

**MERRIAM CITY COUNCIL AGENDA
CITY HALL
9001 WEST 62ND STREET
SEPTEMBER 12, 2016
7:00 P.M.**

<p>If you require any accommodation (i.e. qualified interpreter, large print, reader, hearing assistance) in order to attend this meeting, please notify the Administrative Office at 913-322-5500 no later than 24 hours prior to the beginning of the meeting.</p>

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. PUBLIC ITEMS

Members of the public are encouraged to use this time to make comments about matters that do not appear on the agenda. Comments about items on the regular agenda will be taken as each item is considered. ***Please note: individuals making Public Comments will be limited to 5 minutes.***

IV. CONSENT AGENDA

All items listed under the heading are considered to be routine by the City Council and may be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case that item will be removed from the Consent Agenda and considered separately.

1. Consider approval of the minutes of the City Council meeting held August 22, 2016.
2. Consider approval of the purchase of an asphalt roller and trailer for Public Works.
3. Consider approval of the 2017-2019 Turkey Creek Festival Agreement with Johnson County Parks and Recreation District.

V. MAYOR'S REPORT

VI. COUNCIL ITEMS

A. Finance and Administration

1. New City Website Demo.

2. Consider approval of an agreement with JCRION (Johnson County Regional Interagency Operating Network) for Niche Records Management software.
3. Monthly Finance Report.

B. Community Development/Public Works/CIP

1. Consider approval of a letter authorizing Merriam Luxury Imports LLC's, agent Richard Webb, to act as owner agent for city owned properties generally located at 7000 W. Frontage Road.
2. CIP Update.

VII. STAFF ITEMS

VIII. NEW BUSINESS

IX. EXECUTIVE SESSION

X. ADJOURNMENT

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick
City Clerk

**MERRIAM CITY COUNCIL MINUTES
CITY HALL
9001 WEST 62ND STREET
August 22, 2016
7:00 P.M.**

I. CALL TO ORDER - PLEDGE OF ALLEGIANCE

Mayor Ken Sissom called the meeting to order at 7:00 pm.

II. ROLL CALL

Al Frisby
Scott Diebold
Chris Evans Hands
Nancy Hupp
Bob Pape
Robert Weems
Jim Wymer
Cheryl Moore was absent

Staff present: Phil Lammers, City Administrator; Mike Daniels, Police Chief; Anna Slocum Parks and Recreation Director; Bryan Dehner, Fire Chief; Kevin Bruemmer, Public Works Director; Chris Engel, Assistant City Administrator; Nicole Proulx Aiken, City Attorney; and Juli Pinnick, City Clerk.

III. PUBLIC ITEMS

Members of the public are encouraged to use this time to make comments about matters that do not appear on the agenda. Comments about items on the regular agenda will be taken as each item is considered. ***Please note: individuals making Public Comments will be limited to 5 minutes.***

Sam Matier, 8515 W. 55th St., commented that he was contacted by some residents regarding speeding on Knox and that a person in a wheelchair had been run over. Mr. Matier asked if this item would be on the Agenda tonight.

Mayor Sissom commented that he has spoken with the resident about this matter and it is something that city staff would handle and would not be addressed at the council meeting this evening.

IV. CONSENT AGENDA

All items listed under the heading are considered to be routine by the City Council and may be enacted by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case that item will be removed from the Consent Agenda and considered separately.

V. MAYOR'S REPORT

1. Swearing in of Police Officer Trey Daniels.

Mayor Sissom swore in Police Officer Trey Daniels

2. Recognition of retiring City Administrator Phil Lammers.

Mayor Sissom made a few comments and thanked Mr. Lammers for his service to the City of Merriam and for his many years of public service. Mr. Lammers will be retiring September 1st. This will be his last City Council meeting.

Several councilmembers thanked Mr. Lammers for his service and professional contributions to the City of Merriam.

VI. PLANNING COMMISSION

VII. COUNCIL ITEMS

1. Consider approval of the minutes of the City Council meeting held August 8, 2016.

COUNCILMEMBER HANDS MOVED THAT THE COUNCIL APPROVE THE MINUTES FROM THE CITY COUNCIL MEETING HELD AUGUST 8, 2016. COUNCILMEMBER FRISBY SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

A. Finance and Administration

1. Discussion regarding TIF process.

Assistant City Administrator Chris Engel provided a basic overview of a TIF process.

2. Update on the Parks and Recreation Facilities Masterplan.

Parks and Recreation Director Anna Slocum provided an update on the Parks and Recreation Facilities Masterplan. A tour was held of the Community Center for residents, as well several public meetings have been held with stakeholders and the Steering Committee. A Community Forum with a Community Center tour were also held a few weeks ago. During the tour many folks were surprised by the poor condition of the Community Center. The

Community Forum allowed folks the opportunity to list their likes and dislikes of community center and pool amenities in general. This information provides the consultant valuable feedback from the community to assess the needs and desires of what amenities the residents would like at a community center and pool.

The public survey has been mailed to a random sampling of Merriam residents. Residents who did not individually receive a survey in the mail can go to the City's website and participate in the survey.

Once the survey results are in, the consultant will be able to complete the financial analysis. The financial analysis will not only include the cost of a community center and pool but on-going maintenance of each facility for years to come.

Councilmember Frisby read a comment from a resident voicing their opposition to the city raising property and/or sales tax to fund a community center and pool project. They suggested partnering with the City of Mission for facility usage and feel this type of expenditure should require a public vote.

Mayor Sissom commented that it would not be appropriate to ask Mrs. Slocum to comment on that as none of those financial decisions are within her individual control to make those decisions. There has been no discussion about raising mil levies for these facilities and it is a council decision on the financial aspect of the facilities.

Councilmember Hands commented that there were some questions in the survey about financing options, so folks have the opportunity to voice their opinion on the financing options.

Councilmember Moore asked the methods used to notify the public that this process was happening. And would mailing a postcard to all the residents help in getting this information out.

Mayor Sissom commented that the postcard could notify folks about the survey, however a lot of people who will take the survey have not been involved in the process so far. They are not aware of the horrendous condition of the Community Center and failing equipment at the pool.

The process of assessing and evaluating the facilities and programs has been going on for a few months now and most people that are interested in being involved in the process are already involved. What some people may not realize is that the city owns both of these facilities and we have a responsibility to maintain them, so we have to make decisions on the best way to maintain

these facilities and decisions on whether or not the cost to continue to maintain the existing facilities is feasible.

Mrs. Slocum responded that the staff sent out 550 email invites to patrons of the Community Center and Pool. The information is on the city's website and public outreach meetings have been noticed on Facebook and other media outlets. Of the 550 email invitations sent out, 62 folks participated in the first stakeholder meeting and 45 people attended the Forum and tour of the Community Center. So folks that are utilizing the facilities and programs are very involved in this process. Some folks who have received the survey have come to the Community Center to ask for additional information.

Assistant City Administrator Chris Engel commented that in agreement with the Mayor, the city owns these facilities and to do nothing and spend no money on these facilities is not an option due to the exiting conditions at each facility. What the consultants and the process does is gives the city the best options for spending those dollars on facilities. Whether it be spending millions to fix a building so it doesn't smell and is safe to work in or how much money do we spend to build facilities that enhance the community and meet the needs of the community.

Councilmember Hupp commented that while we talk about public safety for our community, rarely do we talk about recreation in a community. Parks, public pools and community centers are all amenities that enhance a community and brings folks together as a community to enjoy recreational activities.

Sam Matier, 8515 W. 57th St. commented that he feels the consultant is doing a great job on this project, the focus groups and survey are all good. It should be a good measure of what folks want for the community. He questioned where the money would come from for the facilities. Would the city raise taxes or issue bonds? While there have been some preliminary figures talked about as far as fixing or rehabbing the existing facilities but it doesn't appear that there is enough money in reserves to pay for those repairs. Mr. Matier questioned what the plan was to fund the projects.

Mayor Sissom commented that that at this time there is no way to determine what options there are for funding these projects because it has not yet been decided what will happen to either facility. The update tonight was merely to show where in this process we are at. The results of the consultant's study should be in by September.

B. Community Development/Public Works/CIP

1. Community Development Update.

Community Development Director Bryan Dyer commented that the new Citizen Serve software implementation continues to move forward. The remaining items are pet licensing and alarm licensing.

The Slater Retail Center is well underway as is Crestview Elementary School.

Code Enforcement has been having extended hours during the summer months which allows them to work later in the day. There is no overtime associated with this schedule as they flex out that time and have shorter hours on Fridays.

4845 Knox had a fire last week. Staff is working with the insurance company to assess the extent of the damage.

The Planning Commission approved a Final Development Plan for a building behind 7228 W. Frontage Rd. There is a very large parking lot behind the building and a 14,000 sq. ft. building will be built in that parking lot for an existing business within the front building that needs more room for expansion. In addition, once the space is vacated in the front building Strawberry Hill Poviticia will be expanding into that space. So both businesses are having great success and growing within Merriam.

VIII. STAFF ITEMS

City Administrator Phil Lammers commented that the city recently received schematics and cost estimates for the Wayside Horn installation at the Johnson Drive, Carter and 67th St. railroad crossings. Cost estimates for the BNSF make ready work are \$151,000 for all three crossings. There will be an agreement coming from CTC, who is the installation contractor which will include the details of the installation as well as lease, maintenance and access agreements with BNSF. Council can expect to see that agreement for approval soon.

Councilmember Frisby commented that he has contacted the Tobacco 21 folks who indicated they wanted to speak to councilmembers individually on the issue. Councilmember Frisby declined that offer and explained that the council would prefer a presentation at the council meeting.

Public Works Director Kevin Bruemmer displayed a photo depicting the Farley Ave. Project. The brush has been removed along the roadside and they are cutting out the hill. That excess dirt is being taken to the Public Works facility for use on other city projects throughout the city. So far the project is going smoothly.

IX. NEW BUSINESS

X. EXECUTIVE SESSION

XI. ADJOURNMENT

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE COUNCIL, COUNCILMEMBER HANDS MOVED TO ADJOURN AT 8:50 PM. COUNCILMEMBER HUPP SECONDED AND THE MOTION WAS UNANIMOUSLY APPROVED.

Respectfully submitted,

Juliana Pinnick

Juliana Pinnick

City Clerk

DRAFT

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of the purchase vibratory roller and trailer.

Department: Public Works

Background/Description of Item:

As part of the 2016 budget, \$102,000 was approved for the purchase of a new vibratory roller. We are replacing a 1993 Case roller (5500 lb. operating weight) that has proven unreliable and replacement parts are no longer available. Due to the increase size and weight of the new roller it will be necessary to purchase a trailer that will allow us to transport it safely.

The new compact roller will be a Hamm model # HD13VV (9100 lb. operating weight) with two vibratory drums in the amount of \$60,525.00

The trailer will be a 16' tilt trailer GVWR 18,000 lbs. from Felling Trailers Inc. in the amount of \$11,016.80

The total amount for roller and trailer is **\$71,541.80**

The City of Merriam is part of National Joint Powers Alliance (NJPA) which allows municipalities to save money on products purchased through NJPA due to large volume purchasing. This association has developed efficient purchasing methods and practices in governmental procurement. They encourage ethical standards in buying and selling and promote uniform public purchasing laws and simplified standards of specifications. The purchase through NJPA is in lieu of the City obtaining bids because all contracts are competitively solicited by a lead agency.

Funding Source: Equipment Reserve Fund

Funding Source Reviewed by: Cindy Ehart, Finance Director

Recommendation: Staff recommends approval of the purchase of a Hamm Roller for \$60,525.00 and Felling trailer in the amount of \$11,016.80, for a total of \$71,541.80 from a budget of \$102,000 leaving a balance of \$30,458.20.

Prepared by: Jim MacDonald, Superintendent
Reviewed by: Kevin Bruemmer, Public Works Director

Date: August 18, 2016,

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of the 2017-2019 Turkey Creek Festival Agreement with Johnson County Parks and Recreation District for use of Antioch Park.

Department: Parks and Recreation

Background/Description of Item: Attached is the Facility Use Agreement between the City and Johnson County Park and Recreation District for the annual Turkey Creek Festival at Antioch Park. The agreement is for one year with terms to renew for two additional years. The festival dates, held the third Saturday in May, are: May 20, 2017; May 19, 2018; and May 18, 2019.

