

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JANUARY 25, 2017

4:00 p.m.

-Consider approval of the minutes for January 4, 2017

CONSENT AGENDA

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of annual service and maintenance contract for DGCO Emergency Communications (Randy Roberts);
- (c) Consent Agenda authorization to solicit bids for pavement marking services Project No. 2017-07 (Keith Browning);
- (d) Consent Agenda approval of resolution establishing 35 mph speed limits E 1550 Road from N 1100 Road to N 1175 Road and N 1175 Road from Route 1055 to E 1550 Road (Keith Browning);
- (e) Consent Agenda approval of resolution establishing 45-mph speed limit Portion of Route 1055 south of N 1250 Road (Keith Browning);
- (f) Consent Agenda approval of resolution establishing 45-mph speed limit for Portions of E 1350 Road and E 1400 Road south of N 1250 Road (Keith Browning); and
- (g) Consider recommendation of vehicle purchase for Sheriff's office (Ken McGovern).

REGULAR AGENDA

- (2) Authorize the County Administrator to enter into an agreement with the City of Lawrence to finance 50% of the costs of the Community Health Building energy upgrades as part of the FCIP project, and to make payments to the City over three years (2017, 2018, 2019) (Eileen Horn)
- (3) Receive Energy Management Policy and authorize the County Administrator to implement the policy. (Eileen Horn)
- (4) Reinvestment Fund, and authorize transfer of \$30,629.41 (annual energy savings) from end of-year fund balance to the SESRF within Equipment Reserve. (Eileen Horn)
- (5) Consider approval of a contract with SunGard Public Sector, Inc. and Socrata, Inc. in the amount of \$24,393.76, which includes \$7,900 in one-time expenses, and \$16,493.76 ongoing expenses, for services and software to support the county's annual budget reporting and communications efforts (Jill Jolicoeur)
- (6) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
 - Board of Construction Codes Appeals (1) position 12/15**
 - Planning Commission (1) position to fill unexpired term**
 - MPO Bicycle Advisory Committee (2) positions**
 - Community Corrections (2) positions**
- (c) Public Comment
- (d) Miscellaneous
- (7) Adjourn

WEDNESDAY, FEBRUARY 1, 2017 4 pm

-Food Policy Council Annual report (Helen Schnoes)

SATURDAY, FEBRUARY 4, 2017

11:00 a.m. – 3:00 p.m. – BOCC Orientation session at the Public Works large meeting room

WEDNESDAY, FEBRUARY 8, 2017

WEDNESDAY, FEBRUARY 15, 2017- 4 pm

Presentation of Tourism impact study for Douglas County by Explore Lawrence (Michael Davidson, Executive Director)

WEDNESDAY, MARCH 1, 2017

-Update on the DCHCC and Heritage Site Program (Jan Shupert-Arick)

WEDNESDAY, MARCH 8, 2017

WEDNESDAY, MARCH 15, 2017

***Note:** The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and 6:00 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*

111 East 11th Street, Unit 200
Lawrence, KS 66044
phone: (785) 832-5237
fax: (785) 330-2801



email: eccdept@douglas-county.com
website: www.douglas-county.com

RANDY L. ROBERTS
Director

RICHARD L. BARR
Assistant Director

MEMORANDUM

To: Board of County Commissioners

From: Randy L. Roberts, Director

Re: Consent Agenda Item to approve the annual service and maintenance contract for DGCO Emergency Communications.

Date: January 25, 2017

Re: Consent Agenda item waiving formal bidding process and authorize staff to access the State of Kansas, Western States Contract Alliance, and related MARC (Mid America Regional Council) contracts for the annual service agreement with Spillman Technologies, Inc.

Spillman Technologies, Inc. (January 1, 2017-December 31, 2017)

\$55,169.12

The funds for this service agreement are allocated in the E911 Tax Fund, and are not obligated through the General Fund as an operating cost. This annual service agreement covers the CAD Dispatch computer operating system from the conclusion of the first year warranty that began August 1, 2015.

Action Required: Consent agenda authorization for Emergency Communications Director to approve this 2017 Service and Maintenance agreement.

911 ADVISORY BOARD

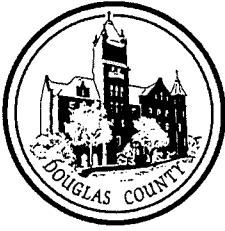
SHERIFF KENNETH MCGOVERN
Douglas County
Chairman

CHIEF MARK BRADFORD
Lawrence Douglas County
Fire-Medical Services
Vice Chairman

CHIEF TARIK KHATIB
Lawrence Police Department

INTERIM CHIEF CHRIS KEARY
Kansas University
Public Safety

CHIEF KEN KEITER
Eudora City Fire
Department



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : January 13, 2017

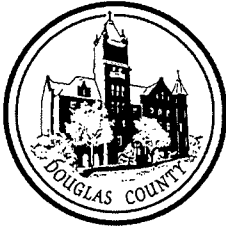
Re : Consent Agenda authorization to solicit bids for pavement marking services
Project No. 2017-07

This department contracts for supplying materials and painting pavement markings on county routes. Pavement markings typically need repainting annually. For the past five years, Douglas County has utilized a renewable contract for pavement marking services. That contract was executed in 2012 with Midwest Striping, Inc., and was renewable through 2016. This year we need to solicit bids, and enter into another renewable contract for these services.

The 2017 Road & Bridge Fund 201 has \$187,500 allocated for pavement marking services.

Following receipt of bids, a proposed contract will be presented to the BoCC for approval.

Action Required: Consent Agenda authorization to solicit bids for Project No. 2017-07, pavement marking services.



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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : January 19, 2017

Re : Consent Agenda approval of resolution establishing 35 mph speed limits
E 1550 Road from N 1100 Road to N 1175 Road
N 1175 Road from Route 1055 to E 1550 Road

Wakarusa Township has requested to post N 1175 Road from Route 1055 (E 1500 Rd) to E 1550 Road, and E 1550 Road from N 1100 Road to N 1175 Road, with 35 mph speed limits. These road sections are currently not posted for reduced speed limit. Therefore, the statutory speed limit is 55-mph or "as reasonable and prudent".

The measured 85th-percentile speed on N 1175 Road was 38 mph. The measured 85th-percentile speed on E 1550 Road was 45 mph. The 85th-percentile speed is often a good indicator of the appropriate speed limit. Although the measured 85th-percentile speed on E 1550 Road would suggest a higher speed limit, Wakarusa Township is concerned with posting a speed limit higher than 35 mph given the sharp (approximately 15 mph) turn at the intersection of E 1550 Road with N 1175 Road. A 35-mph speed limit would also be consistent with other Wakarusa Township local roads in the vicinity.

The attached resolution establishes the requested 35 mph speed limits.

Action Required: Consent Agenda approval of a resolution establishing a 35 mph speed limit on E 1550 Road from N 1100 Road to N 1175 Road, and on N 1175 Road from Route 1055 (E 1500 Rd) to E 1550 Road.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A 35 MILES-PER-HOUR MAXIMUM
SPEED LIMIT ON A PORTION OF E 1550 ROAD AND ON A PORTION OF
N 1175 ROAD IN WAKARUSA TOWNSHIP

WHEREAS, pursuant to K.S.A. 8-1560, local authorities may determine and declare a reasonable and safe maximum speed limit for roads under their jurisdiction; and

WHEREAS, on the basis of an engineering and traffic investigation performed by the Douglas County Public Works Department, the maximum speed limit for the following described county roads or highways, to-wit:

a portion of E 1550 Road and a portion of N 1175 Road, from the intersection of E 1550 Road with N 1100 Road, thence northerly on E 1550 Road to and around the E 1550 Rd/N 1175 Rd curve to the left, thence westerly on N 1175 Road to the intersection of N 1175 Road with Route 1055, otherwise known as E 1500 Road, the centerline of which is more particularly described as follows:

beginning at the North Quarter Corner of Section 29, Township 13 South, Range 20 East of the 6th P.M., thence northerly along the E 1550 Road centerline a distance of approximately 4,196 feet, thence westerly following the N 1175 Road centerline a distance of approximately 2,661 feet to the intersection of N 1175 Road with Route 1055 (E 1500 Road), and terminating at said intersection;

as set by K.S.A. 8-1558, is greater than is reasonable or safe under the conditions found to exist on the above described roads under the jurisdiction of this Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS that a speed limit of 35 miles-per-hour is hereby determined and declared to be a reasonable and safe speed limit for the above described road.

This 35 miles-per-hour speed limit shall become effective when appropriate signs giving notice thereof are erected upon the roads above described.

ADOPTED this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

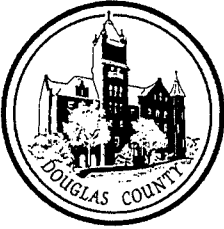
Mike Gaughan, Chair

ATTEST:

Nancy Thellman, Vice Chair

County Clerk

Michelle Derusseau, Member



DOUGLAS COUNTY PUBLIC WORKS

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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : January 19, 2017

Re : Consent Agenda approval of resolution establishing 45-mph speed limit
Portion of Route 1055 south of N 1250 Road

In response to complaints from the travelling public, this department performed a speed study on the portion of Route 1055 (E 1500 Road; Haskell extended) from N 1250 Road south to the north end of the existing 55-mph speed zone located approximately 900 feet north of the Wakarusa River bridge. This section of Route 1055 was constructed as part of KDOT's SLT construction project. KDOT posted the road segment for a 35-mph speed limit. This road segment includes two horizontal curves for which ball-bank measurements indicate 45 mph is a comfortable and safe speed given normal weather and pavement conditions. Of course, the straight portions of the roadway can also support traffic speeds higher than 35 mph.

Traffic counts were measured just south of N 1250 Road and vehicle speeds were measured in two locations of this roadway segment. The 24-hour traffic volume was 2,756 vehicles, and the measured 85th-percentile speeds were 50 mph just south of N 1250 Road, and 52 mph between the two horizontal curves.

