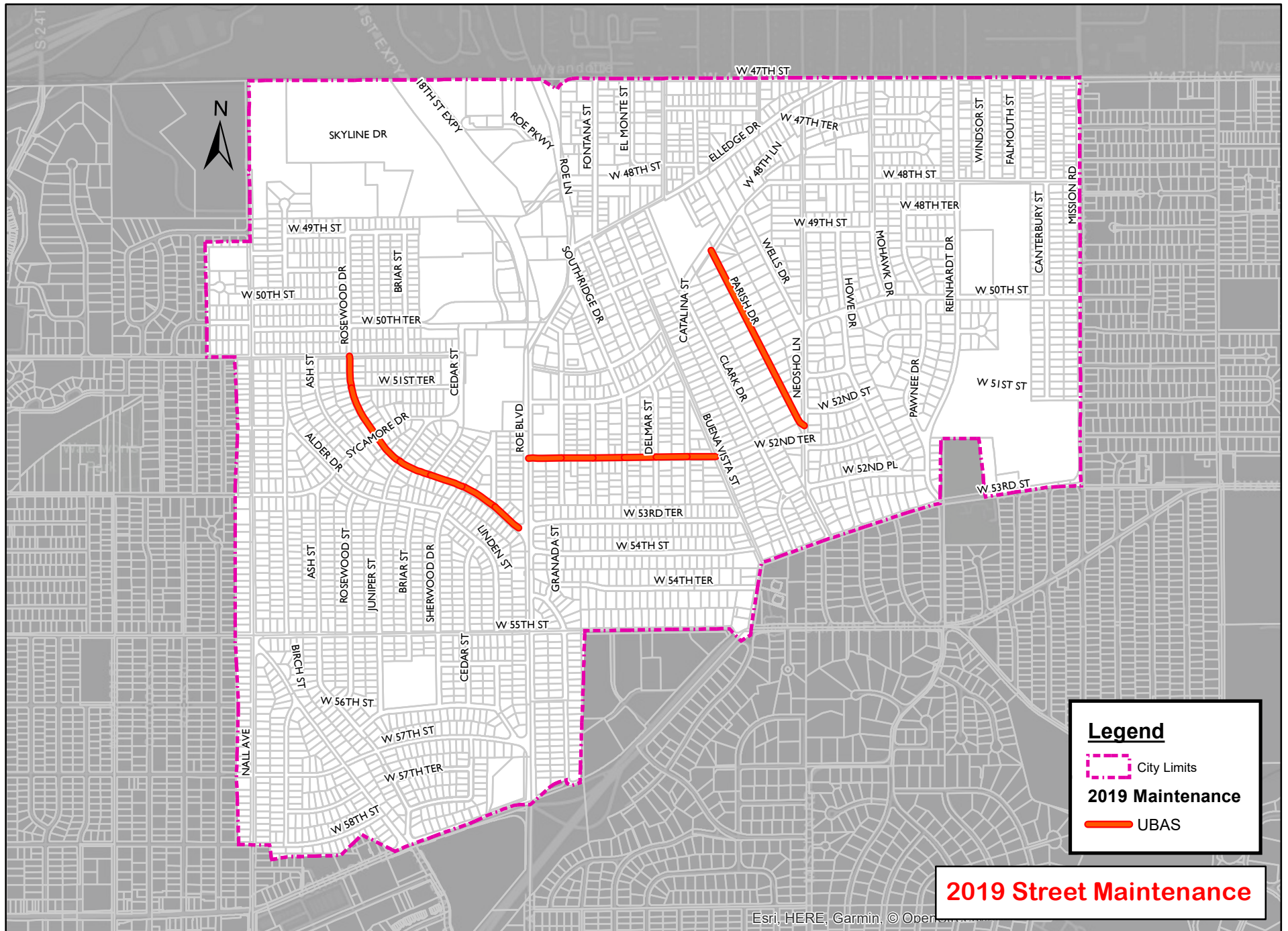
N/A

ATTACHMENTS:

Description	Type
☐ Chipseal Map	Cover Memo
☐ UBAS Map	Cover Memo
☐ Ubas Bid	Cover Memo
☐ Chipseal Bid and Engineers Recommendation	Cover Memo
☐ UAS Engineers Recommendation	Cover Memo



Roeland Park UBAS Streets			
<u>Street</u>	<u>From</u>	<u>To</u>	<u>SY</u>
Rosewood Dr	51st St	Roe Blvd	6182
W 52nd Ter	Roe Blvd	Buena Vista St	4734
Parish Dr	W 48th Ln	Neosho Ln	5071



COMPLETED BID TAB
2019 UBAS STREET MAINTENANCE PROJECT
ROELAND PARK, KANSAS
February 12, 2019

ENGINEERS ESTIMATE

MCANANY CONSTRUCTION

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	LS	1	\$ 6,530.00	\$6,530.00	\$5,000.00	\$5,000.00
2	Macrotexture	SY	15367	\$ 2.00	\$30,734.00	\$1.80	\$27,660.60
3	UBAS, Residential	SY	15367	\$ 6.50	\$99,885.50	\$5.20	\$79,908.40
4	Traffic Control	LS	1	\$ 1,307.00	\$1,307.00	\$500.00	\$500.00
5	Force Account	Set	1	\$ 3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
					\$141,456.50		\$116,069.00

February 12, 2019

Ms. Kelly Bohon
City Clerk
City of Roeland Park, KS
4600 W. 51st Street
Roeland Park, KS 66205

Re: 2019 Chip Seal Street Maintenance Project

Dear Ms. Bohon:

Bids were received for the above referenced project on Tuesday, February 12, 2019.

A total of two bids were received. The low bid was submitted by Harbour Construction, Inc. in the amount of \$130,330.00. The engineers estimate for the bid was \$137,000.00. Attached is a completed bid tabulation and list of proposed subcontractors. The contractor proposes to complete approximately 94% of the work with their own forces.

We have previously worked with Harbour Construction Inc. and found them to be a qualified contractor. After consultation with city staff we recommend that Harbour Construction Inc. be awarded the contract.

If you have any questions, or need additional information, please contact me at 816-823-7228.

Sincerely,

LAMP RYNEARSON

DANIEL G. MILLER, P.E.
CIVIL DESIGN GROUP LEADER

CC: Project File
Email C: Keith Moody, City Administrator
Donnie Scharff, Director of Public Works

**COMPLETED BID TAB
2019 CHIP SEAL STREET MAINTENANCE PROJECT
ROELAND PARK, KANSAS
February 12, 2019**



9001 State Line Rd., Ste. 200
Kansas City, MO 64114
[P] 816.361.0440
[F] 816.361.0045
LampRynearson.com

Item No.	Item Description	Unit	<u>Estimated Quantity</u>	ENGINEERS ESTIMATE		HARBOUR CONSTRUCTION, INC		VANCE BROTHERS	
				<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	LS	1	\$ 9,000.00	\$9,000.00	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00
2	Chip Seal	SY	45952	\$ 2.50	\$114,880.00	\$2.50	\$114,880.00	\$2.70	\$124,070.40
3	Traffic Control	LS	1	\$ 5,120.00	\$5,120.00	\$2,000.00	\$2,000.00	\$4,200.00	\$4,200.00
4	Restore Pavement Markings	LS	1	\$ 5,000.00	\$5,000.00	\$6,450.00	\$6,450.00	\$13,500.00	\$13,500.00
5	Force Account	Set	1	\$ 3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
				\$137,000.00		\$130,330.00		\$154,770.40	

Twin Traffic will be performing the traffic control and restoring pavement markings for Harbour Construction, Inc.

February 12, 2019

Ms. Kelly Bohon
City Clerk
City of Roeland Park, KS
4600 W. 51st Street
Roeland Park, KS 66205

Re: 2019 UBAS Street Maintenance Project

Dear Ms. Bohon:

Bids were received for the above referenced project on Tuesday, February 12, 2019.

One bid was submitted by McAnany Construction Inc. in the amount of \$327,697.25. The amount for the Roeland Park bid items is \$116,069.00 and for Westwood Hills is \$211,628.25. The engineers estimate for the bid was \$413,000.00. Attached is a completed bid tabulation and list of proposed subcontractors. The contractor proposes to complete approximately 85% of the work with their own forces.

We have previously worked with McAnany Construction Inc. and found them to be a qualified contractor. After consultation with city staff we recommend that McAnany Construction Inc. be awarded the contract.

If you have any questions, or need additional information, please contact me at 816-823-7228.

Sincerely,

LAMP RYNEARSON

DANIEL G. MILLER, P.E.
CIVIL DESIGN GROUP LEADER

CC: Project File
Email C: Keith Moody, Roeland Park City Administrator
Donnie Scharff, Roeland Park Director of Public Works

COMPLETED BID TAB
2019 UBAS STREET MAINTENANCE PROJECT
ROELAND PARK, KANSAS
February 12, 2019

ENGINEERS ESTIMATE

MCANANY CONSTRUCTION

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>	<u>Unit Price</u>	<u>Total</u>
1	Mobilization	LS	1	\$ 6,530.00	\$6,530.00	\$5,000.00	\$5,000.00
2	Macrotexture	SY	15367	\$ 2.00	\$30,734.00	\$1.80	\$27,660.60
3	UBAS, Residential	SY	15367	\$ 6.50	\$99,885.50	\$5.20	\$79,908.40
4	Traffic Control	LS	1	\$ 1,307.00	\$1,307.00	\$500.00	\$500.00
5	Force Account	Set	1	\$ 3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
WESTWOOD HILLS							
6	Mobilization	LS	1	\$ 12,340.00	\$12,340.00	\$1,500.00	\$1,500.00
7	Street Patch (Asphalt) (3" Repair)	SY	1267	\$ 45.00	\$57,015.00	\$27.50	\$34,842.50
8	Water Valve Adjustment	Ea	1	\$ 1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
9	Macrotexture	SY	16311	\$ 2.00	\$32,622.00	\$1.80	\$29,359.80
10	UBAS, Residential	SY	16311	\$ 6.50	\$106,021.50	\$5.20	\$84,817.20
11	Curb and Gutter (CG-1) (Remove and Replace)	LF	610	\$ 45.00	\$27,450.00	\$37.00	\$22,570.00
12	Sidewalk Ramps with Detectable Warning Surface	SF	192	\$ 14.00	\$2,688.00	\$35.00	\$6,720.00
13	Detectable Warning Surface	SF	20	\$ 32.00	\$640.00	\$50.00	\$1,000.00
14	Remove and Replace Sidewalk (4")	SF	688	\$ 9.00	\$6,192.00	\$9.75	\$6,708.00
15	Traffic Control	LS	1	\$ 2,468.00	\$2,468.00	\$1,500.00	\$1,500.00
16	Restore Pavement Markings (White) (24") (Stop Bar) (Thermoplastic)	LF	176	\$ 17.00	\$2,992.00	\$10.50	\$1,848.00
17	Restore Pavement Markings (White) (Speed Bump Triangles) (Preformed Thermoplastic)	Ea	52	\$ 150.00	\$7,800.00	\$175.00	\$9,100.00
18	Restore Pavement Markings (Yellow) (No Parking) (Curb Paint)	LF	180	\$ 10.00	\$1,800.00	\$1.25	\$225.00
19	Restore Pavement Markings (White) (6") (Cross Walk) (Thermoplastic)	LF	103	\$ 5.00	\$515.00	\$4.25	\$437.75
20	Force Account	Set	1	\$ 10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
					\$413,000.00		\$327,697.25

Greg VanPatten

From: Ben McAnany <benm@mcananyconstruction.com>
Sent: Tuesday, February 12, 2019 12:06 PM
To: Greg VanPatten
Subject: Re: 2019 UBAS, Roeland Park

Greg,

Not a problem.