Beginning in 1993, the event was co-produced by Merriam Chamber of Commerce and Merriam Parks and Recreation Department. In 1996, Merriam Parks and Recreation Department assumed primary responsibility for the organization of the event. The first Facility Usage agreement with the District was approved in 1997 for use of Antioch Park. The mission of the event is to provide activities that appeal to all ages with special emphasis on events and activities to attract children and families. Although attendance at the event is always weather dependent, visibility of the event continues to improve, attracting more families with young children each year.

As in previous years, this agreement states that the City will reimburse the District in accordance to the schedule of fees and charges shown in Exhibit B. The charges reflect the fees for 2017 only. The District reviews fees in September of each calendar year. Any increase is anticipated to be less than 10 percent and the fee increase will affect the following year. The fees charged are to compensate the District for use of four shelters, fire circle, Rose Garden, 8 pedal boats and a special use permit. The anticipated cost of utilizing Antioch Park for 2017 is \$1,760; is an increase of \$410. The increase is due to the following: shelter rental increase was seen in pedal boats and special use permit. Due to the popularity of the pedal boats, rental has increased from 6 boats to 8 boats. In addition, the fee per boat has increased \$25 each. In addition to these fees, the City compensates the District for each food and beverage booth. The fees charged to vendors are based on their profit status. In 2016, the total fee reimbursed to the District for this portion of the festival was \$940 taking the total reimbursed to \$2,700 for the event. Funding for Turkey Creek Festival is provided from the Transient Guest Fund.

This agreement was reviewed by the Merriam Parks and Recreation Advisory Board at the August meeting. The Advisory Board unanimously recommended continuation of this agreement with Johnson County Parks and Recreation.

Attachments include:
2017 – 2019 Festival Agreement
2016 Turkey Creek Festival final report

Recommendation: Staff recommends approval of 2017 – 2019 Turkey Creek Festival Agreement with Johnson County Park and Recreation District for the use of Antioch Park.

Johnson County Park and Recreation District

2017-2019

Merriam Turkey Creek Festival Agreement

This Agreement is made and entered into this ____ day of September, 2016 by and between the Johnson County Park and Recreation District, 7900 Renner Road, Shawnee, 66217, hereafter designated, DISTRICT and The City of Merriam, Kansas, hereinafter designated "CITY."

WHEREAS, DISTRICT operated an Arts and Crafts Show the third Saturday of May for many years; and

WHEREAS, CITY produced and operated a 100 booth Arts and Crafts Fair, parade, 5k run, pancake breakfast, children's events, and concessions, commonly called Turkey Creek Festival, the third Saturday of May, hereinafter designated FESTIVAL; and

WHEREAS, CITY and DISTRICT combined efforts eighteen years ago to produce a single FESTIVAL; and

WHEREAS, DISTRICT owns, operates and maintains Antioch Park, 6501 Antioch Road, Merriam, Kansas 66202, hereinafter called PARK; and

WHEREAS, CITY and DISTRICT have mutually determined it to be in the best interest of both parties to continue to coordinate their efforts in producing their respective activities; and

WHEREAS, CITY desires to lease from DISTRICT the PARK and such grounds and facilities as may be designated and approved by DISTRICT for the purpose of promoting and producing FESTIVAL; and

WHEREAS, DISTRICT has agreed to lease PARK and such surrounding grounds as may be designated and approved by DISTRICT to CITY for the production of FESTIVAL upon the terms and conditions as set forth herein.

NOW, THEREFORE, in order to clarify and set forth the duties and responsibilities of each party, CITY and DISTRICT hereto agree as follows:

A. The parties hereto agree that this AGREEMENT will be reevaluated by the parties each year and that the coordination of efforts relating to the FESTIVAL by DISTRICT and CITY may run through 2019. Unless otherwise terminated by a party as hereinafter provided, if CITY shall have faithfully completed the terms of this AGREEMENT during the previous year and shall not otherwise be in default under any term or provision hereunder, this AGREEMENT shall be automatically renewed by CITY and DISTRICT for the year 2018 and thereafter for the year 2019, subject to any adjustment for fees or charges set forth on Exhibit B. The special use payment and other charges to be paid by CITY to the DISTRICT is indicated in Exhibit B for the year 2017. For the years 2018 and 2019 such special use payment and/or other charges will reflect any increase approved by the DISTRICT Board during their annual Fees & Charges review process. In the event of an increase in the special use fee and/or other charges, Exhibit B will be revised and agreed upon by both parties prior to annual renewal of this agreement, but if such revision is not mutually agreed upon prior to the end of the then current calendar year then this Agreement may be terminated by either party upon thirty (30) days written notice. All dates set forth herein shall be applicable to calendar year 2017 and each year in which this AGREEMENT is automatically renewed.

B. The general terms and conditions for production of FESTIVAL shall be as follows:

1. FESTIVAL will be held at PARK in such areas as may be designated by DISTRICT, from 5:00 a.m. to 8:00 p.m., on the third Saturday of May.
2. FESTIVAL will be open to the general public free of charge. CITY shall maintain accurate attendance records for all persons attending FESTIVAL and provide same to DISTRICT at conclusion of FESTIVAL.
3. FESTIVAL will feature arts & crafts, pedal boat rides and children's activities in areas as mutually agreed to by CITY and DISTRICT no later than March 1. A layout of PARK and surrounding grounds is attached hereto as Exhibit A.
4. FESTIVAL will feature food concessions to be provided by authorized food vendors and/or restaurants. Food concessions may be purchased directly from participating food vendors.
5. No Cereal malt beverages as defined in K.S.A. 41-2701, nor alcoholic liquor as defined in K.S.A. 41-102, will be allowed to be sold or consumed anywhere within PARK grounds and is strictly prohibited.
6. Entertainment of local musicians and groups will take place at agreed upon locations or on the FESTIVAL grounds by roving entertainers. Concerts will be held as scheduled by CITY and approved by DISTRICT no later than May 1. A layout of PARK and surrounding grounds is attached hereto as Exhibit A.

C. CITY agrees as follows with regards to FESTIVAL:

1. At the request of DISTRICT, CITY shall provide to DISTRICT from time to time such updated information on its ongoing status to promote and produce FESTIVAL as DISTRICT may reasonably require.
2. CITY shall not conduct any fireworks display or permit any fireworks to be used at the PARK or on the surrounding grounds or otherwise during or after the FESTIVAL.
3. CITY shall provide DISTRICT by April 15, with an advance written copy of all proposed contracts and written evidence of insurance coverage with all third party service providers (vendors, entertainers, etc.) whose services may in the sole opinion of DISTRICT increase the DISTRICT'S exposure to risk and/or liability. Third party service provider contracts must contain provisions insuring the DISTRICT against liability, and also holding the DISTRICT harmless from liability and indemnifying DISTRICT. Before execution of such contracts, DISTRICT consent is required as to the form and the content thereof.
4. CITY shall develop and oversee a site plan for FESTIVAL in conjunction with DISTRICT, for DISTRICT review and approval.
5. CITY shall develop and implement at its expense a shuttle service system with various pick-up points near PARK. All printed promotions of FESTIVAL will include information on such shuttle system. Plans for this shuttle service shall be provided to DISTRICT by March 1, for its review and approval.
6. CITY, in cooperation with DISTRICT staff, shall provide and properly supervise all facilities, equipment, personnel and services, except those items to be specifically provided by DISTRICT hereunder, which are required or reasonably necessary for conduct of FESTIVAL. Such items to be provided by the CITY shall include, but not be limited to: traffic signage, parking signage, shuttle service, large roll-off trash receptacles, and porta potties (rental and servicing).

7. CITY shall recruit and supervise an adequate number of volunteers and staff for FESTIVAL.
8. CITY shall provide administrative support before and during FESTIVAL.
9. CITY agrees to obtain DISTRICT approval prior to securing corporate sponsors for FESTIVAL.
10. CITY shall administer and operate the pedal boat rentals, requiring life preservers (as provided by DISTRICT), are worn by all participants and that participants follow all appropriate water safety rules. CITY may charge for this activity to help defer cost of rental with no additional revenue sharing with DISTRICT required. CITY shall pay DISTRICT for the rental of pedal boats as outlined in Exhibit B.
11. CITY and DISTRICT shall provide twenty-four hour security and protection for all equipment, supplies and property at FESTIVAL site from 6:00 p.m. on the Friday immediately preceding the third Saturday of May through and including the third Saturday of May at 6:00 p.m. according to the following schedule: DISTRICT shall provide security from 6:00 p.m. Friday to 6:00 a.m. Saturday; CITY shall provide security from 6:00 a.m. Saturday to 6:00 p.m. Saturday.
12. CITY staff shall be responsible for the collection and disbursement of FESTIVAL funds. CITY shall provide an accounting of all vendor entry fees and pay in good funds to DISTRICT no later than eight (8) days prior to the FESTIVAL, all concessionaires and vendor entry fees due DISTRICT as outlined in Exhibit B.
13. CITY shall be solely responsible for contractual arrangements and/or agreements between CITY and food vendors for food vendor's participation in FESTIVAL. CITY shall allow DISTRICT to continuously monitor the success of FESTIVAL and CITY'S performance under this agreement.
14. CITY shall arrange to have all equipment, materials, supplies, and fencing, if required, associated with FESTIVAL in place prior to the commencement of the FESTIVAL and shall remove same within twenty-four (24) hours, weather permitting, of the conclusion of the FESTIVAL, unless agreed upon by both parties. Failure to do so will result in a penalty of \$100/day payable to DISTRICT.
15. CITY and DISTRICT shall schedule a pre-event walk-through at the PARK to ascertain the physical condition of the turf at the PARK, as well as the condition of DISTRICT-owned property and facilities prior to the FESTIVAL. CITY and DISTRICT shall conduct a similar walk-through immediately following the FESTIVAL to ascertain and compare the pre- and post-FESTIVAL physical condition of the turf and DISTRICT-owned property and facilities. CITY shall provide for complete trash pick-up and removal and restoration of any turf damage beyond normal use as determined by DISTRICT, which occurs at PARK as a result of or during FESTIVAL. CITY shall fully reimburse DISTRICT for any and all damage incurred to any DISTRICT owned property, facilities and/or DISTRICT costs associated with trash pick-up and removal from PARK as a result of FESTIVAL event. If there is turf or facility damage or trash pick-up and removal required by DISTRICT, DISTRICT shall immediately assess the expense or damage and give written notification to CITY of anticipated costs to be incurred. Once the restoration or replacement or trash pick-up and removal are completed DISTRICT shall bill CITY at a cost to be reimbursed to DISTRICT by CITY and CITY shall promptly pay same to DISTRICT.

16. CITY shall prepare and implement participant and public survey to assist in evaluating FESTIVAL, and shall present the survey findings to DISTRICT along with professional observations and recommendations for future events within 60 days after conclusion of FESTIVAL.
17. CITY shall comply with the current Johnson County Code of Regulations for the Park and Recreation District. A copy of which is attached hereto and incorporated herein by reference, and with all applicable Federal, State and Municipal laws, rules, ordinances and regulations.
18. CITY shall provide DISTRICT proof that all vendors participating in FESTIVAL are properly licensed to sell their food, beverages and/or merchandise and CITY shall require all vendors to comply with all applicable Federal, State and Municipal laws, rules, ordinances and regulations, and all DISTRICT Rules and Regulations.
19. CITY shall not discriminate on account of race, sex, religion, color, national origin, ancestry, disability, or age, in the employment of persons, use of facilities or participants associated with FESTIVAL, and shall comply with all requirements of the American Disabilities Act.
20. Except as otherwise provided herein, CITY shall have sole responsibility and liability for supplying all goods, equipment, supplies, materials, merchandise, labor and/or services required to be provided by CITY hereunder or otherwise necessary for the effective promotion and production of FESTIVAL. CITY shall timely pay DISTRICT all amounts required to be paid hereunder to DISTRICT except for those items to be provided or paid for by DISTRICT, CITY shall timely pay for all such goods, supplies, materials, merchandise, labor and/or services used in the promotion and/or production of FESTIVAL and if requested by DISTRICT shall provide DISTRICT with written proof of payment thereof.
21. CITY agrees to pay to DISTRICT in good funds and in a timely fashion the amounts as set forth on Exhibit B attached and incorporated herein by reference, and as it may be annually amended by mutual agreement of the parties. Payment of facility rental (as identified on Exhibit B) and reimbursement expenses shall be paid by CITY to DISTRICT by May 1 of each year. CITY acknowledges that DISTRICT has rearranged its spring schedule for use of PARK by CITY pursuant to this Agreement and CITY agrees that by signing this Agreement the base rental charge (which includes the Special Use Permit Fee, Shelter Rental Fees, and Rose Garden Rental Fee, as identified on Exhibit B) for the rental of PARK shall be due and owing from CITY to DISTRICT regardless of whether CITY shall produce FESTIVAL unless the FESTIVAL is canceled by CITY prior to March 1 of each year.
22. CITY shall provide DISTRICT with a Certificate evidencing their current Comprehensive General Liability coverage, which shall remain in effect through conclusion of the FESTIVAL.
23. CITY shall hold harmless DISTRICT from any and all damage, loss or liability of any kind whatsoever occasioned by or because of any act or omission, negligence or wrongdoing of CITY or any of its agents, representatives, assigns, or employees, and CITY, at its own cost and expense will defend and protect DISTRICT against any and all such claims and/or demands that arise from FESTIVAL or pursuant to this Agreement, and CITY shall fully indemnify DISTRICT from any and all cost and expense incurred by DISTRICT,

including the payment of any attorney's fees incurred by DISTRICT. Provided, however, that the extent of liability of CITY to DISTRICT shall not exceed the \$500,000 limitation provided by the Kansas Tort Claims Act.