It is recommended to establish a 45-mph speed limit for this section of Route 1055 (E 1500 Road). While the 85th-percentile speeds indicate a higher speed limit may be appropriate, it is our judgment a 45-mph speed limit is appropriate given the two horizontal curves.

KDOT has confirmed Douglas County is authorized to alter traffic regulations on this roadway following completion of their SLT construction project.

Action Required: Consent Agenda approval of the attached resolution establishing a 45-mph speed limit on Route 1055 (E 1500 Road) from N 1250 Road to approximately 900 feet north of the bridge carrying Route 1055 over the Wakarusa River.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A 45 MILES-PER-HOUR MAXIMUM
SPEED LIMIT ON A PORTION OF ROUTE 1055 (E 1500 ROAD) IN
WAKARUSA TOWNSHIP

WHEREAS, pursuant to K.S.A. 8-1560, local authorities may determine and declare a reasonable and safe maximum speed limit for roads under their jurisdiction; and

WHEREAS, on the basis of an engineering and traffic investigation performed by the Douglas County Public Works Department, the maximum speed limit for the following described county roads or highways, to-wit:

a portion of Route 1055 (E 1500 Road), from the intersection of E 1500 Road with N 1250 Road, thence southerly on E 1500 Road to and around a curve to the right, thence continuing southerly on E 1500 Road to and around a curve to the left to a point approximately 363 feet north of the Southwest Corner of Section 17, Township 13 South, Range 20 East of the 6th P.M., the centerline of which is more particularly described as follows:

Commencing at the Northwest Corner of the Southwest Quarter, Section 17, Township 13 South, Range 20 East, thence East along the North line of said Southwest Quarter approximately 894 feet to the Point of Beginning at the intersection of Route 1055 (E 1500 Road) with N 1250 Road, thence southerly along the centerline of E 1500 Road a distance of 290.91 feet to a Point of Curvature, thence southerly and southwesterly around a curve to the right a distance of 805.84 feet, to a Point of Tangency, thence southwesterly a distance of 606.16 feet to a Point of Curvature, thence southwesterly and southerly around a curve to the left a distance of 801.70 feet to a Point of Tangency, thence southerly 47.49 feet, and terminating at said point;

as set by K.S.A. 8-1558, is greater than is reasonable or safe under the conditions found to exist on the above described roads under the jurisdiction of this Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS that a speed limit of 45 miles-per-hour is hereby determined and declared to be a reasonable and safe speed limit for the above described road.

This 45 miles-per-hour speed limit shall become effective when appropriate signs giving notice thereof are erected upon the roads above described.

ADOPTED this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

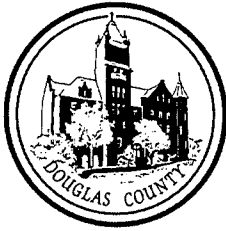
Mike Gaughan, Chair

ATTEST:

Nancy Thellman, Vice Chair

County Clerk

Michelle Derusseau, Member



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Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KB*

Date : January 19, 2017

Re : Consent Agenda approval of resolution establishing 45-mph speed limit
Portions of E 1350 Road and E 1400 Road south of N 1250 Road

In response to complaints from the travelling public, this department performed a speed study on the portion of E 1350 Road (N. Michigan Street extended) extending south of N 1250 Road, then curving east to intersect E 1400 Road just north of the Wakarusa River bridge. This section of E 1350 Road was constructed as part of KDOT's SLT construction project. KDOT posted the road for a 35-mph speed limit. This road includes two horizontal curves for which 35 mph is a safe speed given normal weather and pavement conditions. The straight portions of the roadway can support higher traffic speeds.

Traffic counts and vehicle speeds were measured in the east-west portion of roadway between the two horizontal curves. The measured 24-hour traffic volume was 2,142 vehicles, and the measured 85th-percentile speed was 53 mph.

It is recommended to establish a 45-mph speed limit for this section of E 1350 Road and portion of E 1400 Road, and add 35-mph speed advisory plates to the curve warning signs for the two horizontal curves.

KDOT has confirmed Douglas County is authorized to alter traffic regulations on this roadway following completion of their SLT construction project.

Action Required: Consent Agenda approval of the attached resolution establishing a 45-mph speed limit on E 1350 Road and a portion of E 1400 Road from N 1250 Road to just south of the bridge carrying E 1400 Road over the Wakarusa River.

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A 45 MILES-PER-HOUR
MAXIMUM SPEED LIMIT ON A PORTION OF E 1350
ROAD AND E 1400 ROAD IN WAKARUSA TOWNSHIP

WHEREAS, pursuant to K.S.A. 8-1560, local authorities may determine and declare a reasonable and safe maximum speed limit for roads under their jurisdiction; and

WHEREAS, on the basis of an engineering and traffic investigation performed by the Douglas County Public Works Department, the maximum speed limit for the following described county roads or highways, to-wit:

a portion of E 1350 Road (Michigan Street extended), from the intersection of E 1350 Road with N 1250 Road (35th Street), thence southerly along the centerline of E 1350 Road a distance of approximately 1,892 feet to a Point of Curvature, thence continuing southerly and easterly approximately 836 feet around a curve to the left, thence continuing easterly approximately 1485 feet to a Point of Curvature, thence continuing easterly and southerly approximately 842 feet around a curve to the right, thence continuing southerly on E 1400 Road approximately 702 feet to a point approximately 1,042 feet south of the Northwest Corner of the Northwest Quarter of Section 19, Township 13 South, Range 20 East of the 6th P.M., the centerline of which is more particularly described as follows:

Commencing at the Northwest Corner of the Southeast Quarter, Section 13, Township 13 South, Range 19 East, thence along the North line of said Southeast Quarter approximately 64 feet to the centerline of E 1350 Road (Michigan Street extended), thence south approximately 39 feet to the Point of Beginning at the intersection of E 1350 Road with N 1250 Road (35th Street), thence southerly along the centerline of E 1350 Road a distance of 1,891.79 feet to a Point of Curvature, thence southerly and easterly around a curve to the left a distance of 836.16 feet to a Point of Tangency, thence easterly a distance of 1,485.01 feet to a Point of Curvature, thence easterly and southerly around a curve to the right a distance of 841.82 feet to a Point of Tangency, thence southerly along the West line of the Northwest Quarter of Section 19, Township 13 South, Range 20 East of the 6th P.M. a distance of 702.14 feet, and terminating at said point;

as set by K.S.A. 8-1558, is greater than is reasonable or safe under the conditions found to exist on the above described roads under the jurisdiction of this Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS that a speed limit of 45 miles-per-hour is hereby determined and declared to be a reasonable and safe speed limit for the above described road.

This 45 miles-per-hour speed limit shall become effective when appropriate signs giving notice thereof are erected upon the roads above described.

ADOPTED this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

Mike Gaughan, Chair

ATTEST:

Nancy Thellman, Vice Chair

County Clerk

Michelle Derusseau, Member

OFFICE OF



THE SHERIFF

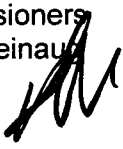
Jim Martin, Undersheriff
111 E 11th St – Operations
Lawrence, KS 66044
(785) 841-0007, fax (785) 841-5168

Gary Bunting, Undersheriff
3601 E 25th St – Corrections
Lawrence, KS 66046
(785) 830-1000, fax (785) 830-1085

KENNETH M. MCGOVERN
Sheriff

MEMORANDUM

To: The Board of County Commissioners
County Administrator Craig Weinauer

From: Sheriff Kenneth M. McGovern 

Date: January 18, 2017

Subject: Consider Recommendation of Vehicle Purchase

The Douglas County Sheriff's Office is requesting authorization to purchase eight 2017 Chevy Tahoe police vehicles and three 2017 Ford Police Interceptor vehicles. This purchase would total \$379,527.25 and is necessary to ensure the continued reliable operation of our vehicles. The funding for this purchase is currently available in the 2017 Sheriff's Office budget in the vehicle equipment reserve line item.

These 11 vehicles would replace 11 late model and/or high mileage vehicles that are currently in operation. This purchase would be made utilizing the MACPP joint vehicle bid. Multiple contract awards were given to different dealerships during the MACPP bid process. The purchasing entity determines which dealer to choose based on best pricing, location, etc.

I would like to complete the purchase of these vehicles with Roberts Chevrolet and Shawnee Mission Ford. Roberts Chevrolet and Shawnee Mission Ford appear to provide these vehicles with the options needed at the lowest cost.

I recommend that the BOCC authorize the Sheriff to complete the purchase of these vehicles. I will be available to answer any questions you may have.

Attachments

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO.

Vendor Name/Address:

Shawnee Mission Ford Inc.
11501 Shawnee Mission Parkway
Shawnee, KS 66203-3359
Attn: Jay Cooper

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Captain Steve Buchholz

Bill To:

Douglas County Sheriff's Office
Attn: Kim Hertach
111 E. 11th Street
Lawrence, KS 66044

Contact: Capt. Steve Buchholz (785) 832-5226

Date:

Approved by the BOCC on

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms			
			1	2017 Ford Police Interceptor-Utility AWD with Specified Options Listed		\$ 26,786.00	\$ 26,786.00
			1	Preferred Equipment Pkg (65U)		\$ 341.00	\$ 341.00
			1	SYNC Basic (53M)		\$ 280.00	\$ 280.00
			1	Mirrors - Outside heated (549)		\$ 53.00	\$ 53.00
			1	Reverse Sensing (76R)		\$ 240.00	\$ 240.00
			1	Roof Rack Side Rails (68Z)		\$ 136.00	\$ 136.00
			1	Badge Delete (16D)		\$ -	\$ -
			1	Remote Start (DI)		\$ 485.00	\$ 485.00
			1	Manual - HELM CD ROM		\$ 175.00	\$ 175.00
			1	Temporary Tag (DI)		\$ 3.00	\$ 3.00
				Exterior Color: Ultra Blue, Interior Color: Charcoal Black		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 28,499.00

Approved By: _____

Kenneth McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO.

