CALL TO ORDER

INVOCATION Pastor Janice Hawley, Hillside Community Lutheran Church

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITIZEN PARTICIPATION

PRESENTATIONS:
2016 Re-cap and 2017 Projections for Police Department and Community Development/Public Works Department

CONSENT AGENDA:

The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

1. Approval of Minutes: February 23, 2017

2. Consider Approval of Special Event: Spring Break Activities, Spring Hill Recreation Commission

3. Consider Approval of Change Order No. 4: Street and Sidewalk Project, Ponzer-Youngquist, P.A.

4. Consider Approval of Contract: Aquatic Center Swim Lessons, YMCA

5. Consider Approval of Agreement: Microsoft (Azure)

6. Consider Approval of Interlocal Agreement: Johnson County Regional Interagency Operating Network (JCRION), NICHE Records Management System
FORMAL COUNCIL ACTION


8. Resolution No. 2017-R-04: Authorizing the issuance and delivery of $1,560,000 Principal amount of General Obligation Temporary Notes, Series 2017A (Dayton Creek Phase 1 Special Benefit District)

9. Appropriation Order 2017-03-09

ANNOUNCEMENTS and REPORTS

ADJOURN
A Regular Session of the City Council was held in the Spring Hill Community Center, 613 S. Race, Spring Hill, Kansas on February 23, 2017. The meeting convened at 7:00pm with Mayor Ellis presiding, and Glenda Gerrity, City Clerk recording.

Councilmembers in attendance: Chris Leaton
Clint Gillis
Floyd Koder
Scott Snavely
Andrea Hughes

Staff in attendance: City Administrator Jonathan Roberts arrived at 7:15pm
Police Chief Richard Mann
Finance Director Melanie Landis
Community Development Director Jim Hendershot

Consultants in attendance: City Attorney Frank Jenkins
City Engineer John Brann

ROLL CALL
The City Clerk called the roll of the City Council. With a quorum present, the meeting commenced.

APPROVAL OF THE AGENDA
Motion by Leaton, seconded by Gillis, to approve the agenda as presented. Motion carried 5-0-0

CITIZEN PARTICIPATION
There was no citizen participation.

PRESENTATION
The Chief of Police introduced Mr. Bob Hamilton who retired from the Johnson County Sheriff Office and is a Kansas Department of Transportation Law Enforcement Liaison that promotes traffic safety programs to Kansas law enforcement agencies. Mr. Hamilton presented the 2016 AAA Platinum Award in Community Traffic Safety to Chief Mann and Assistant Chief Brian Holmes with the Spring Hill Police Department. Mr. Hamilton stated that this was the second year that Spring Hill participated and was very congratulatory of reaching the top award so quickly. The Mayor extended his congratulations to the Police Department on this incredible accomplishment and appreciates all members of the department.

CONSENT AGENDA:
Motion by Leaton, seconded by Gillis, to approve the Consent Agenda as presented.

1. Approval of Minutes: February 9, 2017
2. Consider Special Event: Bronco Stampede 5K Walk & Run, Spring Hill High School — Students Against Destructive Decisions
3. Consider Acceptance of Easement: Off-Site Permanent Sanitary Sewer Easement, Dayton Creek Phase 1, Ponzer-Youngquist, P.A.

Motion carried 5-0-0.
FORMAL COUNCIL ACTION

5. Resolution No. 2017-R-03: Amending Resolution 2016-R-39 of the City of Spring Hill, KS relating to findings and determinations on the advisability of certain internal improvements in the City (Dayton Creek, Phase I Special Benefit District)

The Finance Director presented the resolution amending Resolution 2016-R-39 that was adopted on December 8, 2016, which authorized certain improvements to be made in connection with the Dayton Creek Phase I Special Benefit District. Prior to the adoption of Resolution 2016-R-39, a Petition was accepted by the City Clerk’s office with the description of the general nature of the proposed improvements and the estimated or probable cost of such improvements. The District boundary description contained in the Petition and the District boundary description contained in Resolution No. 2016-R-39 were not identical; therefore, it is necessary to amend the District boundary description set forth in Resolution No. 2016-R-39 to correspond with District boundary description set forth in the Petition.

Staff recommended approval of Resolution 2017-R-03 amending resolution 2016-R-39 of the City of Spring Hill, KS relating to findings and determinations on the advisability of certain internal improvements in the City (Dayton Creek, Phase I Special Benefit District)

Motion by Leaton, seconded by Gillis, to approve Resolution 2017-R-03 as stated. Motion carried 5-0-0.

The City Administrator arrived at the meeting.

6. Ordinance No. 2017-03: Annexation, Webster Street

The Community Development Director presented the ordinance for annexing street right-of-way of Webster Street north, from the intersection of 223rd Street.

On July 27, 2016, the Board of County Commissioners of Miami County adopted Resolution No. 16-07-026, consenting to the annexation by the City of Spring Hill of a tract of land consisting of right-of-way of Webster Street. The land constitutes the former right-of-way of US 169 that was deeded to the County by the State of Kansas upon relocation of US 169. The resolution determines that the annexation would promote the efficient utilization of public resources for one entity to be responsible for patrolling and enforcing the statutes and ordinances along the subject right-of-way.

Miami County executed a quit claim deed transferring ownership of a portion of the right-of-way in question that is not abutting previously annexed right-of-way. Because the subject right-of-way is either abutting property already within the City or is owned by the City, the City has the statutory authority to annex the right-of-way. Chief Mann concurs that it would be in the best interest of the City to annex the right-of-way in order to facilitate City enforcement of traffic laws within the designated roadways.

Staff recommends approval of the ordinance for annexing street right-of-way of Webster Street north, from the intersection of 223rd Street.

Motion by Leaton, seconded by Snavely, to approve Ordinance 2017-03 as stated. Motion carried by roll 5-0-0, Snavely-yea, Gillis-yea, Koder-yea, Hughes-yea, and Leaton-yea.

7. Appropriation Order 2017-02-23

Motion by Leaton, seconded by Snavely, to approve Appropriation Order No. 2017-02-23.

Motion carried 4-0-1 (Gillis). Mr. Gillis abstained due to a conflict of interest since his business was a payee in the appropriation order.
8. Board Appointments:
   Cemetery Board
   Green Board
   Planning Commission
   Public Safety Advisory Board

The Mayor presented the following slate of appointments for approval:

   Cemetery Board: Helen Hecke and Sharon Meek – Term to February 2020
   Green Board: Laila Reis – Term to February 2020
   Planning Commission: Troy Mitchell, Josh Nowlin and Tyler Vaughan – Term to February 2020 and
   Joshua Erhart – Term to February 2019
   Public Safety Advisory Board: Michael Gies – Term to February 2020

Motion by Leaton, seconded by Gillis, to approve the Board Appointments as a slate as stated. Motion carried 5-0-0.

EXECUTIVE SESSION – Attorney-Client Privilege Exception

Motion by Leaton, seconded by Gillis, to recess into Executive Session for 10 minutes under the Land Acquisition
Exception to the Kansas Open Meetings Act: Subject – Tax Foreclosure, Crossings of Spring Hill. The following
persons are to be in attendance: City Administrator, Director of Community Development, City Engineer, City
Attorney and Finance Director. Motion carried 5-0-0.

The meeting recessed at 7:30pm with the executive session to begin at 7:40pm.

The meeting reconvened at 7:50pm with everyone present.

Mayor Ellis announced that no votes were taken or decisions made during the executive session. The discussion was
limited to the subject stated.

ADJOURN
Motion by Leaton, seconded by Gillis, to adjourn. Motion carried 5-0-0.

The meeting adjourned at 7:51pm.

___________________________
Glenda Gerrity, City Clerk

Approved by the Governing Body on ________________.
**Consent Item:** Consideration of Special Event Permit – Spring Break, Spring Hill Recreation Commission (SHRC)

**Issue:** The SHRC is sponsoring youth activities for Spring Break at the Spring Hill Sports Complex on March 17, 2017, 1:00pm – 4:00pm. This event requires a Special Event Permit.

**Background:** The applicant submitted the required documents to the City Clerk. This is a new event for the community sponsored by the SHRC.

**Analysis:** The Spring Hill Parks Department, Spring Hill Police Department and Johnson County Fire District No. 2 reviewed the documents and have no issues to report. The event includes kickball, soccer, and tailgate games located throughout the Sports Complex. Parking is available in two parking lots. No services are being requested of the City.

**Legal Review:** The City’s Risk Manager reported that the insurance requirements have been met.

**Alternatives:** Approve the Special Event Permit  
Deny the Special Event Permit

**Funding Review or Budgetary Impact:** N/A

**Recommendation:** Request that the City Council approve the Special Event Permit for the SHRC for Spring Break activities at the Spring Hill Sports Complex on Friday, March 17, 2017, from 1:00pm – 4:00pm.

**Attachments:** Application  
   Permit
SPECIAL EVENT APPLICATION

Name of Event: Spring Break
Name of Business/Sponsor/Organization: SHRC
Type of Event: Youth
Address / Vicinity of Proposed Event / Route: Sports Complex
Application Date: 3/11/17 Start Date: 3/17/17 End Date: 3/17/17
Hours of Event: 1:00 - 4:00 pm

APPLICANT / AUTHORIZED REPRESENTATIVE

Name: Erin Ritter
Address: 16740 W 175th, City: Olathe, Zip: 66062
Phone: 913-542-2214 Fax: Email: erin@springhillrec.org

PROPERTY OWNER

Name: City of Spring Hill
Address: ________________ City: ________________ Zip: ________________
Phone: ________________ Fax: ________________ Email: ________________

EVENT SUPERVISOR (If other than the applicant)

Name: Erin Ritter
Address: ________________ City: ________________ Zip: ________________
Phone: ________________ Fax: ________________ Email: ________________

ATTACHMENTS INCLUDED:

____ List of Services requested to be provided by the City of Spring Hill
____ Site Plan showing the location of proposed activities and structures in relation to existing buildings, parking areas, streets and property lines.
____ Routes/Staging/Dispersion/Parking Plans
____ Flyer/Brochure/Advertisement of the event
____ If applicable, classification of dangerous and/or exotic animals
____ Sponsoring Agency’s Certificate of Insurance
____ Operator’s Certificate of Insurance
____ Completed Release

I UNDERSTAND THAT THE FACILITIES FOR THIS EVENT MUST BE INSPECTED PRIOR TO THE COMMENCEMENT OF OPERATION AND MUST CONFORM TO ALL REGULATIONS OF THE CITY OF SPRING HILL AS DESCRIBED IN THE SPRING HILL MUNICIPAL CODE TO INCLUDE BUT NOT LIMITED TO THE NATIONAL ELECTRICAL CODE. I UNDERSTAND THAT FAILURE TO COMPLY WITH THESE MAY RESULT IN PERMISSION TO OPERATE BEING WITHHELD UNTIL ALL CODES ARE MET.

{Signature} {Date} 3/11/17
APPLICANT’S SIGNATURE DATE
INDEMNIFICATION STATEMENT [Waiver of Liability]
INTERMEDIATE FORM:
COMPARATIVE FORM INDEMNITY OBLIGATION WITH DEFENSE OBLIGATION
To the fullest extent permitted by law,

Spring Hill Recreation Commission [hereafter referred to as OPERATOR and/or SPONSOR] shall indemnify, hold harmless and defend the city of Spring Hill, hereafter referred to as the CITY, and all of its appointed and elected officials, agents, officials and employees from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees arising out of or resulting from the conduct or management of the Special Event, known as

Spring Break 2 and any condition created in or about the Special Event or any accident, injury or damage whatsoever occurring or at the Special Event, provided that any such claim, damage, loss or expense: (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any alleged act or omission of the OPERATOR / SPONSOR or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether it is caused in part by the negligent act or omission of the CITY or any of its appointed and elected officials, agents, officials and employees. Notwithstanding the foregoing, the special event OPERATOR’S / SPONSOR’S obligation to indemnify the CITY or any of its appointed and elected officials, agents, officials and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence of the CITY in contributing to such claim, damage, loss and expense. In any and all claims against the CITY or any of its appointed and elected officials, agents, officials and employees, by any employee of the OPERATOR and/or SPONSOR, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for OPERATOR and/or SPONSOR under workers compensation acts, disability benefit acts or other employee benefit acts. Such workers compensation policies or plans maintained on behalf of OPERATOR and/or SPONSOR shall waive subrogation against the CITY.

Date: 3/8/17

Title

President

BE IT REMEMBERED that on this 2nd day of March, 2017, before me, the
undersigned, a notary public in and for the County and State aforesaid, came Joel Johnson (Name)

(Paid President) of Spring Hill Recreation Commission (Business/Sponsor/Organization)

who is personally known to me to be the person who executed, as such officer, the within instrument on behalf of said entity and such person

as such officer and the person who executed the same to be the voluntary act and deed of said entity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal and the day and year last above written.

Notary Public

My Commission Expires:

October 20, 2020

(SEAL)

MARIE H. HANEY
Notary Public, State of Kansas
My appointment expires 10/20/2020
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Reilly Company LLC
608 Delaware St.
P.O. Box 9
Leavenworth KS 66048-0009

INSURED
Spring Hill Recreation Commission
P.O. Box 26
401 N. Madison Street
Spring Hill KS 66083

COVERAGES

<table>
<thead>
<tr>
<th>INSURER A</th>
<th>INSURER B</th>
<th>INSURER C</th>
<th>INSURER D</th>
<th>INSURER E</th>
<th>INSURER F</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Bend Insurance Company</td>
<td>AmTrust North America Inc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

RE: Family Camping Night; Big Truck Event; Movie in the Park; Daffodil Days; and Fishing Derby. City of Spring Hill is as an additional insured as respects General Liability with reference to the listed and non-listed events being held by Spring Hill Recreation Commission.

CERTIFICATE HOLDER
City of Spring Hill
401 N. Madison
Spring Hill, KS 66083

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kevin O'Brien/SHIPHI

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
Spring Break 2017
Friday, March 17
1:00-4:00pm
SHRC Complex

We Thank Our Sponsors!

-State Bank of Spring Hill-
-Spring Hill Veterinary Clinic-
-Travanse Living at Olathe-
-Olathe Medical Center, Inc-
-First Option Bank-
-Yang's Martial Arts-
-Niffe Printing Inc-
-SHRC-

CERTIFICATE OF EVENT APPROVAL

Special Event: Spring Break

Applicant: Erin Ritter

Sponsoring Organization: Spring Hill Recreation Commission

Event Supervisor: Erin Ritter

Contact Number: 913-592-2214 ext. 102

Date and Times of Event: Saturday, March 17, 2017  1:00pm – 4:00pm

Type of Event: Youth Activities to include kick ball, soccer and tailgate games

Location of Event: Spring Hill Sports Complex, 900 N. Washington, Spring Hill, Kansas

Route (if applicable): N/A

Additional Comments or Conditions:

This form shall be in the possession of the event supervisor or their representative at the event site and shall be presented upon request to any officer of the Police Department prior to or during the event.

If Traffic Control assistance is required, it is the responsibility of the applicant/sponsor to make arrangements for traffic signs or personnel as directed by the City of Spring Hill Police Department, 913-592-2700, and Streets Department, 913-592-3317.

Failure to adhere to requirements of conditions contained herein will render this approval void.

The City of Spring Hill, Kansas, shall be held harmless from any liability resulting from the conduct of this event.

Issued by:

__________________________________ Date: __________________________
Mayor

Attest:

_________________________________
City Clerk
AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JOHN BRANN
MEETING DATE: MARCH 9, 2017
DATE: MARCH 2, 2017

Consent / Formal Action / Discussion Item: Consent

**Issue:** Approval of Change Order No. 4 for concrete collars for Section 1, reduction of asphalt base quantities for Section 2, change in fence replacement for Section 2 and a time extension.

**Background:** During the construction of the Section 1 improvements (Webster Street acceleration lane), two existing storm sewer pipes were to be extended and end sections added. The existing 30” concrete pipe under 207th Street had a different outside diameter than anticipated and the standard end section to be installed did not fit correctly. Also the existing 24” CMP north of 207th Street was also to be extended and an end section added. It was discovered that the existing 24” CMP was connected to an existing 2’ x 2’ RCB. To make both new end section work, the contractor had to add concrete collars around each connection point. The contractor’s cost for each collar is $500.00 for a total change of $1,000.00.

After completion of the asphalt base for the west lake park access road (Section 2), the total quantity of asphalt installed, base on weight tickets collected, was 2,683.02 tons. This quantity was confirmed by the contractor. The amount in the bid was 2,835 tons. The contract amount will be reduced by 151.98 tons at $70.00 per ton for a total deduct of $10,638.60.

The property owner to the west of the new access road, Corey Bacon, granted an easement for the work on his property in exchange for compensation. Part of the compensation was the replacement of approximately 225 feet of his existing fence that would be removed as part of the construction. The cost of this fence replacement was approved as part of Change Order No.3 (225 LF @ $14.00 per LF or $3,150.00). I mistakenly told the contractor to provide a cost to replace the fence with like material (four single strands of wire with steel posts). I forgot the review the agreement negotiated by our right of way agent which stated that the replacement fence would be woven wire with steel posts. After presenting this to the contractor, the cost for the fence replacement will be $17.00 per LF or $3,825.00. This will be an increase of $675.00.

Because of numerous project delays due to easements issues, utility relocation delays and weather delays, the contractor was unable to complete Sections 1 and 2 within the contract time. One of the items yet to be completed is the 2” asphalt surface for the west lake park access road. Currently all asphalt plant are closed and will not open until temperatures are consistently in the 40’s and 50’s. For all of these reasons, the contractor is requesting a time extension to April 30, 2017. This will amount to a total of 113 days
added to the date for substantial completion, March 31, 2017 and 143 days added to the date of final completion, April 30, 2017.

**Analysis:** This change order will result in an increase in the cost for Section 1 of $1,000.00 of which the county will contribute 50%. The increased cost to the city will be $500.00. The change order will result in a net decrease in the cost of Section 2 of $9,963.60. Change Order No. 4 will result in a net reduction in the overall project cost of $8,963.60.

**Funding Review or Budgetary Impact:** This recommendation is being presented in accordance with Section 7 of the Spring Hill Purchasing Policy. The expenditures for Section 1 will be paid from the City’s street fund and the expenditures for Section 2 will be paid from the City’s special sales tax fund.

**Recommendation:** We recommend the City accept Change Order No. 4 in the amount of ($8,963.60).

**Attachments:** Change Order No. 4.
# CONTRACT CHANGE ORDER

**OWNER:**
CITY OF SPRING HILL, KANSAS

**DATE:**
03/01/17

**JOB NO.:**
246-215099.2

**PROJECT:**
STREET AND SIDEWALK IMPROVEMENTS

**CHANGE ORDER NO.:**
4

**CONTRACTOR:**
Kansas Heavy Construction, LLC
P.O. Box 860603
Shawnee, KS 66286

**COMPLETION DATES:**
Original / Revised
Substantial: 11-15-16 / 3-31-17
Final: 12-15-16 / 4-30-17

---

You are hereby directed to make the following changes to the subject Contract Documents:

<table>
<thead>
<tr>
<th>Item (a)</th>
<th>Description</th>
<th>Increase in Contract Price (c)</th>
<th>Decrease in Contract Price (d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-15a</td>
<td>Section 1 - Webster Street Acceleration Lane</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ADD 2 Concrete Collars for Storm Sewer End Sections @ $500.00 per EA</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>2-4</td>
<td>Section 2 - West Lake Park Access Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DELETE 151.98 Tons of 8&quot; Asphalt Base @ $70.00 per Ton</td>
<td></td>
<td>($10,638.60)</td>
</tr>
<tr>
<td></td>
<td>ADD 143 days to contract time due to weather and easement delays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-26</td>
<td>ADD 225 LF of woven wire fence @ $17.00 per LF</td>
<td>3,825.00</td>
<td></td>
</tr>
<tr>
<td>2-26</td>
<td>DELETE 225 LF of 4 strand wire fence @ $14.00 per LF</td>
<td></td>
<td>($3,150.00)</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$4,825.00</td>
<td>($13,788.60)</td>
</tr>
</tbody>
</table>

---

1. Original Contract Amount
   $845,519.50
2. This Change Order (c-d) ADD/DEDUCT
   $-8,963.60
3. Previous Change Order ADD/DEDUCT
   $154,237.50
4. Total (line 2+3) ADD/DEDUCT
   $145,273.90
5. Revised Contract Amount (line 1+4)
   $990,793.40

The time provided in the Agreement is unchanged by ___0___ calendar days.

Recommended by (Engineer): [Signature]  Date 3/2/17

Accepted by (Contractor): [Signature]  Date 3/2/17

Approved by (Owner): [Signature]  Date 3/2/17

---

Distribution:  [ ] Owner  [ ] Contractor  [ ] Engineer  [ ] Resident Project Representative  [ ] Other
Consent Action Item

Issue: Facility Usage agreement with the YMCA of Greater Kansas City

Background: For the last two years, the YMCA has successfully taught their certified swim program in our facility for group lessons. Aquatic Center staff continues to provide private lessons.

Analysis: The swim lesson program carries with it the reputation of the YMCA which has had a successful program for many years at multiple locations. Group lessons will be provided in two sessions providing multiple lessons over the course of two weeks for each of the classes offered. The agreement includes a cost per class and in the event that a class does not fill, the City will not be charged for these classes as long as proper notice is given. The agreement allows the flexibility of offering additional classes based on community interest. Lifeguards and a facility manager will be provided by the Aquatic Center during group swim lessons.

Alternatives:
1. Approve the facility usage agreement with the YMCA.
2. Deny the facility usage agreement with the YMCA.
3. Table the issue and direct staff to further research.

Funding Review or Budgetary Impact: Aquatic Center expenses, including the cost of swim lessons through the YMCA, are paid from the Aquatic Center department budget within the general fund. Expenses related to this agreement will be offset by the revenues generated from class registration fees.

Recommendation: Staff recommends that the Council approve the facility usage agreement with the YMCA for the 2017 season.

Attachments:
1) Facility usage agreement
FACILITY USAGE AGREEMENT

THIS FACILITY USAGE AGREEMENT (the “Agreement”), dated as of ______, 2017 is made and between the YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER KANSAS CITY (the “YMCA”), a Missouri nonprofit corporation, and THE CITY OF SPRING HILL, KANSAS, a Kansas municipal corporation (the “CITY”). Said “parties” or a “party”, intending to be legally bound, and for the mutual benefits and good and sufficient considerations set out below, hereby agree as follows:

RECITALS:

A. The CITY owns and operates a facility located in the City of Spring Hill, Kansas, known as the Spring Hill Aquatic Center (the “Center”) which includes a swimming pool and locker rooms (the “Amenities”), and the YMCA desires to utilize the Center for its YMCA Swim Lesson program during the 2017 swim season;
B. The YMCA has provided continuous service to the Kansas City metropolitan community for more than 150 years in the areas of youth development, health living and social responsibility and is committed to strengthening the foundations of community by working closely with community leaders, program and member participants, and key partners;
C. The primary purpose of the YMCA is to promote the spiritual, intellectual, social and physical welfare of all persons. To further promote the YMCA’s primary purpose in the area, the CITY has agreed to enter into an arrangement pursuant to which the YMCA will provide the YMCA Swim Lesson program during the 2017 swim season where participants may access the Center upon the terms and conditions set forth herein;

NOW, THEREFORE, in furtherance of the purposes set forth above, the parties hereto agree as follows:

1. Grant to YMCA. The CITY grants the YMCA the right to use the Amenities pursuant to a program schedule as it may be reasonably amended and agreed upon by the CITY and YMCA during the term of this Agreement.

2. Scheduling. Representatives of the CITY and the YMCA shall meet to determine the written schedules for the YMCA’s usage of the Amenities. The agreed upon schedules shall be in writing for the period beginning June 23, 2017 and ending July 31, 2017. Notwithstanding the above, the CITY shall not be required to operate the facility during hours different than the normal hours of operation.

3. CITY Resources. The CITY will manage and provide ample parking for all participants, parents, community attendees and associates for the YMCA’s use of the Amenities pursuant to this Agreement. The CITY is responsible to provide a 1:25 lifeguards to participant ratio (one (1) lifeguard to every twenty-five (25) participants) per YMCA policies and procedures. The CITY will provide all on-deck and locker-room supervision.
4. **YMCA Resources.** The YMCA will provide the YMCA Swim Lesson program instructors and materials for the duration of the session(s).

5. **Fees and cancellation exceptions.** For delivery of the YMCA Swim Lesson program, the City will pay the YMCA a fee totaling $6,580 in two payments of $3,290.00 each on June 23, 2017 and July 21, 2017. Total of 36 classes being offered. For each class cancelled three days in advance of the scheduled start date, a credit against the total fee will be applied in the amount of $182.78

6. **Term and Termination.** The term of this Agreement shall commence upon date of signing and terminate July 31, 2017. The City and the YMCA agree that either party may terminate this Agreement, for any reasons or no reason at all, without penalty or liability by giving 60 days written notice. In the event of such termination, the CITY will pay the YMCA those fees earned to date of termination.

7. **Restriction on Use; Rules and Regulations.** The YMCA shall use the Amenities solely for the purposes of its programs described in Section 1 above and no other purposes. The usage of the Amenities by the YMCA shall be in such a manner so as not to interfere with the CITY operation of its business at the Center. Each party shall abide by all pertinent state and local statutes, ordinances and regulations.