24. During all FESTIVAL hours and at a FESTIVAL site to be agreed upon by DISTRICT and CITY, CITY shall provide properly trained medical staff, supplies and equipment capable of handling a general medical emergency, which shall at a minimum consist of at least one properly trained and certified emergency medical technician with appropriate supplies and equipment.

D. DISTRICT agrees as follows:

1. DISTRICT hereby gives CITY the right of use of PARK and grounds to be designated by DISTRICT to produce FESTIVAL from 5 a.m. to 8 p.m. on the third Saturday of May. PARK will also be made available to CITY for set-up and removal of equipment and supplies associated with FESTIVAL from 7:00 a.m. to 7:00 p.m. closing on the Friday immediately preceding the third Saturday in May and from 7:00 a.m. to 7:00 p.m. on the Sunday and 7 a.m. to 12 p.m. on the Monday immediately following the third Saturday of May without interruption of normal park operations.
2. DISTRICT hereby grants CITY the right to contract with food vendors to sell food during FESTIVAL pursuant to the general terms and conditions hereof. DISTRICT shall grant CITY the exclusive right to operate any and all drink concessions.
3. DISTRICT will promptly review all third party "service provider" contracts before CITY executes same.
4. DISTRICT will provide water as now available per existing water lines and pressure at the immediate FESTIVAL site and DISTRICT makes no representation or warranties as to the quantity or sufficiency of the water available for the needs of CITY, or any vendors or participants in the FESTIVAL.
5. DISTRICT shall operate an approximate 50-75 booth Arts and Crafts Show. All revenue and expenses incurred by this activity shall be the DISTRICT'S. CITY shall assume no responsibility or liability for this activity. All promotions of this activity shall include that it is an integral part of FESTIVAL. DISTRICT shall recruit all vendors, with registration materials available by February 1, and oversee all set-up and teardown of this activity, and provide CITY with final vendor list and booth location by 5:00 p.m. on the Thursday immediately preceding the third Saturday in May. DISTRICT shall recruit and supervise an adequate number of volunteers and staff for Arts & Crafts Show.
 - a. Vendors shall be appropriate for a family festival. Merchandise must be classified into one of the following categories: home goods, clothing, jewelry, kid-related activities, commercial and handmade food items (not single serve ready to eat portions). Upon approval of CITY, Commercial Direct Sales/Home Party vendors may be allowed if 60 percent of their merchandise is homemade and fits under the previously listed merchandise categories.
6. DISTRICT shall provide ten (10) pedal boats with life jackets to CITY for rent by FESTIVAL goers for use on south lake at PARK. DISTRICT shall charge CITY for the use of eight (8) pedal boats at a fee of \$100.00 per pedal boat, with the remaining two (2) boats to be available for use in the event of a malfunction of one of

the rented eight (8) pedal boats. All monies collected shall be retained by CITY to defer cost association with this activity and DISTRICT shall not assess any revenue sharing expense to CITY for this activity (See Exhibit B).

7. DISTRICT shall provide electricity by allowing electrical hook-up (limited to existing availability for activities, concessions, and equipment).
8. DISTRICT shall provide regular updates to CITY regarding park construction that may affect festival programs.
9. DISTRICT shall provide 55-gallon trash barrels to be used during Festival as trash receptacles placed throughout the park.
10. DISTRICT shall hold harmless CITY from any and all damage, loss or liability of any kind whatsoever occasioned by or because of any act or omission, negligence or wrongdoing of DISTRICT or any of its agents, representatives, assigns, or employees, and DISTRICT at its own cost and expense will defend and protect CITY against any and all such claims and/or demands that arise from FESTIVAL or pursuant to this Agreement, and DISTRICT shall fully indemnify CITY from any and all cost and expense incurred by CITY, including the payment of any attorney's fees incurred by CITY. Provided, however, that the extent of liability of DISTRICT to CITY shall not exceed the \$500,000 limitation provided by the Kansas Tort Claims Act.

E. CITY shall be in default hereunder if (1) it shall not timely pay to DISTRICT the amount required to be paid to DISTRICT hereunder; OR (2) CITY shall not timely pay any third party providers for all goods, equipment, supplies, materials, merchandise, labor and/or services required to be provided to CITY hereunder or otherwise necessary for the effective promotion and production of FESTIVAL; or (3) CITY shall fail to observe, keep or perform any other provision of this Agreement, and such failure shall continue for a period of ten (10) days after written notice is given by DISTRICT; or (4) the filing of or any bankruptcy action by or against CITY, the insolvency of CITY or the general assignment by CITY of its assets for the benefit of its creditors.

F. If CITY is in default, DISTRICT, with or without notice to CITY shall have the right to exercise any one or more of the following remedies, concurrently or separately, and without any election of remedies being deemed to have been made: (a) DISTRICT may terminate this Agreement and retain as damages any and all payments made by CITY; (b) DISTRICT may pursue any other remedy available at law or in equity. No right or remedy herein conferred upon or reserved to DISTRICT is exclusive of any other right or remedy herein, or by law or by equity provided or permitted, but each shall be cumulative of every other right or remedy given herein or now or hereafter existing by law or equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. No single or partial exercise by DISTRICT of any right or remedy hereunder shall preclude any other or further exercise of any other right or remedy.

G. Notice. Any notice or demand to be given by one party to the other as required by this Agreement, or otherwise, shall be delivered by the deposit thereof in the United States mail, postage prepaid, certified, with return receipt requested, by personal delivery or by facsimile (with the original being mailed by certified mail), to the parties at the addresses listed below, unless in the event of any change of address, the other party shall have been

notified promptly in writing of a change of address. Said notice shall become effective on the date postmarked or the date of delivery (in the case of notice personally delivered or sent by facsimile). TO DISTRICT: Johnson County Park and Recreation District, C/O Rhonda Pollard, Superintendent of Recreation, 6501 Antioch Road, Shawnee Mission, KS 66202 and TO CITY: City of Merriam, C/O Anna Slocum, Director, 5701 Merriam Drive, Merriam, KS 66203.

H. This Agreement shall insure to the benefit of, and be binding upon, the parties hereto and their successors and assigns, PROVIDED, HOWEVER, that neither CITY nor DISTRICT shall transfer or assign its rights or liabilities hereunder to any other party without the express of written consent of the other party to this Agreement.

I. This Agreement shall be construed under the laws of the State of Kansas.

J. Cash Basis and Budget Laws. The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the City shall at all times remain in conformity with such laws. Further, the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of any laws of the State of Kansas.

K. Verbal Statements Not Binding. It is understood and agreed that the written terms and provisions of this Agreement shall supersede all verbal statements of any and every official and/or other representative of the parties, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement.

L. Invalidity. In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

M. Amendments. This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth below.

Date: _____

Mayor Ken Sissom
CITY OF MERRIAM

APPROVED AS TO FORM:

Nicole Proulx Aiken, City Attorney

Date: _____

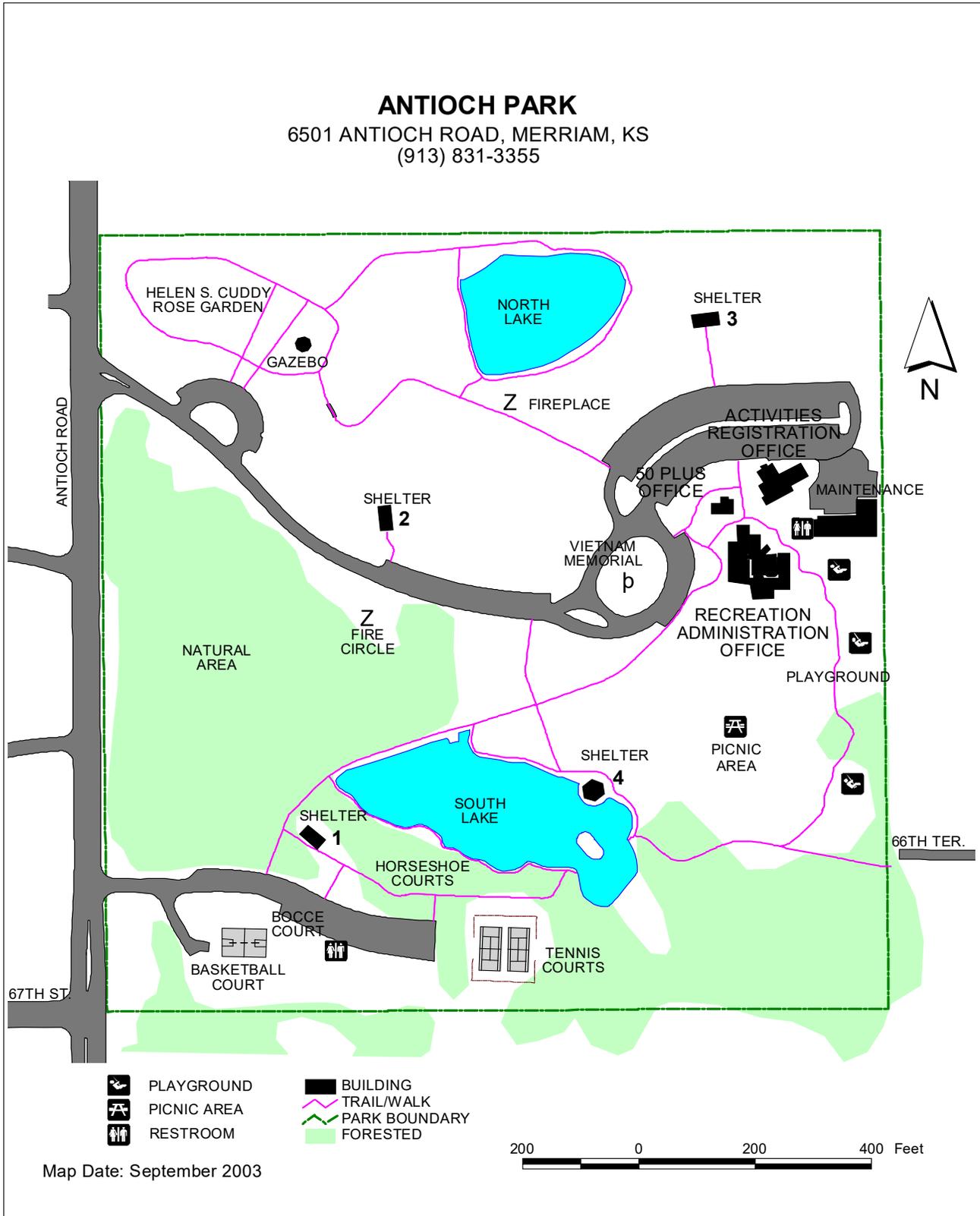
Paul Snider, Chair
BOARD OF PARK AND RECREATION DISTRICT COMMISSIONERS
JOHNSON COUNTY PARK AND RECREATION DISTRICT

APPROVED AS TO FORM:

Ernest C. Ballweg, JCPRD Legal Counsel

MERRIAM TURKEY CREEK FESTIVAL

EXHIBIT A



2016 MERRIAM TURKEY CREEK FESTIVAL

EXHIBIT B

CITY shall pay to JCPRD for Turkey Creek Festival the following:

Please note that the Fees & Charges will be approved by the JCPRD Board of Commissioners in September of each calendar year, and any fee increase will take effect the following year. An increase (if any) is expected to be less than 10%.