Vendor Name/Address:

Shawnee Mission Ford Inc.
11501 Shawnee Mission Parkway
Shawnee, KS 66203-3359
Attn: Jay Cooper

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Captain Steve Buchholz

Bill To:

Douglas County Sheriff's Office
Attn: Kim Hertach
111 E. 11th Street
Lawrence, KS 66044

Contact: Capt. Steve Buchholz (785) 832-5226

Date:

Approved by the BOCC on

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms			
			1	2017 Ford Police Interceptor-Utility AWD with Specified Options Listed		\$ 26,786.00	\$ 26,786.00
			1	Preferred Equipment Pkg (65U)		\$ 341.00	\$ 341.00
			1	SYNC Basic (53M)		\$ 280.00	\$ 280.00
			1	Mirrors - Outside heated (549)		\$ 53.00	\$ 53.00
			1	Reverse Sensing (76R)		\$ 240.00	\$ 240.00
			1	Roof Rack Side Rails (68Z)		\$ 136.00	\$ 136.00
			1	Badge Delete (16D)		\$ -	\$ -
			1	Remote Start (DI)		\$ 485.00	\$ 485.00
			1	Manual - HELM CD ROM		\$ 175.00	\$ 175.00
			1	Temporary Tag (DI)		\$ 3.00	\$ 3.00
				Exterior Color: Charcoal Black, Interior Color: Charcoal Black		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 28,499.00

Approved By: _____

Kenneth McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO.

Vendor Name/Address:

Shawnee Mission Ford Inc.
11501 Shawnee Mission Parkway
Shawnee, KS 66203-3359
Attn: Jay Cooper

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Captain Steve Buchholz

Bill To:

Douglas County Sheriff's Office
Attn: Kim Hertach
111 E. 11th Street
Lawrence, KS 66044

Contact: Capt. Steve Buchholz (785) 832-5226

Date:

Approved by the BOCC on

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms			
			1	2017 Ford Police Interceptor-Utility AWD with Specified Options Listed		\$ 26,786.00	\$ 26,786.00
			1	Preferred Equipment Pkg (65U)		\$ 341.00	\$ 341.00
			1	SYNC Basic (53M)		\$ 280.00	\$ 280.00
			1	Mirrors - Outside heated (549)		\$ 53.00	\$ 53.00
			1	Reverse Sensing (76R)		\$ 240.00	\$ 240.00
			1	Roof Rack Side Rails (68Z)		\$ 136.00	\$ 136.00
			1	Badge Delete (16D)		\$ -	\$ -
			1	Remote Start (DI)		\$ 485.00	\$ 485.00
			1	Manual - HELM CD ROM		\$ 175.00	\$ 175.00
			1	Temporary Tag (DI)		\$ 3.00	\$ 3.00
				Exterior Color: Ignite Silver, Interior Color: Charcoal Black		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 28,499.00

Approved By: _____

Kenneth McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO.

Vendor Name/Address:

Roberts Chevrolet Buick
1600 Prairie View Road
Platte City, Mo 64079
Attn: Dean Meier

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Capt. Steve Buchholz

STATE / AREA CONTRACT 140680

Contact: Capt. Steve Buchholz (785-832-5226)

Date:

Bill To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Kim Hertach

Approved by the BOCC on ***DATE***

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ state contract specifications and contract terms		\$ -	\$ -
			1	2017 Fleet/Non-Retail Chevrolet Tahoe 4WD 4dr LS (CK15706) with specified standard equipment		\$ 36,135.00	\$ 36,135.00
			1	LS Upgrade		\$ 4,668.00	\$ 4,668.00
			1	Transfer Case, Active, 2-Speed Electronic Autotrac		\$ 100.00	\$ 100.00
			1	Recover Hooks, 2 Front, Frame-Mounted, Black		\$ 50.00	\$ 50.00
				Exterior color: Silver Ice Metallic, interior color: Cocoa/Dune Cloth		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 40,953.00

Approved By: _____

Ken McGovern, Sheriff

Date: _____

DOUGLAS COUNTY, KANSAS
PURCHASE ORDER NO.

Vendor Name/Address:

Roberts Chevrolet
1600 Prairie View Road
Platte City, Mo 64079
Attn: Dean Meier

Deliver To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Capt. Steve Buchholz

STATE / AREA CONTRAC' 40680

Contact: Capt. Steve Buchholz (785-832-5226)

Date:

Bill To:

Douglas County Sheriff's Office
111 E. 11th Street
Lawrence, KS 66044
Attn: Kim Hertach

Approved by the BOCC on ***DATE***

FUND	DEPT	ACCT	QTY	DESCRIPTION	UNIT LIST PRICE	UNIT DISCOUNT PRICE	TOTAL PRICE
				Comply w/ MACPP/MARC Specifications and Contract Terms		\$ -	\$ -
			7	2017 Chevrolet Tahoe 4 wheel drive police pursuit vehicle with specified standard equipment		\$ 35,332.00	\$ 247,324.00
			7	Delete daytime running lights (9G8)		\$ 9.50	\$ 66.50
			7	Common key for all vehicles(6E2)		\$ 25.00	\$ 175.00
			7	DRL compatible, headlamp flasher module with control wire and body control module rear lamp flashing (6J7)		\$ 470.25	\$ 3,291.75
			3	6 Additional Keys		\$ 40.00	\$ 120.00
			7	Remote Vehicle Start (BTV)		\$300.00	\$ 2,100.00
				Exterior color: Tungsten metallic, interior color: Black cloth		\$ -	\$ -
				Warranty: 3 Years/36,000 Miles Bumper-Bumper, 5 Years/100,000 Powertrain		\$ -	\$ -
				TOTAL:			\$ 253,077.25

#####

Approved By: _____

Ken McGovern, Sheriff

Date: _____



DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street
Lawrence, KS 66044-3064
(785) 330-2873 Fax (785) 832-5148
ehorn@douglas-county.com

Eileen Horn
Sustainability Director

To: Board of County Commissioners
CC: Craig Weinaug, County Administrator
Sarah Plinsky, Assistant County Administrator
Re: City of Lawrence FCIP Project and the Community Health Building
Date: January 25, 2017

Background:

In early 2017, the City of Lawrence joined the Facilities Conservation Improvement Program (FCIP), a program of the Kansas Corporation Commission Energy Division. The FCIP promotes and facilitates energy-saving projects in public buildings, such as schools, city offices, courthouses, and other facilities.

This state program uses Energy Savings Performance Contracting, a budget-neutral way to finance energy-efficiency improvements. Project costs are paid for from energy and maintenance savings generated by the project. To make it easy for public entities to access the benefits of performance contracting, the Energy Division has identified private sector Energy Service Companies (ESCOs) to provide services to participating public entities. These ESCOs provide turn-key project management and a guarantee that savings will cover project costs.

In March of 2016, the City Commission approved the hiring of 360 Energy Engineers, a Lawrence-based ESCO, to conduct energy audits of major City facilities, and to recommend energy conservation measures in those facilities. 360 Energy Engineers produced an Investment Grade Audit which detailed the measures that would yield energy and maintenance savings for the City. In September 2016, the City Commission reviewed the Investment Grade Audit, and initiated the creation of an Energy Savings Performance Contract with 360. At their upcoming February 7th meeting, the City Commission will receive the final Performance Contract and will vote to approve the contract and issue \$11.2 million in municipal “green” bonds to finance the project. Construction will occur throughout 2017.

The 39 projects recommended in the Performance Contract include citywide LED lighting retrofits in all buildings and parks, HVAC upgrades in several key facilities, weatherization throughout city buildings, and other key maintenance needs such as roof and window replacements.

Community Health Building:

Included in 360's analysis was the Community Health Building, which is jointly funded by the City of Lawrence and Douglas County.

The Community Health Building was constructed in 1999, and it has not had any major renovations or additions. Both the chillers and boilers in the building are past their useful life, and this winter, the boilers have begun to fail. The HVAC controls are also original to the building and while they have a few energy saving features, newer technologies are far more advanced. The lighting systems are fluorescent lamps, and new LED technologies are far more efficient and last longer. The modified bitumen roof is displaying degradation of the mineral layer. *Therefore, 360 Energy Engineers recommended the following energy saving and maintenance measures for the Community Health Building:*

List of Projects Proposed		City of Lawrence/Douglas County - Community Health Building				
Project Components		Project Cost	Utility Savings	Maint. Savings	Total Savings	Payback
Community Health	Replace Chiller with Premium Efficiency Unit	\$209,897	\$18,884	\$18,497	\$37,381	5.6
	Building Weatherization	\$20,278	\$2,145	\$0	\$2,145	9.5
	LED Lighting Retrofits and Occupancy Controls	\$306,524	\$17,328	\$5,172	\$22,500	13.6
	Install Electronic Air Cleaner Filtration	\$96,294	\$5,149	\$804	\$5,953	16.2
	Upgrade Building Direct Digital Control System	\$579,901	\$18,610	\$1,812	\$20,422	28.4
	Boiler Replacement	\$270,409	\$0	\$5,282	\$5,282	-
	Roof Replacement	\$278,593	\$307	\$0	\$307	-
TOTAL - All Projects Above this Line		\$1,761,896	\$62,423	\$31,567	\$93,990	18.7

The total cost for these measures = \$1,761,896. The County portion of the project is 50% or approximately \$880,000.

The County was aware of many of these building needs, and had set aside \$312,500 in the 2017 CIP to address the aging boiler and chiller systems and address building stabilization needs. The LED lighting, air filtration system, controls upgrade, and roof replacement were not included in the CIP.

However, County staff recognize the advantages and cost efficiencies of partnering with the City's FCIP project to achieve all of these energy and maintenance savings projects at one time.