Phillips Construction--Concrete Construction
Twin Traffic--Traffic Control/Thermoplastic & other pavement markings

Thanks Greg and let me know if you need anything else.

Sincerely,

Ben McAnany

On Tue, Feb 12, 2019 at 11:56 AM Greg VanPatten <Greg.VanPatten@lamprynearson.com> wrote:

Ben,

Can I get a list of subcontractors and the bid items they will be working on for the UBAS project?

**LAMP
RYNEARSON**

Formerly Larkin Lamp Rynearson

Greg Van Patten

Project Engineer (EIT)

Item Number: New Business- VIII.-G.
Committee 2/18/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/15/2019
Submitted By: Keith Moody
Committee/Department: Admin.
Title: Task Order for Design of Phase 1 R Park Improvements
Item Type: Other

Recommendation:

Staff recommends approval of the attached task order with Larkin to provide architectural and engineering designs, bid and construction services for the first phase of improvements at R Park contingent upon the R Park Phased Development Plan being adopted by Council including Phase 1 improvements reflected in the draft version of the development plan.

Details:

The attached task order spells out all professional services that will be required to complete planning/design/bidding/construction of the improvements in phase 1 of the R Park development plan. Attached is the current draft of the phased development plan as well as the renderings developed by George Knipp as concepts for the shade structures. The Parks Committee is still working on the plan and hopes to have a final recommendation to Council for development plan adoption at the 3/18/19 council meeting.

Staff recommends contingent approval of the task order prior to adoption of the final plan as the first phase elements seem well established, execution of the task order will not occur until after council has approved the R Park phased development plan.

Larkin approached Hollis and Miller (architectural firm that George Knipp works for) and Smith & Boucher (MEP engineers) for proposals to design the pavilion and restroom at R Park. This keeps Mr. Knipp (a Roeland Park resident) engaged on the project, while holding his firm accountable to timelines and liability for the safety and regulatory compliance of the structures design. These are significant facilities, is it in the city's best interest to hold a professional firm accountable for timely progress, structural integrity and regulatory compliance (structural, mechanical, electrical, plumbing, ADA).

The attached is a task order reflecting Larkin's work with Hillis + Miller and Smith & Boucher as subs to design, bid, inspect, and administer construction of Phase 1 of development at the park includes the pavilion and restrooms (total construction cost estimates for Phase 1 is \$888k). Total engineering and architect fees are 13.5% of the construction cost estimate which as rule of thumb should be 15% to 20% of construction costs depending upon the size of a project. This is a relatively small project so the % would tend to be on the high end. Hollis + Miller's fee is lower than what would be expected, apparently donating some of Mr. Knipp's hours to the project.

The task order currently in place with Larkin to complete the phased development plan for R Park does not include the scope of designing a pavilion or restroom as we were not certain what the first phase of R Park would be. With the work completed thus far on the phased plan it is apparent that completing the two main structures at the same time makes sound planning sense and is fiscally beneficial, in addition it appears that building the structures first will not hinder the improvements anticipated in the subsequent 2 phases. Building a structure in the middle of a multi-phased project would more often than not be prohibitive to completing work in subsequent phases.

There are not funds budgeted in 2019 for phase 1 design. The CIP reflects \$200,000 in 2020 for a pavilion and \$200,000 in 2021 for a permanent restroom. Both projects are shown funded from the 300 Special Infrastructure Fund. There are sufficient funds in the Special Infrastructure Fund to cover the task order costs in 2019, the fund's 2019 ending balance is anticipated to be \$701,000.

Financial Impact

Amount of Request: \$118,504	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description: 300 Special Infrastructure Fund	

Additional Information

Attached is the presentation provided by Larkin at the 2/13/19 Parks Committee meeting. The current version of the phased development is included in the presentation as well as cost estimates for each phase. The Parks Committee plans to hold a special meeting on 2/28/29 to finalize the phased development plan for recommendation to the Council for consideration in March.

How does item relate to Strategic Plan?

The work supports:

Goal 5: Promote recreational opportunities through enhanced green space, facilities and communication.

and specifically:

- 5 A Develop existing facilities and green space to maximize usage and service to the public.
(Phase 2)

How does item benefit Community for all Ages?

Adding amenities to R Park will expand the park' usability to a broader age range of users.

ATTACHMENTS:

Description	Type
📎 Task Order- R Park Phase 1 Improvements	Cover Memo
📎 R Park Phase Plan Presentaton 2-13-19	Cover Memo
📎 Draft R Park Phased Development Plan 11-28-18	Cover Memo

City of Roeland Park – R Park Phase 1

Contract: R Park Phase 1

Ordinance or Resolution:

Task Agreement No: 19-3

Funding Amount: \$118,504

Purchase Order No:

Project Title: R Park Phase 1

Contractor/Consultant:
Lamp Rynearson
9001 State Line Road, Suite 200
Kansas City, MO 64114

Division Manager:
Civil Design Group
Daniel G. Miller, P.E. – Civil Design Group Leader

Project Management Manual reviewed:

Attachments (Gantt Chart, etc.): None

PROJECT Scope (can be in the form of an attachment):

1. See attached Exhibit A and Fee Estimate.

The attached Lamp Rynearson services will be provided for an hourly rate. Total not to exceed project fee is \$118,504, including direct expenses.

Staff Signatures

Mayor:

Mike Kelly

City Administrator:

Keith Moody

Signature: _____

Date: _____

Signature: _____

Date: _____

Partner Signatures

Division Manager:

Daniel G. Miller, P.E.

Signature: _____

Date: 2/13/2019

Company Principal (if different):

Tony O'Malley, P.E.

Signature: _____

Date: _____

Project Type: Design ☒ Construction ☒ Property Acquisition _____ Conceptual/Problem Solving _____ Surveying _____

Project Discipline(s): Transportation ☒ Planning _____ Water _____ Wastewater _____ Stormwater _____

Report(s) Received:

Work on File:

This Task Agreement is subject to all the provisions included in the On-Call Professional Services Agreement, Public Works Department, Engineering Division by and between the City and Larkin Lamp Rynearson (Professional), dated 1/1/2017.

Attach scope of work, budget, and other supporting material

EXHIBIT A
Description of Services and Payment Provisions

Engineer shall provide Basic Services as follows:

BASIC SERVICES

A1.01 Schematic Design and Design Development

Lamp Rynearson proposes to provide the following engineering services to the City of Roeland Park, Kansas at R Park for Phase 1 (shelter and restrooms): Services to support Schematic Design and Design Development phases. Architectural services will be performed by Hollis + Miller Architects and Mechanical, Electrical, and Plumbing services will be performed by Smith & Boucher Inc.

Surveying

Existing survey performed by others will be utilized for preliminary and final design.

Geotechnical Investigation

The geotechnical investigation will include five bores within the project site to a depth of 10' to 15', depending upon the material encountered. A report, signed and sealed by a professional engineer licensed in the State of Kansas, will be generated that includes classification of the soils within the site, compressive strength, and foundation design recommendations. The investigation will be performed by Kaw Valley Engineering.

The Geotechnical Investigation will be completed within 21 days of the City's representative approving final locations of the shelter and restroom foundations.

Schematic Design

Programming, existing conditions, and building codes will be reviewed and discussed with City at a meeting. Shelter is anticipated to provide occupancy for 60, based on number of picnic tables. The restrooms will correlate to this occupancy, with final configuration of men's and women's facilities to be determined after programming and building code discussions.

Schematic design concepts will be created for City review, with follow-up meeting to discuss. City feedback will be used when generating deliverable.

Schematic Design Deliverable:

- a. Architectural Site Plan / Roof Plan
- b. Floor Plans
- c. Reflected Ceiling Plans
- d. Exterior Elevations
- e. Renderings (at level similar to previous concept renderings).
- f. Narrative on mechanical, electrical, and plumbing systems.
- g. Civil Site Plan, reflecting shelter and restroom exterior footprint.

Design Development

Approved Schematic Design will be advanced to Design Development documents, which can be used for cost estimating. MEP systems and site civil will be incorporated/coordinated into design. Material options will be selected for City review and selection. Meet with City to review documents and materials in preparation of DD deliverable.

Design Development Deliverable:

- a. Architectural Site Plan / Roof Plan
- b. Floor Plans
- c. Reflected Ceiling Plans
- d. Exterior Elevations
- e. Walls Sections
- f. Details
- g. Mechanical, Electrical, Plumbing Drawings
- h. Civil Site Plan
- i. Existing Conditions / Demolition Plan
- j. Preliminary Grading Plan
- k. Preliminary Site Utility Plan
- l. Preliminary Landscape Plan

Utility Coordination

Lamp Rynearson will coordinate public and private utility services to the site. As existing hydrants are located over 400-ft from the master plan shelter location, a public water extension by WaterOne with a new fire hydrant may be necessary depending on building official requirements for shelter.

A1.02 Construction Documents

Approved Design Development Documents will be advanced to construction documents. Integrate and coordinate MEP and site civil disciplines. Meet with City before finalizing and submitting Construction Document Deliverable.

Construction Document Deliverable (at level for Building Permit, Bidding, and Construction):

- a. Architectural Site Plan / Roof Plan
- b. Floor Plans
- c. Reflected Ceiling Plans
- d. Exterior Elevations
- e. Walls Sections
- f. Details
- g. Mechanical, Electrical, Plumbing Drawings
- h. Cover Sheet
- i. Civil Site Plan
- j. Existing Conditions / Demolition Plan
- k. Grading Plan
- l. Site Utility Plan
- m. JCW Commercial Connection Permit Plan
- n. Erosion Control Plan (Site disturbance < 1 acre)
- o. Site Details
- p. Landscape Plan

q. Project Manual, with technical specifications

Lamp Rynearson will prepare a Project Manual for the project, including front end City documents and technical specifications for all disciplines prepared by respective disciplines to supplement the bid drawings.

Lamp Rynearson will assist the City with bidding the project and preparing a recommendation of award.

A1.03 *Construction Administration*

Lamp Rynearson will attend a preconstruction meeting, review general / civil specification submittals, perform up to six site visits during construction, provide resolution to construction questions, provide site inspection to prepare punch list, inspect punch list completion, and prepare as-constructed record drawings based on markups by the contractor and approved plan revisions.