Rental of Park, Saturday, May 20, 2017:	
2017 Fees	
Special Use Permit	75.00
Shelter One – Medium – Full Day*	80.00
Shelter Two – Medium – Full Day*	80.00
Shelter Three – Large – Full Day*	110.00
Shelter Four – Large – Full Day*	110.00
Fire Circle	10.00
Rose Garden – Full Day* - 3 times slots x \$165 =	495.00
Pedal Boats – 8 boats \$100.00/boat =	800.00
Park Set-up and Clean-up: No Charge anticipated. If required \$15/per staff hour will be assessed per prior notification and agreement between DISTRICT and CITY.	
* Full day charge is for Saturday, May 20, 2017. District will reserve shelters on Friday evening and Sunday morning for set-up and clean-up at no charge to CITY.	
GRAND TOTAL due May 1, 2016	\$1,760

In addition to rental of Antioch Park and other CITY expenses as set forth herein above, CITY shall pay to DISTRICT the following:

1. One hundred Dollars (\$100) for each for profit food and beverage booth, fee sharing entertainment and amusement ride group.
2. Fifty dollars (\$50) for each not for profit food and beverage booth, fee charging entertainment and amusement ride group.

JOHNSON COUNTY PARK AND RECREATION DISTRICT

PARK & FACILITIES REGULATIONS

Chapter 1: Article 1

Section 1.1.1 - Title.

This Code shall be known and may be cited as the Johnson County Code of Regulations for the Park and Recreation District, 2000 Edition.

Section 1.1.2 - Purpose.

The purpose of this Code is:

- (a). To provide quality park facilities and leisure opportunities to the citizens of Johnson County; and
- (b). To prescribe rules, regulations and enforcement procedures for public safety and awareness, to conserve park resources, to emphasize the highest standards for services and programs, and to ensure that the future recreational needs of Johnson County citizens are addressed.

Section 1.1.3 - Authority.

This Code is adopted pursuant to the authority provided in K.S.A. 19-2868(g) and K.S.A. 19-2873, and any amendments thereto, if any.

Section 1.1.4 - Scope.

This Code shall be applicable to all Johnson County, Kansas, Park and Recreation District lands and facilities (hereinafter collectively referred to as "Facilities") that are under the jurisdiction of the Johnson County, Kansas, Park and Recreation District (hereinafter "District") and to all persons who enter upon such Facilities. The Facilities shall include the following:

- Antioch Park
- Big Bull Creek Regional Park Site
- Ernie Miller Park
- Heritage Park
- Johnson County Streamway Parks
- Kill Creek Park
- Oakridge Farm Property
- Roeland Park Dome and Aquatics Center
- Shawnee Mission Park
- Stanley Community Park
- Sunflower Nature Park
- Thomas S. Stoll Memorial Park
- Tomahawk Recreation Complex

Section 1.1.5 - Severability.

If any clause, sentence, paragraph, section or subsection of this Code shall be judged invalid by a court of competent jurisdiction, such judgment shall not affect, repeal or invalidate the remainder of the provision or any other section or subsection, and shall be confined to the specific clause, sentence, paragraph, section or subsection which was found invalid.

Section 1.1.6 - Disclaimer of Liability.

(a). This Code shall not be construed nor interpreted as imposing upon Johnson County, the District, or any of their officials, officers, agents, or employees

- (1) any liability or responsibility for damages to any property; or
- (2) any liability or responsibility for any personal injury.

(b). In addition, neither the District nor any individual duly authorized to enforce this Code, who acts in good faith and without malice in the performance of official duties shall assume or have imposed upon them any personal liability, and they are hereby relieved from personal liability for damage that may occur to any person or property as a result of any act required by this Code in the discharge of official duties.

Section 1.1.7 - Amendments and Additions.

This Code may be supplemented, or its provisions may be amended by resolution duly adopted by the Johnson County Park and Recreation District Board (hereinafter referred to as District Board) and by the Board of County Commissioners, and any such amendments or additions shall be incorporated within and codified as a part of this Code.

Section 1.1.8 - Effective Date.

This Code shall become effective upon publication in the official county newspaper, and upon its posting in all District Facilities, following its adoption by the District Board and the Board of County Commissioners.

DEFINITIONS

Chapter 1: Article 2

Section 1.2.1 - Definitions.

(a). **Adult** means any person who is 18 years of age or older.

(b). **Alcohol** means the product of distillation of any fermented liquid, whether rectified or diluted, whatever its origin, and includes synthetic ethyl alcohol but does not include denatured alcohol or wood alcohol.

(c). **Alcoholic Liquor** means alcohol, spirits, wine, beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine, or beer and capable of being consumed as a beverage by a human being, but shall not include any cereal malt beverage.

(d). **Beer** means a beverage, containing more than 3.2% alcohol by weight, obtained by alcoholic fermentation of an infusion or concoction of barley, or other grain, malt, and hops in water and includes beer, ale, stout, lager beer, porter, and similar beverages having such alcoholic content.

(e). **Bicycle** means every device propelled by human power upon which any person may ride, having two (2) tandem wheels, either of which is more than fourteen (14) inches in diameter.

(f). **Cereal Malt Beverage** means any fermented but undistilled liquor brewed or made from malt or from a mixture of malt or malt substitute, but does not include any such liquor which is more than 3.2% alcohol by weight.

(g). **Exotic Birds or Animals** means birds or animals not commonly kept domestically, including, but not limited to, lions, tigers, bears, falcons, and ostriches; and includes all species not native to or currently found in the wild in northeast Kansas.

(h). **Fireworks** means any combustible or explosive composition, or any substance or combination of substances, or device prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation and shall include blank cartridges, toy pistols, toy cannons, toy canes, or toy guns in which explosives are used, firecrackers, torpedoes, skyrockets, Roman candles, Dayglo bombs, sparklers, or other devices of like construction, and any device containing an explosive substance. The term "fireworks" shall not include the following:

1. Toy caps which do not contain more than one quarter (1/4) grain of explosive compound per cap or devices in which such caps are used;
2. Highway flares, railway flares or fusees, ship distress signals, smoke candles, or other emergency signal device when used in an emergency situation; or
3. Firearm ammunition.

(i). **Motor Vehicle** means every vehicle, other than a motorized bicycle, which is self-propelled.

(j). **Park Ranger** means any fulltime, part-time, or volunteer police officer employed or appointed by the District Board pursuant to the authority provided in K.S.A. 19-2868(f) and any amendments thereto, if any.

(k). **Parking Area** means all parking lots, and the shoulder area of any paved roadway, but not more than ten feet from the paved edge of said roadway, unless otherwise posted.

(l). **Pedestrian** means a person traveling on foot or by wheelchair.

(m). **Refuse** shall include any and all garbage, trash, food wastes, paper, cartons, boxes, barrels, lumber, wood trimmings, tree branches, cut grass and shrubbery, yard trimmings, metals, cans, dirt, rock, cinder, ashes, glass, and dead animals.

(n). **Spirits** means any beverage which contains alcohol obtained by distillation, mixed with water or other substances in solution, and includes brandy, rum, whiskey, gin or other spirituous liquors, and such liquors when rectified, blended or otherwise mixed with alcohol or other substances.

(o). **Watercraft** means every vessel designed to be propelled by machinery, oars, paddles, or wind action upon a sail for navigation on the water.

(p). **Wine** means any alcoholic beverage obtained by the normal alcoholic fermentation of the juice of sound, ripe grapes, fruits, berries or other agricultural products, including such beverages containing added alcohol or spirits or containing sugar added for the purpose of correcting natural deficiencies.

PUBLIC SAFETY

Chapter 2: Article 1

Section 2.1.1 - Hiking and Biking Trails.

Except as provided in subsection (a) below, paved trails designated as Hiking and Biking Trails, shall be used only by pedestrians, bicyclists and persons on roller skates or skateboards. Persons who operate bicycles or who skate or skateboard on designated paved trails shall yield the right-of-way to pedestrians. Pedestrians shall move to the right and allow room for oncoming traffic and for faster same-direction traffic to pass.

(a). This section shall not apply to law enforcement officers, persons operating authorized emergency vehicles or persons conducting official District business.

Section 2.1.2 - Horseback Riding Trails.

Except as provided in subsection (a) below, no person shall operate a bicycle on any trail designated for horseback riding. Pedestrians who hike on horseback riding trails shall yield the right-of-way to horses by standing quietly at the side of the trail until the horses have passed.

(a). This section shall not apply to law enforcement officers or persons conducting official District business.

Section 2.1.3 - Dogs, Cats, and Other Animals.

(a). All dogs, cats, and other like domesticated animals shall be kept leashed and under control while within District Facilities, except that when within the designated boundaries of OFF LEASH AREAS dogs may be allowed to run or swim off-leash. For the purpose of this section, the term "leash" means a physical tether attached to the dog by which a person can maintain control over the dog. Electronic collars and other devices, even though manufactured for control purposes, do not meet the leash requirements of this section.

(b). Notwithstanding subsection (a) above, no dogs, cats, or other like domesticated animals shall be allowed within the boundaries of Ernie Miller Nature Park unless such animals are trained service aids for persons with disabilities.

(c). No exotic birds or animals shall be permitted within the boundaries of any District Facility, except in accord with provisions of a Special Use Permit.

(d).Notwithstanding subsection (a) above, no dog shall be allowed off leash in an off leash area in any District Facility if said dog is known at any time to have bitten any person or animal.

(e).Notwithstanding subsection (a) above, any dog that displays aggression toward any person or animal shall be leashed and kept leashed at all future times while in District Facilities.

(f).No person shall release in any District Facilities any domesticated animal, or any animal that has been kept as a pet, including mammals, fishes, fowls, reptiles and amphibians.

Section 2.1.4 - Swimming, Bathing, Wading.

Except as provided in subsections (a), (b) and (c) below, swimming, bathing, and wading shall be prohibited in District Facility waters.

(a).Persons who are fishing and are equipped with wading gear may enter cove areas at Shawnee Mission Park Lake or Heritage Park Lake.

(b).Persons may enter designated swimming areas at such times and pursuant to such conditions as adopted and as posted by the District Board.

(c). Persons who hold a valid District Scuba Diving Permit may scuba dive in Shawnee Mission Park Lake in conformity with the provisions of said Permit.

Section 2.1.5 - Archery.

(a).The use of bows and arrows is restricted to designated areas, and then only by persons who hold a valid District Archery Range Permit; provided, however, no such permit shall be required for children 12 years of age and younger when accompanied by an adult who has been issued a valid District Archery Range Permit.

(b).The use of broadhead arrows, razor-type arrows, and crossbows shall be prohibited within the boundaries of any District Facility.

Section 2.1.6 - Alcoholic Liquor and Cereal Malt Beverages.

Except as provided in subsection (a) below, no person shall possess, consume or drink any alcoholic liquor or cereal malt beverage within the boundaries of any District Facility.

(a).Upon approval of the District Board (and when required by law, or permitted by resolution of the Board of County Commissioners of Johnson County, Kansas) and then only in compliance with Kansas laws, certain properly licensed facilities and/or establishments may be authorized to serve and to allow the consumption of alcoholic liquor and/or cereal malt beverage, within the boundaries of District Facilities.

(b).Notwithstanding subsection (a) above, no person shall consume or drink any alcoholic liquor or cereal malt beverage in any designated parking lot or parking area within the boundaries of District Facilities.

Section 2.1.7 - Firearms and Weapons.

Except as provided in subsections (a), (b) and (c) below, no person shall discharge, use or carry, within the boundaries of District Facilities, any firearm, air gun, spring gun, blank gun, slingshot, blow gun, or any other device in which force is used to propel projectiles.

(a).This section shall not apply to law enforcement officers who are authorized by law to carry a firearm.