Recommendation:

Therefore, staff recommends partnering with the City to include the financing for the entire Community Health Building project in the City's "green" bond issue. The County would then pay the City the following amounts in 2017, 2018, and 2019:

City of Lawrence, Kansas
General Obligation Improvement Bonds, Series 2017
Green Bonds - Energy Savings Improvement Project - County Portion

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
09/01/2017	295,000.00	2.000%	8,189.58	303,189.58
09/01/2018	290,000.00	2.200%	13,755.00	303,755.00
09/01/2019	295,000.00	2.500%	7,375.00	302,375.00
Total	\$880,000.00	-	\$29,319.58	\$909,319.58

The 2017 payment of \$303,189.58 is already budgeted for in the 2017 CIP. The 2018 and 2019 payment amounts can be added to CIP inside of standard amounts for facilities.

Requested Action:

Authorize the County Administrator to enter into an agreement with the City of Lawrence to finance 50% of the costs of the Community Health Building energy upgrades as part of the FCIP project, and to make payments to the City over three years (2017, 2018, 2019).



City of Lawrence

Investment Grade Audit Report



Executive Summary

The Investment Grade Engineering Audit conducted by 360 Energy Engineers has identified a number of opportunities for the City of Lawrence to improve energy efficiency and facility through the implementation of an energy conservation project. Through comprehensive energy calculations based on actual utility rates, 360 Energy Engineers has identified **\$450,302 in annual energy savings** potential. Additional **maintenance savings of \$127,704 annually** has also been calculated. More than \$93,000 is attributable to the Community Health Building.

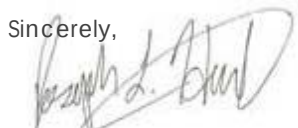
360 Energy Engineers conducted a detailed evaluation of many Public Works and Parks and Recreation facilities for the City of Lawrence. A description of the facilities existing construction – as well as its mechanical, electrical, controls and other systems – can be found in the Facility Analysis section of this report. Dozens of opportunities were identified by 360 Energy Engineers' Professional Engineers and Certified Energy Managers as they conducted this detailed study for the City. This information is intended to provide accurate projections of energy savings potential, detailed data regarding potential upgrades to building systems, and the resources to aid the City of Lawrence in implementing building improvements that represent ideal long-term solutions.

Following final design and subcontractor procurement, the next step will be to perform the installation of the Energy Conservation Measures identified. During the construction phase of the project, 360 Energy Engineers' team will work diligently to ensure that the project is installed as designed, maximizing energy and maintenance performance for decades to come. During the construction period – and beyond – 360 Energy Engineers hopes to demonstrate its commitment to providing Lawrence with incomparable experience, expertise and value.

- Continued oversight and involvement of licensed Professional Engineers to ensure that the project is installed per their design details and intent.
- On-site construction management to oversee project installation by selected contractors, coordinate scheduling and minimize disruptions to occupied spaces.
- Effective commissioning of all functional systems, verifying correct installation and performance.
- Ongoing performance maximization to continuously commission all systems and ensure efficient, low-maintenance operation with maximum comfort.
- Decades of experience and a flexible approach mean the project developed for your facilities will yield the maximum benefits to your budget and buildings.
- Through efficient operation and an independent structure, 360 Energy Engineers delivers higher quality at a lower cost than any competition in the industry.

360 Energy Engineers feels strongly that our industry experience, engineering and energy conservation expertise, and superior value will make us the clear choice for your energy conservation or facility improvement projects. We hope to continue to serve you as you move forward to address your energy and facility needs.

Sincerely,



Joseph Hurla

Vice President of Business Development

(785) 218-6549

jhurla@360energyengineers.com

Facility Assessment

Community Health

- **General:** The Community Health building is an 88,000 square foot office building that includes several small private offices, an a shared corridor on each floor, and several large meeting rooms. This facility includes offices for the Douglas County Health Department, the Visiting Nurses Association, and the Bert Nash Community Mental Health Center. This facility operates during normal business hours with varying occupancy levels. The Community Health Building was constructed in 1999, and it has not had any major renovations or additions.
- **Building Envelope:** The facility has a brick finish with a large, flat roof. The perimeter offices include large windows. The modified bitumen roof is displaying some degradation of the mineral layer.
- **Lighting Systems:** The lighting throughout the facility is primarily standard-efficiency T8 fluorescent fixtures with solid state ballasts. These lamps are rated at 32-watts. Fluorescent technology provides poor visibility compared to more modern lighting solutions and use significantly more energy to produce the same amount of light output. An 18-watt LED will provide the same amount of light as a 32-watt fluorescent lamp, resulting in an energy savings of over 43%. City staff has installed several LED retrofit lamps in the pendant fixtures installed in the large conference rooms. City staff has replaced many special Cold Cathode Tubes that were originally installed above soffits throughout much of the building. These Cold Cathode Tubes were replaced with T8 fluorescent luminaires.
- **HVAC Systems:** The existing HVAC system for the Community Health Center consists of a 100 ton chiller on the roof, ten condensing boilers in the central mechanical room, multiple large air handlers, and many VAV boxes.
- **Energy Management Systems:** The existing HVAC system is controlled by an Automated Logic BAS.
- **Operating Hours:** 8am to 5pm, Monday through Friday.



Brick and window envelope



Existing building boilers



100-ton chiller



Automated Logic interface

Base Year Energy Use by Building

The tables shown below are the baseline data calculated for each building with multiple ECMs planned. Facilities with a " - " shown may have natural gas usage but the usage was not relevant for this study.

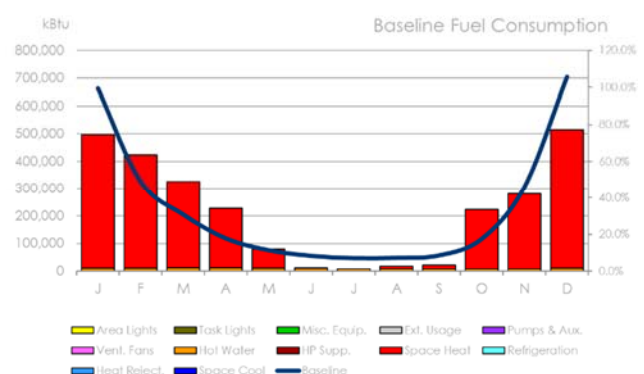
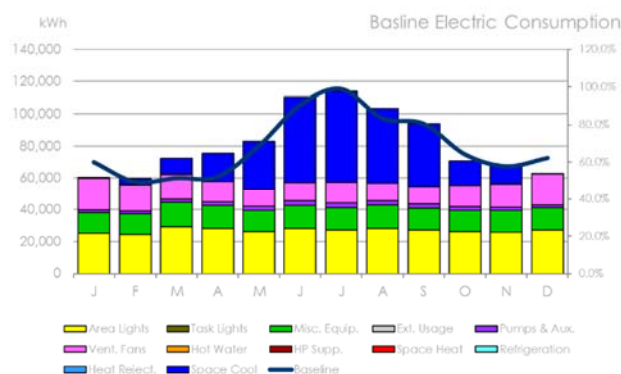
		Community Building	Community Health Building	Agile Bend Golf	East Lawrence Rec	Fire and Rescue Training	Fire / Med #2	Fire / Med #3	Fire / Med #4	Fire / Med #5	Holcom Rec Center
	Area (GSF)	31,300	87,300	2,000	18,500	5,368	11,637	7,389	11,637	23,843	19,200
Electricity	Annual Cost (\$)	\$32,107	\$117,825	\$1,103	\$32,051	\$3,310	\$12,838	\$11,398	\$24,156	\$78,605	\$23,082
	Annual Cons. (kWh)	295,409	1,001,245	11,352	289,119	27,039	119,386	105,204	227,641	782,150	211,856
	Annual Dem. (kW)	1,001	4,396	26	1,112	131	363	320	696	1,612	727
	\$ / GSF	\$1.35	\$1.35	\$0.55	\$1.73	\$0.62	\$1.10	\$1.54	\$2.08	\$3.30	\$1.20
	kWh / GSF	9.4	11.5	5.7	15.6	5.0	10.3	14.2	19.6	32.8	11.0
	kBtu / GSF	32.2	39.1	19.4	53.3	17.2	35.0	48.6	66.7	111.9	37.7
Fuel	Annual Cost (\$)	\$3,308	\$14,583	-	\$5,552	\$2,145	\$3,832	\$3,150	\$2,419	\$2,940	\$4,224
	Annual Cons. (Therm)	4,509	23,173	-	6,438	2,996	5,262	4,179	2,909	4,111	5,995
	\$ / GSF	\$0.11	\$0.17	-	\$0.30	\$0.40	\$0.33	\$0.43	\$0.21	\$0.12	\$0.22
	kBtu / GSF	14.6	26.5	-	34.8	55.8	45.2	56.6	25.0	17.2	31.2
Total	Annual Cost (\$)	\$35,415	\$132,408	\$1,103	\$37,603	\$5,455	\$16,670	\$14,548	\$26,575	\$81,545	\$27,306
	Annual Energy (kBtu)	1,466,014	5,733,690	38,736	1,630,315	391,861	933,562	776,871	1,067,643	3,079,907	1,322,383
	\$ / GSF	\$1.35	\$1.52	\$0.55	\$2.03	\$1.02	\$1.43	\$1.97	\$2.28	\$3.42	\$1.42
	kBtu / GSF	46.8	65.7	19.4	88.1	73.0	80.2	105.1	91.7	129.2	68.9

The baseline energy consumption evaluation was developed with a building-specific utility analysis. This analysis used actual reported utility consumption as defined by monthly utility bills. The data from the utility bills was normalized to typical local weather conditions using TMY3 (Typical Meteorological Year, version 3) data. A linear regression analysis was performed to generate the relationship between energy use and actual degree-days. A typical year's degree-days are then applied into this correlation to obtain a typical year's utility usage. In the case of natural gas, only heating degree-days were used because it assumed that temperature-dependent consumption gas only applies to the heating months. Cooling degree-days were used to correlate electrical demand (kW) and consumption (kWh) for space cooling. The baseline data is used for both bin analyses and to calibrate computer simulation building models.