Construction period services by Hollis + Miller Architects and Smith & Boucher will be invoiced on an hourly not to exceed basis.

A1.04 *Construction Observation*

Lamp Rynearson will provide part time Construction Observation services. A total of 160 hours of observation are included in this task order, for 4 hours per day over 40 construction days throughout the project's construction schedule.

Client Responsibilities

- a. Client shall be responsible for all application and/or permit fees, as applicable.

Additional Services Not Included in the Agreement (would require additional fees)

- a. Rock coring or evaluation of unsuitable fill materials, if encountered during geotechnical investigation.
- b. Boundary survey, updated topographic survey, or replat. Original topographic survey was prepared by Shafer, Kline & Warren, Inc. (McClure Engineering Company) several years ago, and did not determine boundary survey linework. If an easement vacation, easement dedication, or a replat is necessary to satisfy building official or JCW permitting, then a boundary survey and additional survey services will be required.
- c. Third party cost estimating, coordination, and related meetings (Lamp Rynearson, Hollis + Miller, Smith & Boucher). Lamp Rynearson can help City select consultant and team can provide scope and fee for this task once design evolves into design development stage. Alternately, project team support could be provided on an hourly basis.
- d. Special inspections during construction. Kaw Valley performs special inspections and Lamp Rynearson can provide a scope and fee for this task after the scope of special inspections is known.
- e. Construction staking.
- f. Johnson County Wastewater sanitary sewer main relocation plans and permitting.



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CIVIL DESIGN GROUP FEE ESTIMATE

PROJECT TITLE R Park - Phase I (SD/DD, CD and CA/CO)
 LOCATION Roeland Park
 DATE 2/13/2019

PROJECT #
 BY Dan McGhee

Classification:	Civil Design	Sr. Project	Project	Project	Construction	Landscape		
	Group Leader	Manager IV	Engineer III	Designer IV	Observer	Architect		
Associate:	Miller	McGhee	Schleicher	McMurry	Jones	Pence	Subtotal of	Subtotal of Fee
Hourly Rate:	\$215.00	\$172.00	\$101.00	\$100.00	\$92.00	\$174.00	Hrs per Item	per Item

Schematic Design / Design Development								
Cover Sheet	0	1	0	2	0	0	3	\$372.00
Civil Site Plan	1	3	0	6	0	0	10	\$1,331.00
Existing Conditions / Demolition Plan	0	3	0	6	0	0	9	\$1,116.00
Preliminary Grading Plan	0	3	0	4	0	0	7	\$916.00
Preliminary Site Utility Plan	1	2	0	4	0	0	7	\$959.00
Preliminary Landscape Plan	0	1	0	2	0	8	11	\$1,764.00
Team Meetings	3	6	0	0	0	0	9	\$1,677.00
City Meetings (up to 4 assumed)	8	8	0	0	0	0	16	\$3,096.00
Update Conceptual Cost Estimate	1	2	0	4	0	0	7	\$959.00
Preliminary Utility Coordination	0	3	0	2	0	0	5	\$716.00
Subtotal of Hours per Associate	14	32	0	30	0	8	84	
Subtotal of Fee per Associate	\$3,010.00	\$5,504.00	\$0.00	\$3,000.00	\$0.00	\$1,392.00		
						Labor Fee		\$12,906.00
						Reimbursables 5%		\$645.30
						Contingency 5%		\$645.30
Subtotal of Engineering Services								\$14,196.60

Sub-Consultants (SD/DD)								
Kaw Valley Engineering - 5 Borings and Foundation Recommendations								\$3,000.00
Hollis + Miller Architects (Includes Smith & Boucher for MEP)								\$17,125.00
						Sub-Consultant SD/DD Fees		\$20,125.00
						Subconsultant Coordination 10%		\$2,012.50
Subtotal Sub-Consultant SD/DD Fees								\$22,137.50

Construction Documents								
Cover Sheet	0	1	0	2	0	0	3	\$372.00
Site Plan	1	2	0	8	0	0	11	\$1,359.00
Existing Conditions/Demolition Plan	0	2	0	6	0	0	8	\$944.00
Grading Plan	1	4	0	6	0	0	11	\$1,503.00
Site Utility Plan	1	3	0	6	0	0	10	\$1,331.00
JCW Commercial Connection Plan	1	8	8	16	0	0	33	\$3,999.00
Erosion Control Plan	0	2	4	6	0	0	12	\$1,348.00
Site Details	0	2	0	4	0	0	6	\$744.00
Landscape Plan	0	2	0	4	0	12	18	\$2,832.00
Team Meetings	2	4	0	0	0	0	0	\$1,118.00
City Meetings (up to 3 assumed)	4	6	0	0	0	0	10	\$1,892.00
Utility Coordination	0	4	0	0	0	0	4	\$688.00
Opinion of Probable Phase I Construction Costs	1	2	0	4	0	0	7	\$959.00
Prepare Specifications and Project Manual	2	8	12	0	0	0	22	\$3,018.00
Bidding Services including Recommendation	1	8	0	4	0	0	13	\$1,991.00
Subtotal of Hours per Associate	14	58	24	66	0	12	168	
Subtotal of Fee per Associate	\$3,010.00	\$9,976.00	\$2,424.00	\$6,600.00	\$0.00	\$2,088.00		
						Labor Fee		\$24,098.00
						Reimbursables 5%		\$1,204.90
						Contingency 5%		\$1,204.90
Subtotal of Engineering Services								\$26,507.80



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	Group Leader	Manager IV	Engineer III	Designer IV	Observer	Architect		
Associate:	Miller	McGhee	Schleicher	McMurry	Jones	Pence	Subtotal of	Subtotal of Fee
Hourly Rate:	\$215.00	\$172.00	\$101.00	\$100.00	\$92.00	\$174.00	Hrs per Item	per Item

Sub-Consultants (CD)								
Hollis + Miller Architects (Includes Smith & Boucher for MEP)								\$16,025.00
Sub-Consultant CD Fees								\$16,025.00
Subconsultant Coordination 10%								\$1,602.50
Subtotal Sub-Consultant SD/DD Fees								\$17,627.50

Construction Administration								
Attend Preconstruction Meeting	2	2	0	0	0	0	4	\$774.00
Shop Drawing Review/ Submittals	1	8	0	0	0	0	9	\$1,591.00
Site Visits During Construction (up to 6)	4	12	0	0	0	0	16	\$2,924.00
Construction Issues and Question Resolution	3	6	0	6	0	0	15	\$2,277.00
Site Inspection for Punch List Generation	2	2	0	0	2	0	6	\$958.00
Punch List	1	2	0	0	0	0	3	\$559.00
Inspect Punch List Completion	0	2	0	0	2	0	4	\$528.00
As-Constructed Record Drawings	1	4	0	10	0	0	15	\$1,903.00
Subtotal of Hours per Associate	14	38	0	16	4	0	72	
Subtotal of Fee per Associate	\$3,010.00	\$6,536.00	\$0.00	\$1,600.00	\$368.00	\$0.00		
Labor Fee								\$11,514.00
Reimbursables 5%								\$575.70
Contingency 5%								\$575.70
Subtotal of Construction Administration								\$12,665.40

Sub-Consultants (CA)								
Hollis + Miller Architects - Hourly, Not to Exceed								\$10,000.00
Subtotal of Sub-Consultant CA Fees								\$10,000.00

Construction Observation								
Construction Observation								
Part Time, 20 Hours / Week / 40 Day Construction	0	0	0	0	160	0	160	\$14,720.00
Subtotal of Hours per Associate	0	0	0	0	160	0	160	
Subtotal of Fee per Associate	\$0.00	\$0.00	\$0.00	\$0.00	\$14,720.00			
Labor Fee								\$14,720.00
Reimbursables 0.58/mi								\$649.60
Contingency 0%								\$0.00
Construction Observation Fee Total								\$15,369.60

Project Fee Summary								
Schematic Design / Design Development								\$36,334.10
Construction Documents								\$44,135.30
Construction Administration and Observation Fees								\$38,035.00
PROJECT TOTAL								\$118,504.40