(b).This section shall not apply to other persons who are authorized by law to carry a firearm for the performance of their official duties, when said persons are performing their official duties.

(c). This section shall not apply to persons using archery equipment in conformity with the provisions of Section 2.1.5 of this Code.

Section 2.1.8 - Horseback Riding.

Except as provided in subsections (a) and (b) below, persons riding horses shall ride only in designated areas. Horses shall not be ridden or led upon any paved roadway, or upon or adjacent to any paved trail or any trail designated for hiking only, with the exception, however, of designated horse crossings.

(a).This section shall not apply to any law enforcement officer who is engaged in the discharge of official duties.

(b).This section shall not apply to

(1) persons who have previously obtained a valid District Special Use Permit, or

(2) persons who have previously entered into District Special Event contracts when such persons are acting in conformity with the provisions of said Permit or contract.

Section 2.1.9 - Skating and Ice Boating.

Skating and ice boating shall be permitted at designated areas only, and then only at such times and pursuant to such restrictions as the Superintendent of Parks, or that person's designee, has announced.

Section 2.1.10 - Camping.

Except as provided in subsection (a) below, overnight camping shall be prohibited.

(a).This section shall not apply to overnight camping conducted or sponsored by organized groups which have made reservations approved by the District for designated campsites.

Section 2.1.11 - Hot Air Balloons.

Aeronauts licensed by the Federal Aviation Administration (FAA) who hold a valid District Special Use Permit for hot air ballooning may only take off from designated areas within the District Facilities. Landing of hot air balloons shall be prohibited, except for emergency landings as provided by the FAA.

Section 2.1.12 - Remote Control Devices.

Hobby rockets and remote control planes, boats, cars or other like devices shall be operated only in designated areas of District Facilities by persons who hold a valid District Special Use Permit.

Section 2.1.13 - Park Hours.

No person shall enter or remain within the boundaries of any District Facility at any time other than the posted hours of operation for that facility.

(a).This section shall not apply to persons acting in accord with the provisions of any Special Use Permit or Special Event contract.

(b). This section shall not apply to any District employee or contractor while performing work on behalf of the District.

(c). This section shall not apply to any law enforcement officer while in performance of official duties.

CONSERVATION OF PARK RESOURCES

Chapter 2: Article 2

Section 2.2.1 - Hunting.

Except as provided in subsections (a) and (b) below, no person shall in any manner pursue, catch, injure, kill, trap or molest any wildlife within the boundaries of District Facilities. Furthermore, except as also provided in subsections (a) and (b) below, no person shall remove or take any wildlife from the boundaries of District Facilities.

(a). This section shall not apply to law enforcement officers or District employees who are acting within the scope of their official duties.

(b). This section shall not apply to hunting, trapping or relocation of wildlife conducted in accordance with official duties and responsibilities of the Kansas State Department of Wildlife and Parks.

(c). This section shall not apply to lawful fishing.

Section 2.2.2 - Vandalism and Collection.

Except as provided in subsections (a) and (b) below, no person shall destroy, alter, damage, injure or remove any real or personal property which belongs to the District, or any vegetation, ruins, relics, or geological formations found within the boundaries of any District Facility.

(a). This section shall not apply to persons who are engaged in scientific or educational collection and who possess and are in compliance with specific prior written permission obtained from the Johnson County Superintendent of Parks, or that person's designee, for such activity.

(b). This section shall not apply to persons who are engaged in the collection of mushrooms of the genus *Morchella*, commonly known as "Morel" mushrooms, for the purpose of personal consumption; provided, however, this subsection shall not be applicable to Ernie Miller Nature Park, where such collection shall remain prohibited.

Section 2.2.3 - Metal Detectors.

The use of metal detectors shall be restricted to persons who hold a valid District Metal Detector Permit and who operate the detector in conformity with the provisions of such permit.

Section 2.2.4 - Glass Beverage Containers.

Glass beverage containers of any type are prohibited within the boundaries of District Facilities.

Section 2.2.5 - Fireworks.

No person shall use, explode, discharge, display or possess any fireworks within the boundaries of District Facilities, except for persons who have previously obtained, and who are in accordance with, the terms and conditions of a valid District Special Event contract.

Section 2.2.6 - Fires.

Building of fires shall be restricted to privately owned ovens, grills, stoves, and to ring pits and grills that are provided by the District. No fire shall be left unattended. The Superintendent of Parks, or that person's designee, may prohibit building of fires by the posting of signs.

Section 2.2.7 - Bicycles.

Except as provided in subsection (a) below, the riding of bicycles shall be restricted to paved roads and to areas and trails specifically designated for such purpose.

(a) This section shall not apply to law enforcement officers when performing their official duties.

Section 2.2.8 - Refuse Disposal/Littering.

No person shall transport any refuse into any District Facility for the purpose of disposal therein.

Section 2.2.9 - Amplified Sound.

Only those persons who hold valid District Amplified Sound Permits, Special Use Permits or Special Event contracts and who are acting in conformity with the terms and conditions of such permits or contracts shall be allowed to set up or use amplified sound equipment within the boundaries of any District Facility; provided, however, that the set up or use of amplified sound equipment shall be prohibited within the boundaries of Antioch Park, Thomas S. Stoll Memorial Park, Ernie Miller Nature Park and the Johnson County Streamway Parks except as may be necessary for conducting official District business.

SPECIAL EVENTS

Chapter 2: Article 3

Section 2.3.1 - Signs.

Posting of signs shall be prohibited except in accord with the provisions of a valid District Special Use Permit, Special Event contract, or area reservation.

Section 2.3.2 - Solicitations.

No person shall solicit or advertise for sale within the boundaries of the District Facilities any product, item or service except as provided under the terms and conditions of valid District Special Use Permit or Special Event contract.

Section 2.3.3 - Demonstrations, Exhibitions and Special Events.

Any Demonstration, exhibition or special event must first be approved by the District Board, pursuant to policies duly adopted by such Board prior to its occurrence. Written application must be made to the District Board at least 45 days in advance of the proposed demonstration, exhibition or special event.

FISHING

Chapter 2: Article 4

Section 2.4.1 - Fishing and Frogging.

Subject to the limits and methods designated in subsection (a) below, and unless otherwise posted, Kansas law shall govern the taking of fish and frogs from District Facilities. For the purpose of interpretation of this Code, the words "fishing" and "frogging" shall be deemed synonymous wherever used.

(a) The following methods of fishing within the boundaries of District Facilities shall be prohibited: trotlines, limb lines, bank lines, throw lines, jug lines, throw nets, block lines, gigging, seining, snaring, snagging, and bow fishing. Furthermore, restrictions on length and daily creel limits shall apply where posted.

Section 2.4.2 - Fishing Permits.

In addition to State of Kansas licensing requirements, a valid District Fishing Permit shall be required for all persons fishing upon or within any District Facility who are 16 years of age and older, except that residents of Johnson County, Kansas who are 65 years of age and older shall not be required to obtain a District Fishing Permit. Persons who are required to have said Permits shall have them in their possession while engaged in fishing or in possession of fish while within the boundaries of any District Facility.

Section 2.4.3 - Trout Permits.

All persons, regardless of age, while fishing for trout shall have in their possession a valid District Trout Fishing Permit, in addition to any required District Fishing Permit and Kansas Fishing License.

Section 2.4.4 - Golf Course Irrigation Lakes.

Fishing and boating shall be prohibited at irrigation lakes in all District Facility golf courses.

BOATING & WATER SAFETY

Chapter 2: Article 5

Section 2.5.1 - Water Safety, Steering and Sailing.

Subject to the additional restrictions contained within this Code, Kansas law shall govern the use and operation of watercraft on District Facility waters.

Section 2.5.2 - Boating Permits.

A valid District Boat permit shall be required prior to placing any watercraft on District Facility waters. The required Boat Permit decal shall be placed on the right bow of the watercraft. Boat Permits may be issued to both residents and non-residents of Johnson County, Kansas. Boat Permits shall not be transferable to any other watercraft or person.

Section 2.5.3 - Boating.

Privately owned watercraft shall be restricted to Shawnee Mission Lake, Heritage Park Lake, Kill Creek Lake and designated sections of the Streamway Park System. The use of gasoline motors other than for emergency or official District business shall be prohibited. Operation of watercraft shall be allowed between the posted park opening time and one hour prior to the applicable District Facility closing.

Section 2.5.4 - Flotation.

All metal, fiberglass, plastic, and inflatable watercraft shall be equipped with a flotation system of scaled air chambers or polystyrene plastic air cells. All inflatable watercraft shall be constructed of puncture-resistant material.

Section 2.5.5 - Beach Toys.

Air mattresses and other beach toys shall be restricted to designated swimming areas.

Section 2.5.6 - Launching.

All trailered watercraft shall be launched at boat ramps and then in accordance with posted launching regulations. Persons under 18 years of age shall be required to wear a personal flotation device while in or upon a rental boat owned by the District.

Section 2.5.7 – not available at this time.

Section 2.5.8 - Boat Storage.

No watercraft of any kind shall be stored, kept or left unattended in District Facility waters, at shoreline, or on marginal land. However, the District, by approval of the District Board, shall have the authority to establish rules and regulations pursuant to which persons may, by permission of the District, maintain watercraft upon District Facility waters.

Section 2.5.9 - Impounding Vessels.

Any watercraft or other property of value (hereinafter collectively referred to in this Section as "Personal Property") found abandoned, adrift or left unattended in District Facility waters may be taken by the District and the District shall have a lien thereon for all expenses of taking, towing, keeping, advertising and selling of the same and for all damage caused by such Personal Property to property of the District. The District may enforce such lien by advertisement and sale of such Personal Property in like manner as chattel mortgages and said mortgages may be foreclosed under the laws of this State annually, or at such other periods as the District may select. A public sale shall be held to dispose of such Personal Property. Nothing herein shall be construed as exonerating the owner or operator of any such Personal Property from personal liability to the District or any other person, for any damages or injury caused by the Personal Property.

TRAFFIC

Chapter 2: Article 6

Section 2.6.1 - Motor Vehicles.

Motor

vehicles, when within the boundaries of District Facilities, shall be subject to all applicable Kansas State laws.

Section 2.6.2 - Vehicle Restrictions.

Except as provided in subsections (a), (b), and (c) below, all motor vehicles shall be restricted to paved roads and designated parking areas. No motor vehicle shall be parked other than in a designated parking area.

(a) This section shall not apply to authorized emergency vehicles.

(b) This section shall not apply to District vehicles when conducting official District business.

(c) This section shall not apply to vehicles operated or parked in accordance with the direction of any duly authorized law enforcement officer.

Section 2.6.3 - Restricted Use.

The use of skateboards, roller skates, and in-line skates shall be prohibited on all District Facility roadways and on sidewalks adjacent to buildings.

APPLICATION & PENALTIES

Chapter 3: Article 1

Section 3.1.1 - Previous Regulations.

This Code shall apply uniformly to all District Facilities that now exist and those that are later developed, and shall supersede any prior Johnson County Park and Recreation District Code.

Section 3.1.2 - Use of Park District Property or Services.

No person shall use any District property, equipment or service for which a permit or fee is required without first obtaining such permit or paying such fee. The District hereby reserves the right to restrict or close District Facilities temporarily should weather, safety or incompatible resource or program use so require.

Section 3.1.3 - Enforcement, Violations and Penalties.

(a).From and after the effective date of this Code, no person shall violate any of the provisions of this Code, or fail to comply with any of its requirements, including, but not limited to, any condition or term established in connection with granted permits or use of District property, and any act, conduct or use that fails to comply with the provisions of this Code and any rules or standards adopted as a part of this Code, shall be and hereby is declared to be unlawful as a violation of this Code.

(b).The failure of any person to comply with, or the violation of any provision, requirement, standard or condition contained within or as a part of this code, shall be a public offense punishable, upon conviction, by a fine in an amount determined according to the Fine Schedule which is attached hereto as Appendix A and incorporated herein by reference.

(c). Multiple or repeated violations shall be deemed a violation of the next most serious violation class and shall be subject to a higher fine amount, as provided in the attached Fine Schedule.

(d).The Chief Counsel of Johnson County, Kansas, or such person's designee, shall have the duty of prosecuting all actions for the enforcement of this Code.