8. **Indemnification.** The CITY shall defend, hold harmless and indemnify the YMCA and its affiliates, officers, employees, agents, and directors, from and against all claims, liabilities, costs, damages, expenses and attorneys’ fees arising solely from the alleged negligent acts or omissions or willful misconduct of the CITY or its employees that occur while the CITY is fulfilling duties under this Agreement.

   The YMCA shall defend, hold harmless and indemnify the CITY, its officers, employees, agents, Mayor and City Council members, from and against all claims, liabilities, costs, damages, expenses and attorneys’ fees arising solely from the alleged negligent acts or omissions or willful misconduct of the YMCA or its agents, contractors or employees that occur while the YMCA is fulfilling its duties or the result from its participants use of the CITY’s Center and Amenities under this Agreement.

   Each party agrees to tender the defense of any such claim for which indemnification is sought to the other indemnifying party and agrees to reasonably cooperate fully with the indemnifying party in the defense of the claim. YMCA staff and participants will sign the standard YMCA participation waiver, and, if applicable, the standard Guest Waiver forms form provided by the CITY. YMCA shall provide CITY a copy of all such signed waivers obtained by the YMCA.

9. **Insurance.** The YMCA shall obtain and provide insurance coverage with respect to activities of the YMCA contemplated under this agreement. The nature and amounts of such coverage are described in attached **Exhibit A.** Before June 1, 2017, the YMCA shall provide the CITY a Certificate of Insurance naming the CITY as an Additional insured. The Certificate of Insurance shall agree to provide the CITY at least ten (10) days prior written notice of any terminations, cancellations, lapse, or material alteration in coverage.
10. **Insurance Procured by CITY.** The CITY shall obtain and provide insurance coverage with respect to activities of the CITY contemplated under this agreement. The nature and amounts of such coverage are described in attached Exhibit B. Before June 1, 2017, the CITY shall provide the YMCA a Certificate of Insurance naming the YMCA as an additional insured. The Certificate of Insurance shall agree to provide the YMCA at least ten (10) days prior written notice of any terminations, cancellations, lapse, or material alteration in coverage.

11. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement. Except where expressly stated to be in a party’s sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Agreement that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed nor will any other determinations which must be made by a party in the course of performing and administering this Agreement be unreasonably made. The CITY and the YMCA each also agree to cooperate with and reasonably assist each other in good faith in carrying out the purpose and intent of this Agreement. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) days after it is requested in writing or it shall be deemed given.

12. **Default; Cure Rights; Remedies.** In the event either party fails to perform any of its obligations under this Agreement for a period of ten (10) days after written notice from the other party describing such failure, without further notice the non-performing party shall be deemed in default hereunder and the other party shall have such rights and remedies as are provided at law and equity generally for the type of default in question.

13. **Force Majeure.** If, by reason of force majeure, either party is unable in whole or in part to carry out its obligations under this Agreement, such party shall not be deemed in default during the continuance of such inability, provided reasonably prompt notice thereof is given to the other party. The term “force majeure” as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies or military authority; insurrections, riots, terrorist acts; landslides, earthquakes; fires; storms, drought, floods or other severe weather conditions; explosions; breaks or accident to HVAC, utility lines, machinery, or waste disposal systems; or any other cause or event not reasonably within the control of such party and not resulting from its negligence or intentional wrongful acts or omissions. Provided, however, that this Section shall not be applicable to payments of monies due under this Agreement.

14. **Notices.** All notices required or desired to be given hereunder shall be in writing, and all such notices and other written documents required or desired to be given hereunder shall be hand delivered, or sent by registered or certified mail, electronic mail or by a recognized overnight delivery service such as Federal Express, as follows:
If to the Commission:  City of Spring Hill, Kansas  
401 N. Madison, Room 18  
P.O. Box 424  
Spring Hill, KS 66083  
Attn: Glenda Gerrity, City Clerk  
Email: glenda.gerrity@springhillks.gov

If to the YMCA:  YMCA of Greater Kansas  
3100 Broadway, Suite 1020  
Kansas Commission, MO 64111  
Attn: Chief Operating Officer, Kelli McClure  
Email: kellimcclure@kansascityymca.org

Notices shall be deemed duly given upon hand delivery, or upon mailing, first class postage or overnight delivery charge prepaid, addressed as above indicated.

15. **General Provisions.** This Agreement constitutes the complete understanding between the parties regarding the subject matter hereof, superseding all prior and contemporaneous understandings and agreements between them, oral and written, on the same subject. This Agreement shall be construed in accordance with the laws of the State of Kansas except those pertaining to conflicts of law. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign its rights or interests under this Agreement without the prior written consent of the other party. Should any part, term or provision of this Agreement be declared illegal or in conflict with any law, rule, or regulation, the validity of the remaining portion, terms, or provisions shall not be affected thereby. The Recitals set forth at the beginning of this Agreement are true and correct and an important part of this Agreement and shall be given full force and effect. The captions at the beginning of Sections are used for convenience only and are not to be used in attempting to construe any part of this Agreement. None of the provisions of this Agreement may be amended without the written consent of both parties. Any waiver by a party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound. Each person executing this Agreement is a representative and warrants and represents that such person has the authority to do so and will furnish proof of such authority in customary form upon request of the other party. This Agreement may be executed at different times and in any number of originals or counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument. In proving or enforcing this Agreement, it shall only be necessary to produce one such counterpart executed by the party against whom enforcement is sought.

16. **Electronic Transactions.** The parties agree that the transaction described herein may be conducted and this Agreement and related documents (including signatures of parties to this Agreement and related documents) may be stored by electronic means. Copies,
telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

17. **Optional Evidence of Execution.** Each party may enter into this Agreement by sending the other party a facsimile (fax) or PDF e-mail copy of its signature hereon with such party, upon request, to provide the other party with an original executed copy of this Agreement as soon as reasonably possible thereafter.

18. **Venue; Attorneys’ Fees.** Any litigations arising out of or related to this Agreement shall be brought only in the District Court of Johnson County, Kansas, and in no other Court or location. In any such litigation, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and expenses incurred in litigation.

19. **Compliance with Kansas Act against Discrimination and Other Discrimination Laws.** To the extent applicable, with respect to all services and activities to be performed by either party under this Agreement, each party agrees to comply with requirements of K.S.A. 44-1030 of the Kansas Acts against Discrimination. Each party further agrees to comply with all ADA, Civil Rights Act, and Age Discrimination and Employment Act (ADEA) requirements and obligations. Each party agrees to indemnify and hold the other harmless from any failure by a party to comply with all such requirements with respect to performance of the services and activities contemplated under the Agreement.

20. **Application of Kansas Tort Claim Act.** The CITY is a governmental entity within the meaning of K.S.A 75-6106 (Kansas Tort Claims Act). The liability for each of the acts or omissions of its officers, employees, agents, CITY Council members and Mayor shall be determined pursuant to the provisions of the Act. The CITY shall not be deemed to have waived any defense available to it under the provisions of the Act, whether with respect to the YMCAS or to third parties.

21. **Relationship of the Parties:** The CITY and the YMCA are separate entities. Nothing in this Agreement shall be constructed to create or imply an agency, participation or joint venture between the parties hereto, nor shall any CITY Council member, Mayor, officer, director, employee or agent of either party be deemed to be a CITY Council Member, Mayor, officer, director, employee or agent of the other party for any purpose.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed as of the date first above written.
“CITY”
CITY OF SPRING HILL, KANSAS, a municipality organized under the State of Kansas

Signed: __________________________________________
Steven M. Ellis, Mayor

ATTEST:
Glenda Gerrity, City Clerk
(SEAL)

APPROVED AS TO FORM:

Frank H. Jenkins, Jr., City Attorney

“YMCA”
YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER KANSAS CITY, a Missouri nonprofit corporation and Charitable Organization

Signed: __________________________________________

Printed: __________________________________________

Title: __________________________________________
I. EXHIBIT A

Insurance Coverage to be provided by YMCA

We require that you provide us with evidence of insurance with the minimum requirements outlined below:

II. Commercial General Liability (Occurrence Form)
   General Aggregate (other than Prod/Comp Ops Liability) $2,000,000
   Products/Completed Operations Aggregate $2,000,000
   Personal & Advertising Injury Liability $1,000,000
   Each Occurrence $1,000,000

Above coverage to include abuse and molestation. The City of Spring Hill and Spring Hill Recreation Commission are to be named as additional insured on a primary basis.

III. Employment Practices Liability (Including third party coverage)
   Each Claim and Aggregate $1,000,000

Above coverage to include third party discrimination and harassment, including sexual harassment.

IV. Workers Compensation and Employer’s Liability
   Workers’ Compensation State Statutory Limits
   Employer’s Liability
   Bodily Injury by Accident $500,000 each accident
   Bodily Injury by Disease $500,000 policy limit
   Bodily Injury by Disease $500,000 each employee

V. Umbrella Liability
   Each Occurrence and Aggregate $2,000,000

Above coverage to include abuse and molestation. The City of Spring Hill and Spring Hill Recreation Commission are to be named as additional insured on a primary basis.
VI. **Property**

Property of Others in Your Care, Custody & Control $ N/A

The above coverages must be placed with an insurance company with an A.M. Best rating of A-: VII or better.

VII. **EXHIBIT B**

**Insurance Coverage to be provided by CITY**

We require that you provide us with evidence of insurance with the minimum requirements outlined below:

VIII. **Commercial General Liability (Occurrence Form)**

- General Aggregate (other than Prod/Comp Ops Liability) $2,000,000
- Products/Completed Operations Aggregate $2,000,000
- Personal & Advertising Injury Liability $1,000,000
- Each Occurrence $1,000,000

Above coverage to include abuse and molestation. The YMCA of Greater Kansas City is to be named additional insured on a primary basis.

IX. **Employment Practices Liability (Including third party coverage)**

- Each Claim and Aggregate $1,000,000

Above coverage to include third party discrimination and harassment, including sexual harassment.

X. **Workers Compensation and Employer’s Liability**

- Workers’ Compensation State Statutory Limits
- Employer’s Liability
  - Bodily Injury by Accident $500,000 each accident
  - Bodily Injury by Disease $500,000 policy limit
  - Bodily Injury by Disease $500,000 each employee
XI. Umbrella Liability

Each Occurrence and Aggregate $2,000,000

XII. Property

Property of Others in Your Care, Custody & Control $ \text{N/A}

The above coverages must be placed with an insurance company with an A.M. Best rating of A- : VII or better.
Consent - Issue: Microsoft Server and Cloud program enrollment

Background/Analysis: In October of 2016, City Council approved an updated agreement with Microsoft for offsite backup storage of data. Since that time, a need for change in program enrollment has occurred due to cost. The form provided to the Council for consideration at this time is simply deleting the Enterprise solution from the agreement. No additional language has been changed and the remainder of the previously approved forms are still valid.

As a reminder, the proposed solution provides security and redundancy through the government cloud option best suiting the needs of the City of Spring Hill. Data backup will occur on a regular basis to a Microsoft server and when the city needs to retrieve that information then it is more readily available through an internet connection which offers reduced down times and more options for a relocation of administrative operations if needed.

As with all Microsoft services, enrollment and services are provided through an approved third party reseller which is SHI International Corp as provided within the server and cloud enrollment –state and local document.

Legal Review: The State of Kansas has entered into a negotiated agreement with Microsoft and local government has the benefit of receiving the same negotiated terms and prices that the State of Kansas has agreed to. The documents have been reviewed by Frank Jenkins, City Attorney.

Funding Review or Budgetary Impact: Currently the premium support for government is free with the initial investment of zero dollars and services used are invoiced quarterly.

Alternatives:
1. Approve change to program signature form as part of the previously approved Microsoft government server and cloud program.
2. Deny request.
3. Table the issue and direct staff to further research.

Recommendation: City staff and Alexander Open Systems (City’s IT consultants) recommend approving the change to the program signature form for the Microsoft government server and cloud program.

Attachments:
Program Signature Form
Program Signature Form

MBA/MBSA number

Agreement number 01E73455

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

<table>
<thead>
<tr>
<th>Contract Document</th>
<th>Number or Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Server and Cloud Enrollment</td>
<td>X20-12490</td>
</tr>
<tr>
<td>Product Selection Form</td>
<td>X20-12505</td>
</tr>
</tbody>
</table>

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer

Name of Entity (must be legal entity name)* City Of Spring Hill

Signature*

Printed First and Last Name*

Printed Title

Signature Date*

Tax ID

* indicates required field

Microsoft Affiliate

Microsoft Corporation

Signature

Printed First and Last Name

Printed Title

Signature Date

(date Microsoft Affiliate countersigns)

Agreement Effective Date

(may be different than Microsoft’s signature date)
Optional 2nd Customer signature or Outsourcer signature (if applicable)

<table>
<thead>
<tr>
<th><strong>Customer</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Entity (must be legal entity name)*</td>
</tr>
<tr>
<td>Signature*</td>
</tr>
<tr>
<td>Printed First and Last Name*</td>
</tr>
<tr>
<td>Printed Title</td>
</tr>
<tr>
<td>Signature Date*</td>
</tr>
</tbody>
</table>

* indicates required field

<table>
<thead>
<tr>
<th><strong>Outsourcer</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Entity (must be legal entity name)*</td>
</tr>
<tr>
<td>Signature*</td>
</tr>
<tr>
<td>Printed First and Last Name*</td>
</tr>
<tr>
<td>Printed Title</td>
</tr>
<tr>
<td>Signature Date*</td>
</tr>
</tbody>
</table>

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer’s channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
Dept. 551, Volume Licensing  
6100 Neil Road, Suite 210  
Reno, Nevada 89511-1137  
USA
Consent Action: Approve the Mayor to sign the RMS JCRION Agreement

Issue: Approval of new RMS JCRION contract.

Background: In October 2013, the Police department began utilizing I/LEADS-Records Management Software to enter reports in real time. It stores and retrieves information on incidents/offenses, arrests, warrants, property, case management, pawned property, and field interviews. This allows for cross-jurisdictional communications and collaboration, pinpoint incident trends, and take appropriate measures to reduce the risks of specific types of crimes. However, I/LEADS will not be supported any longer and a new RMS is needed to continue the same format as above.

Analysis: All law enforcement agencies in Johnson County that utilize I/LEADS have integrated to a new RMS called JCRION. Johnson County has taken the lead role in managing JCRION and all agencies have begun to create specific department programs in JCRION. JCRION is utilized by several large agencies across the country and abroad. Administrative Assistant Sparks and Sgt. Wipf with Spring Hill are in charge of creating JCRION for Spring Hill PD. They have attended many classes in developing JCRION for Spring Hill and will continue until the program is complete. The purpose for the approval of the agreement, is all city mayors and chiefs of police sign an inter-local agency as described in the agreement. The startup cost for the first year to implement JCRION, will cost $868 if program is ready to implement in 2017.

Alternatives: Approve JCRION agreement
Deny the contract
Table the item for further discussion

Legal Review: Mr. Jenkins has reviewed and approved the agreement. Johnson County agencies that will utilize JCRION, have agreed to the terms associated with the agreement.

Funding Review or Budgetary Impact: This program is budgeted within the 2017 police department budget.

Recommendation: It is staffs recommendation that the City Council approve the RMS JCRION agreement.

Attachments: JCRION agreement.
THIS AGREEMENT, made and entered into this _____day of _____________ 2017, by and among the Board of County Commissioners of Johnson County, Kansas (“County”); the Johnson County Sheriff; the Johnson County District Attorney; the Board of Park and Recreation Commissioners of the Johnson County Park & Recreation District; the City of Fairway, Kansas; the City of Gardner, Kansas; the City of Leawood, Kansas; the City of Lenexa, Kansas; the City of Merriam, Kansas; the City of Mission, Kansas; the City of Olathe, Kansas; the City of Overland Park, Kansas; the City of Roeland Park, Kansas; the City of Prairie Village, Kansas; the City of Shawnee, Kansas; the City of Spring Hill, Kansas; and the City of Westwood, Kansas (the parties collectively referred to as “Participants”), each duly having been organized and now existing under the laws of the State of Kansas.

WITNESSETH:

WHEREAS, the Participants wish to mutually cooperate with each other and potentially with other certain area cities or public agencies who may hereafter join in this effort by addendum to this Agreement, to provide a law enforcement records management system that will be shared with each other in an effort to more efficiently obtain, assess and utilize criminal justice information; and

WHEREAS, the Kansas Interlocal Cooperation Act, K.S.A. 12-2901 et seq., and amendments thereto (hereinafter “Act”), permits local government units, including the Participants to this Agreement, to make the most efficient use of their powers by enabling them to cooperate with other localities, persons, associations and corporations on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, K.S.A. 2016 Supp. 12-2904 and amendments thereto authorizes the Participants, as public agencies defined under the Act, and other like and similarly situated public agencies, to cooperate by agreement in providing a coordinated records management system for the benefit of the citizens of Johnson County, Kansas; and

WHEREAS, each of the Participants desires to enter into this Agreement as authorized by the Act for the purposes stated herein.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, conditions and promises hereinafter contained, and for other good and valuable consideration, the Participants hereto agree as follows:

I. PURPOSE.
The Participants hereby agree to mutually cooperate in operating and maintaining a law enforcement records management system to be known as the Johnson County Regional Interagency Operating Network (JCRION), which will be shared with each other in an effort to more efficiently obtain, assess and utilize criminal justice information; and further, the Participants acknowledge and agree that like and similarly situated public agencies may elect to join in this effort after approval by majority vote of Participants and by executing an agreement to participate that incorporates the terms of this Agreement, specifies the funding participation of the public agency, and is in a form that is substantially similar to the form attached to this Agreement, as Exhibit 1.

II. RECORDS MANAGEMENT PROGRAM.

The Participants agree that JCRION shall be implemented and managed through the Interagency Policy Agreement, which is attached to this Agreement, as Exhibit 2. By executing this Agreement, each Participant is hereby agreeing to the terms and conditions of the Interagency Policy Agreement, its appendices, and any amendments thereto.

III. FUNDING PARTICIPATION.

The Participants agree to share in and contribute to the financial obligations related to the administration and operation of JCRION as detailed in the Interagency Policy Agreement. The Participants understand and agree that the Participants are only obligated to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the Participant’s current budget year. In the event a Participant does not so budget and appropriate the funds, the Participants acknowledge and agree that such lack of funding shall be deemed a termination by such Participant at the end of the then current term and the termination provisions of Section V shall apply.

IV. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each of the Participants, approval by the Attorney General of Kansas, and filing with the Department of Records and Tax Administration (in its capacity as Register of Deeds) and the Kansas Secretary of State, whichever occurs last, and shall be and remain effective for an initial term ending on December 31, 2022 and thereafter shall be automatically renewed for periods of one (1) year each, based on a calendar year, unless a Participant terminates the agreement in writing according to Paragraph V. of this Agreement.

V. TERMINATION.

Any Participant may withdraw from this Agreement by notifying the County in writing by the date set forth in the Interagency Policy Agreement and by payment of the termination fees set forth in the Interagency Policy Agreement. Any such termination by a Participant shall be effective upon the anniversary date of such Participant’s first use (“Go Live” date) of JCRION system following notice of termination. A terminating Participant shall pay the termination fees described in the Interagency Policy Agreement. Termination by a Participant shall not relieve
such Participant of its funding contribution for the then current calendar year during which the
Participant has terminated, nor shall a terminating Participant be entitled to a refund of any
amounts paid hereunder. The County will notify all Participants of any individual Participant’s
termination notice within thirty days of receiving the notice.

VI. ADDITIONAL PARTICIPANTS.

Any municipality or public agency engaged in law enforcement may request to become a
Participant. Requests to participate shall be reviewed by the Executive Council. Approval by
majority vote of the Executive Council and execution of a written agreement accepting and
agreeing to the terms and conditions of this Agreement, which form shall be substantially similar
to the form attached hereto as Exhibit 1, is required to become a Participant. As of the effective
date of such agreement, the municipality or public agency shall become a Participant with all the
same rights, benefits, and obligations under this Agreement. A new Participant shall pay the
amount calculated under the Interagency Policy Agreement for that Participant for the then
current term, which shall include licensing, hosting, and maintenance fees and which shall be
decreased pro rata based upon the effective date of the written agreement by which the additional
Participant joins in this Agreement. The County shall bill new Participants, who shall pay all
such amounts described in this paragraph to the County within thirty (30) days of receipt of an
invoice from the County.

VII. NOTICES.

Any notices, demands or requests required by this Agreement shall be sent to all
Participants hereto by U.S. mail, postage prepaid, as set forth below each Participant’s signature.

VIII. INDEMNIFICATION.

Subject to the immunity and maximum liability provisions of the Kansas Tort Claims Act
and to the extent allowed by law, each Participant agrees to protect, defend, indemnify and hold
other Participants to this Agreement and their officers, employees and agents free and harmless
from and against any and all determinable losses, penalties, damages, settlements, costs, charges,
professional fees, or other expenses or liabilities of every kind and character arising out of or
relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of
action of every kind and character (hereinafter “claims”), in connection with, relating to, or
arising directly or indirectly out of such Participant’s error, omission or negligence in its
performance or responsibilities hereunder. Under no circumstances shall any Participant be
liable for any indirect, incidental, special, punitive, or consequential damages or losses resulting
from or arising out of or connected with this Agreement. Nothing in this section shall be deemed
to relieve any Participant of any obligation or responsibility imposed upon it by law in
accordance with K.S.A. 2016 Supp. 12-2904(f). The parties to this Agreement do not
contemplate nor intend, and there shall be no third party beneficiaries to this Agreement.

IX. GOVERNING LAW.

Interpretation of this Agreement and disputes arising out of or related to this Agreement
will be subject to and governed by the laws of the State of Kansas. Jurisdiction and venue for any
suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

X. PROPERTY.

No property, real or personal, shall be acquired jointly by the Participants under the terms of this Agreement. All hardware and software purchased by the County for the operation of JCRION shall remain the property of the County. If a JCRION AGENCY terminates membership under this Agreement, the JCRION AGENCY will retain the licenses purchased as part of this Agreement.

XI. PERSONNEL.

It is understood and agreed that the personnel utilized by each individual Participant for the operation and use of JCRION shall be considered, are, and shall remain, employees or volunteers of that Participant and shall not be considered or treated, in any manner, as an employee or volunteer of Participants hereto. All Participants’ personnel with access to JCRION for any purpose must be KCJIS cleared annually by their respective Participant.

XII. EXECUTIVE COUNCIL.

For purposes of this Agreement, there is hereby established an Executive Council, which shall consist of one representative designated by each Participant, who shall be the voting members of the Executive Council. The Executive Council shall have the duties and responsibilities set forth in the Interagency Policy Agreement. No separate legal entity is created under this Agreement as provided for in K.S.A. 12-2904a. The County shall be responsible for administering this Agreement pursuant to the terms of the Interagency Policy Agreement.

XIII. ENTIRE AGREEMENT, WAIVER, AND AMENDMENT.

This Agreement contains the entire understanding between the Participants and supersedes all prior agreements or understandings between the Participants with respect to the subject matter hereof. The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions herein. Any modification or waiver of any provision in this Agreement shall not be effective unless made in writing and agreed to and signed by all the Participants.

XIV. SEVERABILITY.

If any provision, or portion thereof, contained in this Agreement is held to be unconstitutional, in violation of Kansas Statutes or otherwise invalid or unenforceable, that provision or portion thereof shall be null and void; provided, however, that the remainder of this Agreement shall remain in full force and effect.

XV. MATTERS DISREGARDED.
The titles of the several sections, subsections or paragraphs set forth in this Agreement are inserted for convenience of reference only and they shall be disregarded in construing or interpreting any of the provisions of this Agreement.

XVI. **EXECUTION.**

Counsel for the County shall cause this Agreement to be executed in multiple original counterparts and submitted to the Attorney General of the State of Kansas for his approval. Thereafter, if approved by the Attorney General, Counsel for the County shall cause this Agreement to be filed, pursuant to K.S.A. 12-2905, with the County’s Department of Records and Tax Administration (acting in the capacity of the Register of Deeds) and the Kansas Secretary of State. Each Participant hereto shall receive a copy of the duly executed original of this Agreement for its official records.

**IN WITNESS WHEREOF,** the Participants hereto have caused this Agreement to be executed by their duly authorized representatives the day and year designated below.