R PARK

ROELAND PARK, KS

PHASED DEVELOPMENT UPDATE

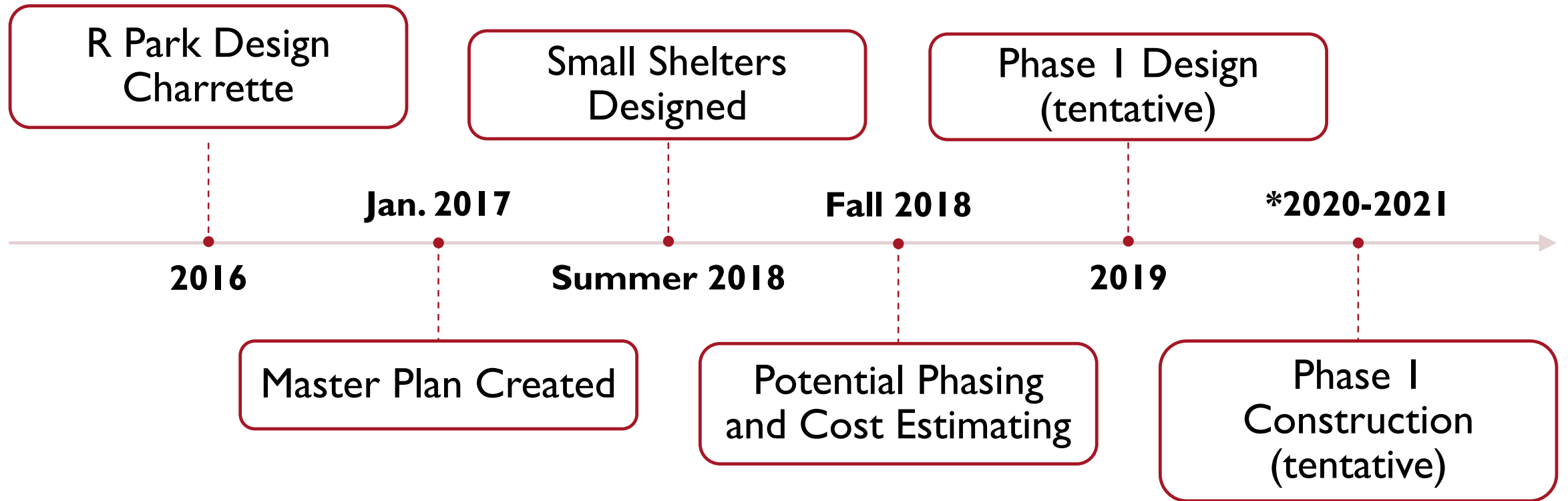
FEBRUARY 13, 2019

PARKS COMMITTEE MEETING

LAMP
RYNEARSON



R PARK PLANNING - TIMELINE

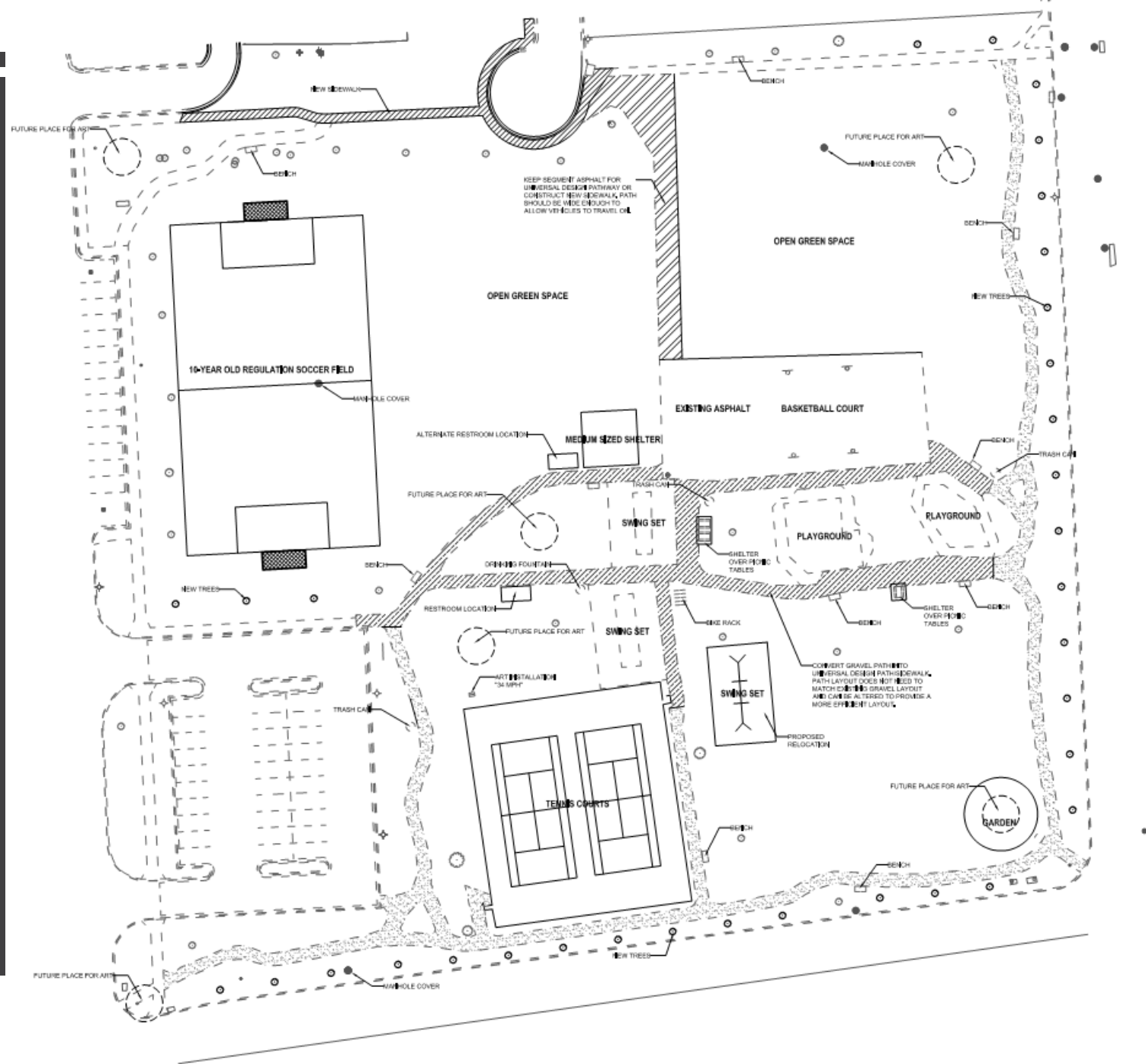


*Note: City's CIP currently anticipates construction of the pavilion in 2020 (\$200k) and restrooms in 2021 (\$200k) assuming a pay as you go approach to funding. With the first phase including these two main components estimated at \$1 million total between design and construction, a pay as you go approach will necessitate holding off on starting construction until 2021 or later.

MASTER PLAN

ISSUE DATE:
JANUARY 17, 2017

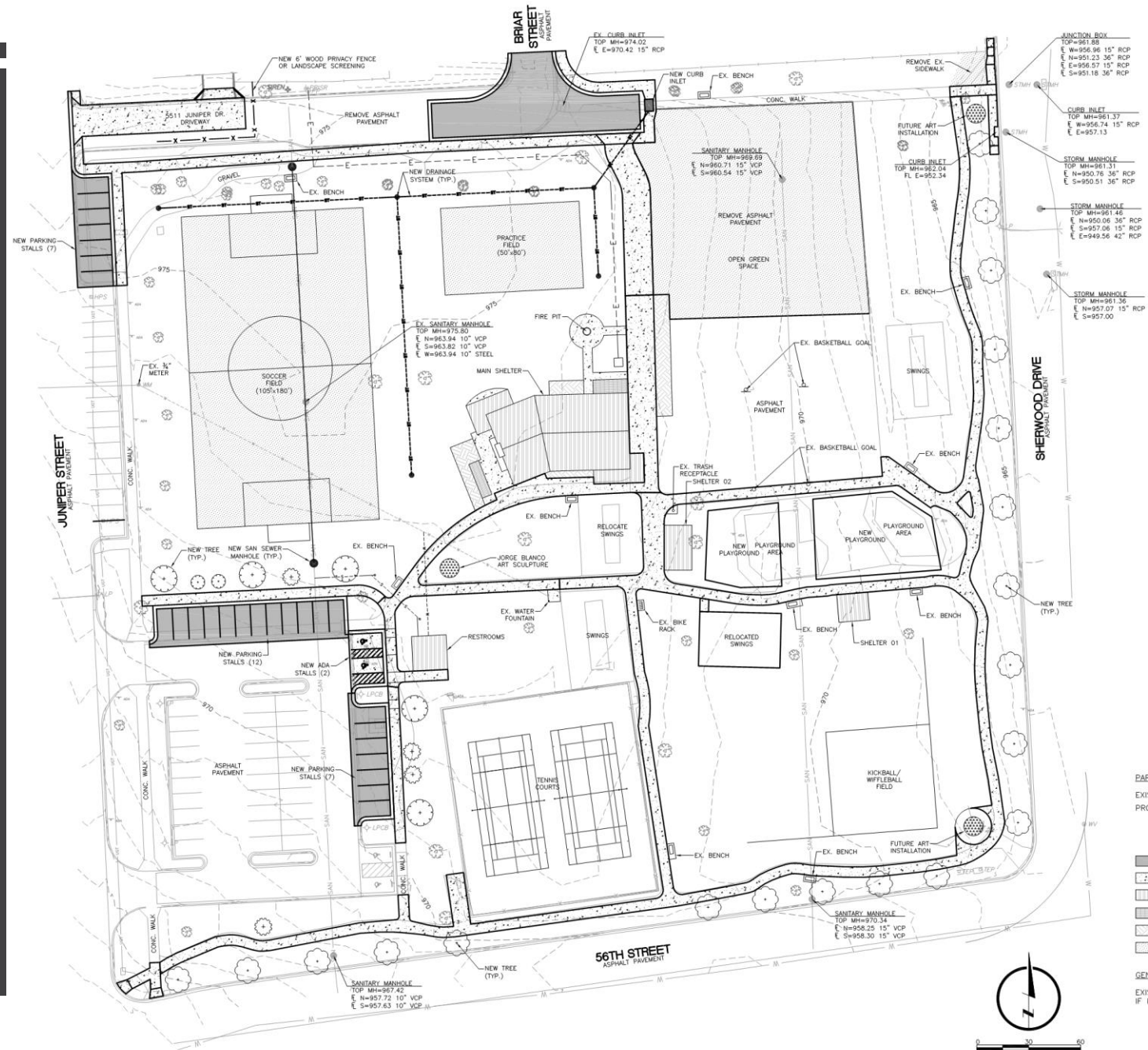
- Conceptual Plan developed based upon 2016 Design Charrette
- Establishes a vision and is the first step toward implementing improvements.



UPDATED MASTER PLAN

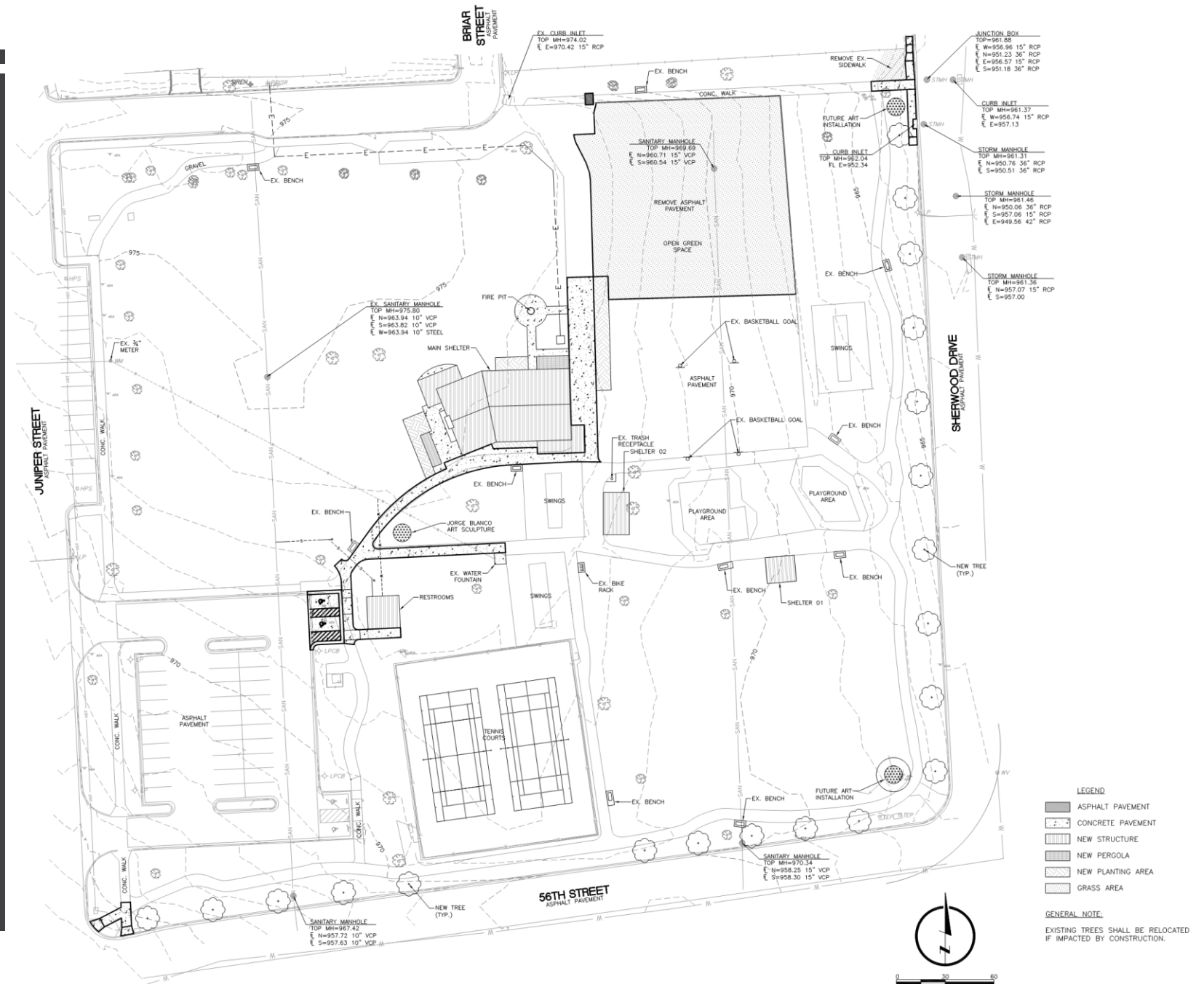
ISSUE DATE:
NOVEMBER 8, 2018

- 3 potential phases
- Total Cost: \$1.7M
(includes design, construction administration, construction observation)
- Total Cost assumes efficiencies of developing all phases at once