(e).The provisions for enforcement of this Code shall be cumulative and in addition to all other procedures provided by law for the enforcement of this Code.

Section	1st Offense	2nd Offense	3rd and Subsequent Offense
2.1.1	\$25.00	\$50.00	\$100.00
2.1.2	25.00	50.00	100.00
2.1.3	50.00	75.00	100.00
2.1.4	25.00	50.00	100.00
2.1.5	25.00	50.00	100.00
2.1.6	50.00	75.00	100.00
2.1.7	25.00	50.00	100.00
2.1.8	25.00	50.00	100.00
2.1.9	25.00	50.00	100.00
2.1.10	25.00	50.00	100.00
2.1.11	25.00	50.00	100.00
2.1.12	25.00	50.00	100.00
2.1.13	25.00	50.00	100.00
2.2.1	100.00	100.00	100.00
2.2.2	100.00	100.00	100.00
2.2.3	25.00	50.00	100.00
2.2.4	25.00	50.00	100.00
2.2.5	25.00	50.00	100.00
2.2.6	100.00	100.00	100.00
2.2.7	25.00	50.00	100.00
2.2.8	50.00	75.00	100.00
2.2.9	25.00	50.00	100.00
2.3.1	25.00	50.00	100.00
2.3.2	25.00	50.00	100.00
2.3.3	100.00	100.00	100.00
2.4.1	50.00	75.00	100.00
2.4.2	50.00	75.00	100.00
2.4.3	50.00	75.00	100.00
2.4.4	25.00	50.00	100.00
2.5.1	25.00	50.00	100.00

2.5.2	50.00	75.00	100.00
2.5.3	25.00	50.00	100.00
2.5.4	25.00	50.00	100.00
2.5.5	25.00	50.00	100.00
2.5.6	25.00	50.00	100.00
2.5.7	25.00	50.00	100.00
2.5.8	25.00	50.00	100.00
2.5.9	25.00	50.00	100.00
2.6.2	25.00	50.00	100.00
2.6.3	25.00	50.00	100.00
3.1.2	100.00	100.00	100.00



31st Annual Turkey Creek Festival
Saturday May 21, 2016
Antioch Park
FESTIVAL REPORT

The weather was perfect at the 2016 Turkey Creek Festival on Saturday, May 21. Attendance for the event was estimated at 6,620. The number includes 5k run participants/spectators, pancake feed, vendors and attendees of the festival. This is an increase of 22% from 2015. Staff/volunteers used manual clickers to track festival attendees at the three entrances of Antioch Park; south and north main entrances off of Antioch and the east entrance located at 66th Terrace and Hemlock. There were seven first time sponsors and 60 arts and craft booths. Staff works to identify new marketing techniques every year. This year two new marketing partners, Find it KC and Dos Mundos, were added. The Festival planning committee is composed of staff from Overland Park Fire Department; Arts, Park Police and Park Maintenance staff from Johnson County Parks & Recreation District; Police, Public Works, and Parks and Recreation Department staff from City of Merriam. The committee met monthly this year as JCPRD had all new Park Maintenance staff and new Art/Craft Coordinator. A wrap up meeting was held in June to evaluate and discuss all areas of the special event for strengths, weaknesses, opportunities and thoughts for the 2017 festival.

Festival Schedule of Events

- ~Pancake Breakfast hosted by Merriam Lions Club
- ~5K Run/Walk/Youth Sprint at Irene B. French Community Center
- ~Summertime Arts & Crafts Show coordinated by JCPRD with 60 vendors participating
- ~Kid Zone: petting zoo, train ride, inflatable slides and bounce houses, wood projects sponsored by Merriam Home Depot, pedal boat rides by Kiwanis Club (\$5 fee per boat) and Percussion Magic Band
- ~13 Concession vendors featured a variety of food including: turkey legs, barbecue, snow cones, stuffed potatoes, fried pickles and a food truck featuring Filipino Food.
- ~ Free Concerts: both on the main stage: State Line Drive & The Kaopectones

Marketing:

- Kansas City Star Preview 913 Thursday prior
- I Family Front Cover, ¼ page ad and e mail marketing blast to their subscribers' week of event
- E-Merriam Newsletter
- Johnson County Parks Recreation District Summer Brochure
- Merriam Parks Recreation Department Summer Highlights
- Macaroni Kid Electronic Newsletter
- Electronic Sign at Marketplace
- Community Calendars: Consolidated Communication, Prairie Village Post, Channels 4 & 41
- Street Banners
- Lobby television at Community Center
- Facebook® with Find It KC
- Midwest Living Magazine May/June Issue
- City of Merriam Website
- 4 x 4 Turkey Creek Festival Signs at 12 locations
- Flier at: bulletin boards at all Merriam Parks, Community Center, City Hall, Library
- ¼ sheet fliers on cars at Antioch Park the Friday prior to Festival
- Banner hung at entrance of Antioch Park the week of Festival
- Poster at Marketplace and Community Center

Flier sent electronically to: East Antioch, Merriam Park and Crestview Elementary PTO Groups, Lee Jeans, Seaboard, IBT, Shawnee Mission Health Center, Festival sponsors, City employees, and US Bank.
distributed to bank customers
US Bank marquee
Billboard at 63rd St./Shawnee Mission Parkway over 35
NE Johnson County Chamber News Brief
KC Parent calendar and E Ad which is an electronic ad on their website
Dos Mundos, electronic ad on their website and radio announcements
Kansas Government Journal
Capital Federal True Blue Newsletter

Festival Survey

A dot survey located near the main information tent requests respondents place a colored dot next to their response. New this year staff purchased “mood straws” to give to youth which enticed families stop to answer the survey. This was the first year the survey was published in Spanish. The following are the questions and responses.

Q1. What I enjoyed the most at the Festival?

Children’s Activities- 34	Food- 18	
Arts & Crafts- 15	Concerts- 8	
Pedal Boats-9	5K- 2	Total: 86

Q2. How many Turkey Creek Festivals have you attended?

1 st - 80	
Over One- 30	
Over Five- 11	
Over Ten- 7	Total: 128

Q3. Where do you live?

Merriam -25	Overland Park - Shawnee/Lenexa -56
Kansas City, Kansas – 11	Mission/Roeland Park -4
Other- 31	Total: 127

Q4. Where did you hear about the Festival?

iFamily- 10	Face Book-22	KC Parent-15
Dos Mundos-0	Macaroni Kid-6	Other-Merriam Highlights-2
		Total: 55

2016 Turkey Creek Festival Expenses

Concert-Bands

State Line Drive	\$ 900.00
Kaoptectones	\$1,000.00
Box of Chalk-Sound System	\$ 600.00
Kansas City MO- Boomer Wagon	<u>\$1,950.00</u>
	\$4,450.00

Kid Zone

Inflatables/Train Rides	\$4,104.00
Petting Zoo & Pony Rides	\$ 4,200.00
Percussion Magic	\$ 275.00
Say Cheez Photo Booth/cd	\$ 320.00
	<hr/>
	\$8,899.00

Advertising

Kansas City Star- 913, one ad Thursday prior	\$ 450.00
I Family (cover, ¼ add, reserve 2016 cover)	\$1,525.00
Road Runner Message Board	\$ 795.00
Outfront Media (billboard)	\$1,150.00
Dos Mundos e ad/radios spots	\$ 500.00
Findit KC	\$ 400.00
	<hr/>
	\$4,820.00

Festival Logistics

Deffenbaugh –Porta pottys /Hand wash/dumpsters	\$1,040.00
RDS-Golf Cart rental	\$1,860.00
Midwest Sales-Volunteer t-shirts	\$ 267.00
Aggreko, Inc-power	\$3,300.00
Shawnee Copy Center/sponsor and fest. Info banners	\$ 120.00
KC Kite Club	\$ 400.00
Ka Comm, Inc Radio Rental	\$ 498.00
First Student Shuttle Service	\$1,770.75
Volunteer lunches	\$ 470.00
JCPRD Park rental, vendor fees, pedal boats	\$2,700.00
Shawnee Copy Banner	\$ 120.00
	<hr/>
	\$12,545.75

5K Run/Walk

Hasty Awards-medals	\$ 770.90
Mike Moyer-Run DJ	\$ 300.00
Midwest Sales-printing Tech Tees	\$1,431.25
Sams Club- Post run refreshments	\$ 374.69
Walmart- Course paint	\$ 16.31
KR Run Club-Timing & Results	\$1,350.00
Shawnee Copy Run Post Cards	\$ 290.70
QT- Ice	\$ 19.90
	<hr/>
	\$4,553.75

Total Festival Expenses**\$35,268.50****2016 Turkey Creek Festival Revenues****Sponsors/General Booths****\$7,925.00**

Shawnee Mission Health Center, Consolidated Communications, Aristocrat Motors, Lee Jeans, Midwest Sales, Shawnee Copy Center, Downtown Merriam Partnership, Merriam Feed Lawn and Garden Center, Harlan Chiropractic, Beak N' Wings, Home Depot, KLOVE and Air 1 Radio stations, iFamily, Macaroni Kid, i9 Sports, Alenco, APW Plumbing, Heating and Cooling, Hague Quality Water, Happy Family Organic Superfoods, Antioch Dentistry, K12.com, Mixture, Farris-Burns Corporation, American Home Services, Pinnacle Gymnastics.

Concession Vendors**\$2,200.00**

Smoothie Wave, Sugar Daddy Lemonade, Boy Scouts Troop #247, Holmes Enterprises (shaved ice), Big Dogs Barbecue, Poppin Joe's Kettlecorn, Fry Guys, J Smith Concessions, Polar Oasis, Crest Bible Church, M3 Ventures, KC Pinoy Food Truck, Fresh & Tasty Catering.

5K Entries

5K Run Individuals	\$3,440.00
Schools	\$2,025.00
5K Teams	\$1,780.00
Youth Sprint	\$ 67.00
	\$7,312.00

Total Festival Revenues**\$ 17,437.00**

<u>Department</u>	<u>2016 Labor hrs/dept</u>	<u>labor/vehicles cost/dept</u>
Parks & Rec.	113	\$1,694.00
Public Works	29	\$ 898.01
Police Department	<u>111</u>	<u>\$3,316.00</u>
Total	253	\$5,908.01

2016 Volunteer

5K Run	13
Park Volunteers	<u>13</u>
Total Volunteers	26

Strengths: Largest event to date with 376 runners/walkers this year in comparison to 358 in 2015. Weather was perfect, sunny light breeze.

Run proceeds benefit the Merriam Parks, Recreation and Community Center Foundation. Staff estimates that this year the Foundation will receive \$1,100. This is the third year in a row that proceeds have been donated.

The bright yellow t-shirt design with another logo designed by city staff was well received.

Find It KC improved the promotion of the event on Facebook® to a higher level. Marketing with Dos Mundos added more diversity to festival attendees.

ATM was on sight with 81 transactions totaling \$4,800 for the day.

Both bands were well liked and the performance times made for easy change out.

Home Depot wood kits stored at Shelter #2 closet was so much easier than storing them in the van.

Weaknesses: First Student shuttle drivers were late and had no idea about the route.

Meet with drivers prior to Festival, drive the route and enforce there are NO left hand turns out of Antioch Park. With the trees and arts/crafts booths the train pickup/drop off was hard to locate. Four Heating & Cooling sponsors, two were giving away items (Royals tickets, free water softener)

Opportunities: Banner at front entrance is hardly visible, especially when police have a vehicle parked there.

Discuss other signage options for sponsors. Obtain extra soap and towels from Deffenbaugh for hand wash stations as they charge a minimum of \$150.00 to restock. Concession vendors like being in the same location yet other

vendors think it is unfair. Utilize JCPRD park trash barrels versus poly carts on wheels. Kiwanis needs trash can by pedal boats as people wait in line have concession items for disposal. Shawnee Mission Medical Center would like to have more of a presence at the event; pole banners, banner at stage or information tent or maybe a wellness booth with promotional items.

Thoughts: Evaluate sponsorship levels, \$100 for general is so inexpensive.

Bottled water for staff and volunteers at all entrances.

Increase the meal tickets for volunteers from \$8 to \$10.

The Transient Guest Fund allows Merriam families and visitors to enjoy Antioch Park, quality activities as a family and entertainment from the metro area. The committee focuses on being good stewards of the festival budget and engaging new entertainment and activities for youth each year.