BOARD OF COUNTY COMMISSIONERS
OF JOHNSON COUNTY, KANSAS

____________________________________
Ed Eilert, Chairman

ATTEST:

_________________________________
Linda Barnes, Clerk of the Board

APPROVED AS TO FORM:

____________________________________
Cynthia Dunham, Deputy Director of Legal

ADDRESS FOR NOTICE PURPOSES:
Justice Information Management System
Attn. Tim Mulcahy, Director
11880 S Sunset Dr.
Olathe, KS  66061
JOHNSON COUNTY SHERIFF

Sheriff Calvin Hayden

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

Johnson County Sheriff
ATTN: Kent Brown
588 E. Santa Fe
Olathe, KS 66061
JOHNSON COUNTY DISTRICT ATTORNEY

Steve Howe, District Attorney

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

Johnson County District Attorney
100 North Kansas Ave.
Olathe, KS 66061
JOHNSON COUNTY PARK AND RECREATION
DISTRICT BOARD OF PARK AND
RECREATION COMMISSIONERS

____________________________________
Paul W. Snider, Chair

APPROVED AS TO FORM:

____________________________________

ADDRESS FOR NOTICE PURPOSES:

Johnson County Park Police
ATTN: Chief Dan Field
Shawnee Mission Park
7900 Renner Road
Shawnee Mission, KS 66219-9723
CITY OF FAIRWAY, KANSAS

______________________________
Jerry Wiley, Mayor

ATTEST:

______________________________
Kathy Axelson, City Clerk

APPROVED AS TO FORM:

______________________________

ADDRESS FOR NOTICE PURPOSES:

City of Fairway, Kansas
ATTN: City Clerk
4210 Shawnee Mission Parkway
Suite 100
Fairway, KS 66205
CITY OF GARDNER, KANSAS

Chris Morrow, Mayor

ATTEST:

__________________________________
Jeanne Koontz, City Clerk

APPROVED AS TO FORM:

___________________________________

ADDRESS FOR NOTICE PURPOSES:

City of Gardner, Kansas
ATTN:  City Clerk
120 E. Main St.
Gardner, KS 66030
CITY OF LEAWOOD, KANSAS

Peggy Dunn, Mayor

ATTEST:

______________________________
Debra Harper, City Clerk

APPROVED AS TO FORM:

______________________________

ADDRESS FOR NOTICE PURPOSES:

City of Leawood, Kansas
ATTN: City Clerk
4800 Town Center Drive
Leawood, KS 66211
CITY OF LENEXA, KANSAS

__________________________________
Mike Boehm, Mayor

ATTEST:

__________________________________
Danielle Dulin, Interim City Clerk

APPROVED AS TO FORM:

__________________________________

ADDRESS FOR NOTICE PURPOSES:

City of Lenexa, Kansas
ATTN: City Clerk
12350 West 87th Street Parkway
Lenexa, KS 66215
CITY OF MERRIAM, KANSAS

__________________________________
Ken Sissom, Mayor
ATTEST:

__________________________________
Juliana Pinnick, City Clerk
APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Merriam, Kansas
ATTN: City Clerk
9001 West 62nd Street
Merriam, KS 66202
CITY OF MISSION, KANSAS

__________________________
Steve Schowengerdt, Mayor

ATTEST:

__________________________
Martha M. Sumrall, City Clerk

APPROVED AS TO FORM:

__________________________

ADDRESS FOR NOTICE PURPOSES:

City of Mission, Kansas
ATTN: City Clerk
6090 Woodson
Mission, KS 66202
CITY OF OLATHE, KANSAS

__________________________________
Michael Copeland, Mayor

ATTEST:

__________________________________
David Bryant, City Clerk

APPROVED AS TO FORM:

__________________________________

ADDRESS FOR NOTICE PURPOSES:

City of Olathe, Kansas
ATTN: City Clerk
100 East Santa Fe
Olathe, KS 66051
CITY OF OVERLAND PARK, KANSAS

Carl Gerlach, Mayor

ATTEST:

Elizabeth Kelley, City Clerk

APPROVED AS TO FORM:

John J. Knoll, Sr. Assistant City Attorney

ADDRESS FOR NOTICE PURPOSES:

City of Overland Park, Kansas
ATTN: City Clerk
8500 Santa Fe Drive
Overland Park, KS 66212
CITY OF PRAIRIE VILLAGE, KANSAS

Laura Wassmer, Mayor

ATTEST:

Joyce Hagen Mundy, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Prairie Village, Kansas
ATTN: City Clerk
7700 Mission
Prairie Village, KS 66208
CITY OF ROELAND PARK, KANSAS

Joel Marquardt, Mayor

ATTEST:

Kelley Bohon, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Roeland Park, Kansas
ATTN: City Clerk
4600 W. 51st Street
Roeland Park, KS 66205
CITY OF SHAWNEE, KANSAS

__________________________________
Michelle Distler, Mayor

ATTEST:

__________________________________
Stephen Powell, City Clerk

APPROVED AS TO FORM:

__________________________________

ADDRESS FOR NOTICE PURPOSES:

City of Shawnee, Kansas
ATTN: City Clerk
11110 Johnson Drive
Shawnee, KS 66203
CITY OF SPRING HILL, KANSAS

__________________________________
Steven M. Ellis, Mayor

ATTEST:

__________________________________
Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Spring Hill, Kansas
ATTN: City Clerk
401 N. Madison St.
Spring Hill, KS 66083
CITY OF WESTWOOD, KANSAS

__________________________________
John Ye, Mayor

ATTEST:

__________________________________
Fred Sherman, City Clerk

APPROVED AS TO FORM:

__________________________________

ADDRESS FOR NOTICE PURPOSES:
City of Westwood, Kansas
ATTN: City Clerk
4700 Rainbow Boulevard
Westwood, KS 66205
EXHIBIT 1
AGREEMENT TO PARTICIPATE IN AN INTERLOCAL COOPERATION AGREEMENT FOR A COORDINATED LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM FOR JOHNSON COUNTY, KANSAS

This Agreement to Participate in the Interlocal Cooperation Agreement for a Coordinated Law Enforcement Records Management System for Johnson County, Kansas (“Agreement to Participate”), is made and entered into by the City of ____________, Kansas, on this ____ day of ________, 201__ (“Effective Date”) and is made a part of the Interlocal Cooperation Agreement.

1. APPROVAL BY PARTICIPANTS. The City of ________ has requested to become a Participant under the Interlocal Cooperation Agreement for a Coordinated Law Enforcement Records Management System for Johnson County, Kansas, (“Agreement”), which request has been approved by a majority of the Participants pursuant to Section VI of the Agreement.

2. TERMS AND CONDITIONS. In consideration of the majority vote of the Participants in favor of approval, the City of ________ accepts and agrees to the terms and conditions of the Agreement and agrees to pay all fees as set forth in the Agreement.

3. EFFECTIVE DATE. This Agreement to Participate shall be effective upon execution by the City of ____________. As of the effective date of this Agreement to Participate, the City of ______________ shall be a Participant with all the same rights, benefits, and obligations under the Agreement as the other Participants.

4. CONTRIBUTION. Within thirty (30) days of the effective date of this Agreement to Participate, the City of ___________ shall pay the amount calculated under the Interagency Policy Agreement for the City for the term currently in effect, which amount shall be decreased pro rata based upon the effective date of this Agreement.

Accepted and agreed to by the City of ____________, Kansas, as of the date written above.

CITY OF ____________, KANSAS

______________________________
______________________________, Mayor

ATTEST:

______________________________
______________________________, City Clerk

APPROVED AS TO FORM:

______________________________

ADDRESS FOR NOTICE PURPOSES:
EXHIBIT 2
INTERAGENCY POLICY AGREEMENT
Interagency Policy Agreement

Johnson County Regional Interagency Operating Network

(JNICHE Records Management System)
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Appendix A: **JCRION** RMS Functionality Matrix  
Appendix B: **JCRION** RMS Agency Cost Model Worksheet  
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Appendix D: Niche Developed/Approved Interfaces
1.0 **JCRION PARTICIPANTS**

Spring Hill Police Department  
Chief Richard Mann  
418 East Nichols  
Spring Hill, KS 66083

Overland Park Police Department  
Chief Francis Donchez  
12400 Foster  
Overland Park KS, 66213

Shawnee Police Department  
Chief Rob Moser  
5850 Renner Road  
Shawnee, KS 66217

Gardner Police Department  
Chief James Pruetting  
440 East Main Street  
Gardner, KS 66030

Mission Police Department  
Chief Ben Hadley  
6090 Woodson  
Mission, KS 66202

Johnson County Sheriff’s Office  
Sheriff Calvin Hayden  
27747 West 159th Street  
New Century, KS 66031

Johnson County Park Police  
Chief Dan Field  
7900 Renner Road  
Shawnee Mission, KS 66219

Merriam Police Department  
Chief Michael Daniels  
9010 West 62nd Street  
Merriam, KS 66202

Fairway Police Department  
Chief Mike Fleming  
5252 Belinder  
Fairway, KS 66205

Westwood Police Department  
Chief Greg O’Halloran  
4700 Rainbow Boulevard  
Westwood, KS 66205

Prairie Village Police Department  
Chief Tim Schwartzkopf  
7710 Mission Road  
Prairie Village, Ks 66208

Leawood Police Department  
Chief Troy Rettig  
4201 Town Center Drive  
Leawood, KS 66211

Johnson County District Attorney’s Office  
District Attorney Steve Howe  
111 South Cherry Street  
Olathe, KS 66061

Roeland Park Police Department  
Chief John Morris  
4600 West 51st Street #100  
Roeland Park, KS 66205

Olathe Police Department  
Chief Steve Menke  
501 East 56 Highway  
Olathe, KS 66061

Lenexa Police Department  
Chief Tom Hongslo  
12500 W. 87th Street Parkway  
Lenexa, KS 66215

Board of County Commissioners  
of Johnson County, Kansas  
County Manager & Justice  
Information Management Systems  
111 S. Cherry  
Olathe, KS 66061
2.0 **JCRION SCOPE**

The **JCRION Consortium** is organized and dedicated to providing all members with a records management system (RMS), associated services, and records data that can be shared with every agency in an effort to more efficiently obtain, assess, and utilize criminal information. The Consortium will also facilitate the sharing of responsibilities and expenses related to design, creation, implementation, hosting, maintenance, and management of this RMS. This Interagency Policy Agreement sets forth guidelines for the operation of the Consortium and promotes and facilitates the highest and best functionality of the *JCRION* RMS and the inclusion of current members, future members, and potential future *Inter-NICHE* members.

Johnson County Government (“County”), by and through the Justice Information Management System (“JIMS”), will host the **JCRION Consortium**. It is expected that all members will provide integral assistance as needed to assist with the functionality of the RMS throughout the Consortium.

This Interagency Policy Agreement is attached as an exhibit to the Interlocal Cooperation Agreement for a Coordinated Law Enforcement Records Management System in Johnson County, Kansas, which has been approved and adopted by all of the governing bodies of the Participants.

3.0 **DEFINITIONS**

**Agency Executives** – Agency representative at the executive level and a member of the *JCRION* Executive Council.

**Agency *JCRION* RMS Administrator** - The representative from each agency responsible for the day-to-day configuration and maintenance for that agency’s *JCRION* RMS Domain, end-user hardware and software, and their connection to the *JCRION* RMS. This role will have oversight of that agency’s RMS needs and represent the agency within the Consortium.

**Consortium Software** - Any computer program licensed to the County by *NICHE Technology*.

**Consortium Equipment** - Hardware and other equipment utilized solely for the purpose of maintaining the *JCRION* RMS including but not limited to sharing, security, accessibility, use, and dissemination of criminal records and information.

**Domain** – Represents a logical layer of the *JCRION* RMS that is specific to an Agency.

**Host Agency** – Johnson County
**Host Agency Executives** – County Manager (or designee) and the Director of JIMS both are members of the *JCRION* Executive Council.

**Inactive Member of the Consortium** - A *JCRION* AGENCY that has withdrawn or given notice to withdraw from the *JCRION* Consortium or becomes inactive pursuant to the terms of this Agreement. This agency will no longer have voting rights or participate in the *JCRION* groups, but will continue to pay the associated fees until which time they are no longer using the *JCRION* RMS. An Inactive Member can only become an active member with the approval of the *JCRION* Executive Council. If a *JCRION* AGENCY becomes an Inactive Member due to failure to pay fees pursuant to this Agreement, the Executive Council may deny the Inactive Member access to the NICHE RMS while such fees remain unpaid.

**Inter-NICHE** – NICHE RMS to NICHE RMS integration

**NICHE Project Manager** - NICHE’s assigned project manager that will assist with *JCRION* Consortium for the life of the Consortium Software.

**JCRION AGENCY** - Consortium agency member that is not the host. The agency will have their own *JCRION* RMS domain as defined by NICHE.

**JCRION** - Johnson County Regional Interagency Operating Network.

**JCRION Consortium** - Johnson County Regional Interagency Operating Network is the official name for the consortium. The Consortium consists of the participating agencies listed at the beginning of this Agreement as well as any future members who join the Consortium.

**JCRION NUG** – A Niche users group made up of representatives of *JCRION* Consortium members whose purpose is to address the needs and recommendations of the *JCRION* Consortium, and whose primary function will be to assess the development and maintenance of the *JCRION* RMS.

**Tier 1** - Consortium agency member that has less than 50 total users, which are listed on Appendix B.

**Tier 2** - Consortium agency member that has 50 or more total users, which are listed on Appendix B.

**Tier 3** - Johnson County District Attorney’s Office users.

**Appendix A** – *JCRION* RMS Functionality Matrix on specific *JCRION* AGENCY customizations vs. HOST AGENCY customizations.

**Appendix B** – *JCRION* RMS Agency Cost Model Worksheet.
Appendix C – JCRION Consortium Service Level Agreement, this document combines both NICHE software support service levels with the County’s service levels into a single document to support the JCRION Consortium.

Appendix D – NICHE developed and/or approved interfaces.

4.0 JCRION ROLES

Agency Executives
Agency Executives are part of the JCRION Executive Council and include the HOST AGENCY Director of JIMS and the County Manager or designee. Each consortium member agency shall have one representative on the Executive Council except for the HOST AGENCY, which shall have two representatives with one combined vote. The Agency Executives will function as a review group for significant recommendations from the JCRION Niche User Group (NUG) which have a potential significant impact within their agency. The Agency Executives should correspond with their agency representative within the JCRION NUG to keep their agency informed of potential recommendations and/or changes proposed by the JCRION NUG.

Agency Executives are expected to express either their approval or objections to potential recommended changes(s) to the JCRION RMS. Agency Executives will be provided the opportunity for input and voting rights on significant JCRION RMS issues.

Agency JCRION RMS Administrators
Each agency’s JCRION RMS Administrator and/or designees will attend NICHE technology training as provided by the HOST AGENCY. Agency JCRION RMS Administrators will receive training as it relates to the technological aspects of the NICHE product, including the administration and configuration for items included in APPENDIX A. It is the expectation of the Consortium that the Agency JCRION RMS Administrators will then train their agency’s staff related to NICHE technology. If additional technology training is necessary, the HOST AGENCY can provide technology training as resources are available.

Agency Records Custodian Representative
Each agency’s Records Custodian Representative and/or designee that is the Agency’s official custodian of Criminal Justice Records will attend the NICHE user training as provided by the HOST AGENCY (to receive training as it relates to the records user aspects of the NICHE product). It is the expectation of the Consortium that this individual will then train their agency’s civilian and sworn staff related to their NICHE records user group.
**Host Agency County Manager**

The County Manager or designee is part of the *JCRION* Executive Council. For the first two years of this Agreement, the Olathe Chief of Police will serve as the chairman of the *JCRION* Executive Council. The chair position may rotate every two years thereafter with the chair to be selected by a majority vote of the Executive Council.

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**Host Agency JIMS Director**

The JIMS Director is part of the *JCRION* Executive Council to provide Executive technology direction. In addition, this position oversees all technology operations and technology staffing of the *JCRION* Consortium and will assess the recommendations of the *JCRION* NUG. The JIMS Director will advise the County Manager and the current chairperson of the *JCRION* Executive Council of any recommendation(s) and will provide direction as to the impact of the recommendation(s) as it relates to the *JCRION* RMS.

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**Host Agency RMS Administrator**

A JIMS staff member, who will assess all technical/other recommendations of the *JCRION* NUG as it relates to its effect on agency personnel and will assist the *JCRION* Program Manager in leading and facilitating all NUG meetings. The RMS Administrator will provide an assessment to the HOST AGENCY as to the potential impact of the *JCRION* NUG recommendation as it relates to NICHE RMS users.

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**JCRION RMS Solution Specialist**

This individual will be provided by the HOST AGENCY and will be a technologist that will be a Subject Matter Expert (SME) in the NICHE RMS product and Consortium hardware. The *JCRION* RMS Solution Specialist will be an employee of JIMS and will be dedicated to providing technology services and system expertise related to the *JCRION* RMS. They will work directly with the *JCRION* Program Manager and all HOST AGENCY technology resources.

The *JCRION* RMS Solution Specialist will be accountable for the overall *JCRION* RMS configuration, maintenance, security, interfaces, and support. In addition, they will ensure continuous operations of *JCRION RMS*. The *JCRION* RMS Solution Specialist will develop protocols that will ensure that a standardized consistent work flow will take place to facilitate the ease of the *JCRION* RMS by all Consortium members.
Host Agency JCRION Program Manager
The JCRION Program Manager will be an IT Project Manager from the County. The Program Manager, along with the HOST AGENCY RMS Administrator, will facilitate the JCRION Consortium and the JCRION NUG. The JCRION Program Manager will provide a line of communication between all members and is responsible for collaborating and cooperating with all JCRION Consortium members to ensure the efficient and effective operation of the JCRION Consortium. The JCRION Program Manager role will report to the JIMS Director and coordinate with the JCRION RMS Solutions Specialist. For the purpose of reviewing and evaluating the functionality of the JCRION RMS, the JCRION Program Manager will schedule regular meeting dates and times that are mutually agreed upon with JCRION Consortium members.

The JCRION Program Manager will coordinate training for all members in accordance with NICHE functionality and security procedures. The JCRION Program Manager may create any advisory or support groups to better assist the functionality of the JCRION RMS.

Host Agency Records Custodian Representative
The HOST AGENCY Records Custodian Representative and/or designee is the HOST AGENCY’s official custodian of Criminal Justice Records. This individual will attend NICHE user training for the records user aspects of the NICHE product. It is the expectation of the Consortium that this individual will then train each agency’s civilian staff related to their NICHE records user group.

Financial & Inventory
The HOST AGENCY will assist the JCRION Program Manager with providing information pertaining to potential/future technology purchases related to the JCRION RMS. The HOST AGENCY will keep a record of all current inventories associated with the JCRION RMS to include warranties, specifications, assets, licenses, and descriptive purpose. Equipment replacement schedules will be maintained and will include hardware, software, and any other items necessary for the operation of the JCRION Consortium. The HOST AGENCY will be responsible for the payment of all reasonable and necessary JCRION RMS billing approved by the JCRION Consortium, to include vendor payment related to the JCRION Consortium.

The HOST AGENCY will provide an annual expenditure report to the JCRION Executive Council on or before March 1st of each year. The financial report will include all revenues and expenses/costs associated to the operation of the JCRION Consortium. In addition, the HOST AGENCY will provide accounting documents
quarterly to the JCRION Agencies, which will include a minimum of expenditures, assets, and invoices paid. All unused funds will be rolled over to maintain fiscal responsibility within the JCRION Consortium.

**JCRION NUG Agency Representatives**

Each JCRION AGENCY will designate representatives (i.e. Agency Records Custodian Representative and/or Agency JCRION RMS Administrators) within the JCRION NUG. Each JCRION AGENCY will use its best efforts to designate at least two representatives to the JCRION NUG. The HOST AGENCY will have the following representatives: JCRION Program Manager; JCRION RMS Solution Specialist; and HOST AGENCY RMS Administrator.

This working group will meet on dates and times that are set forth by the JCRION Program Manager. It is the expectation that each agency representative keeps their agency’s executive staff current on subject matter addressed by the JCRION NUG. In addition, minutes of the meetings will be distributed to the JCRION Executive Council.

The JCRION Program Manager will serve as the first chairman of the JCRION NUG for a term not to exceed two (2) years. During that initial two (2) year term, the JCRION NUG may replace the JCRION Program Manager by electing another chairman from the group, who will serve the remainder of such term. The chair position may then rotate every two years thereafter with the chair to be selected by the JCRION NUG through a majority vote.

All JCRION Consortium members and the JCRION NUG chairman can attend at their own expense the annual North American NICHE NUG or annual International NICHE NUG.

**JCRION Executive Council**

The JCRION Executive Council is a body of executives from all active agencies of the JCRION Consortium. The membership consists of the Agency Executive and HOST AGENCY Executives. *(See the JCRION GOVERNANCE Section)*

### 5.0 HOST AGENCY REQUIREMENTS

**Staffing**

HOST AGENCY Executives will designate the JCRION HOST AGENCY team members, including but not limited to, JCRION RMS Solution Specialist, JCRION Program Manager, and JCRION Host RMS Administrator. Any members of the
**JCRION** Consortium who are RMS Subject Matter Experts (SME’s) may assist with the development, build, implementation and/or testing of the **JCRION** RMS.

**Training**
The HOST AGENCY will facilitate one-time initial “train the trainer” sessions, conducted by NICHE, available for all agencies within the consortium to attend at no cost. Individual agencies will determine which staff should be represented at this training. These selected representatives that attend this train the trainer session will be responsible for training their respective agencies. Any additional training from NICHE will be at the expense of the **JCRION** AGENCY, unless provided by the HOST AGENCY.

**Technology Services**
Understanding that some agencies within the Consortium have limited technology services, the HOST AGENCY or another **JCRION** AGENCY may, but are not required to, assist at no charge beyond the included **JCRION** Operational Support as defined in this agreement. In the event that an agency needs substantial technology services, such agency and the HOST AGENCY or another **JCRION** AGENCY may enter into separate service agreements setting forth the charges for such services.

NICHE allows the sharing of all the interfaces developed and/or approved by NICHE. A list of those interfaces will be made available to all member agencies (*See Appendix D*). These interfaces allow **JCRION** Agencies to connect directly to the **JCRION** RMS, however they will still require testing and approval by the HOST AGENCY. (*See **JCRION** Operational Section*).

Any **JCRION** AGENCY “infrastructure needs” that require the purchase of additional hardware, non-NICHE developed software, or non-NICHE developed interfaces, will be the financial responsibility of the requesting **JCRION** AGENCY. Members of the **JCRION** Consortium may assist with the installation and/or testing of these products as long as they are utilized for the **JCRION** RMS.

**Security & KCJIS Compliance**
The HOST AGENCY will ensure that the **JCRION** RMS environment and all connected devices are KCJIS compliant. See **JCRION** OPERATIONS Section for additional items related to Security.

**Hardware/Infrastructure**
The HOST AGENCY will provide all infrastructure in the data centers consisting of **JCRION** Software and **JCRION** Hardware. This does not include any data
connections for specific JCRION Agencies to connect to the JCRION RMS environment. The HOST AGENCY will implement “best practices” to sustain performance related to the NICHE environment which will include limiting large data uploads to the database (i.e. video files).

6.0 **JCRION AGENCY REQUIREMENTS**

Each participating agency within the JCRION Consortium will utilize a domain structure that is built into the JCRION RMS solution. Each JCRION AGENCY will need to ensure that their infrastructure meets the minimum standards set forth by the HOST AGENCY.

**Hardware/Infrastructure**

JCRION Agencies are responsible for maintaining all the recommended hardware and infrastructure related to any devices operating the JCRION RMS. In addition, all JCRION Agencies are responsible for the installation, monitoring, and maintenance of their connections to the JCRION RMS. (i.e. VPN, Internet, fiber, and/or Cellular). The HOST AGENCY may review JCRION AGENCIES’ hardware to ensure it meets minimum specifications. Both the connectivity and hardware can have an impact on overall JCRION AGENCY performance when operating the JCRION RMS.

**Security & CJIS Compliance**

The JCRION AGENCY will ensure that all their connected devices and environments to the JCRION RMS environment are KCJIS compliant. See JCRION OPERATIONS Section for additional items related to Security. The HOST AGENCY may request the JCRION AGENCY provide record of its KCJIS compliance.

**Representation**

All JCRION Agencies are responsible for assigning representatives to ensure proper representation for the agency and for their jurisdiction’s best interest. Representatives should include individuals to meet the roles required within this document. (See JCRION Roles Section) Representatives from each JCRION AGENCY are critical to the success of the JCRION Consortium therefore active participation is required. If a JCRION agency is not represented at the majority of the meetings held in any given 12 month period, it will be notified of this deficiency by the Chairman of the Executive Council. If such JCRION AGENCY fails to be represented at the majority of the meetings held in the 12 month period following the notice, the Executive Council shall determine whether such agency has become an “Inactive” member.
7.0 **JCRION GOVERNANCE**

The *JCRION* Governance structure provides the structure in which the *JCRION* Consortium agrees to govern and operate within terms and conditions set forth in this interagency agreement to provide oversight to the *JCRION* RMS solution and associated services. The focus of the *JCRION* governance structure is to ensure the integrity of the *JCRION* RMS program. The *JCRION* governance will provide guidance to the following areas: *JCRION* RMS Roles, *JCRION* RMS Financials, *JCRION* RMS Operations, *JCRION* RMS Membership, and enforcement of this Agreement.

*JCRION* Governance Structure

- **JCRION EXECUTIVE COUNCIL**
  - Host Agency & Agency Executives

- **JCRION NICHE USER GROUP**
  - *JCRION* RMS Solution Specialist
  - Host Agency & Agency Representatives
  - *JCRION* Program Manager

**Principal Meeting Location**

The principal meeting location for the *JCRION* Executive Council and NUG is to be determined. The *JCRION* Executive Council and NUG will meet on designated dates and times that the *JCRION* Consortium agrees upon.

*JCRION NICHE User Group (JCRION NUG)*

To maintain a foundation for the *JCRION* Consortium, a user group will be established that will be utilized to further the goals of the Consortium as well as establishing a forum to address the needs and recommendations of the *JCRION* Consortium. The *JCRION* NUG will include the following roles: *JCRION* Program Manager, *JCRION* RMS Solution Specialist, and HOST AGENCY and Agency Representatives. Additional resources from either the HOST AGENCY or *JCRION* AGENCY may participate as needed based upon the agenda items. If an Agency does not have the IT structure in place to customize their *JCRION* RMS Domain, a
request will be made through the JCRION NUG for approval and implementation by the HOST AGENCY or another JCRION AGENCY, if approved.