ISSUE DATE:
NOVEMBER 8, 2018

- Medium Shelter reflecting the renderings developed by shelter sub-committee (concepts supported by Council).
- Restrooms with accessible parking added nearby.
- Remove some Asphalt play area to add green space. Retain some paved play area for games.
- Total Estimate: \$1.005M (includes design, construction administration, construction observation)

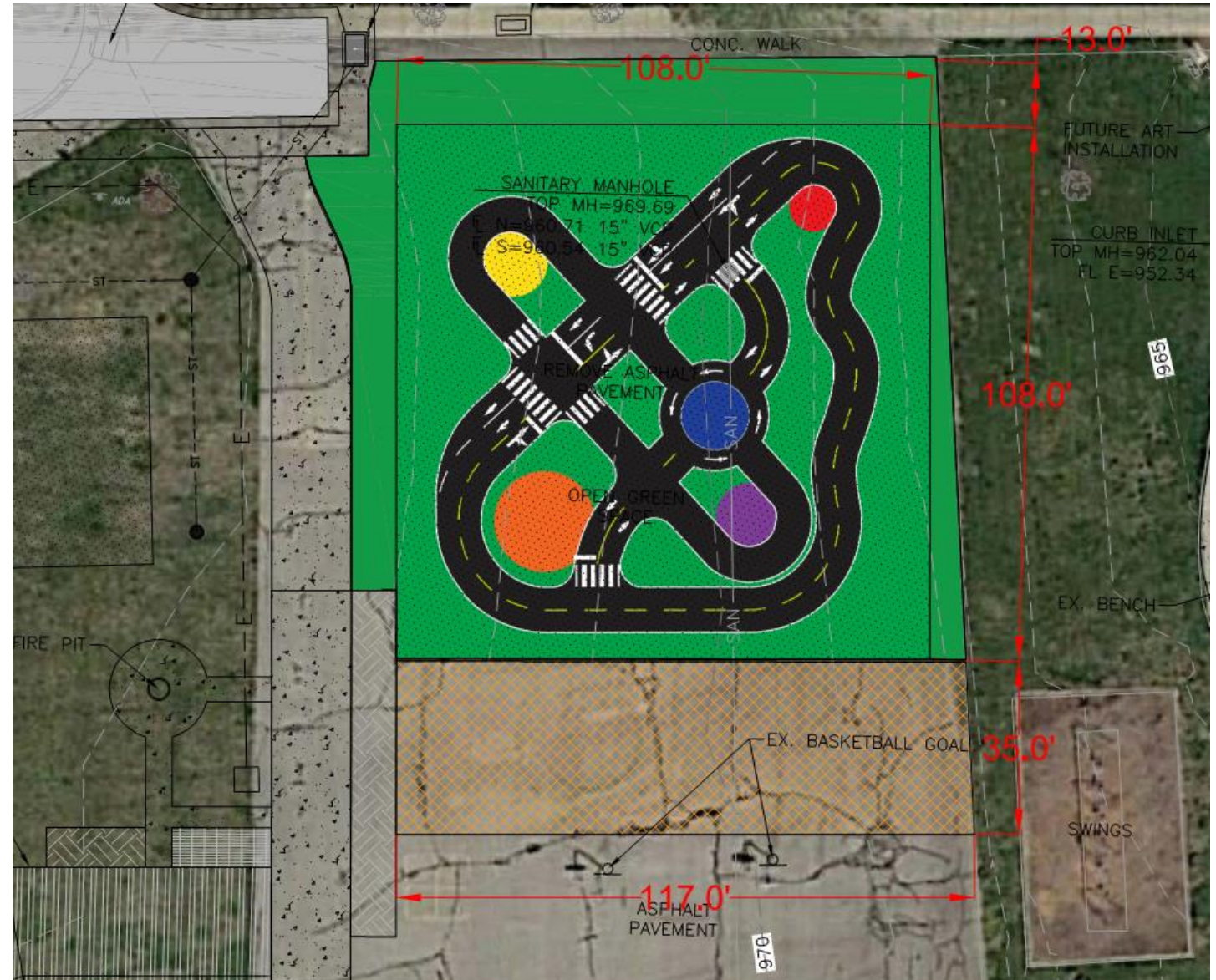




SHELTER CONCEPT

TRAFFIC GARDEN

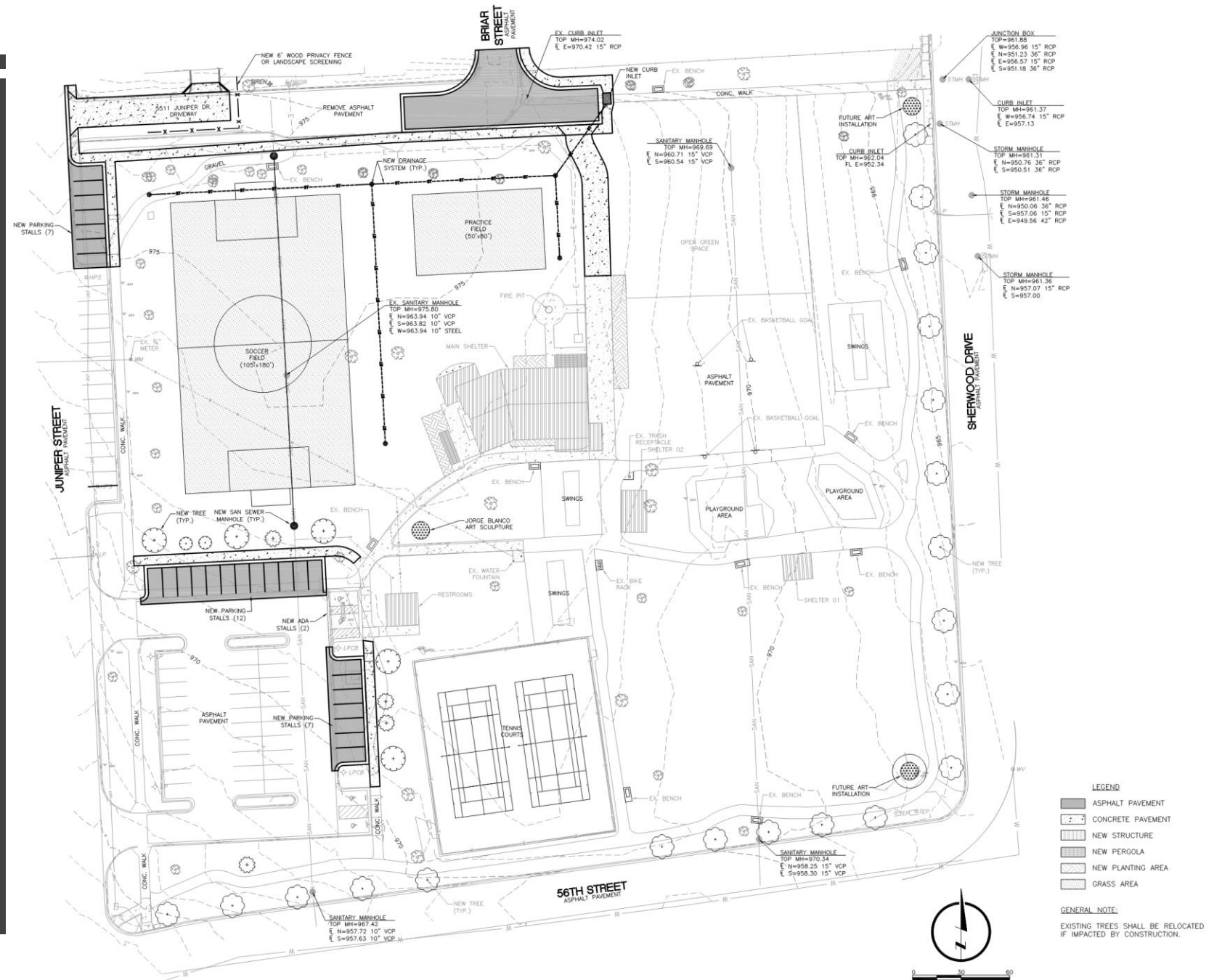
- Potential addition of a Traffic Garden has been discussed at Parks Committee Meetings.