The baseline for all lighting consumption and demand was generated through a comprehensive lighting audit performed to document all fixtures, lighting controls, circuiting, and operation. Each fixture in every building was analyzed to determine: existing wattage, lumen output, ballast factor, and rated run hours.

Community Health Building

The charts below demonstrate end-use reconciliation with the base year data. The dark blue line represents the calculated baseline energy use.



Savings Methodologies

eQUEST

The widely-accepted building energy simulation software called eQUEST (QUick Energy Simulation Tool) was used to build energy models of buildings that will receive multiple and interactive energy conservation measures. The eQUEST software uses the DOE2 (US Department of Energy) simulation engine. Each building model was calibrated to actual utility consumption as defined by monthly utility bills, normalized to typical local weather conditions provided by TMY3 data. Once the building energy model was calibrated, eQuest was used to perform parametric simulations of various system modifications to produce real-time changes in energy consumption. Changes to the model represent implementation of the proposed ECMs. When ECMs are selected for implementation, they are run simultaneously to account for the interactive energy effects of the ECM combinations. Key eQUEST input and output data are included in Appendix C – eQUEST Reports.

Lighting Tool

An excel spreadsheet was used to model the results of lighting retrofits. This analysis tool compares the energy consumption of existing fixtures in each space to the energy consumption of the fixtures after installation of retrofits and replacements. An estimated number of run hours is applied to each fixture on an annual basis to calculate the total power consumption saved. This estimate is based on each space's function (restroom, classroom, gymnasium, etc.) and facility operating hours. The installation of lighting controls to reduce run hours is included in the analysis. In addition, LED lighting has a positive impact on the cooling system by reducing the heat gain to the space. This effect is included in the analysis. The resulting negative impact on the heating system is also included in the analysis. Calculation equations and tabulated space data are included in Appendix D – Baseline and Proposed Lighting Tables.

Air Infiltration Calculation

A detailed on-site audit established each facility's needs. A detailed analysis of each building's specific construction, age, square footage, and utility usage was documented. A scope of work was developed to detail the control of air leakage by sealing gaps, cracks, and holes using appropriate materials such as fire retardant, polyurethane foam, caulks, and appropriate weather stripping materials. The building's insulation value, geographical wind data, and effective linear measurements of doors/windows are used to calculate infiltration at the building. The infiltration rate is used to determine available savings from a comprehensive weatherization project. Calculation equations are included in Appendix A – Savings Calculations and Equations.

BIN Analysis

A detailed bin analysis calculation tool was developed specifically to calculate post-project consumption. This tool utilizes Typical Meteorological Year (TMY3) local weather data to determine the number of hours in each temperature "bin", where each bin has a two degree range. A baseline schedule, determined by site audits, observations, and conversations with facility personnel, was applied. For each hourly bin, including both occupied and unoccupied hours, heating and cooling runtimes proportional to a deviation from a balance point of 55°F were applied to the equipment. Fan, heating, and cooling energy are all then calculated for each of the hourly bins given the baseline schedules and temperature setpoints to establish the baseline cost of operating HVAC equipment as it currently runs. Equations used in the bin analysis are listed in Appendix A – Savings Calculations and Equations.

Facility Improvements

This section includes descriptions of each ECM analyzed in the project, including the resulting benefits to the City of Lawrence. Existing building descriptions are available in the Facility Assessments section.

LED Retrofits, Replacements and Controls

All fluorescent, incandescent, and HID lamps installed inside or directly to the exterior of city buildings will be replaced with LED lighting technology. LED lamps are 40% more efficient than the very common T8 fluorescent lamp. A single 60 watt incandescent light bulb can be replaced with a 7 watt LED. These energy efficiency changes will make a dramatic effect on the monthly electric utility charge.

LED lamps also have an extremely long life. The average life of an interior 4' LED lamp is 50,000 hours, compared to typical T8 fluorescent lamps, which are rated at 20,000 or 25,000 hours. The performance of the LED lamp is also guaranteed by the manufacturer for five years, whereas T8 fluorescent lamps have only a one year warranty.

For interior building spaces, most fixtures will be retrofitted with LED lamps. This means that the fluorescent lamps and ballasts will be removed, but the metal fixture will stay in place. Installers will re-wire the fixture to insure it satisfies current electrical safety codes and requirements. LED lamps will then be installed. .

For exterior spaces like security lighting and nearby pole lights, the fixtures will be completely replaced. Exterior light fixtures are exposed to severe weather and harsh sunlight. Retrofits are nearly as expensive as complete replacements, and the existing lenses are often dulled and yellow. All wall packs, security lights, and nearby pole lights will be replaced with LED fixtures. Some existing fixtures have already been replaced with LEDs. Those will remain in place where they have been professionally selected and installed.

Reducing the connected load of the lighting system represents only one part of the potential for maximizing energy savings. The other part is minimizing the use of that load through automatic controls. Automatic controls switch lighting based on occupancy. In situations where lighting may be on longer than needed, left on in unoccupied areas, or used when sufficient daylight exists for daylight harvesting, 360 Energy Engineers would install automatic controls.



Interior LED Tubes to Retrofit Fluorescent Office Fixtures



LED Lighting in Office Setting



Exterior Security Lighting Attached to Building



Automatic Occupancy Sensor

Building Weatherization

Building weatherization drives down energy consumption by sealing gaps in the building that are allowing uncontrolled flow of air through cracks, holes and gaps in the exterior of the building. This air infiltration leads to excess HVAC equipment use and occupant discomfort. The gaps will be filled with appropriate building materials, and door sweeps will be applied where needed.

Although sealing gaps sounds simple, it is a complex improvement project. Selecting appropriate fire retardant materials, polyurethane foams, and long-lasting door sweeps requires experience and a scientific understanding of both air infiltration and building materials. Additionally, local building and energy codes must be considered when applying these materials to a facility.

Implementation of building envelope measures assist with over all building performance including energy savings and carbon reduction. Building envelope measures also provide benefits in the health and safety of the people utilizing the facility.

Replace Chiller

The existing air cooled chiller is nearing the end of its recommended service life of 20 years. The existing chiller is quite inefficient compared to newer units with the latest available technology. Many options are available for air cooled chillers, with each manufacturer touting the “most efficient” or “best” equipment. 360 Energy Engineers’ product independence and engineering expertise allows for an unbiased analysis of available equipment, ultimately leading to a specific recommendation given the needs of the specific facility where the unit will be installed. A high-efficiency scroll chiller with variable speed condenser fans is available for a lower first cost than some alternatives, but still provides the performance and efficiency of a higher cost unit.



Visible Gap Under Exterior Doors at The Sports Pavilion



Weatherization Sealing of Air Gap Between Wall and Roof Deck



Existing 100-ton chiller

Install Electronic Air Cleaner Filtration

The six large air handlers in the Community Health Building feature standard, pleated air filters to filter out large particles from the air that is used to condition and ventilate spaces. In order to provide clean air for the occupants of the building, large amounts of outdoor air are introduced into the building to dilute the contaminants in the circulated air.

Polarized-media air filters offer several advantages over the standard filters. Standard filters are designed to capture large particles in the air in order to protect the HVAC equipment in which they are used. Polarized-media air filters not only capture large particles to protect equipment, they also capture much smaller particles that can affect the quality of the air and health of the occupants. Not only does it improve the quality of the air, less outdoor air is required to dilute the circulating air because this outdoor air is now cleaner. Polarized-media air filters also require less maintenance due to the longer life of the individual filters.

Savings will be achieved by replacing standard air filters with polarized-media air filters. The electrostatic air filters will improve indoor air quality and will require less outdoor air, thus decreasing the amount of energy used to heat and cool ventilation air.



Typical standard pleated air filters



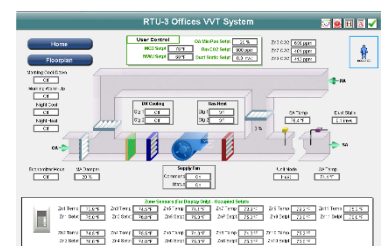
High efficiency electronic air cleaner

Upgrade HVAC Control System

This energy conservation opportunity will include recommissioning the control system in the Community Health Building. The building is currently being operated by an Automated Logic DDC control system. This system was installed and originally commissioned in 1998, and while it utilizes some energy efficient strategies, there is room for improvement as technology has advanced a large measure over the past twenty years. In addition, some of the system's hardware, such as the controllers and reheat valves, have been failing as of late and need to be replaced as part of the upgrade.

The existing Automated Logic control system will be re-commissioned so they operate more efficiently. The operation and setpoints of all the systems, including all energy recovery units, will be adjusted so that the systems are operating correctly and as efficiently as possible. Control sequences will be redesigned and implemented when deemed necessary. This will lower the runtime of the equipment as well as the amount of cooling or heating produced during part-load conditions. This will also decrease energy spent wastefully cooling or heating the spaces during periods when no one is occupying the building. Failed or aging controllers, valves, and other hardware will be evaluated and replaced as needed. The following individual strategy improvements will be implemented and commissioned into the system:

- Optimize HVAC operating schedules (space temperature setback and setup)
- Optimal start of HVAC systems based on outdoor air conditions

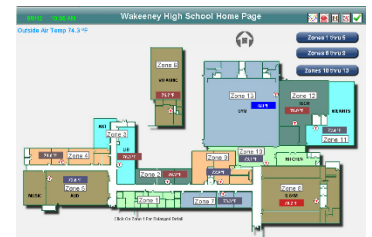


Advanced Control System Interface



New Control Valve

- Zone-level intermediate setback control with occupancy sensors
- Differential enthalpy economizer control of air handling units
- Air handler static pressure setpoint trim-and-respond reset based on demand
- Dual maximum VAV control to reduce overcooling and reheat swing waste
- Widen zone temperature dead-band
- Lower VAV minimum box flow setpoints in conjunction with new electronic air cleaners
- Variable speed pumping of heating water
- Chilled water temperature setpoint reset
- Boiler sequencing control for optimal energy performance



Building Control System Layout

Replace Boilers

The heating water system at the Community Health Building consists of ten, small, single stage condensing hot water boilers. These boilers have been in operation for nearly twenty years, which is roughly the expected life of the equipment. End of life is evident by persistent failures and repairs. Based on condition and age, these boilers are due for replacement.