The primary function of the JCRION NUG will be to assess the development and maintenance of the JCRION RMS as it relates to technology and user (officer/civilian staff) issues/recommendations to enhance the future needs and sustainability of the JCRION RMS. The JCRION NUG will also review, approve or reject requested changes, on the basis of majority vote of representatives, in the JCRION RMS environment, which must be in writing from the requesting agency. NUG Representatives from a quorum of JCRION Agencies must be present, either in person or via conference call, to vote on requested changes. A quorum for purposes of the JCRION NUG requires attendance (either in person or via conference call) by representatives of at least 51% of the JCRION Agencies. In the voting procedure, the majority vote of the quorum present and voting will carry. A record shall be kept of all change requests and approvals as well as each vote. The change request records will be made available to the entire JCRION Consortium membership for review. In addition, all change requests must be submitted at least 24 hours in advance of the NUG meeting and must include, at a minimum, a brief description of the change, business impact, and rollback plan.

The JCRION NUG will conduct regularly scheduled NUG meetings. All JCRION NUG recommendations must be approved by the majority of representatives from the HOST AGENCY and JCRION Agencies, with each JCRION Agency receiving one vote and the HOST AGENCY receiving one vote, prior to moving forward. All recommendations, votes and meeting minutes will be made available to all JCRION Consortium members. All approved recommendations that have potential significant impact on the JCRION RMS will be escalated to the JCRION Executive Council for review and approval.

**Amendments to Interagency Policy Agreement**

The HOST AGENCY or any JCRION AGENCY may recommend amendments to this Agreement as needed for the efficient operation and maintenance of the RMS and to address issues as they arise. All amendments will be subject to review and approval by the JCRION Executive Council. Upon approval by the JCRION Executive Council, each JCRION AGENCY will need to adopt the amendment(s) or may become an “Inactive” member, which shall be determined by the Executive Council.
**Agreement Termination**

*JCRION* Agencies that are Tier 1 are required to remain a member for the full first 10 years of this Agreement, in lieu of the Initial Software Usage Fee. In the event a Tier 1 member terminates their membership prior to the 10 years or becomes an Inactive Member, they will be required to pay an early termination fee equal to the amount of the Initial Software Usage Fee that was waived. (*See JCRION Financial Section*) After the ten-year anniversary of this Agreement, Tier 1 JCRION Agencies may terminate their membership pursuant to the same procedures provided below for Tier 2 members.

*JCRION* Agencies that are Tier 2 members may terminate their membership by notifying the HOST AGENCY in writing of their intent to terminate by July 1 of the then-current year. Any such termination by a *JCRION* AGENCY shall be effective as of January 1st of the following calendar year. Termination by a *JCRION* AGENCY shall not relieve that agency of payment of hosting and maintenance fees for the remainder of the year during which notice was given, nor shall a terminating agency be entitled to a refund of any amounts paid under this Agreement.

A terminated *JCRION* AGENCY shall be responsible for data extraction related to the terminated *JCRION* AGENCY’s domain. Upon termination, all licenses purchased by or acquired on behalf of the terminated *JCRION* AGENCY shall remain the property of the respective *JCRION* AGENCY.

Should the County determine that it is unwilling or unable to continue its responsibilities as the HOST AGENCY, the County shall provide one hundred eighty (180) days advance notice to all *JCRION* AGENCIES. In such event, the County will refund the annual hosting fee paid by each *JCRION* AGENCY for the year in which the County provides such notice. The refund shall be calculated for each *JCRION* AGENCY on a pro-rated basis based upon the last day the County serves as the HOST AGENCY. The HOST AGENCY will provide *JCRION* AGENCIES with a copy of the live and legacy domain database and schema no more than 90 days prior to discontinuation of HOST AGENCY service.

**Executive Voting and Quorum**

A *JCRION* Executive Council will be established with each executive member entitled to one (1) vote for items requiring approval. The attendance of at least 51% of *JCRION* Executive Council is required to have a quorum. In the voting procedure, the majority vote of the quorum present and voting will carry.
The HOST AGENCY may object to a majority vote of the Executive Council that may pose a serious financial impact or security risk to the HOST AGENCY. In the event of such an objection, the vote shall be set aside and it is the expectation that the HOST AGENCY Executives will engage in a forum to discuss the concerns. The HOST AGENCY will provide in writing its reasoning and justifications for the initial objection or denial. The issue in question will be brought back to the Executive Council for discussion and resolution.

The JCRION Executive Council does not vote on all customizations that are Agency specific unless it is determined that it could potentially impact the JCRION RMS operations or integrity. If so, it will be escalated to the JCRION NUG and/or JCRION Executive Council to be addressed.

8.0 JCRION OPERATIONS

All JCRION Consortium members will utilize a shared environment containing KCJIS Records with the HOST AGENCY providing the infrastructure and day-to-day operations of the environment. The JCRION RMS information may be shared/disseminated amongst all JCRION Consortium members. All JCRION RMS records will be maintained, vetted, and secured by the HOST AGENCY. Individual agencies within the JCRION Consortium will maintain their own records and have access to shared records.

Incident Management

All HOST AGENCY issues will be recorded via the HOST AGENCY IT ticketing system. JCRION AGENCY specific issues will only be recorded if they are escalated to the HOST AGENCY. Any issues discovered by the JCRION AGENCY will be directed to that Agency’s JCRION RMS Administrator to be resolved. If the issue cannot be resolved, a ticket will be submitted to the HOST AGENCY for investigation and resolution. The HOST AGENCY will follow all current procedures for critical tickets including communications utilizing the Problem Incident Report (PIR) guidelines. (See Appendix C: Service Level Agreement (SLA) for timing related to issues submitted.)

Service Level Agreement (SLA)

The HOST AGENCY will utilize their currently established SLA (see Appendix C) and NICHE’s contracted SLA. The HOST AGENCY’s SLA is subject to change and therefore any relevant updates that occur will be provided to all JCRION Consortium members reflecting those changes. The HOST AGENCY may monitor all connections to the JCRION RMS environment to ensure operational performance and aid in troubleshooting in the event of an incident.
Data Exchange/Sharing

All JCRION Consortium members agree to exchange data within the JCRION RMS and understand that sharing this data does not constitute ownership, but is shared, in an effort to provide associated services for their agency. Records and data stored on the JCRION RMS will be accessible by all JCRION AGENCIES and the HOST AGENCY. Access to and use of other agencies’ records shall only be for law enforcement and criminal investigation purposes and as otherwise provided for by law. Each JCRION AGENCY and the HOST AGENCY is and shall remain the owner and custodian of its respective records and data. In the event an JCRION AGENCY or the HOST AGENCY is served with or receives a subpoena, court order, legal process, a Kansas Open Records Act (KORA) request, or similar demand for production of the records or data of another JCRION AGENCY or the HOST AGENCY, such receiving AGENCY, to the extent allowed by law, shall refer the requester to the custodian AGENCY and shall notify the custodian AGENCY of the request.

Data Interfaces & Maintenance

JCRION Agencies are responsible for providing the HOST AGENCY verification of testing, accuracy, and schedules associated with implementation. The HOST AGENCY will validate all data interfaces and schedule implementation based upon availability of resources. The HOST AGENCY will monitor all data feeds for erroneous data and may reject or disconnect any data feeds that are not meeting the quality of standard for the HOST AGENCY. The JCRION AGENCY is required to perform regular maintenance, including all testing for upgrades and patches to ensure accuracy of data imports. Any suspicious data feeds/integrations may be terminated with reasonable notice to ensure the integrity of the JCRION RMS for the Consortium.

JCRION Agencies are expected to make reasonable efforts to provide customized programming assistance to those agencies lacking IT structure. However, JCRION Agencies are not required to provide services and staff time free of charge. In the event that an agency requires significant programming services, such agency and the HOST AGENCY or another JCRION AGENCY may enter into separate service agreements setting forth the charges for such services. All customized programming integrations with the JCRION RMS will be required to be tested by the HOST AGENCY and/or documentation provided to sufficiently meet the HOST AGENCY IT and JCRION NUG approval prior to implementation.
Data Backup and Recovery
The HOST AGENCY will provide environment (i.e. interfaces, NDS, etc.) and regular database backup of the JCRION RMS based upon JIMS’ current guidelines, pursuant to which data retention will be for six months with an additional annual backup that is stored offsite for one year. These backups are only for major disasters requiring full recovery, and not for individual records or partial recovery. The backup retention will be in accordance to the HOST AGENCY current guidelines. The HOST AGENCY does not have the resources to provide individual agency data feeds or replicated data specific to any JCRION AGENCY. Doing so would be at the HOST AGENCY discretion.

High Availability and Disaster Recovery
The HOST AGENCY will provide an environment with high availability for the JCRION RMS infrastructure. In addition, a secondary site will be established and maintained as a fail over in the event the primary site is unavailable for an unacceptable period of time as determined by the HOST AGENCY. JCRION Agencies are responsible for failing over to the Disaster Recovery site should the HOST AGENCY initiate the Disaster Recovery site. The Disaster Recovery site is expected to have the same level of performance as the primary site.

Reporting Server
The HOST AGENCY will provide a read only reporting/archive server for each requesting JCRION AGENCY. The JCRION AGENCY will be financially responsible for any licensing, maintenance, and hardware costs associated with the server. The HOST AGENCY will provide daily database updates at a minimum of the reporting server.

KCJIS Patches and Maintenance
The HOST AGENCY will ensure that other patches and maintenance are completed within the maintenance window in order to facilitate the completion of scheduled RMS maintenance and upgrades.

Scheduled JCRION RMS Maintenance
The HOST AGENCY will provide up to one upgrade per year to the JCRION RMS as provided by NICHE, if available, with approval from the JCRION Executive Council. The HOST AGENCY will apply patches during the scheduled maintenance window with at least five business days’ advance written notification to all Agencies except that in the event of an emergency or a security threat, the HOST AGENCY may apply patches without such notice. In that event, the HOST AGENCY shall
provide written notice as soon as practicable. The JCRION RMS standard maintenance window is the first Monday of the month from 2 am to 5 am. HOST AGENCY may extend or change the maintenance window by presenting this change to the NUG. Both upgrades and patches may require client software to be upgraded which will be the responsibility of each Agency to complete these Agency Client specific upgrades. The HOST AGENCY will not make changes to the JCRION RMS without approval of the NUG. All environmental changes will be reviewed by the HOST AGENCY to determine if they need to engage the JCRION NUG. All JCRION agencies shall conduct testing of their JCRION RMS domain prior to the date of the upgrade to the production environment for any changes approved by the NUG. Any application based changes will be approved by the JCRION NUG. Any infrastructure changes will be approved by the HOST AGENCY.

**JCRION RMS User Access Maintenance**
Each JCRION AGENCY is responsible for maintaining their terminated and new hire users utilizing their JCRION RMS domain administrator account access. Each JCRION AGENCY will conduct an annual audit of their JCRION RMS user accounts to ensure both financial licensing and user access is up to date and will provide a true-up report to the HOST AGENCY. The HOST AGENCY retains the right to audit all JCRION RMS user accounts. (See JCRION FINANCIAL SECTION for additional information.)

**JCRION RMS Agency Specific Configuration**
Each JCRION AGENCY will have one JCRION RMS domain administrator account to manage their JCRION RMS agency domain. The JCRION RMS agency specific domain administrator can make configuration changes to their JCRION RMS domain to meet their agency specific needs. A list of agency specific customization is attached as Appendix A. In the event a customization is not available, a recommendation can be made to the JCRION NUG for review.

**JCRION RMS Infrastructure Security**
The HOST AGENCY will manage all infrastructure security related to the JCRION RMS infrastructure. JCRION AGENCY staff will only have access to the JCRION RMS solution; no further access will be granted. The HOST AGENCY will notify all JCRION Executives of issues that require escalation. In the event of a JCRION AGENCY security issue, the Agency identifying the issue must notify the HOST AGENCY immediately, but in no event not more than 2 hours after the issue is discovered, to determine what action, if any, is necessary to ensure the security of the JCRION RMS environment. This action may include temporarily disconnecting the
JCRION AGENCY with the security issue until it is resolved. The HOST AGENCY will determine if a notification is necessary for the all JCRION Agencies.

Records Custodian
Each Agency Records Custodian Representative will adhere to all JCRION RMS standards including KCJIS criteria as well as KORA. It is the expectation of the JCRION Consortium that each Agency’s Records Custodian report any issues and/or inconsistencies within the JCRION RMS to that JCRION AGENCY representative and HOST AGENCY.

Additional Services
Additional services can be arranged as needed by any JCRION AGENCY with any other member. These arrangements are not part of this agreement, however all terms and conditions of this agreement remain in effect and enforced.

9.0 JCRION FINANCIAL SECTION
All agencies participating within the JCRION Consortium will agree to fulfill all financial obligations related to the administration and operation of the JCRION RMS. (See Appendix B) Maintenance costs will be allocated to each agency as a percentage of sworn users for that agency. An administration hosting fee will be assessed at a fixed rate per user to assist with IT operating costs for the HOST AGENCY. All fees will be made payable to the HOST AGENCY. Any member agency that fails to pay for their maintenance and/or hosting fee may be deemed an “Inactive” member agency by the Executive Council until which time payments are received. In the event any fees are past due for more than thirty (30) days, the HOST AGENCY shall provide such agency with written notice of the opportunity to cure the default. The HOST AGENCY shall advise the Executive Council when fees remain past due for more than sixty (60) days and the Executive Council may declare the member agency Inactive until all such fees are paid. The Executive Council may deny the Inactive Member access to the NICHE RMS while past due fees are outstanding.

There will be an annual “true up” of each member agency’s user numbers by the HOST AGENCY in the fourth quarter of each year. Member agencies will be required to provide accurate sworn and civilian employee numbers at that time for the following year. Those adjusted user numbers will be applied for the invoicing in the following year unless there is a significant agency user count change during the year that increases the HOST AGENCY’S costs. In which case, that member agency may be required to pay those additional maintenance and hosting fee costs at the time of that change.
The hosting fee is due and payable by each JCRION AGENCY to the County within thirty (30) days of the JCRION AGENCY’s first use (“Go-Live” Date) of the NICHE RMS and thereafter annually on the 15th of January of each year this Agreement remains in effect. Maintenance is due and payable on January 15th of each year. Maintenance fees shall be calculated as set forth in the contract between Niche and the HOST AGENCY dated July 21, 2016, and any amendments thereto, and as set forth in Appendix B. For each JCRION AGENCY, the first year of hosting and maintenance fees shall be prorated based upon the agency’s first use (“Go-Live” Date) of the NICHE RMS.

Initial Software Usage Fee
This fee applies to only Tier 2 Agencies, requiring an upfront license fee of $1340 per sworn officer. Tier 1 Agencies are required to commit to a 10 year term which waives the initial software usage fee. All licenses for the NICHE RMS shall be purchased directly from NICHE by the HOST AGENCY. For both the initial and any subsequent license purchases, each JCRION AGENCY shall remit the required licensing fees to the HOST AGENCY, which will then purchase the licenses to be used by such agency. The HOST AGENCY will retain ownership of all licenses purchased from NICHE. If a JCRION AGENCY terminates membership under this Agreement, the HOST AGENCY will transfer all licenses purchased by said JCRION AGENCY to that agency as the JCRION AGENCY will retain the licenses purchased for it.

Addition or Removal of Sworn Users
Should an agency add or remove sworn users from their RMS “roster”, the Agency’s reestablished number of sworn users will be eligible for an adjusted percentage of costs allocated to the maintenance fee for the following year after such numbers are confirmed by the annual true-up. If an Agency terminates their membership with the JCRION Consortium, any and all financial commitments up to the time of their termination will be non-refundable, as the scheduled financial responsibility of that Agency has already been distributed for vendor payment, which is a crucial factor for the successful operation of the JCRION Consortium.

All additional sworn users added by an agency will require the agency to pay for a full cost license, hosting fee, and will increase their annual maintenance fee accordingly. This applies to all Tier 1 and Tier 2 agencies.

Addition or Removal of Civilian User
Should an agency add or remove civilian users from their JCRION RMS “roster”, the agency’s reestablished number of civilian users will be eligible for an adjusted
(reduction or increase) cost related to the HOST AGENCY hosting fee the following year after such numbers are confirmed by the annual “true up”. If an Agency terminates their membership with the JCRION Consortium, any and all financial commitments up to the time of their termination will be non-refundable.

**Annual Software Maintenance Fee**
This fee applies to both Tier 1 and 2 agencies at the initial rate of $268 per sworn officer annually based upon the allocated number of sworn officer licenses. Any licenses purchased above the original allocated number will increase the annual software maintenance fee at the initial rate of $268 per sworn officer.

The Annual Software Maintenance Fee is currently set for a five-year lock at a twenty percent (20%) licensure rate commencing with the first use (go-live) of the NICHE RMS by a JCRION Consortium member. If the Annual Software Maintenance Fee rate changes after the five-year lock-in, the HOST AGENCY will provide notice to the JCRION AGENCIES of the new rate with the associated fee schedule. JCRION maintenance fee adjustments are limited to no more than an annual increase of two percent (2%).

**Annual Hosting Fee**
The hosting fee is assessed to assist in offsetting the technology infrastructure and support costs for the HOST AGENCY. Fee applies to both Tier 1 and 2 agencies at a rate of $62 per every user in the JCRION NICHE Solution. The annual hosting fee, which shall be paid to the HOST AGENCY, includes computer, storage, and disaster recovery and is due within thirty (30) days following first use (go live) of the NICHE RMS by each JCRION AGENCY and annually thereafter. Hosting fees due from each agency shall be adjusted annually based upon the current number of users.

**Optional Fees**
There are no fees for data conversion, integration, or training (beyond what is already mentioned in this agreement) included in any of the costs. Each agency may decide its need for any of these optional services. Optional fees depending on the agency’s preference may include the following:

- Optional NICHE Provided Data Conversions $1,800 per day *(plus T&E)*
- Optional NEW NICHE Built Custom Interfaces $1,800 per day

*NOTE: All existing NICHE interfaces are at no cost*
Annual Fee Reporting & Adjustments

The HOST AGENCY will provide an annual report on the JCRION RMS fees paid and expenses incurred by the HOST AGENCY related to the JCRION RMS to the JCRION Executive Council. During the annual review, should the JCRION RMS hosting fees not align with services provided or should unforeseen expenses arise that are required to sustain the JCRION RMS, a recommendation from the HOST AGENCY will be reviewed and voted upon by the JCRION Executive Council. All JCRION hosting fee recommended adjustments will be reviewed by the JCRION Executive Council for approval by the JCRION HOST AGENCY Executives.

(Remainder of page intentionally left blank)
Signature Agreement

Your signature confirms your agreement, as a JCRION Consortium member, and that your agency agrees to the terms documented within this Interagency Policy Agreement on __________, 2017.

______________________    _______________________
Chief Richard Mann        Chief Francis Donchez
Spring Hill Police Department  Overland Park Police Department

______________________     _________________________
Chief Rob Moser            Chief James Pruetting
Shawnee Police Department  Gardner Police Department

_______________________     _________________________
Chief Ben Hadley            Sheriff Calvin Hayden
Mission Police Department  Johnson County Sheriff’s Office

_______________________     _________________________
Chief Dan Field             Chief Michael Daniels
Johnson County Park Police  Merriam Police Department
Chief Mike Fleming  
*Fairway Police Department*

Chief Greg O’Halloran  
*Westwood Police Department*

Chief Tim Schwartzkopf  
*Prairie Village Police Department*

Chief Troy Rettig  
*Leawood Police Department*

District Attorney Steve Howe  
*Johnson County District Attorney’s Office*

Chief John Morris  
*Roeland Park Police Department*

Chief Steve Menke  
*Olathe Police Department*

Chief Tom Hongslo  
*Lenexa Police Department*

Ed Eilert, Chair  
*Board of County Commissioners of Johnson County, Kansas*
APPENDIX A

JCRION RMS Functionality Matrix

The JCRION Consortium RMS offers agencies some agency specific customizations or configurations. As a multi-tenant environment, the JCRION Consortium will be utilizing common configurations, as well as “pick lists”, to ensure we provide the JCRION Consortium with data integrity, data sharing, and the highest level of system integration.

Agency Specific Configurable Features:

- System Parameters (including ability to set default field values for many common fields)
- Agency Specific Reports and Documents
- Agency Specific Templates for data entry and outputs
- Agency Specific Templates for case file assembly (these templates determine what different types of court packets will include)
- Agency Specific Arrest offense/reason codes, charges and municipal ordinance codes
- Agency Specific Custody Log Templates
- Agency Specific Fee Schedules for Citations
- Agency Specific Stats Classification details
- Agency Specific Usernames (as it relates to their domain)
- Agency Specific Workflow Templates
## JCRION RMS Agency Cost Model Worksheet

### Appendix B

#### Agency User Counts

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<th>Agency</th>
<th>Sworn</th>
<th>Civilian</th>
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<td>Shawnee</td>
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<td>253</td>
<td>66</td>
<td>319</td>
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<tr>
<td>Jo. Co. Sheriff**</td>
<td>198</td>
<td>46</td>
<td>244</td>
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<tr>
<td>Jo. Co. DA</td>
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#### 3-Tier System Costs

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<th>Agency</th>
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<th>10 year total cost</th>
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<td>Gardner</td>
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#### 20% Annual maintenance starts in 2018

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<th>2020 **</th>
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<td>$95,346</td>
<td>$108,062</td>
<td>$120,778</td>
<td>$133,494</td>
<td>$129,318</td>
<td>$514,752</td>
<td>$514,752</td>
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<tr>
<td>Atchison</td>
<td>$255,622</td>
<td>$61,590</td>
<td>$78,968</td>
<td>$96,336</td>
<td>$113,704</td>
<td>$130,072</td>
<td>$146,440</td>
<td>$162,808</td>
<td>$179,176</td>
<td>$195,544</td>
<td>$255,622</td>
<td>$1,022,896</td>
<td>$1,022,896</td>
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<tr>
<td>Overland Park</td>
<td>$358,798</td>
<td>$87,582</td>
<td>$115,164</td>
<td>$142,746</td>
<td>$170,328</td>
<td>$197,912</td>
<td>$225,496</td>
<td>$252,080</td>
<td>$278,664</td>
<td>$305,248</td>
<td>$358,798</td>
<td>$1,435,192</td>
<td>$1,435,192</td>
</tr>
<tr>
<td>Jo. Co. Sheriff**</td>
<td>$306,364</td>
<td>$87,582</td>
<td>$115,164</td>
<td>$142,746</td>
<td>$170,328</td>
<td>$197,912</td>
<td>$225,496</td>
<td>$252,080</td>
<td>$278,664</td>
<td>$305,248</td>
<td>$306,364</td>
<td>$1,226,256</td>
<td>$1,226,256</td>
</tr>
</tbody>
</table>

#### Notes

- **Tier-1 (50 users)** All licenses included; 1st year licensing cost is $33,000 + $0.62 per user per year hosting admin fee.
- **Tier-2 (50 users)** Pay 20% of licensing costs based on # of sworn; Pay $62 per user per year hosting admin fee.
- **Tier-3 No cost** Annual Maintenance is based on total number of agency sworn licenses.