PHASE 2

ISSUE DATE:
NOVEMBER 8, 2018

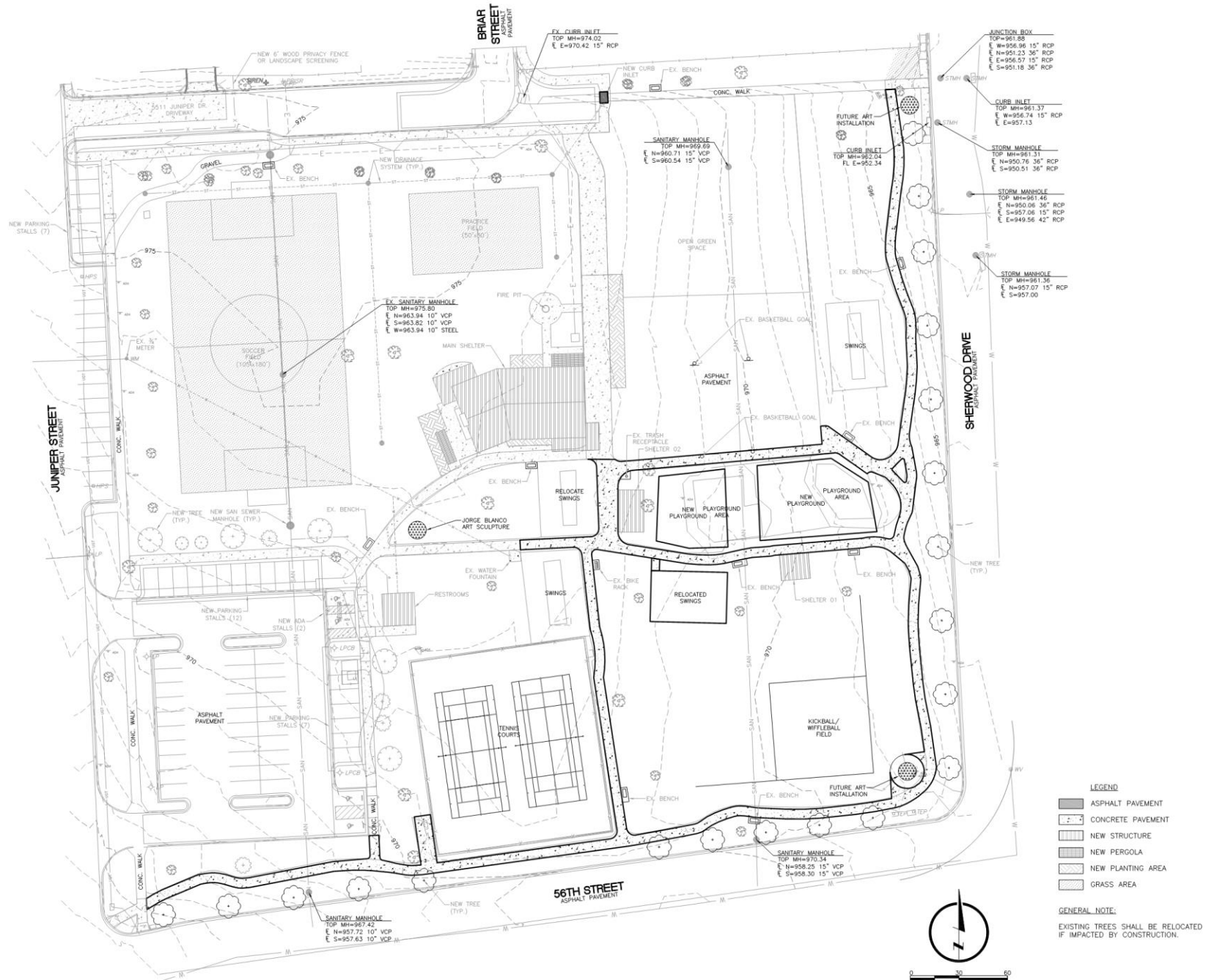
- Reconfigure North Access
- Add/Improve Soccer Field(s)
- Add Additional Parking- these improvements are independent of other improvements and need not be completed unless needed
- Total Estimate: \$467k (includes design, construction administration, construction observation)



PHASE 3

ISSUE DATE:
NOVEMBER 8, 2018

- Trail/Walk Improvements-
hard surfacing the trail
expands usability
- New Playground (All-inclusive)
- Total Estimate: \$270k
(includes design, construction
administration, construction
observation)



CATEGORY ESTIMATE SUMMARY

- Assumes 3 Phases of Development
- Includes design, construction administration, construction observation

Item No.	Phase	Item Description	Total
1	1	Shelter	\$ 457,000
2	1	Restrooms	\$ 281,000
3	1	Shelter / Restroom Site Work (services,ADA, sidewalk)	\$ 268,000
4	2	Parking Lot Expansion, Hammerhead at Briar	\$ 274,000
5	2	Sanitary Sewer Modifications	\$ 71,000
6	2	Soccer Field	\$ 122,000
7	3	New Playground Structure(s), Swing Relocation	\$ 75,000
8	3	Concrete Trail	\$ 194,000
Total:			\$ 1,742,000



hollis + miller



PHASE I – PROJECT APPROACH AND TEAM

Schematic Design

Geotechnical Investigation

Programming, existing conditions, building codes review, Parks Committee meeting

Design Concepts created for review, Parks Committee meeting

Site plan, roof plan, floor plans, reflected ceiling plans, exterior elevations, renderings, MEP narratives Provided for Parks Committee meeting and Council meeting

Design Development

MEP systems and site civil incorporated, utility coordination

Material options selected for City review and selection

Advance schematic design plans plus wall sections, details, MEP drawings, Civil drawings

Cost Estimating

Architect, MEP and Civil Engineers as a team develop cost estimates based upon plans developed at the direction of Council and Parks Committee

Construction Documents

Develop bid documents (full construction plans, project manual and technical specifications)

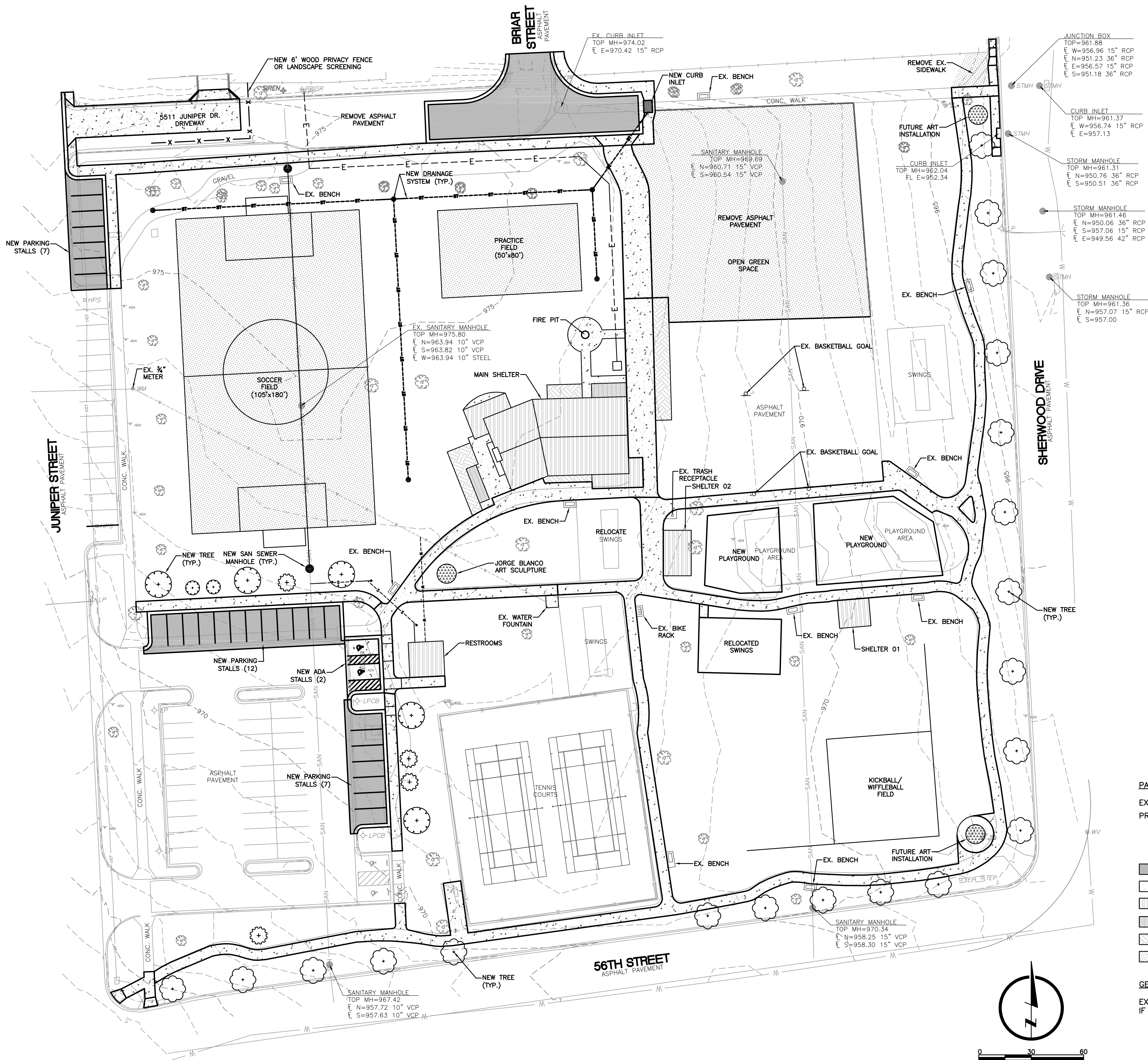
Permitting

Bidding, Bid Recommendation

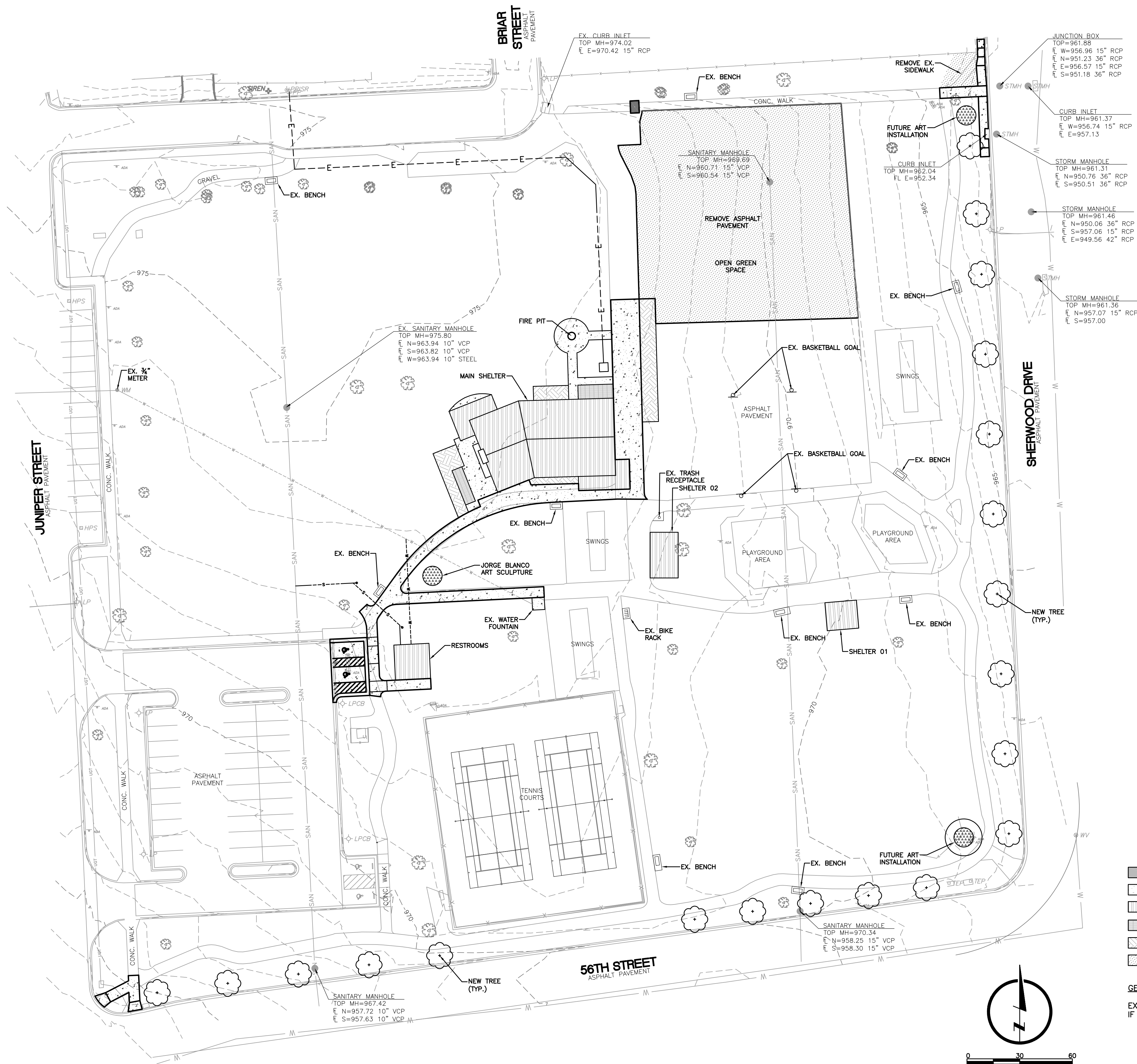
WHERE DO WE STAND WITH THE PHASED DEVELOPMENT PLAN?