Submitted by

Sara Thompson, CPRP

Recreation Supervisor

AGENDA ITEM INFORMATION FORM

Agenda Item: Approval of JCRION (Johnson County Regional Interagency Operating Network) Interlocal Agreement

Department: POLICE

Background/Description of Item:

JCRION (Johnson County Regional Interagency Operating Network) is a consortium put together to provide its members with a law enforcement records management system. This project started in 2014 with a committee to evaluate our current Intergraph records management system, I-Leads. From this work the Olathe Police Department decided that they needed to move in a different direction and began the process of evaluating other records management systems. At that time, we began discussions with both Olathe and Overland Park about the future of records management in Johnson County. When the evaluations were completed we decided that the Niche Records Management System would be the best system for the Merriam Police Department.

The Olathe Police Department agreed to host the system and allow other agencies to join with their own individual domains. We started making plans to move to the Olathe hosted system, when Johnson County's JIMS management suggested that the system be hosted by the county. Olathe agreed and the new JCRION was formed and approved by the Board of County Commissioners unanimously. JCRION will include all the law enforcement agencies in Johnson County. This will be the first time in our history that all law enforcement agencies in Johnson County will use one records management system.

The transition to the new system will take most, if not all of 2017. During the transition process we will pay for the current Intergraph I-Leads RMS quarterly with a total possible cost of \$7,879.08. The year JCRION fees will include an annual hosting fee \$2,604 and an annual maintenance fee that starts in 2018 of \$8,576. Our 2017 estimated cost for JCRION will be $\frac{1}{4}$ to $\frac{1}{2}$ of the annual hosting fee. The JCRION agreement is for 10 years, which will bring consistency to records management in Johnson County.

Related Ordinance or Statutes: N/A

Recommendation: Approve an interlocal agreement with JCRION (Johnson County Regional Interagency Operating Network) for the Niche Records Management System and authorize the Mayor to sign said agreement; and authorize Chief Daniels to sign the JCRION Interagency Policy Agreement.

Funding Source: IT Budget 0110704193365

**AN INTERLOCAL COOPERATION AGREEMENT FOR A COORDINATED
LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM FOR JOHNSON
COUNTY, KANSAS**

THIS AGREEMENT, made and entered into this ____ day of _____ 2016, 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 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. 12-2904* 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, 2020 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 of JCRION system following

notice of termination. A terminating Participant shall pay the termination fees described in the Interagency Policy Agreement and it shall not be entitled to a refund of any amounts paid hereunder. The County will notify all Participants of any 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, 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, whether false, fraudulent, meritless or meritorious, 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 violation of K.S.A. 2015 Supp. 12-2904(f).

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. All JCRION licenses purchased for or provided to individual Participants shall remain the property of the County.

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.

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. ENTIRE AGREEMENT.

The text herein shall constitute the entire agreement by and amongst the Participants hereto, and supersedes any and all prior understandings, agreements or promises, whether oral or written, by and between, or amongst, any or all of the Participants pertaining to, or in connection with, the subject matter of this Agreement.

XVII. 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 Frank Denning

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

DRAFT

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

DRAFT

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

DRAFT

CITY OF LENEXA, KANSAS

Mike Boehm, Mayor

ATTEST:

David Bryant, 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

DRAFT

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:

Donald T. Howell, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:

City of Olathe, Kansas
ATTN: City Clerk
100 East Santa Fe
Olathe, KS 66051

DRAFT

CITY OF OVERLAND PARK, KANSAS

Carl Gerlach, Mayor

ATTEST:

Marion Cook, City Clerk

APPROVED AS TO FORM:

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

DRAFT

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

DRAFT

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

DRAFT

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

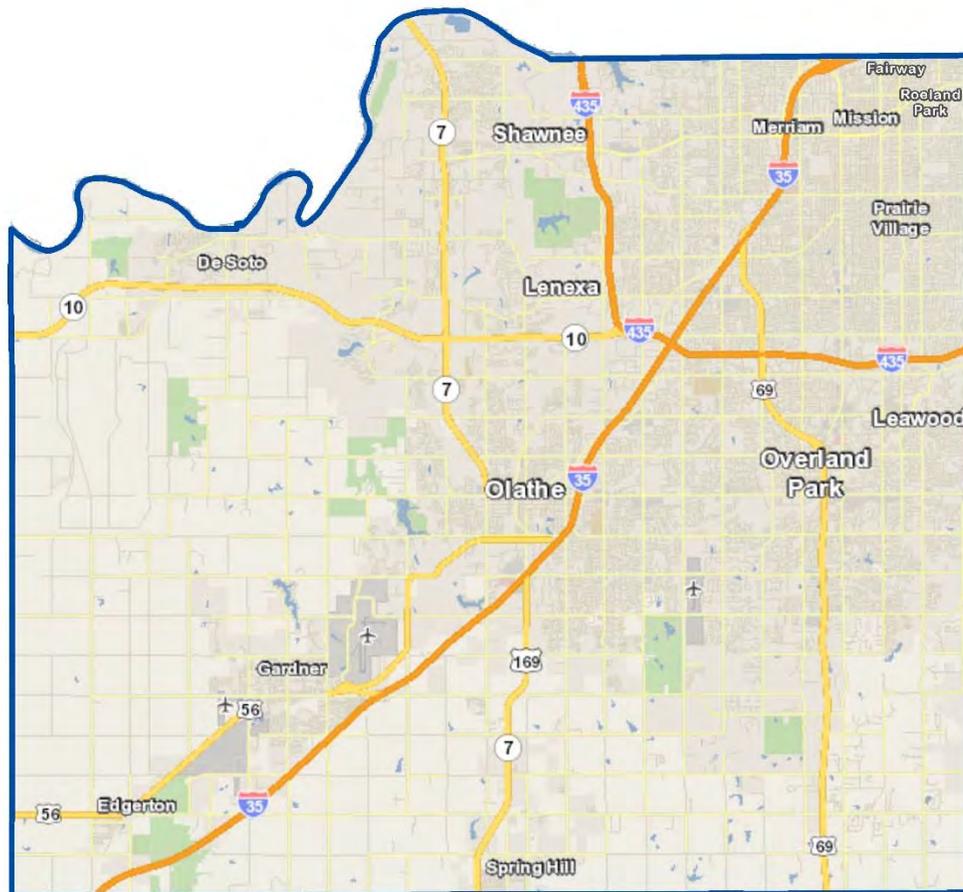
ATTEST:
_____, City Clerk

APPROVED AS TO FORM:

ADDRESS FOR NOTICE PURPOSES:
City of Merriam, Kansas
ATTN: City Clerk
9001 West 62nd Street
Merriam, KS 66202

DRAFT

Interagency Policy Agreement



JCRION

Johnson County Regional Interagency
Operating Network

(NICHE Records Management System)

Table of Contents

JCRION Consortium

1.0 Interagency Participants.....	3
2.0 Scope.....	4
3.0 Definitions.....	4
4.0 JCRION Roles.....	5
5.0 Host Agency Requirements.....	9
6.0 JCRION Agency Requirements.....	10
7.0 JCRION Governance.....	11
8.0 JCRION Operations.....	14
9.0 Financial Section.....	17
Signature Agreement.....	20

Appendix A: JCRION RMS Functionality Matrix

Appendix B: JCRION RMS Agency Cost Model Worksheet

Appendix C: JCRION Consortium Service Level Agreement

Appendix D: Niche Developed/Approved Interfaces

1.0 JCRION PARTICIPANTS

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

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

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

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

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

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

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

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

Board of County Commissioners of Johnson County, Kansas
County Manager & Justice Information Management Systems

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

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

Johnson County Sheriff's Office
Sheriff Frank Denning
27747 West 159th Street
New Century, KS 66031

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

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

Leawood Police Department
Chief Troy Rettig
4201 Town Center Drive
Leawood, KS 66209

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

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

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, 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 – 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.

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 County Manager or designee; Director of JIMS; Sheriff or designee; and District Attorney or designee. Each agency shall have one representative on the Executive Council except for the HOST AGENCY, which shall have two representatives with one 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 for 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 IT 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 will then rotate every two years thereafter with the chair to be selected by the Executive Council.

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 of any recommendation(s) and will provide direction as to the impact of the recommendation(s) as it relates to the *JCRION* RMS.

Host Agency RMS Administrator

A civilian or sworn staff member of the Sheriff's Office that specifically represents the agency's Records and/or Property Division. The RMS Administrator 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.

***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 the Johnson County 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 *ORION* 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.

All unused funds will be rolled over to maintain fiscal responsibility within the *JCRION* Consortium.

***JCRION* NUG Agency Representatives**

Each *JCRION* AGENCY will have at most two representatives (i.e. *Agency Records Custodian Representative and/or Agency JCRION RMS Administrators*) within 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 will then rotate every two years thereafter with the chair to be selected by the *JCRION* NUG.

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.

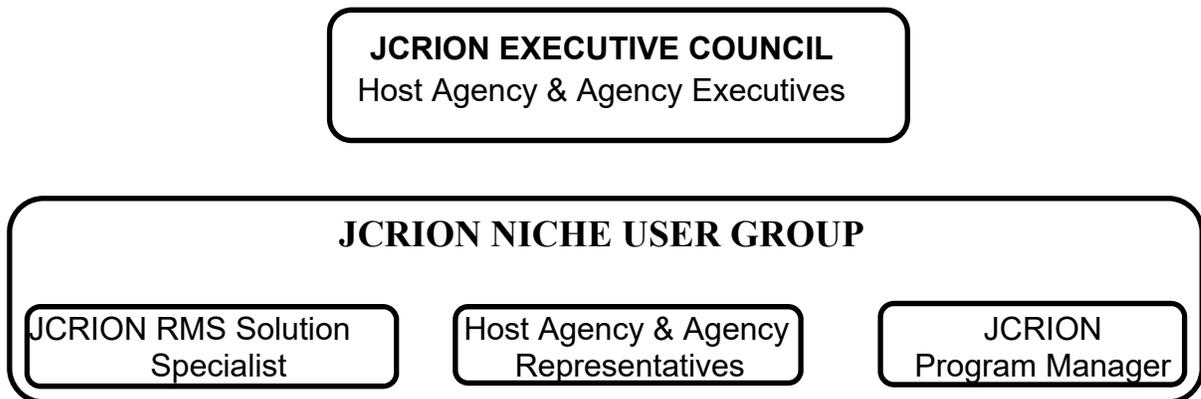
Representation

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**



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, 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 in the *JCRION* RMS environment, which must be in writing from the requesting agency. 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 will recommend amendments to this Agreement as needed for the efficient operation, maintenance, and operation 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 HOST AGENCY.

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 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 *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 shall refer the requester to the custodian AGENCY and, if practicable, 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 without 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 regular database backup of the *JCRION* RMS based upon JIMS' current guidelines. 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 not expected to have the same level of performance as the primary site.

Scheduled *JCRION* RMS Maintenance

The HOST AGENCY will provide upgrades to the *JCRION* RMS as provided by NICHE, which are estimated to be every twelve to eighteen months, at its discretion and with notice to the *JCRION* Executive Council. The HOST AGENCY will apply patches during the scheduled maintenance window with advance notification to all Agencies. 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.

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 an *JCRION* AGENCY security issue, the Agency identifying the issue must notify the HOST AGENCY immediately, but in no event not less 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 will 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 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 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 retain the licenses purchased for such agency, which shall not be entitled to any refund or reimbursement.

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 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 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 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 Training Fees	\$1,800 per day <i>(plus T&E)</i>
Optional NICHE Provided Data Conversions	\$1,800 per day <i>(plus T&E)</i>
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.

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 _____, 2016.