In lieu of a direct replacement of the ten single stage condensing boilers, four-to-six larger modulating condensing hot water boilers will be installed. These boilers will have higher turndown to match the load, which will improve energy efficiency. By having fewer pieces of equipment installed, there will be fewer to maintain. The boilers installed will also be more robust and more reliable than the currently failing boilers. The existing boiler models, which were a failed first generation of condensing boilers, are known for their heat exchanger failure.



Failing Twenty Year-Old Condensing Boilers in Community Health Building



Modern Condensing Boiler With Higher turndown

Replace Roof

The Community Health Building's roof is a modified bituminous system that is original to the building's construction in 1999. The roof shows substantial de-mineralization. De-mineralization of cap-sheets occurs when weather, over time, washes away the aggregate minerals and rocks from the underlying felt. Bare felt areas can cause exposure of the membrane to direct sunlight and UV radiation, which causes rapid membrane deterioration. Some deterioration has likely already occurred, and, if left untreated, will lead to premature roof failure. The top sheet can be re-impregnated with additional minerals to extend the life of the roof a few more years. However, the roof would still need to be replaced soon, so 360EE recommends a full roof replacement.



Substantial De-Mineralization on Community Health Building Roof

Financial Summary

Summary of Project Financials

The following pages outline the costs, annual energy, maintenance, and total budget savings and financial performance from a simple payback perspective of the project analyzed and developed by 360 Energy Engineers during the Investment Grade Engineering Audit.

These improvements analyzed were selected based on observations by our engineering team as well as conversations with administration, facilities staff, and building occupants. Our goal is to work closely with the City of Lawrence and Douglas County in an effort to provide information to make educated decisions potential energy-conservation and infrastructure-improvement projects.

List of Projects Proposed		City of Lawrence/Douglas County - Community Health Building				
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Technical Approach

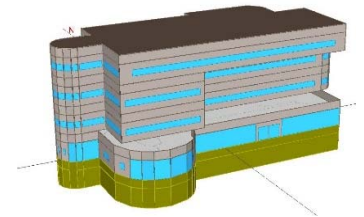
Our Philosophy

Innovative designs and customized solutions create an opportunity for the project to be successful, but the detailed analysis and planning that goes into our solutions ensure that success. Our team completes its energy analysis and project design in-house, refusing to leave the success of the project in the hands of unconcerned third parties. Our in-house engineering team commits the time, effort, and expertise necessary to properly design every facet of your customized solution.

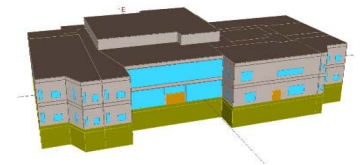
For the City of Lawrence, each aspect of the project is identified, analyzed and engineered by 360 Energy Engineers' professional engineers to produce full designs, including drawings and specifications, for each project. This allows 360 Energy Engineers to receive competitive bids from contractors without jeopardizing the performance or quality of the project. This competition, coupled with solutions engineered for maximum value, results in the lowest costs possible for the City of Lawrence.

This approach is uncommon for most performance contracting projects, where broad, undefined concepts are usually passed to contractors to price a turn-key solution. Not knowing details such as sizing, routing, equipment features, etc., the contractors have no other option but to make grossly conservative assumptions and price accordingly to make sure there is money to cover unknown issues during installation.

Preliminary building energy models examples:



City Hall eQuest model



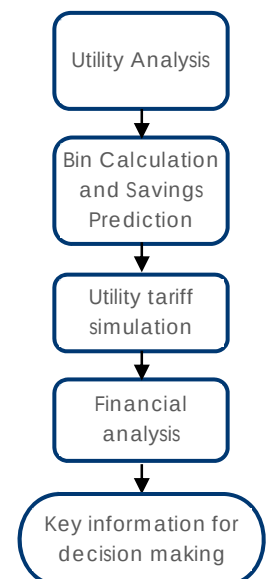
Art Center eQuest model

Energy Savings Analysis Methodology

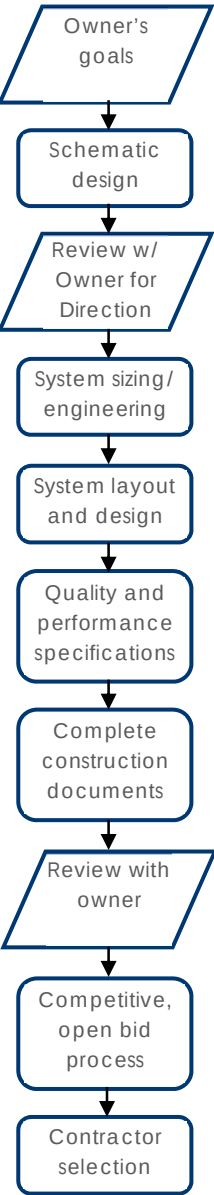
In order to evaluate how the City of Lawrence facilities use energy, formulate specific opportunities for energy conservation and accurately calculate energy savings, 360 Energy Engineers' engineers perform a detailed analysis process that encompasses:

- Investigating facilities to gain a deep understanding of the energy consuming systems' operation and efficiency.
- Utilizing a combination of mathematically accurate bin calculations and detailed lighting and water consumption analysis to calculate energy savings in terms of kilowatt hours (kWh), kilowatts (kW), and Therms (Th).
- Building a detailed simulation of each facility's utility tariff to obtain an accurate annual dollar savings
- Performing a comprehensive financial analysis of each conservation measure being considered to provide owner/decision makers with the data needed to make informed decisions.

Energy analysis process



Engineering and Design Process



Design and Engineering Methodology

360 Energy Engineer's approach to project design and engineering is what differentiates us from our competition. 360 Energy Engineers prides itself on being a true engineering company, contrasting most performance contracting companies that broker most aspects of the project, including engineering and design, to subcontractors. We develop a complete set of construction documents detailing our innovative designs and customized solutions. These documents are used to solicit competitive, consistent bids from contractors, and they are ultimately the roadmap for the contractors to use to ensure a successful project. Once the project is designed, our engineers remain heavily involved in the construction management process, guaranteeing that the intent and details of each design are properly installed, preventing contractors from omitting, neglecting, or modifying essential components of the original design. Through this constant and focused attention to detail, we deliver on the promise of our customized solutions and innovative designs – providing you a project of incomparable value.

Comprehensive and competent design and implementation not only create a high quality project, they create a smaller project price tag. In traditional performance contracting projects, clients pay significant premiums to fund the exorbitant risk for the performance contractor and its subcontractors. This risk results from the limited clarity and detail provided before the performance contractor commits to a guaranteed price. Establishing pricing on conceptual designs and estimates results in both the performance contractor and subcontractors hedging prices with hefty risk premiums. It also prevents the ability to attain competitive bids of equal scope from contractors, further confusing what the owner is actually getting for their money.

The table below compares and contrasts 360 Energy Engineers' engineering approach to traditional performance contracting:

360 Energy Engineers	Traditional PC	Advantage to 360 approach
Identify root of issues	Identify old equipment	Search for underlying cause of problems
Develop holistic solutions	Select new equipment	Diagnose problems not symptoms
Complete project design	Equipment replacement	Provide value of professional design
Create complete bidding documents	Identify basic project components for bidding	Competitive, low-cost bids instead of high pricing to cover risk of PC's vague scope
Detailed drawings and specifications	Favored contractors fill in the blanks	Eliminates risk to contractors, leading to lower pricing and superior quality
Product independence	Proprietary products	Best products to address your specific needs
On-staff design engineers	Contractors do design	Qualified engineers fully develop solutions

Construction Management Methodology

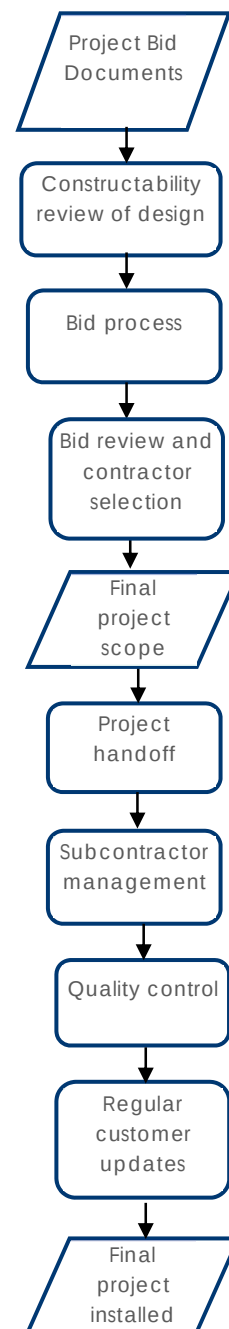
Project implementation through 360 Energy Engineers eliminates many of the hassles associated with the typical construction process. Our construction team's top priority is to ensure that the installed project meets our client's needs and the engineer's design. 360 Energy Engineers' construction manager oversees every aspect of the project's implementation and ensures that the project is built as designed.

360 Energy Engineers' construction management coordinates the contracting efforts with the owner and engineer. This careful coordination is essential to ensure the project is completed with minimal disruption to the owner's operations, is installed in a timely manner, is delivered on budget, and performs as the engineer intended. By acting as the sole source of accountability for your project, 360 Energy Engineers' construction team ensures that you receive the highest-quality, most cost-effective project installed in your facilities.