8/4/2016
## APPENDIX C

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Category</th>
<th>Service Level Definitions</th>
<th>NICHE APPLICATION SUPPORT</th>
<th>JCRION HOSTING &amp; INFRASTRUCTURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEV 1</td>
<td>HIGH</td>
<td>APPLICATION: The system is not operational or one or more core business functions are not operational. HOSTING: Connectivity to the Data Center or Servers is unavailable for all users.</td>
<td>NICHE Initial Response: 30 mins</td>
<td>HOST Initial Response: 30 mins</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NICHE Initial Resolution: 6 hours unless otherwise agreed by the customer if diagnostic logs can be processed at the Niche office in Winnipeg, 12 hours if diagnostic logs can be processed remotely at the customer site, best effort if there is no access to diagnostic logs.</td>
<td>HOST Initial Resolution: 4 hours unless otherwise agreed by the customer or determined to not be a HOST Infrastructure technology issue (i.e. Agency Connectivity to HOST data center down)</td>
</tr>
<tr>
<td>SEV 2</td>
<td>MEDIUM</td>
<td>APPLICATION: The system is operational but in degraded mode. This includes serious, persistent, system-wide performance problems, intermittent operation, or serious malfunction in core business functions. HOSTING: Degraded performance, data center is online and operational. This include systemwide performance issues and intermittent operational issues.</td>
<td>NICHE Initial Response: 30 mins</td>
<td>HOST Initial Response: 30 mins</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NICHE Initial Resolution: 1 day unless otherwise agreed by the customer if diagnostic logs can be processed at the Niche office in Winnipeg, 2 days if diagnostic logs can be processed remotely at the customer site, best effort if there is no access to diagnostic logs.</td>
<td>HOST Initial Resolution: 2 business days unless otherwise agreed by customer or determined to not be a HOST Infrastructure technology issue</td>
</tr>
<tr>
<td>SEV 3</td>
<td>LOW</td>
<td>APPLICATION: The system is operational and users can use the system. This includes intermittent performance problems, intermittent malfunctions of some system functions, problems with a limited number of client installations, etc. HOSTING: Data Center is operational for a majority of the users and functionality. (i.e. non-critical reports not completing)</td>
<td>NICHE Initial Response: Next Business Day</td>
<td>HOST Initial Response: Next Business Day</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NICHE Initial Resolution: Best effort practical</td>
<td>HOST Initial Resolution: Best effort practical</td>
</tr>
<tr>
<td>SEV 4</td>
<td>NUISANCE</td>
<td>APPLICATION: No significant operational impact. This includes malfunctions in low importance, infrequently used system functions, layout or spelling problems, etc. HOSTING: Data Center is operational. Project work such as scheduling connectivity, request for data, and/or request for agency specific environments.</td>
<td>NICHE Initial Response: Next Business Day</td>
<td>HOST Initial Response: Next Business Day</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NICHE Initial Resolution: Future Release</td>
<td>HOST Initial Resolution: Future Release</td>
</tr>
<tr>
<td>Customer</td>
<td>Interface</td>
<td>Interface Description</td>
<td>Interface Developed By</td>
<td></td>
</tr>
<tr>
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<td></td>
</tr>
<tr>
<td>Alaska</td>
<td>APSIN Person Interface</td>
<td>A windows service that queries for person records in a shared SQL Server database, then translates those person records to RMS person entities and inserts them into the RMS using the Niche NewFill API.</td>
<td>Ryan Nixon / Oran Dennison</td>
<td></td>
</tr>
<tr>
<td>Alaska</td>
<td>APSIN Case Interface</td>
<td>A windows service that directly interacts with the APSIN mainframe Broker service. Agency CAD programs send their information to the mainframe and are redirected by the broker to generate RMS incidents.</td>
<td>Rick Judd</td>
<td></td>
</tr>
<tr>
<td>Alaska</td>
<td>RMS Vehicle Plugin</td>
<td>A C#-based RMS plugin that enables searching and import of APSIN vehicle records into the RMS database.</td>
<td>Ryan Nixon</td>
<td></td>
</tr>
<tr>
<td>Alaska</td>
<td>RMS Person Plugin</td>
<td>A C#-based RMS plugin that enables searching and import of APSIN person records into the RMS database.</td>
<td>Ryan Nixon</td>
<td></td>
</tr>
<tr>
<td>Arizona</td>
<td>SAMS Interface</td>
<td>Personnel interface used to bring employees into the RMS system.</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Cheshire</td>
<td>CAD</td>
<td>Interface to NSPIS CAD</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Cheshire</td>
<td>CJIT</td>
<td>National interface to the Crown Prosecution Service (Case files)</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Cheshire</td>
<td>Gazetteer</td>
<td>Cheshire uses the Niche internal gazetteer (NAV) with the AddressPoint data set</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Cheshire</td>
<td>Libra</td>
<td>National interface from the Courts (charges/results)</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Cheshire</td>
<td>PNC (Phoenix)</td>
<td>Interface with Police National Computer to create arrest record from Niche custody</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Cheshire</td>
<td>PNC 2-way</td>
<td>Interface with Police National Computer to search for people</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Cheshire</td>
<td>PND</td>
<td>Interface to extract data from Niche and send it to the Police National Database</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Cleveland</td>
<td>CAD</td>
<td>Interface to Storm CAD</td>
<td>Niche</td>
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</tr>
<tr>
<td>Cleveland</td>
<td>CJIT</td>
<td>National interface to the Crown Prosecution Service (Case files)</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Cleveland</td>
<td>Gazetteer</td>
<td>Interface to Compass Blue8 gazetteer</td>
<td>Niche</td>
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</tr>
<tr>
<td>Cleveland</td>
<td>Libra</td>
<td>National interface from the Courts (charges/results)</td>
<td>Niche</td>
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<tr>
<td>City</td>
<td>System</td>
<td>Description</td>
<td>Department</td>
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<tr>
<td>Cleveland</td>
<td>Livescan</td>
<td>Interface to Livescan units</td>
<td>Niche</td>
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</tr>
<tr>
<td>Cleveland</td>
<td>PNC (Phoenix)</td>
<td>Interface with Police National Computer to create arrest record from Niche custody</td>
<td>Niche</td>
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<td>Niche</td>
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<tr>
<td>DOI</td>
<td>CAD</td>
<td>Interface to CIS CAD</td>
<td>DOI</td>
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<tr>
<td>DOI</td>
<td>CAD</td>
<td>Interface to Logisy CAD</td>
<td>DOI</td>
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<tr>
<td>DOI</td>
<td>CAD</td>
<td>Interface to Motorola CAD</td>
<td>DOI</td>
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<tr>
<td>DOI</td>
<td>CAD</td>
<td>Interface to Crimestar CAD (under construction)</td>
<td>DOI</td>
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</tr>
<tr>
<td>DOI</td>
<td>CAD</td>
<td>Interface to Sundance CAD (under construction)</td>
<td>DOI</td>
<td></td>
</tr>
<tr>
<td>Dorset</td>
<td>CJIT</td>
<td>National interface to the Crown Prosecution Service (Case files)</td>
<td>Niche</td>
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</tr>
<tr>
<td>Dorset</td>
<td>Gazetteer</td>
<td>Interface to Compass Blue8 gazetteer</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Dorset</td>
<td>Libra</td>
<td>National interface from the Courts (dispositions)</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Dorset</td>
<td>PNC (Phoenix)</td>
<td>Interface with Police National Computer to create arrest record from Niche custody</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Dorset</td>
<td>PNC 2-way</td>
<td>Interface with Police National Computer to search for people</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Dorset</td>
<td>PND</td>
<td>Interface to extract data from Niche and send it to the Police National Database</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>Admin Utility for Niche</td>
<td>Built for our administrators to remove lineup links, inactivate employees by deactivation date, move tasks and flags to other units/member</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>Air One Interface</td>
<td>Airone is a web application that queries EPROS to get information on occurrences that they are working on and include information in flight stat reports.</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>ARG - Automatic Report Generator</td>
<td>ARG is a client desktop application used for Information Auditing by the Data Quality Unit which generates reports in Niche EPROS system. It creates a task linking the generated report to each occurrence for a specified entity and also links that task directly to the entity.</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>Interface</td>
<td>Description</td>
<td>Owner</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
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<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>Beacon</td>
<td>This web application is used to display information on large screens which are refreshed every 5 minutes. The information displayed are such things as lodged and non-lodged arrests, whiteboards (similar to Niche), tasks initiated by our approval center, reworked tasks returned to the approval center, Judge’s Orders, Warrant Requests, PTA’s and Appearance Notices that require court report management involvement.</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>BI Interface</td>
<td>BI Interface is used by the custom .NET utility Control Tactics Extractor (CTE) to extract Control Tactics reports</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>CAD</td>
<td>Interface to poll CAD incoming folder to import CAD files generated into the RMS</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>CopLogic</td>
<td>Interface to CopLogic for Community On-Line Reporting - writes to RMS</td>
<td>EPS/Coplogic</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>CPIC</td>
<td>Interface for CPIC maintenace and query</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>Document Inventory Interface</td>
<td>Document Inventory is Web Application that is used to track Occurrence documents that are being sent to Central Registries for scanning. It has read-only access to EPROS to receive Occurrence Details information.</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>Document Services</td>
<td>Queries the RMS for correct person and address for serving warrants etc</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>eCollision Interface</td>
<td>Links the ecollision report to the required occurrence in the RMS</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>Emug</td>
<td>Creates Fingerprints and Ident Reports</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>Eplus</td>
<td>Photo Lineup creation</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>Gateway Mobile</td>
<td>Mobile Application for members</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>HR Interface</td>
<td>Updates records system on all employee information, units etc - Keeps in sync with HR - and creates reports for admin work required.</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>i2 Interface</td>
<td>i2 Interface is used by the custom .NET utility BLOB Extractor to extract report narratives and person mugshots</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Interface</td>
<td>Description</td>
<td>Vendor</td>
<td></td>
</tr>
<tr>
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<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>IAPRO Interface</td>
<td>IAPRO Interface (IAPRODataExporter) - is a console application (scheduled task on app server) that queries Tickets, Arrests, Street Check Reports, and Use of Force data (including involved citizen information: identity data, addresses, phone numbers) from the Edmonton Police Niche RMS via the API provided by Niche. The resultant data from the queries is then inserted into SQL staging tables from which the IAPro application will source data. IAPro is an application to support Internal Investigations.</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>Informer Interface</td>
<td>Interface for CAD to report LOI(Location of Interest) to members on dispatch address - for active person flags &quot;wanted for questioning&quot; and &quot;warrants&quot; - on persons residing at the address in question.</td>
<td>Intergraph</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>iReporter</td>
<td>1. Allows users to search on Occurrences, Tasks, Tickets, Arrests and Street Checks for statistical purposes originally but not exclusively. 2. Allows users to search for tasks that require approval/review. 3. Allows Court Report Management to search for new and outstanding items that require disclosure or action on their behalf. 4. Allows users to view an Occurrence or Street Check in a graphical tree form. 5. Allows Court report management to create court disclosure packages. 6. Generates statistics on task lifecycles.</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>JOIN Interface</td>
<td>Ticket information transfer to court (JOIN) - Data Extraction</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>Person Merge Tool</td>
<td>Our own version of a Person merge - no limits on the merge</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>Photo Radar Interface</td>
<td>Creates violation tickets in the RMS</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>PICS Interface</td>
<td>Application with all required security checks on one app.</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>PIP Interface</td>
<td>Police Information Portal - query only set up - RCMP</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Edmonton</td>
<td>Property Move</td>
<td>For Property and Drug Exhibit Units to move exhibits from one location to another, using the xml generated by Niche's inventory application</td>
<td>EPS</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Module</td>
<td>Description</td>
<td>Interface</td>
<td>Status</td>
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<td>---------------</td>
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<td>------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Edmonton</td>
<td>LiveScan</td>
<td>Interface to LiveScan to extract Ident information to send to RCMP</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Gwent</td>
<td></td>
<td>Not live as of 02May2013</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Halton</td>
<td>CAD</td>
<td>Imports generated CAD calls to RMS</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CPIC</td>
<td>Query CPIC ; CPIC maintenance</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Live Scan</td>
<td>Exports Ident info to Cogent Live Scan fingerprint form and submitting to RCMP</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Coplogic</td>
<td>Imports coplogic events via CAD interface</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td></td>
<td>FIP</td>
<td>Weekly executed batch jobs then sent to RCMP</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td></td>
<td>MCM</td>
<td>Major Case Management - Testing</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Hamilton</td>
<td>CAD</td>
<td>Live with Intergraph CAD since the early 90's. The CAD to Niche RMS interface was implemented on go live of Niche Dec 1, 2005. If the dispatch type meets criteria, after a call is created in CAD, data extracted to a share every 2 minutes until the call is closed. This data is picked up by the Niche interface which updates the RMS occurrence. When the call is closed in CAD, the final View Last CAD data is populated in Niche.</td>
<td>Intergraph did their side and Niche did their's.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Niche to FIP</td>
<td>LIVE - data batched weekly and forwarded to RCMP/CPIC for processing</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Web Services</td>
<td>LIVE</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Niche to PIP</td>
<td>TEST</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td></td>
<td>LiveScan</td>
<td>TEST</td>
<td>Niche</td>
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<tr>
<td>Hampshire</td>
<td>CJIT</td>
<td>National interface to the Crown Prosecution Service (Case files)</td>
<td>Niche</td>
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</tr>
<tr>
<td></td>
<td>Gazettee</td>
<td>Interface to Compass Blue8 gazetteer</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Libra</td>
<td>National interface from the Courts (dispositions)</td>
<td>Niche</td>
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<tr>
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<td>PNC (Phoenix)</td>
<td>Interface with Police National Computer to create arrest record from Niche custody</td>
<td>Niche</td>
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<td>PND</td>
<td>Interface to extract data from Niche and send it to the Police National Database</td>
<td>Niche</td>
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</tr>
<tr>
<td>Leicestershire</td>
<td>CJIT</td>
<td>National interface to the Crown Prosecution Service (Case files)</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Gazettee</td>
<td>Cheshire uses the Niche internal gazetteer (NAV) with NLPG as the source</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td>Software</td>
<td>Description</td>
<td>Vendor</td>
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</tr>
<tr>
<td>Leicestershire</td>
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</tr>
<tr>
<td></td>
<td>Livescan</td>
<td>Interface to Livescan units</td>
<td>Niche</td>
<td></td>
</tr>
<tr>
<td></td>
<td>PentiP</td>
<td>Interface from national ticket system to Niche to create occurrences and case files</td>
<td>Niche</td>
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<tr>
<td></td>
<td>PNC (Phoenix)</td>
<td>Interface with Police National Computer to create arrest record from Niche custody</td>
<td>Niche</td>
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<td></td>
<td>PNC 2-way</td>
<td>Interface with Police National Computer to search for people</td>
<td>Niche</td>
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<td></td>
<td>PND</td>
<td>Interface to extract data from Niche and send it to the Police National Database</td>
<td>Niche</td>
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<tr>
<td>Lincolnshire</td>
<td>CJIT</td>
<td>National interface to the Crown Prosecution Service (Case files)</td>
<td>Niche</td>
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<tr>
<td></td>
<td>Gazetteer</td>
<td>Interface to Compass Blue8 gazetteer</td>
<td>Niche</td>
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<tr>
<td></td>
<td>Libra</td>
<td>National interface from the Courts (dispositions)</td>
<td>Niche</td>
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<td>Livescan</td>
<td>Interface to Livescan units</td>
<td>Niche</td>
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<td></td>
<td>NMIS</td>
<td>Interface to the National Management Information System (Home Office crime Hub)</td>
<td>Niche</td>
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<td>PNC (Phoenix)</td>
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<td>Niche</td>
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<tr>
<td>Merseyside</td>
<td>CAD</td>
<td>Interface to Storm CAD</td>
<td>Niche</td>
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<td>CJIT</td>
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<td>Gazetteer</td>
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<td>TWIF</td>
<td>Two Way Interface to the Crown Prosecution Service (enhancement to 1 way interface)</td>
<td>Niche</td>
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<tr>
<td>Missouri State Highway Patrol</td>
<td>FATPOT Mobile to RMS</td>
<td>All officer data to the RMS</td>
<td>Niche</td>
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<tr>
<td>State</td>
<td>Feature</td>
<td>Description</td>
<td>Interface</td>
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<tr>
<td>Missouri State HP</td>
<td>CAD</td>
<td>Interface to Xwave CAD</td>
<td>Niche</td>
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<tr>
<td>Missouri State HP</td>
<td>TMS (Traffic Mgmt System) to RMS</td>
<td>Flag with Incident # to denote if Crash is in Draft or Final status for Dissemination (This interface is in the development stage)</td>
<td>MSHP</td>
<td></td>
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<tr>
<td>North Wales</td>
<td>CAD</td>
<td>Interface to Intergraph CAD</td>
<td>Niche</td>
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<td>North Wales</td>
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<td>National interface to the Crown Prosecution Service (Case files)</td>
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<td>Interface to extract data from Niche and send it to the Police National Database</td>
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<tr>
<td>North Yorkshire</td>
<td>CAD</td>
<td>Interface to Storm CAD</td>
<td>Niche</td>
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<tr>
<td>North Yorkshire</td>
<td>CJIT</td>
<td>National interface to the Crown Prosecution Service (Case files)</td>
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<td>North Yorkshire</td>
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<td>Interface to Compass Blue8 gazetteer</td>
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<td>North Yorkshire</td>
<td>Libra</td>
<td>National interface from the Courts (dispositions)</td>
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<td>North Yorkshire</td>
<td>PND</td>
<td>Interface to extract data from Niche and send it to the Police National Database</td>
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<tr>
<td>Oregon State Police</td>
<td>CAD to RMS</td>
<td>Import CAD events and incidents into Niche RMS.</td>
<td>Intergraph (CAD), Online Business Systems (Enterprise Services Bus), Niche (RMS)</td>
<td></td>
</tr>
<tr>
<td>Oregon State Police</td>
<td>APS (eCitation and eCrash)</td>
<td>Import electronic citations and crashes issued using Report Beam software into Niche RMS.</td>
<td>Advanced Public Safey (Report Beam) Online Business Systems (ESB), Niche (RMS)</td>
<td></td>
</tr>
<tr>
<td>Oregon State Police</td>
<td>RMS Publish</td>
<td>Export crime statistics to ONIBRS/NIBRS and incident data to N-Dex.</td>
<td>Niche (RMS), Online Business Systems (ESB)</td>
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<tr>
<td>Police Service of Northern Ireland</td>
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<tr>
<td>Police Service of Northern Ireland</td>
<td>CAD</td>
<td>Interface to Storm CAD</td>
<td>Niche</td>
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<tr>
<td>Causeway</td>
<td>The Causeway interface is the Northern Ireland equivalent of CJIT/Libra.</td>
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<td>PSNI</td>
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<tr>
<td><strong>PRIDE</strong></td>
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<tr>
<td><strong>PRIDE</strong></td>
<td>CAD</td>
<td>Interface to Intergraph CAD</td>
<td>Niche</td>
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<tr>
<td><strong>PRIDE</strong></td>
<td>CPIC (Maintenance)</td>
<td></td>
<td>Niche</td>
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<tr>
<td><strong>PRIDE</strong></td>
<td>CPIC (Query)</td>
<td></td>
<td>Niche</td>
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<tr>
<td><strong>PRIDE</strong></td>
<td>Motor Vehicle Collision Reports</td>
<td>Internal application that we have interfaced</td>
<td>WRPS</td>
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<tr>
<td><strong>PRIDE</strong></td>
<td>UCR Stats Reporting or UCR reporting via CRPQ</td>
<td></td>
<td>Niche</td>
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<tr>
<td><strong>PRIDE</strong></td>
<td>AFIS</td>
<td></td>
<td>Niche</td>
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<tr>
<td><strong>PRIDE</strong></td>
<td>CopLogic</td>
<td></td>
<td>Niche</td>
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<td><strong>PRIDE</strong></td>
<td>FIP</td>
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<td>Niche</td>
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<td><strong>PRIDE</strong></td>
<td>Livescan</td>
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<td>Niche</td>
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<tr>
<td><strong>PRIDE</strong></td>
<td>PIP Interface (QUERY)</td>
<td></td>
<td>Niche</td>
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<tr>
<td><strong>PRIDE</strong></td>
<td>PIP Interface (PUBLISHING)</td>
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<td>Niche</td>
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<tr>
<td><strong>PRIDE</strong></td>
<td>Web Services</td>
<td></td>
<td>Niche</td>
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<tr>
<td><strong>Queensland</strong></td>
<td>ACID interface</td>
<td>ACID (Australian Criminal Intelligence Database), The ACID Service periodically scans the Niche database for submissions that has been flagged for ACID. Submissions are validated to ensure they can be uploaded. For Intelligence Submissions which pass validation, an “Intelligence Report” is generated in XML format and written to the interface file. When all Intelligence Submissions have been extracted, the interface file is copied to the ACC server using FTP</td>
<td>Queensland Police Service &amp; ACID</td>
<td></td>
</tr>
<tr>
<td><strong>Queensland</strong></td>
<td>BulkPropertyLoaderService</td>
<td>Provides specific operations for consumption by the Bulk Property client system (Niche plug in). Examples of such operations include searching for property and occurrence details, and addition of property items to the Niche data store.</td>
<td>Queensland Police Service</td>
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<tr>
<td>Location</td>
<td>Service Type</td>
<td>Description</td>
<td>Partner</td>
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<tr>
<td>Queensland</td>
<td>CAD Incident Service</td>
<td>The CAD Incident Service is responsible for providing Incident summary information to external parties. The interface provides both a realtime and batch facility that can be called from external parties that required CAD Incident Summary information for their application processing purposes.</td>
<td>Queensland Police Service</td>
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</tr>
<tr>
<td>Queensland</td>
<td>CAD Service</td>
<td>CADService contains a variety of web services that are used by CAD for customised lookups in Niche for person of interests, location of interests, vehicle/vessels of interest, person details and phone number details. Also allows the CAD system to create Niche occurrences based on CAD events. V2 has been set up to remove dependencies between CAD's Intelliview and Niche. Once CAD's Intelliview is updated v1 can be deprecated.</td>
<td>Queensland Police Service</td>
<td></td>
</tr>
<tr>
<td>Queensland</td>
<td>Confirm CRIS Service</td>
<td>The Confirm CRIS Interface Group is a set of interfaces that allow CITEC to acquire information concerning property crimes to provide to paying customers via the Confirm CRIS system.</td>
<td>Queensland Police Service &amp; Citec</td>
<td></td>
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<tr>
<td>Queensland</td>
<td>Confirm TIRS Service</td>
<td>Provides traffic incident retrieval operations for the PublicAccess service</td>
<td>Queensland Police Service &amp; Citec</td>
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</tr>
<tr>
<td>Queensland</td>
<td>CrimTrac POI Service</td>
<td>The Crimtrac POI interface provides details of POI to CrimTrac NNI system. This interface provides only full batch extract jobs. The file generated from these batch jobs are in a fixed format file which are then forwarded to CrimTrac via FTP</td>
<td>Queensland Police Service &amp; CrimTrac</td>
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</tr>
<tr>
<td>Queensland</td>
<td>CrimTrac VOI Service</td>
<td>The CrimTrac Vehicles of Interest interface is a windows service that performs incremental data exports from the Niche database to CrimTrac. The data exported contain information regarding to stolen, recovered and wanted vehicles.</td>
<td>Queensland Police Service &amp; CrimTrac</td>
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<tr>
<td>Region</td>
<td>Service Type</td>
<td>Description</td>
<td>Implementing Body</td>
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</table>
| Queensland      | DDM Receiver and Sender Services | The Data Distribution Managers are web services that send and receive messages from the IJIS Hub. The web services are implemented as .Net 3.5 WCF services. The DDM will implement the following behaviours;  
• Unwrap/wrap the IJIS message.  
• Check the authorization of the message.  
• Validate the schema of the received/sent message.  
• Audit the message receipt  
• Place the message in the IJIS Message Datastore.  
At the successful conclusion of these actions an acknowledgment will be sent/received to/from the IJIS Hub reporting that the message has been persisted. | Queensland Police Service & Justice Dept               |
| Queensland      | Derie Service         | The Derie project is implementing a new Interview Recording system in police stations throughout Queensland. The interview recording system records the interview on a DVD as an audio file. It also creates a Metadata file containing reference data related to the interview eg. Occurrence number, Interviewee and Disc Barcodes.  
The Derie interface has been requested to assist with data entry of these Derie Discs into Niche. The Interface shall read the Metadata on each Derie Disc and use this information to fill out a Niche Interview report, add a property item, create Niche Id’s and tag the property item | Queensland Police Service                               |
<p>| Queensland      | DrugKits Services     | The interface supports the transfer and processing of all property items going to QHSS Labs (with the exception of DNA samples). These items include Forensic Samples, Drug Driving Kits and Clandestine Lab samples going to and from Queensland Health Scientific Services (QHSS). | Queensland Police Service &amp; Queensland Health Scientific Services |
| Queensland      | ETCR Services         | Electronic Transfer of Court Results, both non final and final results for processing into Niche | Queensland Police Service &amp; Justice Dept               |
| Queensland | Forensics Property Service | The task of the Niche Forensics Property Interface is to import this data from the Forensics Register and take ownership of the data. This will be achieved by implementing a web service that imports data into the NDS data store, which can then be called by the Forensics Register upon the creation of new property records. When data is imported into the NDS data store, the property records will be created in reference to a given occurrence. The Niche identifiers resulting from this action will be returned to the Forensics Register in the web services response, enabling the Forensics Register web application to provide users with a reference to the master record in Niche. | Queensland Police Service |
| Queensland | Forensics Service | The service creates periodic (daily) extracts of Occurrence information from Niche which have a related Forensics Case | Queensland Police Service |
| Queensland | GIS Service | Provide retrieve and update operations to Niche for spatial data related to Occurrences | Queensland Police Service |
| Queensland | II Common Service | A utility web service that retrieves reference data for Niche choice lists, F3 lists and other reference data | Queensland Police Service |
| Queensland | IMS CAD incident service | The CAD Incident Service is responsible for providing Incident summary information to external parties. The interface provides both a realtime and batch facility that can be called from external parties that required CAD Incident Summary information for their application processing purposes. The Service retrieves information from regional IMS CAD Servers | Queensland Police Service |
| Queensland | ITAS Extract Service | The interface returns Occurrences that have been created or modified for the supplied date range. The interface only returns Occurrences that relate to traffic OR Occurrences that have an Offence that is traffic related. The interface will return the Occurrence Summary Response. | Queensland Police Service |
| Queensland | ITAS Service | The service contains several operations that return Occurrence details from Niche. | Queensland Police Service |</p>
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<thead>
<tr>
<th>Location</th>
<th>Service Type</th>
<th>Description</th>
<th>Organization</th>
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<tbody>
<tr>
<td>Queensland</td>
<td>Linda Service</td>
<td>Informatica is 3rd party application used for data cleansing. Informatica will be used to identify records (person, addresses etc) that can be merged or updated. The data scripts to merge/update the Niche records are uploaded and run by the LINDA windows service. The LINDA service will allow for the scheduling of the data scripts to be run against Niche through the AIP Console.</td>
<td>Queensland Police Service</td>
</tr>
<tr>
<td>Queensland</td>
<td>LiveScan Services</td>
<td>These services send and receive data from the Livescan machines</td>
<td>Queensland Police Service</td>
</tr>
<tr>
<td>Queensland</td>
<td>Member update service</td>
<td>Updates Niche with details of new employees or updated employees from the Aurion HR system</td>
<td>Queensland Police Service</td>
</tr>
<tr>
<td>Queensland</td>
<td>NAV service</td>
<td>The NAV Web service provides an API to allow parties to find and validate addresses within the Niche Records Management system based on a variety of search criteria. The API uses the NicheAddressValidation pseudo table to conduct searches. To quote the Niche NAV documentation; There is one main pseudo-entity that allows access to the Niche Address Verification tables: NicheAddressVerification. Its purpose is to accept search criteria, access the physical NAV tables and return matching addresses in a format similar to that of the entity PhysicalAddress. This allows the complex data model of the NAV tables to be searched using a simple SQL SELECT from a single entity.</td>
<td>Queensland Police Service</td>
</tr>
<tr>
<td>Queensland</td>
<td>NFLRS Service</td>
<td>Extracts Weapons and License information for the CRIMTrac NFLRS system</td>
<td>Queensland Police Service &amp; Crimtrac</td>
</tr>
</tbody>
</table>
| Queensland | NPRS Consumption Service | The National Police Reference System (NPRS) provide operational police with enriched information about persons of interest (POIs) supplied by jurisdictional police databases (eg, LEAP in Victoria, COPS in NSW and Niche in Queensland). In essence, it gives the user the ability to perform a national check on POIs. POI Information is extracted based on the following involvement criteria:  
• Bail records  
• Warrants  
• Firearms Licence  
• Missing Persons  
• Escapee  
• Unidentified Body  
• Offence History  
• Warning Flags  
• Wanted Flags  
• Child Protection Register  
• Unidentified Person  
As well as involvement information, NPRS holds a full history of addresses, descriptions, tattoos, distinguishing features, photographs and aliases for each POI as supplied by the various jurisdictions. The NPRSConsumption Service is used by the NPRS Niche plugin to enable Niche users to search the NPRS database. | Queensland Police Service & Crimtrac |
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</thead>
<tbody>
<tr>
<td>Queensland</td>
<td>NPRS Provision Service</td>
<td>This service sends all QPS POI information to NPRS for inclusion in the national database.</td>
</tr>
<tr>
<td>Queensland</td>
<td>NPRS Reconciliation Service</td>
<td>This interface provides a means to reconcile the state of records sent by the NPRS Person Provision interface and the Crimtrac NPRS system. A reconciliation request is sent to NPRS, and some time later NPRS generates an Inventory file which is transferred back to the integration server. The Inventory is compared to the state maintained by the Provision interface to detect and remediate any discrepancies.</td>
</tr>
<tr>
<td>Queensland</td>
<td>NPRS StatusFileUpdateUtilityService</td>
<td>Manages status updates from the NPRS Provision Service</td>
</tr>
<tr>
<td>Queensland</td>
<td>OffenderHistoryV2Service</td>
<td>An Offender History report displays a formatted view of the the charges and results, court session records and diversion records stored in Niche and associated with a selected person. The Offender History report is executed from a Niche Client pluggin.</td>
</tr>
<tr>
<td>Queensland</td>
<td>OftRevsService</td>
<td>This interface generates a simple daily positional text file of stolen and recovered vehicles for use by The Office of Fair Trading. Note that this interface does not include the sub-category of boats</td>
</tr>
<tr>
<td>Queensland</td>
<td>OrgUnitEmpExtractService</td>
<td>Extraction of Organisation Unit and Relationships from Niche</td>
</tr>
<tr>
<td>Queensland</td>
<td>Mobile Services</td>
<td>These are a number of web services provided that search combined Niche and other reference data. They include person search, vehicle search and location search. They also include an ability to record occurences, intelligence and street checks</td>
</tr>
<tr>
<td>Queensland</td>
<td>QCS CBO Service</td>
<td>This interface comprises an inbound batch interface that creates, updates and expires Community Based Order flags on persons/offenders on Niche. If a person doesn’t exist on Niche, it will also add that person. The data is updated whenever a new file is sent by QCS. The flags are used to identify offenders that are subject to community based orders and to prompt the officer to inform QCS if the person is arrested.</td>
</tr>
<tr>
<td>Queensland</td>
<td>QCS Heracles Service</td>
<td>Queensland Corrective Services currently send a file containing offenders due for release from custody in 3 months time. The interface component takes this incoming xml file, validates the file format and then works through all the offenders recorded within the file and attempts to match them to existing offenders in Niche. Where a match is made, the interface records the offenders’ offence history against the offender; where no match is made the record is passed through without additional information. The output records are formatted and stored as an xml file which is attached to an Intel Submission. This submission is linked to a task which is allocated to the SIG group of users.</td>
</tr>
<tr>
<td>State</td>
<td>Service Name</td>
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<tr>
<td>Queensland</td>
<td>QHSS DNA Service</td>
<td>The interface supports the transfer and processing of DNA samples to QHSS and the results being brought back into Niche</td>
</tr>
<tr>
<td>Queensland</td>
<td>Niche Shared Service</td>
<td>Used by the QPS CRM and Internet web based systems. It exposes common web operations for searching for Call line identifiers, Persons, Orgs, Officers, Units, Vehicles and Locations etc. Allows creation of all occurrences, incidents and all linked data, reports, persons, addresses, vehicles, property, tasks, ids etc.</td>
</tr>
<tr>
<td>Queensland</td>
<td>QT Minda POI Service</td>
<td>This interface relates to the information received by the Queensland Transport Mobile data Unit for importing into MINDA. It provides Person of Interest (POI) information (such as absconders, escapees, missing persons, etc) to police officers in the field from the Niche system.</td>
</tr>
<tr>
<td>Queensland</td>
<td>QT Minda VOI Service</td>
<td>This interface relates to the information received by the Queensland Transport Mobile data Unit for importing into MINDA. Data sent are recognised vehicles of Interest from QPS. It provides Vehicle of Interest (VOI) information (such as stolen vehicles, wanted vehicles, false plates, etc) to police officers in the field from the Niche system.</td>
</tr>
<tr>
<td>Queensland</td>
<td>QT Person Tricklefeed Service</td>
<td>This interface provides a means of prepopulating Niche with name and address data for the majority of persons in Queensland. Updates are received from Queensland Transport (Generally every two hours)</td>
</tr>
<tr>
<td>Queensland</td>
<td>QT Trails VOI Service</td>
<td>Queensland Transport (QT) record information about vehicle/vessel registrations in the TRAILS database. To ensure that vehicles/vessels that have been stolen are not re-registered by other parties, QT requires information about the theft and recovery of vehicles and vessels. QT receives information about vehicles Crimtrac’s NEVDIS system, which itself obtains information from QPS (and others) therefore this interface only transmit details of vessels to QT as these are not part of the feed from NEVDIS.</td>
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</tbody>
</table>
| **Queensland** | **QT Trails Web Service** | **Queensland Transport (QT) Trails Web Services** comprises both client components and server components that in turn fulfill the requirements of seven interface groups:  
- QT Vehicle Services  
- QT Vessel Services  
- QT Infringements  
- QT Licence Services  
- QT Registrations  
- QT Utilities  
- QT Common Requirements | **Queensland Police Service & Queensland Transport** |
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<tbody>
<tr>
<td><strong>Queensland</strong></td>
<td><strong>Road Crash Service</strong></td>
<td>This interface group comprises a single interface that provides traffic accident data to OESR, who load it into the QT RoadCrash system and manage the data thereafter. This data is used for statistical analysis of traffic incidents and reporting to various government bodies.</td>
<td><strong>Queensland Police Service &amp; Queensland Transport</strong></td>
</tr>
<tr>
<td><strong>Queensland</strong></td>
<td><strong>RV Queries Service</strong></td>
<td>The RVQueries interface provides the ability to perform driver and vehicle searches against QPS's copy of Trails data held within the TrailsRV database. This interface is used by the RVQueries Niche Plug-In which is accessed from the EXTERNAL Niche menu. The TrailsRV database is maintained by separate integration service TrailsRV on a nightly basis.</td>
<td><strong>Queensland Police Service &amp; Queensland Transport</strong></td>
</tr>
<tr>
<td>Queensland</td>
<td>SCRAM Service</td>
<td>Provides details of suspects and offenders to the QPS Police Information Centre. The data is used to check and monitor applicants and holders of particular accreditations such as blue cards, teachers and taxi drivers for involvements in crimes which may render a person unsuitable to hold that accreditation. For example: A blue card holder who is involved in an assault on a child. The interface is run nightly and produce an xml file containing all suspects, offenders and domestic violence respondents who have had changes or additions in the previous 24 hour period. The interface was enhanced as part of Niche Phase 2.2 to send persons with Offender History to SCRAM. This includes persons with Legacy Offender History converted from Polaris as well as persons who have offender history added in Niche as part of the ongoing business process.</td>
<td>Queensland Police Service</td>
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<tr>
<td>Queensland</td>
<td>Specimen Charges Service</td>
<td>The ISB Specimen Charges database is the physical store for QPS offence data. The Specimen charges interface provides an external plug-in to the Niche Records Management System to allow the user to select offence information from the Specimen Charges database. This information is used to charge a defendant with an offence. The Interface is initiated by a Niche user using the right-click plug-in functionality on the QPRME client. The Specimen Charges interface is accessible from Offence/Charge Screen. The interface uses a read only connection to the Specimen Charges Database to retrieve charge information and a read/write connection to Niche (NicheRMS) to retrieve and write charge information.</td>
<td>Queensland Police Service</td>
</tr>
<tr>
<td>Queensland</td>
<td>SPER Warrants Service</td>
<td>The SPER system, administered by JAG, provides for the collection and enforcement of unpaid infringement notices and court ordered fines. This interface deals with the electronic administration of those warrants. On a daily basis the SPER system creates two files which it transmits to QPS. One file for new warrants coming in to the Niche system, and the other for electronic warrants which are being recalled by the SPER system</td>
<td>Queensland Police Service</td>
</tr>
<tr>
<td>Queensland</td>
<td>SPIRS Service</td>
<td>This interface comprises a single interface that provides stolen property information to the QPS Property Crime Investigation Unit. The data is used for cross matching against information received from pawn brokers and second hand shops about property traded through their outlets</td>
<td>Queensland Police Service</td>
</tr>
<tr>
<td>Queensland</td>
<td>TBCS Service</td>
<td>Responsible for the transfer of defendant charge data to QWIC. It provides the interface to Niche and performs the data transfer, calling a web method at the IJIS Hub. This includes the sequence of events required to retrieve, validate and successfully complete and confirm the transfer of defendant bench charge data.</td>
<td>Queensland Police Service &amp; Justice Dept</td>
</tr>
<tr>
<td>Queensland</td>
<td>Traffic Crash Licence Service</td>
<td>This interface is provided to allow the population of current licence details in a PersonMVC Report. The interface uses the person's QT Customer id to call TMR LicenceDetails webservice L004 and returns this data into the Licence related fields.</td>
<td>Queensland Police Service &amp; Queensland Transport</td>
</tr>
<tr>
<td>Queensland</td>
<td>Traffic Incident Service</td>
<td>DVDS will call this TrafficIncidentService (providing Occurrence file numbers as input) and receive a response containing relevant Occurrence information. This information will typically contain details of traffic incidents involving QPS vehicles. The response data is then used to pre-populate a number of web forms in DVDS which are then written to file downstream and sent to the QPS’s third party insurer. The DVDS application is also used internally for administrative, statistical and investigation purposes</td>
<td>Queensland Police Service</td>
</tr>
<tr>
<td>Queensland</td>
<td>Trails RV Service</td>
<td>QPS receives a daily update of information related to Registered Vehicles from Transport and Main Roads (TMR). This information is maintained in a QPS database in order to support intelligence queries and to act as a backup for when real-time integration performed through the QT-Web Services interface is unavailable. The TrailsRV interface is responsible for maintaining the QPS copy of registered vehicle data held within database TrailsRV. On a regular basis QPS receives files of vehicle and registration information from TMR which triggers the TrailsRV service to perform an update.</td>
<td>Queensland Police Service &amp; Queensland Transport</td>
</tr>
<tr>
<td>Queensland</td>
<td>Transport Licence Service</td>
<td>Retrieves licensing data from TMR-Trails source of truth given a licence identifier</td>
<td>Queensland Police Service &amp; Queensland Transport</td>
</tr>
<tr>
<td>Queensland</td>
<td>VBCS Service</td>
<td>The Validate Bench Charge Sheet (VBCS) is a module that exists for the purpose of validating Niche data prior to its transfer to Justice via the Transfer Bench Charge Sheet (TBCS) Interface. The VBCS executes business validation rules associated with the data contained within the TBCS Interface. If any rules are violated a Validation Result Screen is displayed to the user indicating which Niche data item(s) need to be corrected before the transfer to Justice can occur.</td>
<td>Queensland Police Service</td>
</tr>
<tr>
<td>Queensland</td>
<td>Weapons Bulk Matching Service</td>
<td>This is a web service that provides a searching function for the Bulk Weapons Matching Client (a small MS Windows application installed on the desktop machines in the Weapons Licencing Branch). The Bulk Match Weapons client extracts match criteria from the Excel document, invokes the Bulk Match Weapons web service to retrieve any possible weapon matches (matching on the Weapons Number, Tag Number, and Serial + Make) against NicheRMS, then the client updates the Excel document with the match results.</td>
<td>Queensland Police Service</td>
</tr>
<tr>
<td>Queensland</td>
<td>Weapons Expired Services</td>
<td>Produces daily list of Weapons Licences held by Individuals or Businesses pending expiry for loading into CRM.</td>
<td>Queensland Police Service</td>
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<tr>
<td>Queensland</td>
<td>Weapons RIA Service</td>
<td>The RIA service randomly selects a percentage of eligible Weapons Licence Holders for a weapons storage inspections audit every month. The service creates RIA tasks which are assigned to the nominated Police station for the suburb the storage location is in. As a fallback the task is assigned the Weapons Licensing Branch (WLB). A file is also written, containing the tasks created by the run and a list of Licence Holders that did not have a task created (because they have over 30 weapons, and therefore need to comply with different storage rules).</td>
<td>Queensland Police Service</td>
</tr>
</tbody>
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**South Wales**