Chief Richard Mann
Spring Hill Police Department

Chief Francis Donchez
Overland Park Police Department



Chief Rob Moser
Shawnee Police Department



Chief James Pruetting
Gardner Police Department



Chief Ben Hadley
Mission Police Department



Sheriff Frank Denning
Johnson County Sheriff's Office



Chief Dan Field
Johnson County Park Police



Chief Michael Daniels
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 Hong slo
Lenexa Police Department



ORION RMS Agency Cost Model Worksheet				Appendix B																	
Agency User Counts			3-Tier System	1 time licensing cost	20% Annual maintenance starts in 2018	Annual hosting fee \$62 per user	2017 **	2018 **	2019 **	2020 **	2021	2022	2023	2024	2025	2026	1st year cost	5 year total cost	10 year total cost		
Agency	Sworn	Civilian	Total Users																		
Fairway	10	2	12	\$ -	\$ 2,680	\$ 744	\$ 744	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 3,424	\$ 744	\$ 14,440	\$ 31,560		
Spring Hill	12	2	14	\$ -	\$ 3,216	\$ 868	\$ 868	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 4,084	\$ 868	\$ 17,204	\$ 37,624		
Westwood	13	1	14	\$ -	\$ 3,484	\$ 868	\$ 868	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 4,352	\$ 868	\$ 18,276	\$ 40,036		
Roeland Park	17	2	19	\$ -	\$ 4,556	\$ 1,178	\$ 1,178	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 5,734	\$ 1,178	\$ 24,114	\$ 52,784		
Jo.Co. Park Police	23	1	24	\$ -	\$ 6,164	\$ 1,488	\$ 1,488	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 7,652	\$ 1,488	\$ 32,096	\$ 70,356		
Gardner	30	3	33	\$ -	\$ 8,040	\$ 2,046	\$ 2,046	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 10,086	\$ 2,046	\$ 42,390	\$ 92,820		
Mission	31	8	39	\$ -	\$ 8,308	\$ 2,418	\$ 2,418	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 10,726	\$ 2,418	\$ 45,322	\$ 98,952		
Merriam	32	10	42	\$ -	\$ 8,576	\$ 2,604	\$ 2,604	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 11,180	\$ 2,604	\$ 47,324	\$ 103,224		
Prairie Village	47	13	60	\$ 62,980	\$ 12,596	\$ 3,720	\$ 66,700	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 16,316	\$ 66,700	\$ 131,964	\$ 213,544		
Leawood	61	23	84	\$ 81,740	\$ 16,348	\$ 5,208	\$ 86,948	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 21,556	\$ 86,948	\$ 173,172	\$ 280,952		
Shawnee	89	21	110	\$ 119,260	\$ 23,852	\$ 6,820	\$ 126,080	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 30,672	\$ 126,080	\$ 248,768	\$ 402,128		
Lenexa	91	28	119	\$ 121,940	\$ 24,388	\$ 7,378	\$ 129,318	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 31,766	\$ 129,318	\$ 256,382	\$ 415,212		
Olathe	181	30	211	\$ 242,540	\$ 48,508	\$ 13,082	\$ 255,622	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 61,590	\$ 255,622	\$ 501,982	\$ 809,932		
Overland Park	253	66	319	\$ 339,020	\$ 67,804	\$ 19,778	\$ 358,798	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 87,582	\$ 358,798	\$ 709,126	\$ 1,147,036		
Jo. Co. Sheriff*	198	464	662	\$ 265,320	\$ 53,064	\$ 41,044	\$ 306,364	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 94,108	\$ 306,364	\$ 682,796	\$ 1,153,336		
Jo. Co. DA	4	59	63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTALS	1092	733	1825		\$ 1,232,800	\$ 291,584	\$ 109,244	\$ 1,342,044	\$ 400,828	\$ 400,828	\$ 400,828	\$ 400,828	\$ 400,828	\$ 400,828	\$ 400,828	\$ 400,828	\$ 1,342,044	\$ 2,945,356	\$ 4,949,496		
*Civilian # includes sworn staff who are assigned to full-time Detention Assignments																					
** Amounts will be lower since agencies will not be going live 1/1/17, amounts will be adjusted as agencies go live.																					
Tier-1 (1-50 users) No Initial licensing costs; Pay 20% annual maintenance costs based on # of sworn; Pay \$62 per user annual hosting admin fee																					
Tier-2 (51+ users) Pay 100% Licensing costs; Pay 20% Annual maintenance costs based on # of sworn; Pay \$62 per user annual hosting admin fee																					
Tier-3 No cost																					
NOTES:																					
Annual Maintenance is based on total number of agency sworn licenses																					
Annual Hosting Fee is based on total number of agency users																					
8/4/2016																					

AGENDA ITEM INFORMATION FORM

Agenda Item: Consider approval of a letter authorizing Merriam Luxury Imports LLC's, agent Richard Webb, to act as owner agent for city owned properties generally located at 7000 W. Frontage Road.

Department: Community Development

Background/Description of Item:

At the March 14, 2016 City Council meeting, Merriam Luxury Imports LLC's agent, Richard Webb presented his plans to fill in the drainage area that is south of his Infiniti dealership and construct another automobile dealership. To accomplish this a number of items must occur, one of which is his purchase of the city owned properties that are generally located at 7000 W. Frontage Road. After hearing the proposal Council authorized staff to begin negotiations of the sale of the properties to Mr. Webb.

Since that Council meeting there have been a number of meetings between city staff and Mr. Webb's development team. Mr. Webb's development team submitted a tax increment financing (TIF) application. The development team has also discussed with staff the requirements for the submittal of a development plan and plat to the Planning Commission and the purchase of the city owned properties.

It is likely that Mr. Webb will request that his purchase of the city properties be contingent on the approval of the TIF application and development plans. This is a typical request of a developer when negotiating a property purchase. The next step in the process is the drafting of a purchase agreement for Council approval.

Mr. Webb plans to submit development plan and plat applications to the Planning Commission. However, Mr. Webb cannot submit plans that include the city's property because he is not the property owner. In these situations, it is typical for the property owner to provide the developer with an "owner agent" letter authorizing the developer to act on the property owner's behalf for planning submittals.

Staff drafted the attached owner agent letter authorizing Mr. Webb to submit preliminary development plan and plat applications to the Planning Commission that include the city owned properties. If Council approves the letter, Mr. Webb will be able to submit his applications to the Planning Commission.

If City Council approves Mr. Webb's TIF, development plan, and plat applications, the properties will ultimately be sold to Mr. Webb prior to development.

The City Attorney has been provided a copy of the letter for review.

Related Ordinance(s) or Statute(s): Merriam Municipal Code Chapter 62 – Subdivisions and Chapter 74 – Zoning.

Recommendation: Approval of the owner agent letter authorizing Merriam Luxury Imports LLC's, agent Richard Webb, to act as owner agent for city owned properties generally located at 7000 W. Frontage Road and authorize the Mayor to sign the letter.

Prepared by: Bryan P. Dyer, Community Development Director

Date: September 12, 2016

September 12, 2016

To Whom It May Concern:

The City of Merriam governing body has approved and authorized, Merriam Luxury Imports LLC's, agent Richard Webb, to act as the owner agent for the city owned properties that are generally located at 7000 W. Frontage Rd with the tax property IDs of JF241213-4024 and JF241213-4028.

Mr. Webb can only act on the city's behalf for matters related to the submittal of a preliminary development plan and final plat applications to the Planning Commission that involve the above referenced properties.

This authorization is null and void on March 28, 2017.

Sincerely,

Ken Sissom
Mayor



**CITY OF MERRIAM
INTEROFFICE MEMORANDUM**

TO: MAYOR AND THE CITY COUNCIL
FROM: KEVIN BRUEMMER, PUBLIC WORKS DIRECTOR
SUBJECT: SEPTEMBER CIP UPDATE
DATE: SEPTEMBER 12, 2016

Highlights:

- **Farley Avenue** – Pyramid Contractors has been placing the north retaining wall and should be completed sometime the week of September 12th. The placement of roadway fill/subgrade has begun in the north phase of the project. Placement of storm drains in the north phase of the project are scheduled to begin late in the week of September 12th.

- **Antioch Road from 67th Street to Johnson Drive** – J.M. Fahey Construction plans to have curb & gutters, sidewalks, and driveway approaches completed on the west side of Antioch Rd. by September 10th. The street lighting sub-contractor is working on installation of street light conduit and bases on the west side of Antioch Rd. Fahey is planning to switch traffic to the west half of Antioch Rd. on Monday September 12th.

- **SMP Bridge over BNSF Railroad** – Design continues with an October, 2016 letting. Construction is scheduled to begin in the spring of 2017.

- **Residential Streets Group V** – City has completed field check/review of 61st Street, Merriam Lane, and 62nd Street, with the designer Affinis Corp. Affinis has begun design of 51st Street. The first Public Information Meeting for 51st Street is scheduled for September 27, 2016 at 5:30 pm at City Hall.

- **Sidewalk In-Fill** – City designer, GBA, has identified areas lacking sidewalks, and has started to prioritize areas of need. Staff performed a field check/review with GBA to identify areas where it may not be practical to build sidewalks.

Capital Improvement Active Project List

Last Updated 9/8/2016

PROJECT NAME	FUNDING SOURCES	BUDGETED PROJECT COST	ACTUAL PROJECT COST	STATUS	DESIGN CONSULTANT	PUBLIC MEETING #1	PUBLIC MEETING #2	PUBLIC MEETING #3	ENGINEER'S ESTIMATE	BID OPENING	AWARD AT COUNCIL	CONTRACTOR	CONTRACT AMOUNT	NOTICE TO PROCEED	PROJECTED SUBSTANT COMPLETION DATE
2015															
Residential Streets Group IV (54 St, 55 Ter/56 St, Garner, Hayes, Carter and Grant)	Special sales tax-Street/stormwater	\$2,705,000	\$2,540,561	Accepted 11/09/2015	Affinis	7/10/13	11/20/13	6/25/14	\$2,462,306.60	6/3/14	6/9/14	Kansas Heavy	\$2,161,517.55	7/7/14	10/30/15
Meyer Creek Improvement (Sherwood and Connell Dr.)	SMAC/Special Sales Tax	\$3,348,700		Substantially Complete	Affinis	11/12/13	4/15/14	2/24/15	\$3,408,621.00	2/3/15	2/9/15	VF Anderson	\$2,755,019.50	2/25/15	4/30/15
Antioch Street Overlay to 75th Street	67th CARS/Special Sales Tax	\$280,000		Accepted 12/01/2015	Overland Park	N/A	N/A	N/A				O'Donnel & Sons		5/11/15	11/30/15
2016															
Farley Ave - 67th to 69th St	Special sales tax-Street/stormwater	\$1,872,500		Construction	BHC-Rhodes	6/17/15	11/19/15	6/9/16	\$1,899,097.00	5/10/16	5/23/16	Pyramid Contractors Inc.	\$1,553,547.50	8/1/16	12/24/16
SMP Bridge over BNSF Rail Road & Mill/Overlay West	Special sales tax-Street/stormwater	\$2,843,599		Design	GBA										
Antioch Road Improvement W. 67th Street to Johnson Drive	CARS/Special Sales Tax	\$1,095,487		Design	BHC-Rhodes	4/5/2016				6/21/2016	6/27/2016	J.M. Fahey Construction	\$1,789,770.68	8/15/2016	10/14/2016
Corrigated Metal Pipe Replacement 47th/Eby/Antioch	General CIP	\$1,100,000		Design	BHC-Rhodes										
Residential Infill: 51st St., Merriam Lane, Campbell Lane	Special sales tax-Street/stormwater	\$2,326,500		Design	Affinis	6/29/16	9/27/16								
West Frontage Road Improvements	I-35 Redevelopment	\$1,220,000		Delayed	TBD										
2017															
Sidewalk Infill	General CIP	\$1,815,000		Design	GBA										
Turkey Creek	General CIP/SMAC	\$5,740,750		TBD-Federal Funding	USACE	7/25/01	10/19/11	8/14/13							

CITY COUNCIL SUGGESTED MOTIONS FOR YOUR CONSIDERATION

CONSENT AGENDA

1. Move that the council approve Consent Agenda items 1-3.

MAYOR'S REPORT

FINANCE AND ADMINISTRATION

1. No motion
2. Move that the council approve an interlocal agreement with JCRION (Johnson County Regional Interagency Operating Network) for the Niche Records Management System and authorize the Mayor to sign said agreement; and authorize Chief Daniels to sign the JCRION Interagency Policy Agreement.
3. No motion.

COMMUNITY DEVELOPMENT/PUBLIC WORKS

1. Move that the council approve the owner agent letter authorizing Merriam Luxury Imports LLC's, agent Richard Webb, to act as owner agent for city owned properties generally located at 7000 W. Frontage Road and authorize the Mayor to sign said letter.
2. No motion.

STAFF ITEMS

EXECUTIVE SESSION