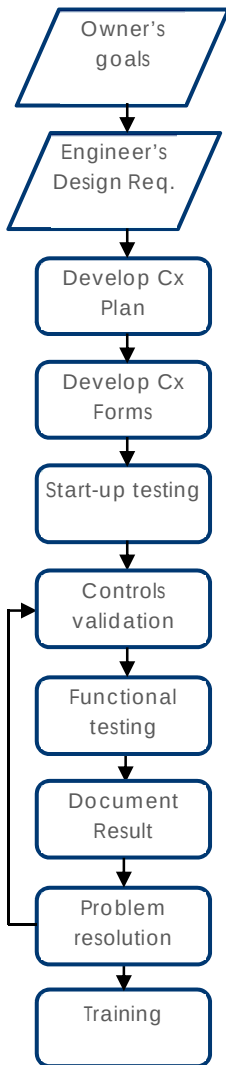
The table below compares and contrasts 360 Energy Engineers construction management approach to the traditional performance contracting approach:

360 Energy Engineers	Traditional PC	Advantage to 360 approach
Ensure quality implementation	Verify project progress	Verifies quality defined in engineer's design and maximizes performance
Inspect all work by contractors	Contractor designed most work	Contractor meets design requirements rather than being given free reign
Verify compliance with engineer's design	Ask contractor if work is per design	Maximizes performance through system life and reduces total operating costs
Pay contractors when work complete per design	Pay contractors upon receiving invoice	Your money is protected until contractor has completed quality installation
Professional engineer who designed project performs final inspection	Contractor who designed and installed project gives approval	You ultimately get what you pay for with 360EE, contractor is free to cut corners with PC.
Complete system commissioning	Control system validation	Assurance that all systems perform as designed with 360EE, validation that controls appear to manipulate system properly with PC.

Construction Management Process



360 Energy Engineers' Commissioning Plan



Commissioning Methodology

360 Energy Engineers' primary goal on each project is to transform the owner's goals and requirements into the function of their building systems. In order to achieve this goal, 360 Energy Engineers' utilizes a systematic commissioning process that eliminates the common disconnects between the owner's goals, 360EE's engineering and design, contractor installation and final operation of each building system. Our polished commissioning process is just one of several reason why, project after project, we stand out from our competition.

360 Energy Engineers' commissioning is predominantly a quality assurance function – a verification of system performance, relying on enhanced field testing upon completion of construction. As with all quality assurance activities, simply testing the end product does not guarantee performance and may only serve to highlight performance deficiencies to be corrected. In order to gain the greatest possible benefit from the commissioning process, 360 Energy Engineers' commissioning process contains all of the following elements:

- **Continual Quality Assurance.** 360EE's engineers and construction team make concerted efforts to continually build quality into all phases of the project, not just at the final performance testing. They carefully monitor construction progress and verify compliance with contract documents and overall standards of quality.
- **The Commissioning Plan.** This document is developed by 360 Energy Engineers engineering and construction teams to define the scope and format of the commissioning process and the responsibilities of all involved parties. The Commissioning Plan is provided to all commissioning team members to inform them of the intent and scope of the commissioning work, to ensure inclusion in the project scope, and to expedite the commissioning process.
- **Preparation for Testing.** To prepare for the system performance testing, 360 Energy Engineer's construction team and the contractors carefully examine the construction documents, submittals and contract revision documents. The contractors develop and provide signed start-up forms (and/or Pre-functional Test Checklists) to 360EE's construction team for review and approval prior to beginning test and balance (TAB) and functional test activities. Using these forms, each contractor must verify that the systems are installed in compliance with the construction documents, are clean and properly prepared for operation, are fully functional for test and balance, and ready for functional testing. 360's engineers write all Functional Test Procedures, which identify the specific functional tests to be performed.
- **Functional Testing.** Functional testing is performed by experienced and qualified technicians of the contractor(s) responsible for installation as facilitated witnessed and documented by 360 Energy Engineers. Functional testing verifies proper sequencing, operation and performance of installed equipment and systems under realistic operating conditions. The functional testing follow the written Functional Test Procedures with test results documented for permanent record.

- Documentation. Startup forms, TAB forms, and Functional Test Procedures are developed to guide the commissioning process. Specific written documentation is maintained for all other commissioning activities. Commissioning reports are generated by 360EE's construction team to document project issues, deficiencies and status of construction and/or testing. Reports and resolution are tracked for the duration of the project. At the end of the commissioning process, all documentation is assembled and summarized in the final commissioning report.
- Problem Resolution. When a report is issued to address an identified deficiency, 360EE's construction manager forwards it to the appropriate parties to initiate corrective action in an expeditious manner. 360EE's engineers are relied on for design modification and issuance of final design details and the contractors are relied on for implementation of that design.

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Eileen Horn
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Energy Management Policy

Douglas County, KS

Energy Management Policy Statement

Douglas County is committed to fostering a safe and sustainable work environment in our buildings and facilities. Over the past 5 years, we have retrofitted heating and cooling systems throughout our buildings, and have reduced energy use by 20% while improving the comfort of our workspaces. This policy will further our efforts by conserving energy and reducing fire hazards associated with personal heating devices.

This Policy also strives to balance the goals of energy conservation with employee satisfaction. Maintaining a comfortable and productive working environment is important to County.

Applies To

All County buildings and facilities.

Approved By

Implementation of this Energy Management Policy shall be the responsibility of the County Administrator. The Board of County Commissioners authorizes the County Administrator to modify energy standards in the spirit of the policy as needed and best practices emerge. The County Administrator will keep the County Commission informed about any such changes.

_____ (signed)

_____ (date)



Energy Standards

Douglas County, KS

Environmental Standards

Employees are encouraged to dress for seasonal conditions and for their personal temperature tolerance level. Areas that are either too hot or too cold should be reported as soon as possible to building maintenance staff so the problem can be addressed. Contact David Sparkes, Maintenance Director 785-832-5330, or submit a Maintenance Help Desk ticket on the County Intranet.

Staff Responsibilities:

- Keep all exterior doors and windows closed in order to maintain proper temperature setpoints and pressure balances.
- Do not adjust, block or restrict airflow from air outlets.
- Do not place devices that emit hot or cooled air near thermostats (i.e. microwaves or copiers).

Maintenance Dept. Responsibilities:

- Maintain building temperature setpoints at 70°F or lower in heating and 74°F and above in cooling during normal operating hours.
- When space is not occupied, set temperatures to 60°F in heating and 85°F in cooling.

Lighting

Staff Responsibilities:

- Turn off lights when spaces are unoccupied.
- Use task lighting and natural light from windows and skylights before turning on any overhead room lighting.
- Limit the use of decorative lighting.

Maintenance Dept. Responsibilities:

- Replace lighting with the highest efficiency lighting that is also cost effective.
- If available, install automatic occupancy-based lighting controls in spaces with variable use such as meeting rooms, storage, and employee lounges.
- Schedule/control exterior lighting fixtures with photo cells to ensure lights are off when daylight is present.

Personal heating or cooling devices

- The use of personal space heaters is generally prohibited. Typical electric resistance space heaters can be a fire hazard and can overload circuits.
- Instead, employees are encouraged to consider using the following approved appliances to improve the comfort of their workspace: (1) Energy efficient pedestal or table top fans, or (2) High efficiency radiant panel heaters that use no more than 200 watts.
- Exceptions to this policy may be authorized by the Department Director if a resolution to workspace temperature issues cannot be remedied. In that case, the County will purchase appropriate heating or cooling devices to assure employee comfort and productivity.

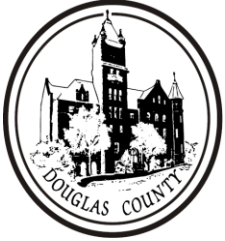


Computers and Office Equipment

- Office equipment should be turned off when not in use.
- Computer power management settings should be utilized on all County-owned computers. Guidelines for these settings shall include having the monitor go into sleep mode after 10 minutes of inactivity and the de-activation of internal components when not in use. Information Technology will control these power management settings utilizing group policies that are pushed out to all computers.
- Power management features on printers, multifunction devices and other equipment should be enabled.
- When possible, Office equipment and computer peripheral equipment should be connected to a surge protector that is turned off at the end of the work day once all of the equipment is properly shutdown.
- Energy efficient products that qualify for the U.S. Environmental Protection Agency Energy Star label should be purchased whenever available.

Personal Appliances

- Personal appliances such as refrigerators, coffee makers, and microwave ovens should be consolidated in common areas.
- Energy efficient products that qualify for the U.S. EPA Energy Star label should be purchased whenever available.



DOUGLAS COUNTY ADMINISTRATION

1100 Massachusetts Street
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ehorn@douglas-county.com

Eileen Horn
Sustainability Director

MEMO TO: Craig Weinaug, County Administrator
Sarah Plinsky, Assistant County Administrator

FROM: Eileen Horn, Sustainability Director

SUBJECT: **Sustainability & Energy Savings Reinvestment Fund: Replenishment Schedule 2016**

DATE: January 25, 2017

The Sustainability & Energy Savings Reinvestment Fund (SESRF) was initiated in November 2011, and over the course of the past four years, has been utilized to fund twenty sustainability projects in Douglas County facilities. *Per the adopted guidelines for the SESRF:*

“Fund Repayment: Reports of the Fund status and recommended Fund replenishment/repayment amounts will be provided by the Sustainability Coordinator to the County Commission on an annual basis. The replenishment amounts will be calculated based upon the energy savings achieved through projects funded by the Sustainability and Energy-Savings Reinvestment Fund.”

[See Table on page 2 with list of projects, calculation of annual cost savings from energy efficiency]

Staff recommendation: It is recommended that **\$30,629.41**(annual cost savings from energy efficiency projects) be transferred from end-of-year fund balance to the SESRF within Equipment Reserve. This will ensure that the SESRF can continue to provide a predictable and ongoing reserve of funding for sustainability and energy improvement projects in Douglas County facilities.