<table>
<thead>
<tr>
<th>South Wales</th>
<th>CAD</th>
<th>Interface to NSPIS CAD</th>
<th>Niche</th>
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<tr>
<td>South Wales</td>
<td>CJIT</td>
<td>National interface to the Crown Prosecution Service (Case files)</td>
<td>Niche</td>
</tr>
<tr>
<td>South Wales</td>
<td>Gazetteer</td>
<td>Interface to Compass Blue8 gazetteer and QAS (moving to Alligned Assets Gazetteer)</td>
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<td>National interface from the Courts (dispositions)</td>
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<td>PND</td>
<td>Interface to extract data from Niche and send it to the Police National Database</td>
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</table>

**Springfield**

<table>
<thead>
<tr>
<th>Springfield</th>
<th>Open Query PC Items</th>
<th>Open Query is a CAD program that allows a fast inquiry of multiple programs through Motorola P1 CAD; MULES, Greene County Courts, Springfield Municipal Court, NCIC. Since PC items are created and maintained in Niche, this interface feeds a list of in-house PC items (probable cause warrants) to Open Query every 4 hours. This is currently in use.</th>
<th>City of Springfield; Rich Kennehan and Chuck Collins</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Department</td>
<td>Description</td>
<td>Contributors</td>
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<tr>
<td>Springfield</td>
<td>Municipal Court</td>
<td>The Springfield Municipal Court issues hundreds of warrants per week. The data entry was very taxing so an interface was developed that will feed the warrants and set flags in Niche. The Court places a set of XML data on a server and the interface will then search for the case number and person charged in the database. A warrant will be entered, filling in charge and bond information and creating a warrant flag. This is currently in use and needs more development.</td>
<td>City of Springfield; Rich Kennehan and Phil Krebs</td>
</tr>
<tr>
<td>Springfield</td>
<td>Greene County Booking</td>
<td>The Greene County Booking interface pulls in booking photos and arrest descriptions to an incident in Niche. The officer will create an incident and arrest report, linking the SPD incident number to the booking event at the Greene County Jail. Every morning at 0400, the jail side of the interfaces creates an XML of the previous day's booking photos and places them on a server. The SPD side of the interface then matches the case number and the person's name, populating an Ident description with a photo on the arrest report. If the arrest report is not completed, the booking information stays in a queue and will uploaded during the next scheduled interface sequence. The interface is in use and needs more development to populate the Republic PD booking photos.</td>
<td>City of Springfield, Rich Kennehan and Greene County Information Systems Dave Cavener</td>
</tr>
<tr>
<td>Springfield</td>
<td>CAD</td>
<td>The interface to the Motorola CAD populates incident information to Niche and creates the initial workflows to the officer and detective units. The interface runs on a 5 minute cycle creates the incident for the report writer. It populates the case number, reported time, call code from CAD, incident location and a CAD XML that has the original call taker's notes from the 911 call or initial call to the 911 center. Based on call code, a workflow is sent to a detective unit for case assignment or review of the report.</td>
<td>Niche Mike Keath, City of Springfield Jonathan Allen, Rich Kennehan</td>
</tr>
<tr>
<td>Springfield</td>
<td>Command Central</td>
<td>Command Central is a new product for SPD. It provides a hot spot map and incident analysis to officers and command staff. The interface populates incident information, incident type and report numbers. This is private interface which is considered the private side of CrimeReports.com.</td>
<td>City of Springfield, Rich Kennehan and Command Central Representatives</td>
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<tr>
<td>Springfield</td>
<td>CrimeReports.com</td>
<td>CrimeReports.com is a website that displays incident information to the public through our department's website at this link: <a href="https://www.crimereports.com/map?CRSearch=spiringfield%20mo">https://www.crimereports.com/map?CRSearch=spiringfield%20mo</a> The citizen can filter information based on crime type or area and view current incidents with basic incident information. The interface is currently in use.</td>
<td>City of Springfield Nichole Plowman</td>
</tr>
<tr>
<td>Springfield</td>
<td>Carfax</td>
<td>Carfax is a accident report distributor the department has contracted with to supply copies of accident reports to the public for a fee. The interface extracts XML information regarding accident reports once a day. The interface is in use.</td>
<td>City of Springfield Rich Kennehan and a representative of Carfax</td>
</tr>
<tr>
<td>Springfield</td>
<td>False Alarm Access DB</td>
<td>Prior to Niche, our alarm billing was entered and maintained in an access database. Officers would write the alarm report in the database and an administrator would reconcile the reports and create bills for alarms. The access database is no longer supported so the entry was moved to Niche. Niche does not have billing capabilities so the database was kept active. The alarm interface sweeps Niche once a week and looks for alarm reports with a closed FYI task. When a report is found, the interface populates the database with current alarm reports. The administrator can then prepare billing twice a month. This interface requires much maintenance and is going to be disabled within the next few months.</td>
<td>City of Springfield Rich Kennehan</td>
</tr>
<tr>
<td>Springfield</td>
<td>PMAM Alarms Billing</td>
<td>PMAM is a third party vendor that does alarm billing. The interface is being developed and will probably access the Niche database to pull alarm event report information.</td>
<td>City of Springfield Rich Kennehan, Kevin Johnson and a PMAM representative.</td>
</tr>
<tr>
<td>Location</td>
<td>Interface</td>
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<td>Contact</td>
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<tr>
<td>Springfield</td>
<td>MODEX/Coplink</td>
<td>This interface is not currently in use. A bridge was created to send data to the Missouri Data Exchange. The interface is for sharing incident and report information to agencies in the State of Missouri through Coplink software.</td>
<td>Cody Systems RMS, City of Springfield Jeanie Priebe</td>
</tr>
<tr>
<td>Springfield</td>
<td>i2 Interface</td>
<td>This is currently not a working interface. i2 is analysis software to be used by our Crime Analysis Unit. We have had the product for two years and still do not have a working product. Data fields have been mapped to create a Niche-to-i2 exchange.</td>
<td>i2, City of Springfield Kevin Johnson</td>
</tr>
<tr>
<td>SUSSEX</td>
<td>Gazetteer</td>
<td>Interface to Compass Blue8 gazetteer (moving to Aligned Assets Gazetteer)</td>
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<td>Interface to Livescan units</td>
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<td>Interface with Police National Computer to search for people</td>
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<td>WEST YORKSHIRE</td>
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<td>WILTSHIRE</td>
<td>CJIT</td>
<td>National interface to the Crown Prosecution Service (Case files)</td>
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<td>Location</td>
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**Winnipeg**

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<td>CAD</td>
<td>Interface to Intergraph CAD</td>
</tr>
<tr>
<td>Winnipeg</td>
<td>CPIC</td>
<td>Communicates between CPIC and Niche RMS</td>
</tr>
<tr>
<td>Winnipeg</td>
<td>XML Query Interface</td>
<td>Extracts Case File information for transfer to the Provincial Courts' computer system</td>
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<tr>
<td>Winnipeg</td>
<td>RCMP Live Scan Interface</td>
<td>Sends Fingerprint Information to our AFIS system</td>
</tr>
<tr>
<td>Winnipeg</td>
<td>SAMS Interface</td>
<td>Accepts data from our HR system and updates information on employees such as Rank and Org Unit</td>
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<tr>
<td>Winnipeg</td>
<td>PON Interface</td>
<td>Extracts and formats Provincial Offence Notice data for electronic transmission to the courts</td>
</tr>
<tr>
<td>Winnipeg</td>
<td>Bulk Document Loader</td>
<td>Assists in importing and linking scanned documents into Occurrences</td>
</tr>
<tr>
<td>Winnipeg</td>
<td>PIP Interface (QUERY)</td>
<td>Provides access to PIP information through the Niche RMS Client</td>
</tr>
<tr>
<td>Winnipeg</td>
<td>Address Verification Data import</td>
<td>Updates Niche Address Verification Data from our Intergraph CAD system</td>
</tr>
<tr>
<td>Winnipeg</td>
<td>Manitoba Driver's License and Registered Owner Query Interface</td>
<td>Queries the provincial Registered Owner's and Driver's License database</td>
</tr>
<tr>
<td>Winnipeg</td>
<td>CAD Query Interface</td>
<td>Allows access to RMS data from the Intergraph CAD system</td>
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AGENDA ITEM REVIEW SHEET

To: Mayor and City Council
From: Natalie Lazenby, Human Resource Specialist/Risk Manager; Frank Jenkins, City Attorney
Date: March 3, 2017
Meeting: March 10, 2017
Subject: Ordinance 2017-04 adopting Spring Hill Municipal Code Section 1-114: Prohibiting Discrimination and Harassment

**Formal Action:** Adoption of Ordinance 2017-04 amending the Spring Hill Municipal Code by adding Section 1-114: Prohibiting Discrimination and Harassment.

**Background:** In recent years, Congress has acted to expand the Americans with Disabilities Act (ADA) with the Americans with Disabilities Amendments Act (ADAAA), the courts have clarified several aspects of Title VII of the Civil Rights Act of 1964 (Title VII) and the ADA and a number of other employment laws, and the state and federal governments have increasingly included anti-discrimination provisions within grant-funding provisions. While the City has addressed its obligations under the applicable laws prohibiting discrimination and harassment in employment through the Employee Handbook for the City of Spring Hill, Kansas, the Employee Handbook does not apply to the Governing Body, other appointed officials, agents, volunteers or representatives of the City. The proposed ordinance remedies the omission and ensures the City’s commitment to a discrimination- and harassment-free workplace.

Moreover, while City has addressed its policy obligations to prohibit and prevent discrimination in the access to and provision of government services in a variety of commitments and agreements, the Municipal Code does not set forth the City’s policy statements with regard to the such prohibitions and assurances of access to the disabled in one easily identifiable section. The proposed ordinance also establishes the City’s policy statements prohibiting discrimination in the provision of government services, access to government facilities, programs and services, and commitment to same.

Changes to the law dictate that responsible governments and employers take steps to maintain compliance with evolving legal standards. The ordinance presented for your consideration and adoption sets forth the policies of the City of Spring Hill and, in coordination with the ongoing amendments to the Employee Handbook, will maintain the City’s compliance with applicable anti-discrimination laws and administrative regulations. In addition, the proposed ordinance reflects developments and best practices in employee relations, liability prevention, and human resources management practices with regard to the reporting and investigation of allegations of workplace harassment and discrimination.

**Analysis:** The proposed ordinance sets forth the City’s policy statements with regard to prohibiting discrimination, harassment, and providing of nondiscriminatory services, programs, and accessibility and accommodation to persons with disabilities. The ordinance and the policy statements and procedures set forth therein apply to all elected and appointed officials, including but not limited to the members of the City Council and the Mayor, all officers and employees, and all appointed board members, advisory board members, volunteers, agents, or others providing services for or acting on behalf of the city. Moreover, the ordinance prohibits all such persons from discriminating against or harassing any employee or applicant for employment with the City. The ordinance establishes specific procedures for reporting and investigating allegations of discrimination or harassment in the workplace.
The proposed ordinance sets forth the policy statements within the Municipal Code that the City shall: 1) provide fair and equal treatment to all persons and shall not discriminate against any person on the basis of their membership in a protected class in the access to and administration of government services; 2) prohibits and discrimination against any person on the basis of disability in employment, access to city facilities, and access to programs and services offered by the city to provide access to all such facilities, services, programs, and the like, and will make reasonable accommodation to the known disabilities of qualified employees and applicants for employment; 3) provide equal opportunity in employment to all employees and applicants for employment; 4) prohibit harassment in the workplace and not tolerate conduct that harasses, disrupts, or interferes with another’s work performance or that creates an intimidating, offensive, or hostile environment.

The proposed ordinance reflects and incorporates recent developments in the law and maintains the City’s compliance with state and federal anti-discrimination legislation. While outside counsel, the Human Resources Specialist/Risk Manager, the City Attorney, and the City Administrator, in cooperation with the City’s officers are currently amending the Employee Handbook for the City of Spring Hill, Kansas, outside counsel, the Human Resources Specialist, and the City Attorney recommend the Governing Body adopt the attached ordinance at this time in light of its independent significance.