- Are we happy with the improvements reflected on the overall plan?
- Are the improvements in the appropriate phase? Does the timing of improvements make sense and is it cost efficient?
- Once the phased development plan is in a final form design of Phase I improvements will begin.

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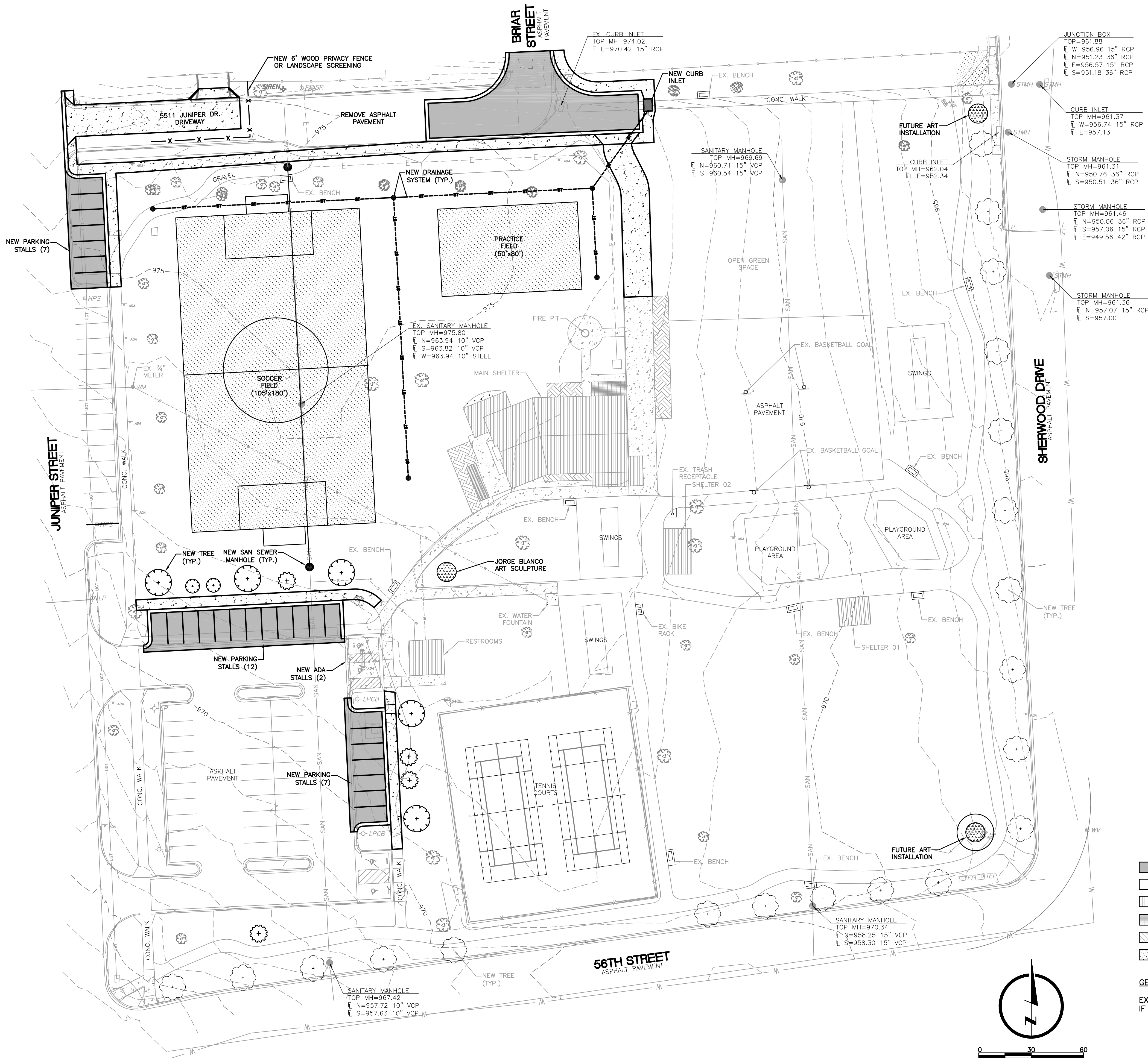
LEGEND

	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	NEW STRUCTURE
	NEW PERGOLA
	NEW PLANTING AREA
	GRASS AREA

GENERAL NOTE:
EXISTING TREES SHALL BE RELOCATED
IF IMPACTED BY CONSTRUCTION.

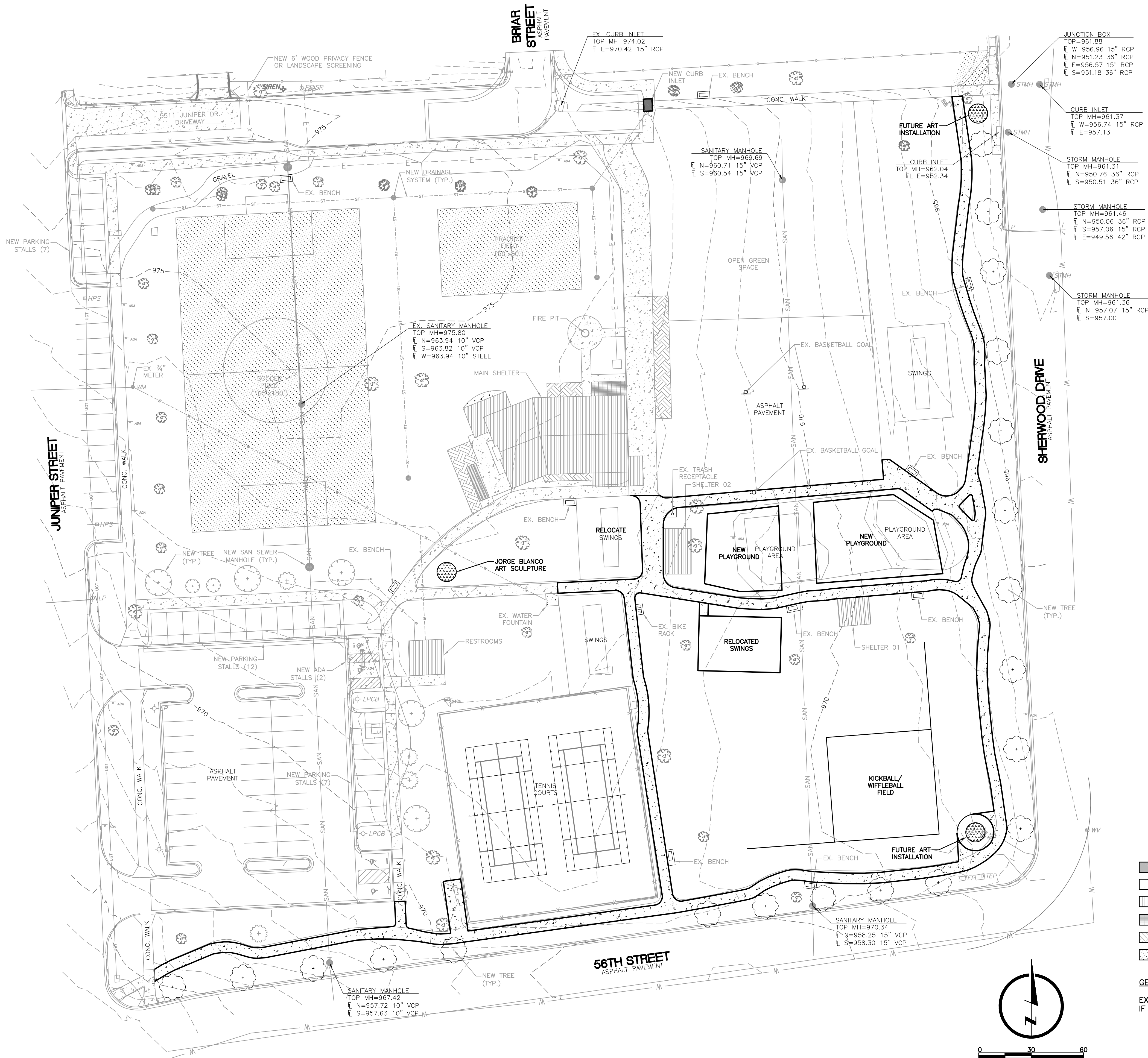
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Kansas City, Missouri 64114			
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R PARK IMPROVEMENTS PHASE 3					
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Item Number: New Business- VIII.-H.
Committee 2/18/2019
Meeting Date:



City of Roeland Park

Action Item Summary

Date: 2/15/2019
Submitted By: Keith Moody
Committee/Department: Admin.
Title: **Approve Construction of Water Main Extension to serve "The Rocks"**
Item Type: Other

Recommendation:

Staff recommends approval to complete water main extensions in coordination with water main work being completed by Waterone as part of the Aldi store reconstruction, not to exceed \$120,000.

Details:

The attached Water Main Extension schematic dated 2-15-19 (it is not an engineered plan), reflects a new proposed alignment for the public water main that would serve The Rocks. A public water main extension creating a looped system will be required to achieve fire flow standards for the type of development contemplated within The Rocks (>1500 gpm), in particular a hotel. Extending the water main has been anticipated to be a financial responsibility of the developer. The initial concept (see attached Water Main Extension Plan dated 4-14-17) reflected extending from the NW corner of Roe Boulevard and Skyline Drive (from an existing main) under Roe Boulevard east and on east to a line at Roe Parkway and 48th street (blue highlighted line on original plan) as well as an extension north to tie into the dead end water main at the NW corner of Boelte Hall (yellow highlighted line on original plan). The attached concept (dated 2-15-19) reduces the length of pipe crossing a street (under 48th vs Roe) and eliminates the need for a loop to the east. We believe this will be less expensive than the initial alignment.

We have an opportunity to complete all of the water line extension in cooperation with Waterone since they will be realigning the water main serving Aldi. TIF 3 funds would be used to cover the cost of the work. That fund has an estimated ending fund balance for 2019 of \$280,000. Completing the project will reduce TIF3 funds available to reimburse a developer in the future, but these are improvements a developer would otherwise be completing and paying for.

The total cost estimate from Waterone is \$114,000 to \$120,000 (depending upon rock

excavation). Waterone would complete the engineering as well as handle permits, and inspection. We would pay the actual cost of construction. This approach simplifies the process and the cost is estimated to be less than the initial alignment (under Roe Boulevard).