The proposed ordinance defines and prohibits discrimination and harassment in employment consistent with current legal standards. The ordinance encourages employees to report allegations of discrimination or harassment they suffer, require employees to report incidents of discrimination that they witness, and establishes the process for the reporting, investigation, and action to be taken in addressing reports or allegations of discrimination or harassment, particularly discrimination or harassment based upon race, color, sex or gender, religion or creed, age, disability, pregnancy, genetic information, national origin or ancestry, military status or membership or service in the military, or any other characteristic protected by applicable federal or state law.

**Alternatives:** The Governing Body may opt: 1) to decline to move forward with the adoption of the proposed Ordinance 1-114 and maintain current policies; 2) to amend the proposed ordinance and adopt the amended ordinance; 3) to decline to adopt the proposed ordinance and direct staff and counsel to amend the proposed ordinance in a manner consistent with your direction. Counsel and staff do not believe that the first alternative is a viable option.

**Legal Review:** The proposed ordinance has been reviewed and approved by the City Attorney.

**Funding Review or Budgetary Impact:** The proposed ordinance presents no impact on funding or budget, but the ordinance is likely to reduce future potential liability.

**Recommendation:** Approval.

**Attachments:** Ordinance 2017-04.

cc: Jonathan Roberts, City Administrator
    Frank Jenkins Jr., City Attorney
    Richard Mann, Chief of Police
    Melanie Landis, Director of Finance
    Jim Hendershot, Director of Community Development
    Glenda Gerrity, City Clerk
AN ORDINANCE ADDING SECTION 1-114, CHAPTER 1, ARTICLE 1 TO THE SPRING HILL MUNICIPAL CODE RELATING TO PROHIBITION OF DISCRIMINATION OR HARASSMENT.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SPRING HILL, KANSAS:

Section 1. Section 1-114 added to Spring Hill Municipal Code relating to Discrimination or Harassment Conduct. Section 1-114, Chapter 1, Article 1, is hereby added to the Spring Hill Municipal Code as follows:

"1-114. PROHIBITING DISCRIMINATION AND HARASSMENT.

\[a\] It is the policy of the city to provide fair and equal treatment to all persons in the access to and administration of government services. The city does not discriminate against any qualified or eligible person in the provision of its services, the administration of its programs, or in the participation of its activities on the basis of race, color, sex or gender, religion or creed, age, disability, pregnancy, genetic information, ancestry or national origin, military status or membership or service in the military. The city shall comply with all applicable federal, state, and local laws, rules, regulations, and grant provisions for the protection of the rights of all persons in the provision of and access to services, programs, and activities.

\[b\] It is the policy of the city to prohibit and prevent discrimination against any person on the basis of physical or mental disability in employment, access to city facilities, and access to programs and services offered by the city. No qualified, eligible person shall be denied the benefit of, participation in, access to, or opportunity for any service, program, activity, employment, or other consideration provided by or through the city, or its officials, agents or employees due to or on the basis of any disability. The city shall take action consistent with applicable state and federal law to provide access to all such facilities, services, programs, and the like, and make reasonable accommodation to the known disabilities of qualified employees and applicants for employment.

\[c\] This ordinance and the policy statements provided herein are applicable to all city officials, elected or appointed, including but not limited to the Mayor and Council Members, all employees and officers of the city, and all appointed board members, advisory board members, volunteers, agents, or others providing services for or acting on behalf of the city.

\[d\] It is the policy of the city to provide equal opportunity in employment to all employees and applicants for employment. No person will be discriminated against in any aspect of employment because of race, religion, color, sex or
gender, age, national origin, disability, military status, genetic information, or any other characteristic protected by applicable federal or state law. The city prohibits and will not tolerate unlawful discrimination by elected and appointed officials, including but not limited to the Mayor and Council Members, or officers or employees against any officer, employee, or applicant for employment.

1. This ordinance applies to all terms, conditions, and privileges of employment and all city policies.

2. The city will take direct and immediate action to prevent, correct, and address all reported instances of discrimination.

3. The city will make reasonable accommodations for the impairments of qualified employees and applicants for employment with disabilities, consistent with the qualifications required for the essential functions of the position, unless the accommodation would cause undue hardship. The city will make reasonable accommodations for individuals’ bona fide religious beliefs and practices to the extent required by federal or state law, unless such accommodation would result in undue hardship.

4. The city shall comply with all applicable federal, state, and local laws, rules, and regulations for the protection of the rights of applicants and employees, including federal and state employment-related statutory recordkeeping and notice requirements.

5. The city has adopted personnel policies prohibiting discrimination in the workplace applicable to all city officers and employees and set forth with in the Employee Handbook for the City of Spring Hill, Kansas.

e. It is the policy of the city to prohibit harassment in the workplace and not to tolerate verbal or physical conduct by any elected or appointed official or officer or employee that harasses, disrupts, or interferes with another’s work performance or that creates an intimidating, offensive, or hostile environment. The city prohibits all forms of harassment, especially based upon race, color, sex or gender, religion or creed, age, disability, pregnancy, genetic information, ancestry or national origin, military status or membership or service in the military.

1. The city will take direct and immediate action to prevent harassment in the workplace, and to address all reported instances of such inappropriate behavior.

2. The city specifically prohibits inappropriate or offensive sex- or gender-based conduct in the workplace. Sexual harassment is any form of unwelcome conduct of a sexual nature in the workplace that is directed at or adversely affects an individual of either sex. Such prohibited conduct includes:
A. Unwanted physical contact or conduct, including sexual advances, propositions, or flirtations;

B. Requests or pressure of any kind for sexual favors, activities, or contact;

C. Verbal harassment of a sexual nature, such as lewd comments, sexually explicit jokes or comments, or abusive, degrading, intimidating, or offensive personal references;

D. Physical contact or touching of a sexual nature, including physical or sexual assault; and,

E. Display, circulation, or communication of any sexually suggestive, demeaning, explicit, insulting or offensive objects, pictures, or written, recorded, or electronically transmitted materials of any kind.

3. Other forms of harassment which are based on race, color, sex or gender, religion or creed, age, disability, pregnancy, genetic information, ancestry, or national origin, military status or membership or service in the military are also specifically prohibited and include offensive conduct directed at or adversely affecting an individual. This includes but is not limited to:

   A. Either explicitly or implicitly ridiculing, mocking, deriding, or belittling any person, based upon his/her race, color, sex or gender, religion or creed, age, disability, pregnancy, genetic information, ancestry, or national origin, military status or membership or service in the military.

   B. Making offensive or derogatory comments to any person, either directly or indirectly, based upon his/her race, color, sex or gender, religion or creed, age, disability, pregnancy, genetic information, ancestry, or national origin, military status or membership or service in the military.

4. The city has adopted personnel policies prohibiting harassment in the workplace applicable to all city officers and employees and set forth within the Employee Handbook for the City of Spring Hill, Kansas.

f. Reporting allegations of discrimination or harassment in the workplace:

   1. Officers, employees, and applicants are encouraged to report any concerns with regard to being subjected to discrimination or harassment in the workplace. Officers and employees who witness or become aware of others being subjected to discrimination or harassment in the workplace must report those concerns consistent with this ordinance and/or the provisions set forth
within the Employee Handbook for the City of Spring Hill, Kansas, as applicable.

2. Retaliation against any individual for reporting an allegation or concern of discrimination or harassment is strictly prohibited and will result in disciplinary action up to and including termination of employment for employees and officers, and sanction, removal from appointment, public censure, or other appropriate consequence for appointed or elected officials.

3. Any complaint directed against or with regard to conduct of the City Administrator or a City Council member should be promptly reported to the Mayor (or the Mayor pro tem if the Mayor is the subject of the complaint) and the City Attorney.

4. Any complaint directed against or with regard to the conduct of the City Attorney shall be promptly reported to the Mayor and the City Administrator.

5. Any employee or applicant who becomes aware of situations involving unwelcome or inappropriate behavior directed toward him or her or against another employee of the city, should immediately report the matter Human Resources Generalist/Risk Manager.

   A. While employees are encouraged to report such allegations directly to the Human Resources Generalist/Risk Manager, employees may also report such allegations to a supervisor, manager, or department head without regard to the chain of command.

   B. Any supervisor, manager, or department head who receives a complaint or allegation of discrimination or harassment must immediately report the complaint or allegation to the Human Resources Generalist/Risk Manager.

   C. Any complaint or allegation directed against the Human Resources Generalist/Risk Manager shall be promptly reported to the City Administrator.

g. Investigating allegations of discrimination or harassment in the workplace:

   1. Upon receipt of any complaint or allegation of discrimination or harassment in violation of this ordinance or the provisions of Employee Handbook for the City of Spring Hill, Kansas prohibiting discrimination and harassment in the workplace, the city will immediately initiate an administrative investigation of the matter.
A. All employees, officers, appointed and elected officials will fully cooperate with the administrative investigation without fear of retaliation or reprisal.

B. To the extent possible in light of the applicable law, city policies, and the purpose of the ordinance, the investigator shall conduct the investigation in a confidential manner.

C. The investigator shall: take statements from the complaint or reporting party, witnesses, any employee, officer, or elected or appointed official, and other involved parties as appropriate in his or her discretion; make and document his or her findings and conclusions; and recommend appropriate disciplinary action, if any.

2. If the complaint or allegation is directed against an officer or employee, the Human Resources Generalist/Risk Manager will immediately open and maintain a file regarding the matter and notify the City Attorney. The Human Resources Generalist/Risk Manager will ordinarily conduct an investigation alleging discrimination or harassment by an officer or employee of the city; however, the Human Resources Generalist/Risk Manager in consultation with the City Attorney may assign the investigation of the matter to the City Attorney, outside counsel, or a third-party, when appropriate.

3. If the complaint is directed against the Human Resources Generalist/Risk Manager, the City Administrator, the City Attorney, or a member of the Governing Body, the city shall employ outside counsel or a third-party outside city employment to conduct the investigation.

4. Upon completion of the administrative investigation, the investigator will submit his or her written findings and recommendations.

   a. If the investigation concerns the alleged misconduct of an employee, the investigator shall report his or her findings, conclusions, and recommendations to the employee’s department head, the City Administrator, and the City Attorney.

   b. If the investigation concerns the alleged misconduct of an officer, the investigator shall report his or her findings, conclusions, and recommendations to the City Administrator and the City Attorney. The City Administrator and/or the City Attorney shall advise the Governing Body in executive session of any violation of this ordinance or the provisions of Employee Handbook for the City of Spring Hill, Kansas prohibiting discrimination and harassment in the workplace by an officer. The City Administrator shall recommend any disciplinary action to the Governing Body in executive session consistent with the provisions of the Employee Handbook.
c. If the complaint is directed against the Human Resources Generalist/Risk Manager, the City Administrator, the City Attorney, or a member of the Governing Body, the investigator shall report his or her findings, conclusions, and recommendations to:

i. If regarding the Human Resources Generalist/Risk Manager, to the City Administrator and City Attorney;

ii. If regarding the City Administrator, to the City Attorney and the Governing Body;

iii. If regarding the City Attorney, to the City Administrator and the Governing Body;

iv. If regarding a member of the Governing Body, first to the City Attorney, and then in consultation with the City Attorney to either the Mayor or the Governing Body, as appropriate in light of the specific circumstances."

Section 2. Effective Date. This Ordinance shall become effective upon its publication as provided by law.

Passed by the City Council on this 9th day of March, 2017 and approved by the Mayor this 9th day of March, 2017.

_________________________
STEVEN M. ELLIS, MAYOR

SEAL

ATTEST:

_______________________________
GLENDA GERRITY, CITY CLERK

APPROVED AS TO FORM:

_______________________________
FRANK H. JENKINS, JR., CITY ATTORNEY
AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, FINANCE DIRECTOR
MEETING DATE: MARCH 9, 2017
DATE: MARCH 2, 2017

[NOTE: The principal amount of the bond issue may change slightly at the time of the sale and the final resolution will be submitted for Council consideration on the day of the bond sale/Council meeting.]

**Formal Action Item:** Resolution authorizing the issuance and delivery of $1,560,000 principal amount of general obligation temporary notes, Series 2017A, of the City of Spring Hill, KS, for the purpose of temporarily financing the cost of certain internal improvements of the City (Dayton Creek Benefit District, Phase I).

**Background/Analysis:**
Issuance of general obligation temporary notes for the purpose of constructing improvements related to Dayton Creek benefit district, phase 1, in the approximate amount of $1,560,000, known as Series 2017A.

**Funding Review or Budgetary Impact:** Temporary notes will fund the expenditures related to the improvements and later refunded with long term general obligation bonds.

**Legal Review:** Resolution was prepared by Kutak Rock, the City’s bond counsel and reviewed by the City attorney.

**Recommended Motion:** Approval of resolution 2017-R-04 authorizing the issuance and delivery of $1,560,000 principal amount of general obligation temporary notes, Series 2017A, of the City of Spring Hill, KS, for the purpose of temporarily financing the cost of certain internal improvements of the City (Dayton Creek Benefit District, Phase I).

**Attachments:** Resolution 2017-R-04 (draft)
RESOLUTION NO. 2017-R-04

A RESOLUTION AUTHORIZING THE ISSUANCE AND DELIVERY OF $1,560,000 PRINCIPAL AMOUNT OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2017A, OF THE CITY OF SPRING HILL, KANSAS, FOR THE PURPOSE OF TEMPORARILY FINANCING THE COST OF CERTAIN INTERNAL IMPROVEMENTS OF THE CITY.

WHEREAS, pursuant to K.S.A. 12-6a01 et seq., as amended, and all other provisions of the laws of the state of Kansas (the “State”), by proceedings and other actions legally taken, the City of Spring Hill, Kansas (the “City”) is proceeding with constructing certain street, sanitary sewer, storm drainage, water and related improvements (the “Improvements”), at a total estimated cost of approximately $1,560,000, including estimated costs of issuing notes; and

WHEREAS, it is necessary and desirable to pay such costs through the issuance of general obligation notes of the City; and

WHEREAS, the cost of the Improvements is authorized to be paid in whole or in part by the issuance of general obligation notes of the City in the manner provided by law; and

WHEREAS, it is necessary for the City to provide interim financing for the Improvements until the construction is completed and general obligation bonds can be issued to permanently finance the cost of the Improvements, and it is desirable and in the interest of the City that such funds be raised by the issuance of temporary notes of the City, the notes to be issued by the City pursuant to K.S.A. 10-123;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SPRING HILL, KANSAS, AS FOLLOWS:

ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms.

“Act” means the Constitution and statutes of the State including, but not limited to, K.S.A. 10-123 and K.S.A. 12-6a01 et seq., all as amended or supplemented.

“Authorized Costs” means the amount of expenditures for an improvement, including capitalized interest and interest during construction, which has been authorized to be paid by the City by an ordinance or resolution of the City, including expenditures made to redeem outstanding general obligation bonds and outstanding notes issued to pay for such improvement and Costs of Issuance of the Notes, less (a) the amount of any notes or bonds of the City which are currently outstanding and available to pay such Authorized Costs and (b) any Authorized Costs which have been previously paid by the City or by any eligible source of funds unless such amounts are entitled to be reimbursed under State and federal law.
“Authorized Denominations” means the denomination of $5,000 or any integral multiple thereof.

“Authorized Investments” means those investments permitted by K.S.A. 10-131, as amended from time to time, or as otherwise permitted under the laws of the State.

“Beneficial Owner” means any Person who (a) has the power directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any book-entry note (including persons holding book-entry notes through nominees, depositaries or other intermediaries), or (b) is treated as owner of any book-entry note for federal income tax purposes.

“Bond and Interest Fund” means the Bond and Interest Fund of the City for its general obligation bonds.

“Bond Counsel” means the firm of Kutak Rock LLP, or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the City.


“Capitalized Interest Deposit” means the amount set forth on Exhibit B to be deposited into the Principal and Interest Account.

“City” means the City of Spring Hill, Kansas.

“City Clerk” means the appointed and acting City Clerk of the City or, in the City Clerk’s absence, the appointed acting City Clerk of the City.

“City Treasurer” means the appointed and acting City Treasurer of the City or, in the City Treasurer’s absence, the appointed acting City Treasurer of the City.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Notes, including, all publication, preparation, signing and mailing expenses, registration fees, all legal fees and expenses of Bond Counsel and other legal counsel, all fees and expenses of the municipal advisor and all fees of the Attorney General of the State, and any fees in connection with receiving municipal bond insurance or ratings on the Notes.

“Final Official Statement” means the final official statement prepared by the City or its representatives in connection with the sale of the Notes and delivered to the Original Purchaser within seven business days after the sale of the Notes in accordance with the SEC Rule. The Final Official Statement includes the information in the Preliminary Official Statement as supplemented or amended.
“Improvement Fund” means the fund by that name created in Section 5.01.

“Improvements” means the improvements referred to in the recitals to this Resolution or any Substitute Improvements, as defined in this Resolution.

“Interest Payment Dates” means April 1 and October 1 in each year, commencing October 1, 2017, and ending on the maturity date of the Notes, or such other time as the Notes are paid or provision for the payment is made.

“Mayor” means the elected and acting Mayor of the City or, in the Mayor’s absence, the appointed acting Mayor of the City.

“Note Registrar” means the State Treasurer and its successors and assigns.

“Notes” means the General Obligation Temporary Notes, Series 2017A, authorized by this Resolution in the aggregate principal amount of $[1,560,000], and dated March 28, 2017.

“Original Purchaser” means the original purchaser of the Notes described on Exhibit B to this Resolution.

“Outstanding” means all Notes issued, authenticated and delivered under the provisions of this Resolution, except:

(a) Notes canceled by the Paying Agent or delivered to the Paying Agent for cancellation pursuant to this Resolution;

(b) Notes for the payment or redemption of which monies or investments have been deposited in accordance with this Resolution; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Resolution.

“Owner” when used with respect to any Note means the Person in whose name such Note is registered on the registration books of the City as maintained by the Note Registrar.

“Participants” means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

“Paying Agent” means the State Treasurer, Topeka, Kansas, and any successors and assigns

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision or other public body.

“Preliminary Official Statement” means the Preliminary Official Statement which was prepared by the City and its advisors in connection with the sale of the Notes and distributed to
potential purchasers of the Notes before the Final Official Statement, as described in the SEC Rule, was made available.

“Principal and Interest Account” means the account by that name created in Section 5.01.

“Principal Payment Date” means April 1, 2020, or until such time as the aggregate principal amount of the Notes has been paid or provision is made for payment.

“Purchase Price” means the original purchase price of the Notes described on Exhibit B to this Resolution.

“Record Dates” means the fifteenth day of each month preceding the Interest Payment Dates of each year the Notes are Outstanding.

“Replacement Notes” means Notes issued to the Beneficial Owners of the Notes in accordance with Section 204 of this Resolution.

“Resolution” means this Resolution authorizing the issuance of the Notes.


“State” means the state of Kansas.

“State Treasurer” means the elected Treasurer of the State or, in the Treasurer’s absence, the acting Treasurer of the State.

“Substitute Improvement” means any improvement or addition in the City which has been authorized by a resolution or ordinance of the City in accordance with Section 504 of this Resolution to be in place of or in addition to the Improvements set forth in the recitals to this Resolution.

ARTICLE II
AUTHORIZATION OF THE NOTES

Section 201. Authorization of and Security for the Notes. The Notes are authorized and directed to be issued pursuant to this Resolution for the purpose of providing funds to pay the Authorized Costs of the Improvements.

The Notes shall be general obligations of the City payable as to both principal and interest from general obligation bonds of the City, from special assessments levied upon the property benefited by the construction of the Improvements and from current revenues of the City authorized for such purpose. If not so paid, the principal of and interest on the Notes shall be payable from ad valorem taxes which may be levied without limitation as to rate or amount.
upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar determines. The Notes will be dated March 28, 2017, bear interest from that date at the rate set forth on Exhibit B to this Resolution until paid and become due on the Principal Payment Date.

Interest on the Notes at the rate set forth on Exhibit B to this Resolution (computed on the basis of a 360-day year of twelve 30-day months) shall be payable on the Interest Payment Dates to the Owners of the Notes whose names appear on the books maintained by the Note Registrar at the close of business on the Record Dates.

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is designated as the Paying Agent and Note Registrar for the Notes. The Mayor and City Clerk of the City are authorized and empowered to execute on behalf of the City an agreement with the Note Registrar and Paying Agent for the Notes. The City reserves the right to appoint a successor Paying Agent or Note Registrar. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of paying agent or note registrar. Every Paying Agent or Note Registrar appointed by the City shall at all times meet the requirements of State law and the City will at all times maintain a Paying Agent and Note Registrar meeting the requirements of State law.

Section 204. Initial Registration with Securities Depository. The Notes shall be registered on note registration books maintained by the Note Registrar to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the City issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, and interest on, the Notes until and unless the City authenticates and delivers Replacement Notes to the Beneficial Owners in the manner described in this Section.

If the City determines (a) that the Securities Depository is unable to properly discharge its responsibilities, (b) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, (c) that the continuation of a book-entry only system to the exclusion of any Notes being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Notes, or if the City receives written notice from Participants having interests in not less than 50% of the Notes, as shown on the records of the Securities Depository, that the continuation of a book-entry only system to the exclusion of Notes being issued to any Owner other than Cede & Co., is no longer in the best interest of the Beneficial Owners of the Notes, or if the Securities Depository determines to discontinue providing book-entry services, then the City shall notify the Owners of the Notes of such determination or such notice and of the availability of certificates to Owners who request certificates, and the City shall authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts.
representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption. In such event, all references to the Securities Depository in this Resolution shall relate to the period of time when the Securities Depository has possession of at least one certificate. Upon the issuance of Replacement Notes, all references in this Resolution to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the City, to the extent such provisions are consistent with and applicable to Replacement Notes. If the Securities Depository resigns and the City or Owners are unable to locate a qualified successor of the Securities Depository, then the City shall authenticate and deliver Replacement Notes to the Participants for the benefit of the Owners.

Section 205. Method and Place of Payment of the Notes. The principal of, premium, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment, is legal tender for the payment of debts due the United States of America.

The principal of and any premium on the Notes shall be paid to the Owner of each Note upon presentation of the Note at the maturity or redemption date to the Paying Agent for cancellation. The interest payable on the Notes on any Interest Payment Date shall be paid by the Paying Agent to the Owner of each Note at the Owner’s address as it appears on the registration books of the City maintained by the Note Registrar at the close of business on the Record Date for such interest:

(a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register;

(b) at such other address as is furnished to the Paying Agent in writing by such Owner; or

(c) in the case of an interest payment to any Owner that is a securities depository, by wire transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank (which shall be in the continental United States), address, ABA routing number and account number to which such Owner wishes to have such wire directed. The Paying Agent will keep in its offices a record of payment of principal of, premium, if any, and interest on all Notes.

Section 206. Method of Execution and Authentication of the Notes. The Notes shall be executed for and on behalf of the City by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City Clerk and the seal of the City shall be affixed to or imprinted on the Notes. The Notes will be registered in the office of the City Clerk, which registration shall be evidenced by the manual or facsimile signature of the City Clerk with the seal of the City affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In the event that any of the previously mentioned officers shall cease to hold such offices before the Notes are issued and delivered, the Notes may be issued and transferred to other Owners as though the officers had not ceased to hold office, and such signatures appearing
on the Notes shall be valid and sufficient for all purposes as if they had remained in office until such issuance or transfer.

The Notes shall not be valid obligations under the provisions of this Resolution until authenticated by the Note Registrar or an authorized representative of the Note Registrar by execution of the Certificate of Authentication appearing on each Note. It shall not be necessary that the same representative of the Note Registrar execute the Certificate of Authentication on all of the Notes.

Section 207. Registration, Transfer and Exchange of Notes. As long as the Notes remain Outstanding, the City will instruct the Note Registrar to keep the books for the registration and transfer of the Notes as provided in this Resolution.

Upon presentation of the necessary documents as described below, the Note Registrar shall transfer or exchange any Note(s) for new Note(s) in an Authorized Denomination of the same maturity and for the same aggregate principal amount as the Note(s) which was presented for transfer or exchange.

All Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, executed by the Owner of the Notes or by the Owner’s authorized agent. In addition, all Notes presented for transfer or exchange shall be surrendered to the Note Registrar for cancellation.

Prior to delivery of the new Note(s) to the transferee, the Note Registrar shall register the same in the registration books and shall authenticate each Note.

The City shall pay out of the proceeds of the Notes the fees of the Note Registrar for registration and transfer of the Notes and the cost of preparing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners. The City and the Securities Depository shall be paid directly by the Note Owner for any tax or other governmental charge required to be paid with respect to a transfer.

The City and the Note Registrar shall not be required to issue, register, transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending at the close of business on the Interest Payment Date, or within 30 days of a date on which Notes are redeemed after notice of such redemption has been given in accordance with Article III of this Resolution.

New Notes delivered upon any transfer or exchange shall be valid obligations of the City, evidencing the same debt as the Notes surrendered, shall be secured by this Resolution and shall be entitled to all of the security and benefits to the same extent as the Notes surrendered.

The City, Note Registrar and Paying Agent may deem and treat the person in whose name any Note is registered as the absolute Owner of the Note, whether the Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal of, redemption premium, if any, and interest on the Note and for all other purposes, and all such payment so
made to any such Owner or upon the Owner’s order shall be valid and effectual to the extent of the sum or sums so paid, and neither the City, Note Registrar nor Paying Agent shall be affected by any notice to the contrary.

Section 208. Surrender and Cancellation of Notes. Whenever any Outstanding Notes are delivered to the Note Registrar for cancellation pursuant to this Resolution, upon payment of the principal amount of and interest on the Note or replacement pursuant to this Resolution, the Note shall be canceled by the Note Registrar and returned to the City Clerk.

Section 209. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen or destroyed, the City may execute and the Note Registrar may authenticate a new Note of like date, maturity, denomination and interest rate; provided, that in the case of any mutilated Note, the mutilated Note shall first be surrendered to the City or the Note Registrar, and, in the case of any lost, stolen or destroyed Note there will first be furnished to the Note Registrar’s and the City’s satisfaction evidence of such loss, theft or destruction together with an indemnity. In the event any such Note shall have matured, instead of issuing a duplicate Note, the City and Note Registrar may pay the same without surrender of the Note. The City and Note Registrar may charge to the Owner of such Note their reasonable fees and expenses in connection with replacing any Note or Notes mutilated, stolen, lost or destroyed.

Section 210. Execution and Delivery of the Notes. The Mayor and City Clerk are authorized and directed to prepare and execute the Notes in the manner specified above, and to cause the Notes to be registered in the offices of the City Clerk and the State Treasurer as provided by law, and, when executed and registered, to deliver the Notes to the Original Purchaser, upon receipt by the City of the Purchase Price.

Section 211. Form of the Notes. The Notes shall be printed in accordance with the format required by the Attorney General of the State and shall contain information substantially in the form set forth on Exhibit A to this Resolution or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 to 10-632, inclusive.

ARTICLE III
REDEMPTION OF THE NOTES

Section 301. Optional Redemption. At the option of the City, Notes may be called for redemption and payment prior to maturity on or after April 1, 2018, in whole or in part (selection of Notes to be designated by the City in such equitable manner as it may determine), at the redemption price of 100% (expressed as a percentage of the principal amount), plus interest accrued thereon to the date of redemption.

Section 302. Selection of Notes to be Redeemed. The Notes are to be redeemed only in Authorized Denominations. When less than all of the Notes are to be redeemed and paid prior to maturity, the Notes will be redeemed in the manner as the City determines.

In the case of a partial redemption of Notes by lot when Notes of denominations greater than an Authorized Denomination are Outstanding, each minimum Authorized Denomination of
face value will be treated as if it were a separate Note in such denomination. If it is determined that one or more, but not all, of the face value represented by any Note is selected for redemption, then upon notice of intention to redeem an Authorized Denomination, the Owner or the Owner’s authorized agent shall present and surrender the Note to the Note Registrar: (i) for payment of the redemption price (including the redemption premium, if any, and interest to the date fixed for redemption) of the Authorized Denomination of face value called for redemption; and (ii) for exchange, without charge to the Owner of the Note(s), for a new Note(s) of the aggregate principal amount of the unredeemed portion of the principal amount of such Note. If the Owner of any Note of a denomination greater than the minimum Authorized Denomination fails to present the Note as described above, the Note will, nevertheless, become due and payable on the redemption date to the extent of the amount called for redemption.

Notwithstanding the provisions of the preceding paragraph, in the event of a partial redemption of the Notes, the Securities Depository may, at its option, in lieu of surrendering such Note, make an appropriate notation on the Note certificate indicating the date and amounts of the reduction in the principal amount of such Note (except in the case of the final maturity of such Note, where the Note certificate shall be presented to the City prior to payment).

Section 303. Notice of Redemption. Unless waived by any Owner of Notes to be redeemed, if the City calls any Notes for redemption and payment prior to the maturity of the Notes, the City shall instruct the Note Registrar to give written notice of its intention to call and pay the Notes on a specified date, the same being described by maturity, the notice to be mailed by United States first class mail addressed to the Owners of the Notes, each of the notices to be mailed not less than 30 days prior to the date fixed for redemption. The City will also give any additional notice as may be required by State law or regulation of the Securities and Exchange Commission in effect as of the date of the notice.

All official notices of redemption will be dated and state: (1) the redemption date; (2) the redemption price; (3) if less than all of the Outstanding Notes are being redeemed, the identification (and, in the case of a partial redemption, the respective principal amounts) of the Notes being redeemed; (4) on the redemption date the redemption price will become due and payable on each Note or portion of the Note called for redemption, and interest on the Note shall cease to accrue from and after such date; and (5) the place where the Notes are to be surrendered for payment of the redemption price, which is the principal office of the Paying Agent.

During the time the Notes are registered in the name of Cede & Co., the notice described in the immediately preceding paragraphs shall be delivered to the Securities Depository. The Securities Depository shall, in turn, notify its Participants. It is expected that the Participants, in turn, will notify or cause to be notified the Beneficial Owners of the Notes. Any failure on the part of the Securities Depository, or failure on the part of a nominee of a Beneficial Owner of a Note (having received notice from the City, a Participant or otherwise) to notify the Beneficial Owner of the Notes so affected, shall not affect the validity of the redemption of such Notes.

On or prior to any redemption date, the City will deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Notes or portions of Notes which are to be redeemed on that date. In accordance with the notice, once the Notes are surrendered to the Paying Agent, the redemption price will be paid to the Owner. Installments of
any interest due on or prior to the redemption date shall be payable as provided in this Resolution. Upon surrender of any partially redeemed Note, a new Note or Notes of the same maturity in the amount of the unpaid principal will be prepared for the Owner. All Notes which have been redeemed will not be reissued. They will be cancelled and destroyed by the Paying Agent.

Section 304. Effect of Call for Redemption. Whenever any Note is called for redemption and payment as provided in this Article, all interest on the Note shall cease from and after the date the call is made, provided funds are available for its payment at the price previously specified.

ARTICLE IV
ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 401. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, the following funds and accounts will be created within the Treasury of the City:

A. Improvement Fund for the city of Spring Hill, Kansas, General Obligation Temporary Notes, Series 2017A; and

B. Principal and Interest Account for the city of Spring Hill, Kansas, General Obligation Temporary Notes, Series 2017A.

Section 402. Administration of Funds and Accounts. The funds and accounts established in this Resolution shall be administered in accordance with the provisions of this Resolution as long as the Notes are Outstanding.

ARTICLE V
APPLICATION OF NOTE PROCEEDS

Section 501. Disposition of Note Proceeds. Upon issuance and delivery of the Notes, the proceeds shall be deposited as follows:

A. In the Principal and Interest Account, (i) a sum equal to the accrued interest, if any, (ii) any premium set forth on the attached Exhibit B and (iii) the Capitalized Interest Deposit set forth on the attached Exhibit B. Moneys in the Principal and Interest Account will be used exclusively for the payment of the principal of, premium, if any, and interest on the Notes, including capitalized interest, and for the payment of Paying Agent fees.

B. The City will deposit the balance of the proceeds of the Notes immediately upon receipt into the Improvement Fund, which will be used solely for the purpose of paying the Authorized Costs of the Improvements. The City covenants that in the construction of the Improvements, it has or will perform all duties and obligations relative to such Improvements as are now or may be imposed by the Act and the provisions of this Resolution.
Section 502. Withdrawals from the Improvement Fund. The City Treasurer shall make withdrawals from the Improvement Fund solely for the purpose of paying the Authorized Costs of the Improvements, including Costs of Issuance.

Section 503. Surplus in the Improvement Fund. All moneys remaining in the Improvement Fund after the completion of the Improvements shall be transferred immediately to the Principal and Interest Account and applied to the principal due on the Notes.

Section 504. Substitution of Improvements. If the City is prevented, hindered or delayed from proceeding with the construction of the Improvements described in Section 101 of this Resolution, the City may elect to substitute or add other improvements pursuant to this Section (the “Substitute Improvement”) provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the City in accordance with the laws of the State, (2) a resolution or ordinance authorizing the use of the Substitute Improvement has been duly adopted by the governing body of the City, (3) the Attorney General of the State has approved the amendment to the transcript of proceedings for the Notes to include the Substitute Improvements and (4) the City has received an opinion of Bond Counsel to the effect that the use of the proceeds of the Notes to pay the Authorized Costs of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law and the Substitute Improvement has been duly authorized pursuant to this Section and the laws of the State.

ARTICLE VI
PAYMENT OF THE NOTES

Section 601. Application of Moneys in the Principal and Interest Account. All amounts paid and credited to the Principal and Interest Account will be expended and used by the City for the sole purpose of paying the principal of, premium, if any, and interest on the Notes as and when the same become due, including the payment of capitalized interest, and paying the usual and customary fees and expenses of the Paying Agent.

Section 602. Transfer of Funds to Paying Agent. The City Treasurer is authorized and directed to withdraw from the Principal and Interest Account and forward to the Paying Agent sums sufficient to pay both principal of, premium, if any, and interest on the Notes when they become due, and also to pay the charges made by the Paying Agent for acting in such capacity. Charges over and above the amount of the principal of, premium, if any, and interest on the Notes shall be forwarded to the Paying Agent. If, through the lapse of time, or otherwise, the Owners of Notes are no longer entitled to enforce payment of their obligations, it will be the duty of the Paying Agent to return the funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution.

Section 603. Surplus in Principal and Interest Account. Any moneys or investments remaining in the Principal and Interest Account after the retirement of the indebtedness for which the Notes were issued and all other indebtedness of the City shall be transferred and paid into the Bond and Interest Fund of the City.
ARTICLE VII
DEPOSITS AND INVESTMENT OF FUNDS

Section 701. Deposits. Cash moneys in each of the funds and accounts created and established by this Resolution will be deposited in a bank or banks or federal or state chartered savings and loan association(s) and shall be secured in accordance with State law.

Section 702. Investments. Moneys held in the funds and accounts created or established by this Resolution in conjunction with the issuance of the Notes may be invested by the City in Authorized Investments, or in other investments allowed by State law, in the amounts and maturing at the times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose the fund or account was created. All interest on any Authorized Investment held in any fund or account shall accrue to and become a part of the fund or account. In determining the amount held in any fund or account under the provisions of this Resolution, Authorized Investments shall be valued at their principal par value or at their then redemption value, whichever is lower.

ARTICLE VIII
DEFAULT AND REMEDIES

Section 801. Remedies. The provisions of this Resolution, including the covenants and agreements herein, shall constitute a contract between the City and the Owners of the Notes. The Owner or Owners of any of the Notes at the time Outstanding have the right for the equal benefit and protection of all Owners of Notes similarly situated:

A. By mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the Constitution and laws of the State;

B. By suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

C. By suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 802. Limitation on Rights of Owners. The covenants and agreements of the City contained in this Resolution and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of the Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds pledged by this Resolution to the payment of the principal of and interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Resolution. No one or more Owners secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for in this Resolution, or to enforce any right described below, except in the manner provided by this
Resolution, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Owners of such Outstanding Notes.

Section 803. Remedies Cumulative. No remedy conferred upon the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred in this Resolution. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or impair any rights or remedies on the Note. No delay or omission of any Note Owner to exercise any right or power accruing upon any default shall impair any right or power or be construed to be a waiver of any such default or acquiescence. Every substantive right and every remedy conferred upon the Owners of the Notes by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. In case any suit, action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy is discontinued or abandoned for any reason, or is determined adversely to the Owner, then, and in every such case, the City and the Owners of the Notes will be restored to their former positions and rights under this Resolution, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE IX
AMENDMENTS

Section 901. Amendments. The City may from time to time, without the consent of or notice to any of the Owners, provide for amendment to the Notes or this Resolution, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Resolution or the Notes or to make any other change not prejudicial to the Owners;

(b) To grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners;

(c) To more precisely identify the Improvements;

(d) To provide for the issuance of bearer notes and the exchange of fully registered Notes for bearer notes upon the terms and conditions as the City determines provided, however, that no such amendments become effective unless and until the City has received an opinion of Bond Counsel in the form and substance satisfactory to the City, to the effect that the issuance of such bearer notes or the exchange of Notes for such bearer notes will not cause the interest on the Notes to be includable in the gross income of the recipients of the Notes under the provisions of applicable federal law; or

(e) To conform this Resolution or the Notes to the Code or future applicable federal law concerning tax-exempt obligations.

The following modifications or amendments to the Notes or this Resolution shall require the consent of 100% of the Owners of the Notes:
(a) The extension of the maturity of the principal of any of the Notes, or the extension of the maturity of any interest on any of the Notes;

(b) A reduction in the principal amount of any of the Notes or the rate of interest on the Notes; or

(c) A reduction in the aggregate principal amount of the Notes.

Amendments or modifications of the Notes and this Resolution not listed above may be made at any time by the City with the written consent of the Owners of not less than two-thirds (66.66%) in aggregate principal amount of the Notes at the time Outstanding.

Section 902. Written Evidence of Amendments. Every amendment or modification of a provision of the Notes or of this Resolution to which the written consent of the Owners is given as above provided shall be expressed in a resolution of the City amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification, if any. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution will always be kept on file in the Office of the City Clerk and made available for inspection by the Owners of any Note or prospective purchaser or Owners of any Note authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the City Clerk to any such Owner or prospective Owner.

ARTICLE X
CONTINUING DISCLOSURE

Section 1001. Preliminary Official Statement and Final Official Statement. The City ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement. The Preliminary Official Statement is “deemed final” by the City except for the omission of certain terms or provisions to be specified in a competitive bid, ratings, other terms of the Notes depending on such matters, and the identity of the underwriters. The City approves the form and content of any addenda, supplement, or amendment thereto utilized to prepare the Final Official Statement. The Final Official Statement is “deemed final” by the City. The use of the Final Official Statement in the reoffering of the Notes by the Original Purchaser is approved and authorized. The proper officials of the City are authorized to execute and deliver a certificate pertaining to the accuracy and adequacy of the information in the Preliminary Official Statement and the Final Official Statement.

Section 1002. Continuing Disclosure. The City covenants and agrees to provide continuing disclosure as required by the SEC Rule and as set forth in the Continuing Disclosure Letter of Instructions attached to the Preliminary Official Statement and made a part hereof.
ARTICLE XI
MISCELLANEOUS PROVISIONS

Section 1101. Exception from Rebate Requirements. The City makes the following representations in connection with the exception for small governmental units from the arbitrage rebate requirements under § 148(f)(4)(D) of the Code:

(a) The City is a governmental unit with general taxing powers;
(b) None of the Notes is a private activity bond as defined in Section 141 of the Code;
(c) 95% or more of the net proceeds of the Notes are to be used for local government activities of the City (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the City);
(d) The aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City and all other entities described in § 148(f)(4)(D)(i) of the Code during the calendar year that the Notes are issued, including the Notes, is not reasonably expected to exceed $5,000,000;
(e) The City (and all other entities described in § 148(f)(4)(D)(i) of the Code) will not issue in excess of $5,000,000 of tax-exempt bonds (including the Notes, but excluding private activity bonds) during the calendar year in which the Notes are issued without first obtaining an opinion of Bond Counsel that the excludability of the interest on the Notes from gross income for federal tax purposes will not be adversely affected; and
(f) The aggregate face amount of the Notes (including all principal amounts allocated to refunding prior bonds or notes) does not exceed $5,000,000.

Section 1102. Designation of Notes as Qualified Tax-Exempt Obligations. The City designates the Notes as “qualified tax-exempt obligations” as the term is defined in Section 265(b)(3) of the Code. In addition, the City represents that:

A. the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) which will be issued by the City during the calendar year that the Notes are issued does not exceed $10,000,000; and
B. the aggregate principal amount of obligations designated by the City as “qualified tax-exempt obligations” during the calendar year that the Notes are issued, including the Notes, does not exceed $10,000,000.

Section 1103. Succession of a Securities Depository. In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository provided the City receives written evidence, satisfactory to the City, with respect to the ability of the successor Securities Depository to
discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation. The City, upon receipt of a book-entry Note for cancellation shall cause the authorization and delivery of a book-entry Note to the successor Securities Depository in appropriate denominations and form as provided in this Resolution. If the City makes the determinations or receives the notice described in Section 204 of this Resolution, the City shall cause the notices described in Section 204 to be delivered and issue Notes as described in that Section.

Section 1104. Tax Covenants. The City covenants and agrees that it will not take any action or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Notes under Section 103 of the Code. The City covenants and agrees that it will use the proceeds of the Notes as soon as practicable and with all reasonable dispatch for the purpose for which the Notes are issued as set forth above, and that it will not directly or indirectly use or permit the use of any proceeds of the Notes or any other funds of the City, or take or omit to take any action that would cause the Notes to be “arbitrage bonds” within the meaning of Section 148(a) of the Code. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Notes. In the event that at any time the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the City under this Resolution, the City shall take such action as may be necessary.

Section 1105. Severability. In case any one or more of the provisions of this Resolution or of the Notes issued under this Resolution is for any reason found to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, or of the Notes relating to this Resolution, but this Resolution and the Notes will be construed and enforced as if the illegal or invalid provision had not been contained in this Resolution. In case any covenant, stipulation, obligation or agreement contained in the Notes or in this Resolution is for any reason found to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the City to the full extent permitted by law.

Section 1106. Further Authority. The Mayor, City Clerk and other officials are further authorized and directed to execute any and all documents and to take actions they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution. They may make and approve alterations, changes or additions in the above-mentioned agreements, statements, instruments and other documents approved, authorized and confirmed by this Resolution, and the execution or taking such action shall be conclusive evidence of the necessity or advisability thereof.

Section 1107. Governing Law. This Resolution and the Notes will be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1108. Effective Date. This Resolution is to take effect and be in full force from and after its adoption by the governing body of the City.

(Remainder of Page Intentionally Left Blank)
ADOPTED by the City Council of the City on March 9, 2017.

Signed by the Mayor on March 9, 2017.

CITY OF SPRING HILL, KANSAS

(Seal)

Steven M. Ellis, Mayor

ATTEST:

______________________________
Glenda Gerrity, City Clerk
EXHIBIT A
FORM OF NOTE

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation, (“DTC”), to City or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

REGISTERED NUMBER R-______

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTIES OF JOHNSON AND MIAMI
CITY OF SPRING HILL
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 2017A

Interest Rate: _____% Dated CUSIP:
Maturity Date: April 1, 2020 Date: March 28, 2017

REGISTERED OWNER: Cede & Co. Tax Identification No. 132555119-0

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the city of Spring Hill, in the counties of Johnson and Miami, state of Kansas (the “City”), for value received, acknowledges itself to be indebted and promises to pay to the Registered Owner identified above, or registered assigns (collectively, the “Owner”), as of the Record Dates as provided on the Maturity Date identified above, the Principal Amount identified above, and in like manner to pay interest on such Principal Amount from this date at the rate of interest per annum set forth above (computed on the basis of a 360-day year of twelve 30-day months), semiannually on April 1 and October 1 of each year, commencing October 1, 2017 (the “Interest Payment Dates”), until the Principal Amount is paid, unless this Note shall have been previously called for redemption and payment as hereinafter set forth.

The principal or redemption price of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date, upon presentation and surrender of this Note at the office of the Treasurer of the state of Kansas, Topeka, Kansas (the “Paying Agent” and “Note Registrar”). The interest payable on this Note on any Interest Payment Date shall be paid to the person in whose name this Note is registered on the registration books maintained by the Note Registrar at the close of business on
the record date for such interest, which shall be the 15th day (whether or not a business day) of
the calendar month next preceding the Interest Payment Date (the “Record Dates”). Such
interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of the
Owner shown on the Note Register, (b) at such other address as is furnished to the Paying Agent
in writing by the Owner or, (c) in the case of an interest payment to any Owner that is a
securities depository, by electronic transfer to such Owner upon written notice given to the
Paying Agent by such Owner, not less than 15 days prior to the Record Date for such interest,
containing the electronic transfer instruction including the bank (which shall be in the continental
United States), address, ABA routing number and account number to which such Owner wishes
to have such wire directed. The principal, premium, if any, and interest on the Notes shall be
payable in any coin or currency which, on the respective dates of payment, is legal tender for the
payment of debts due the United States of America. The Notes constitute general obligations of
the City payable as to both principal and interest from general obligation bonds of the City, from
special assessments levied upon the property benefited by the construction of certain
Improvements as said term is defined in the Resolution (as defined in this Note), or from current
revenues of the City authorized for such purpose. If not so paid, the principal of and interest on
the Notes shall be payable from ad valorem taxes which may be levied without limitation as to
rate or amount upon all the taxable tangible property, real and personal, within the territorial
limits of the City. The full faith, credit and resources of the City are pledged for the payment of
the principal of and interest on this Note and the issue of which it is a part as the same
respectively become due.

This Note is one of an authorized series of Notes of the City designated “General
Obligation Temporary Notes, Series 2017A” in an aggregate principal amount of $[1,560,000]
(the “Notes”) issued for the purposes set forth in the resolution of the City authorizing the Notes
(the “Resolution”). The Notes are issued by the authority of and in full compliance with the
provisions, restrictions and limitations of the Constitution and laws of the state of Kansas,
including, but not limited to K.S.A. 10-123 and K.S.A. 12-6a01 et seq., all as amended, and all
other applicable provisions of the laws of the state of Kansas.

At the option of the City, the Notes may be called for redemption and payment prior to
maturity in whole or in part (selection of notes to be designated by the City in such equitable
manner as it may determine) on April 1, 2018, or on any date thereafter, at the redemption price
of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of
redemption.

If any Notes are called for redemption and payment prior to maturity, the City shall
instruct the Note Registrar to give written notice of its intention to call and pay such Notes on a
specified date, the same being described by maturity, said notice to be mailed by United States
first class mail addressed to the Paying Agent, to the State Treasurer of Kansas and to the
Owners of said Notes, each of said notices to be mailed not less than 30 days prior to the date
fixed for redemption. All Notes so called for redemption and payment shall cease to bear
interest from and after the date for which such call is made, provided funds are available for the
payment of such Notes at the price specified.

The Notes are issued in fully registered form in the denomination of $5,000 or any
integral multiple thereof. The Notes may be exchanged at the office of the Note Registrar for a
like aggregate principal amount of Notes of the same maturity of other authorized denominations upon the terms provided in the Resolution.

The City and the Note Registrar may deem and treat the Registered Owner as the absolute owner for purposes of receiving payment of or on account of principal and interest due and for all other purposes and neither the City nor the Note Registrar shall be affected by any notice to the contrary.

This Note is transferable by the Registered Owner in person or by the Registered Owner’s agent duly authorized in writing, at the office of the Note Registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution and upon surrender and cancellation of this Note. The City shall pay out of the proceeds of the Notes all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. Neither the City nor the Note Registrar shall be required to transfer or exchange any Notes during a period beginning on the day following the Record Date preceding any Interest Payment Date and ending on the Interest Payment Date or to transfer or exchange any Notes called for redemption.

IT IS DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the state of Kansas, and that the total indebtedness of the City, including this series of Notes, does not exceed any constitutional or statutory limitation.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration shall have been lawfully executed by the Note Registrar.
IN WITNESS WHEREOF, the City has caused this Note to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, and its corporate seal to be affixed to or imprinted on, and this Note to be dated the Dated Date shown herein.

CITY OF SPRING HILL, KANSAS

(Seal)

ATTEST: ________________________________

Mayor

By ________________________________

City Clerk

This Note shall not be negotiable unless and until countersigned below by the City Clerk following registration by the Treasurer of the state of Kansas.

(Seal)

City Clerk

===================================================================

CERTIFICATE OF CITY CLERK

STATE OF KANSAS )
COUNTRIES OF JOHNSON AND MIAMI ) SS.

I, the City Clerk of the city of Spring Hill, Kansas, certify that the within Note has been registered in my office according to law as of March 9, 2017.

WITNESS my hand and official seal.

(Seal)

City Clerk

===================================================================
CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 2017A, of the city of Spring Hill, Kansas, described in the within-mentioned Resolution.

Registration Date ____________________________________

Office of the State Treasurer
Topeka, Kansas
as Note Registrar and Paying Agent

By______________________________________

Registration Number __________________________

===================================================================

CERTIFICATE OF STATE TREASURER

I, RON ESTES, Treasurer of the state of Kansas, do certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in my office, and that this Note was registered in my office according to law on ________________________.

WITNESS my hand and official seal.

(Seal) RON ESTES
Treasurer of the State of Kansas

===================================================================

4817-1871-3923.2
NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

___________________________________________
Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Note to which this assignment is affixed in the outstanding principal amount of $____________ standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) irrevocably constitute and appoint _____________________________ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated ___________________________.

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Temporary Note in every particular.

Signature Guaranteed By:

__________________________________________
(Name of Eligible Guarantor Institution)
By ____________________________
Title ____________________________
EXHIBIT B
ADDITIONAL TERMS OF THE NOTES

Definitions. The following terms defined in this Resolution shall have the meanings ascribed below:

“Capitalized Interest Deposit” means the amount of $________ to be deposited in the Principal and Interest Account.

“Original Purchaser” means ____________________, __________, __________.

“Purchase Price” for the Notes means the par value of the Notes plus accrued interest, if any, to the date of delivery [plus a premium of $____][, less a discount of $____________].

Interest Rate. The Notes shall bear interest at the rate of _____% per annum.

Premium. The amount of premium on the Notes to be deposited in the Principal and Interest Account is $________.
Be it ordered by the Governing Body of the City of Spring Hill that
the above dated order is and shall be approved and all claims honored
and paid by the City Clerk.

Section 1:
Claims paid prior to approval of the City Council as authorized
by Ordinance 2001-08:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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