Financial Impact

Amount of Request: \$120,000	
Budgeted Item?	Budgeted Amount:
Line Item Code/Description: TIF 3 Fund	

Additional Information

This opportunity was brought up by Waterone as they were preparing plans for the Aldi reconstruction project, that is the reason for the short notice. Waterone has a commitment to Aldi to have the water main related work complete by a specific date, that is the reason for them needing approval quickly.

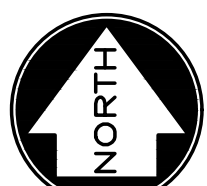
How does item relate to Strategic Plan?

How does item benefit Community for all Ages?

ATTACHMENTS:

Description	Type
❑ Water Main Extention Concept for the Rocks 2-15-19	Cover Memo
❑ Water Main Extention Concept for the Rocks 4-14-17	Cover Memo

PRELIMINARY
DEVELOPMENT PLAN
THE ROCKS
CITY OF
ROELAND PARK, KANSAS



SCALE: 1"=50'
50 25 0 50

OWNER:

CITY OF ROELAND PARK, KANSAS
4800 WEST 51ST STREET
ROELAND PARK, KANSAS 66205
ATTN: KEITH MOODY
PHONE: (913) 722-2800
EMAIL: kmoody@roelandpark.org

NOTES:

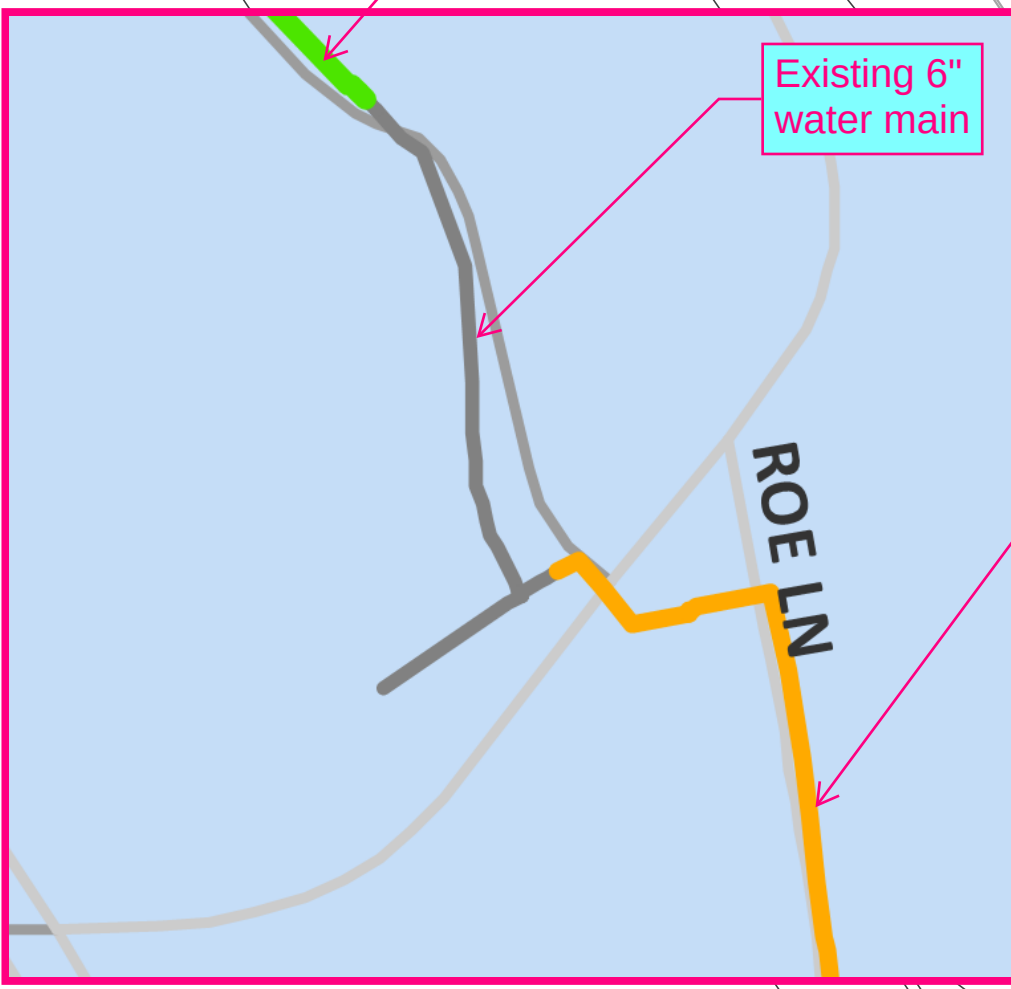
- LANDSCAPING PLANS TO BE PROVIDED IN ACCORDANCE WITH CHAPTER XVI ARTICLE 6 ROELAND PARK CODE OF ORDINANCES WHEN FINAL DEVELOPMENT PLANS ARE SUBMITTED FOR EACH INDIVIDUAL LOT.
- PHASING:
PHASE 1 = LOT 3
PHASE 2 = LOT 1, LOT 2 AND ROE BLVD. IMPROVEMENTS
PHASE 3 = LOT 4 AND ROE PARKWAY AS NECESSARY.
- STORMWATER MANAGEMENT: THE DEVELOPER OF EACH LOT SHALL PROVIDE STORMWATER MANAGEMENT FACILITIES ON EACH INDIVIDUAL LOT UNLESS REGIONAL STORMWATER MANAGEMENT IS DESIRED BY LOT DEVELOPER AND APPROVED BY CITY.
- WATER SERVICE IS AVAILABLE ALONG ROE PARKWAY. ADDITIONAL IMPROVEMENTS FOR FIRE PROTECTION, INCLUDING FIRE HYDRANTS, TO BE DETERMINED AT FINAL DEVELOPMENT PLAN STAGE.

FLOOD NOTE:

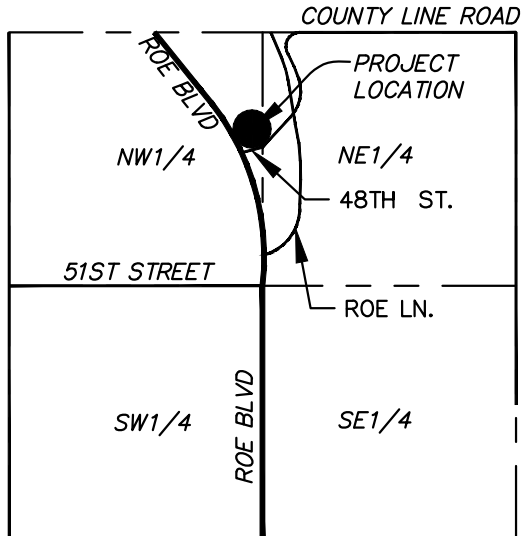
THIS PROPERTY LIES WITHIN FLOOD ZONE X, DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP PREPARED BY THE U.S. DEPT. OF HOUSING AND URBAN DEVELOPMENT FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF JOHNSON COUNTY, KANSAS AND INCORPORATED AREAS, MAP NO. 20091C0009G, PANEL NO. 9 OF 161 AND DATED AUGUST 3, 2009.

SITE DATA

SITE AREA: 7.259 ACRES	
EXISTING ZONING: SINGLE FAMILY RESIDENTIAL DISTRICT	
PROPOSED ZONING: CP-2 PLANNED GENERAL BUSINESS DISTRICT	
PARKING DATA: LOT 1	
SITE AREA: 2.33 ACRES	HOTEL 12,875 SF
PROPOSED USAGE: 12,875 SF	
TOTAL BUILDING AREA: 12,875 SF	PARKING:
REQUIRED: 90 + EMPLOYEES/2 (1 SPACE FOR EACH TWO EMPLOYEES, 1 SPACE FOR EACH GUEST ROOM)	
PROVIDED: 105 SPACES	PARKING DATA: LOT 2
SITE AREA: 1.47 ACRES	
PROPOSED USAGE: RESTAURANT	PARKING:
TOTAL BUILDING AREA: 6,000 SF	
REQUIRED: 1 SPACE FOR EACH THREE SEATS	PROVIDED: 60 SPACES (180 SEATS MAX)
PROVIDED: 60 SPACES (180 SEATS MAX)	
PARKING DATA: LOT 3	
SITE AREA: 1.96 ACRES	PARKING:
PROPOSED USAGE: OUTDOOR ELEVATED OBSTACLE COURSE	
TOTAL BUILDING AREA: 1,200 SF	PROVIDED: 36 SPACES
REQUIRED: TBD	
PARKING DATA: LOT 4	
SITE AREA: 0.84 ACRES	PARKING:
TOTAL BUILDING AREA: TBD	
REQUIRED: 4/1,000 GSF MIN	PROVIDED: TBD
PROVIDED: TBD	
ALL STALLS ARE 9' WIDE UNLESS NOTED	



WaterOne Infrastructure Map



VICINITY MAP
SEC. 04-12-25

SCALE: 1"=2000'

ZONED P-I
PLANNED INDUSTRIAL
PARK DISTRICT

ZONED SINGLE
FAMILY
RESIDENTIAL
DISTRICT

ZONED
MULTIPLE
RESIDENCE
DISTRICT

ZONED CP-2
PLANNED GENERAL
BUSINESS DISTRICT

ZONED CP-2
PLANNED
GENERAL
BUSINESS
DISTRICT

Rocks Water Main Extension
WaterOne estimate:
\$100,000

48th Street Crossing
WaterOne estimate:
\$13,000 - \$20,000

ALDI water main extension

L:\130099-220\CADD\CIVIL\PDPA\130099-220_PDP_REV1.DWG
LAYOUT: LAYOUT
XREF DWG1: NONE
XREF DWG2: NONE
XREF DWG3: NONE
XREF DWG4: NONE
BY: EDMCQUEEN
DATE: 10/13/2017

THE ROCKS

ROELAND PARK, KANSAS

PRELIMINARY DEVELOPMENT PLANS

PRELIMINARY DEVELOPMENT PLAN

SHAHER, KLINE & WARREN

11250 Corporate Avenue

Lenexa, KS 66219-1392

913.888.7800 FAX: 913.888.7868

SURVEYING | ENGINEERING | CONSTRUCTION

130099-220

SHEET NO.

1 OF 2

Designed By: MDM

Drawn By: ELM

Checked By: MDM

Issue Date: 04/10/17

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ROE POOL/CAVES SITE
REDEVELOPMENT
4/11/2017
Case 3

Both yellow highlighted
and blue highlighted will
be needed if fire flow
needs are over 1500 gpm

Woodson

Northeast
RPA

MAS_NEW_NODE

Blue highlighted main
needed if only 1500
gpm fire flow is required

LEGEND

RUN_DIAM

- less than 5.90000000
- 5.90000000 ~ 7.90000000
- 7.90000000 ~ 11.90000000
- 11.90000000 ~ 15.90000000
- 15.90000000 ~ 19.90000000
- 19.90000000 ~ 120.00000000