Date Funded: Project Name:		Amount Requested From Fund:	Anticipated Payback Period:	2016: Recommended amount to re-seed fund:
8/25/2011	Plumbing Extension for YS Solar Thermal	\$9,196.19	n/a	n/a
12/15/2011	County Clerk: Epoll Books	\$16,625.00	75.57	\$220.00
1/18/2012	Health Dept. LED lighting	\$2,116.50	2.37	\$0.00
2/20/2012	Building 21 Lighting Retrofit	\$2,551.50	1.40	\$0.00
2/28/2012	KSU Extension Office Lighting Retro	\$1,310.92	2.20	\$0.00
5/15/2012	Hybrid vehicle for Youth Services	\$7,871.00	6.84	\$1,150.00
7/15/2012	Recycling bins at Fairgrounds Buildings	\$2,459.31	n/a	n/a
8/1/2012	Exterior & parking lot lighting retrofit	\$12,713.24	3.54	\$0.00
9/30/2012	United Way Boiler Retrofit	\$21,849.00	6.43	\$3,400.00
5/15/2013	Lonestar Marina 20 SEER heat pump	\$5,000.00	10.00	\$500.00
1/29/2013	Courthouse Controls Upgrade	\$53,800.00	4.89	\$11,000.00
5/15/2014	Jail Parking Lot LED lighting retrofit (installed Mar 2015)	\$25,648.00	5.83	\$4,400.00
7/29/2015	Improved controls at Fairgrounds	\$20,000.00	3.93	\$5,088.00
6/1/2015	Public Works Solar PV	\$42,006.00	14.50	\$1,848.00
11/18/2015	Renewable Energy Credits for Pub Works LEED	\$1,433.55	n/a	n/a
3/10/2016	Upgraded HVAC at Youth Services	\$19,190.00	10.00	\$1,119.91
5/3/2016	Public Works Solar PV - final payment	\$4,200.60	n/a	n/a
7/15/2016	LEED Certification Fee	\$2,970.06	n/a	n/a
8/15/2016	Fairgrounds Landscape Master Plan	\$7,500.00	n/a	n/a
8/1/2016	Fairgrounds Indoor Arena Lighting retrofit	\$19,226.54	2.90	\$1,103.50
6/1/2016	Fairgrounds Meeting Hall LED upgrade	\$7,421.00	4.64	\$800.00
				\$30,629.41
Potential 2017 projects		SES RF Balance:		\$88,586.29
Energy Audit of All County Facilities - especially lighting				
LEDs at Jail - David is researching				
Courtroom LED retrofits				



DOUGLAS COUNTY ADMINISTRATOR

1100 Massachusetts Street
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(785) 832-5328 Fax (785) 832-5148
cweinaug@douglscountyks.org

G. Craig Weinaug
County Administrator

MEMO TO: Board of County Commissioners

FROM: Jill Jolicoeur, Assistant to the County Administrator
Cammy Owens, Budget Manager

SUBJECT: Douglas County Open Budget Project

DATE: January 25, 2017

In an effort to provide Douglas County's citizens with an easily accessible and informative means to better understand the county's annual budget and the services and programs it supports, the Budget staff proposes launching "Douglas County Open Budget" through the Socrata cloud-based data solution. Socrata provides financial and performance transparency technology solutions to more than 400 city, county, state, and federal government organizations across the county to promote open government by enabling citizens to easily access and understand information regarding the use of taxpayer dollars. Among our peer city and counties in the region, the cities of Kansas City, Missouri, Olathe, and Topeka, and most recently Sedgwick County, are currently utilizing Socrata Public Finance to enhance internal analysis and reporting, while providing citizens with insight into the budget, spending, capital projects, and organizational performance.

The proposed project would engage Socrata, to create "Douglas County Open Budget" which will transform the development of the annual county budget book into a navigatable, search enabled, and connected web site and tool for citizens. This project would replace the traditional method of communicating and sharing this information, which has been the production of the annual budget book, a several hundred page document, which is rarely accessed, and when it is requires the assistance of the Budget staff in understanding the data and related trends year to year. The availability of the county's annual budget will be enabled by a secure connection to the existing SunGard enterprise financial management software. SunGard and Socrata have developed a strategic partnership to offer SunGard customers with direct access to Socrata's open data solutions in a manner that protects the county's data and creates a platform to easily publish the annual budget and provide a powerful information resource to citizens and internal decision-makers.

The following provides a breakdown of the one-time and ongoing financial impact of this project:

	One-time	Ongoing
Support Program - Silver		\$ 1,298.28
Education Program - Standard		\$ 1,947.48
Public Finance Service Package	\$ 6,500.00	
Socrata Open Budget software		\$ 13,248.00
Socrata Implementation Services	\$ 1,400.00	
	\$ 7,900.00	\$ 16,493.76
TOTAL		\$ 24,393.76

This project leverages Douglas County’s existing investment in SunGard and the financial infrastructure is supports, and provides a significant enhancement to the internal process and time commitment of preparing and publishing the annual budget. While department heads and managers will continue to regularly access budget information in our financial system, it is expected that the Open Budget application will also be used by these stakeholders and other county employees because it will provide fast and easy to access budget information. From an external perspective, the Open Budget application will provides citizens with easy and faster access to the annual budget, with tools that allow them to review, compare and visualize their searches in real time. In addition, Open Budget enables the display of related content and narrative at different locations throughout the application, to share additional information on county departments, programs, and key initiatives that citizens are seeking. This could include the annual budget message, or data visualizations (charts, graphs, etc.) and related links that enhance the public understanding of how taxpayer resources are utilized.

Following the successful implementation of the Open Budget application, the budget staff will explore further utilization of the application to communicate information regarding capital projects and expenditures, including payroll, on an annual and monthly basis. These services would all be included in the proposed contract but would be considered and implemented on an individual basis. In terms of a timeline for the initial Open Budget project, it is expected that the application will be launched and available internally and externally by mid to late March 2017. It is anticipated that future time commitments on the part of Budget and Information Technology staff’s to support and maintain the application will be minimal.

Attached for your reference is a quote and Statement of Work that was prepared by SunGard and Socrata. This proposal has been reviewed and is supported by the county’s Information Technology and Purchasing staff.

The following motion is recommended to approve these items: ***“Consider approval of a contract with SunGard Public Sector, Inc. and Socrata, Inc. in the amount of \$24,393.76, which includes \$7,900 in one-time expenses, and \$16,493.76 ongoing expenses, for services and software to support the county’s annual budget reporting and communications efforts.”***

Quote Prepared By:

Jim Nelson
1000 Business Center Dr
Lake Mary, FL 32746
Phone: (407) 304-3866 Fax:
Email: james.nelson@sungardps.com

Quote Prepared For:

Craig Weinaug, County Administrator
Douglas County
1100 Massachusetts St.
Lawrence, KS 66044-3064
(785) 832-5328

Quote	Date	Valid Until
Q-00022979	12/30/2016	02/28/2017

Third Party License Fees

Product Code	Product Name	Quantity	Ext Price	Maintenance
SOC-MISC	Support Program - Silver	1	1,298.28	-
SOC-MISC	Education Program - Standard	1	1,947.48	-
SOC-MISC	Public Finance Service Package - App	1	6,500.00	-
		Totals:	\$9,745.76	-

Third Party Annual Subscription Fees

Product Code	Product Name	Quantity	Ext Price
SOC-OD-BUD	Socrata Open Budget	1	13,248.00
		Totals:	\$13,248.00

Professional Services

Third Party

Product Code	Product Name	Proj Mgmt	Installation	Tech Svcs	Training	Impl Svcs	Consulting	Development	Total Services
SOC-IN	Socrata Implementation Services					1,400.00	-	-	1,400.00
		Ext Price:	-	-	-	-	-	-	-
		Totals:	-	-	-	-	-	-	\$1,400.00

Product & Services

Third Party License Fees:	\$9,745.76
Third Party Annual Subscription Fees:	\$13,248.00
Third Party Professional Services:	\$1,400.00
Subtotal:	\$24,393.76
Total:	\$24,393.76

Product Notes

SOC-MISC: Socrata Software and Data Supplement.

Socrata Subscriber Terms:

1. Subscriber is granted only a nonexclusive right to use and access the Socrata service (Service) up to the capacity purchased. The Service is provided by Socrata, Inc. ("Socrata") through SunGard Public Sector Inc. ("Reseller") to Subscriber. Herein, Socrata and Reseller are referred to collectively as "Provider".
2. Subscriber is granted a limited, nonexclusive, non-sublicensable, non transferable term license to access and use the Service and the online Socrata software applications made available by Socrata, if any, for use by Subscriber with the Service (Site Applications), including the right to load, store and display Subscriber Content (defined below) on the Service.

Subscriber may not: operate or use the Service or the Site Applications on behalf of other entities or persons, other than as may be approved by Socrata; modify or otherwise make any derivative uses of the Service or the Site Applications, or any portion thereof; or use of the Service or the Site Applications other than for their intended purposes.

Subscriber must use the Service and Site Applications in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Service and the Site Applications other than as specifically authorized, without the prior written permission of Socrata, is prohibited and may result in Provider terminating access.
3. Socrata regularly upgrades and updates the Service and Site Applications. This means that the Services and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require Subscriber to schedule and implement the changes. The changes may also mean that Subscriber needs to upgrade its equipment in order to make efficient use of the Services. Socrata will provide Subscriber with advance notification in this case.
4. Subscriber must (i) maintain the security of Subscriber's password or key provided by Socrata to access and load Subscriber Content on the Service; and (ii) accept all risks of unauthorized access to the Subscriber Content or other information Subscriber provides to Socrata. Subscriber is responsible for all activity that occurs under Subscriber's account, and Subscriber should not share password with any third party. The Subscriber, using the Socrata user interface, will control access of users to private content.
5. Subscriber may not upload any content: (i) that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objection; (ii) that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; or (iii) that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.
6. By posting any Subscriber Content, Subscriber represents and warrants to Provider: (i) that it has the lawful right to distribute and reproduce such Subscriber Content; (ii) that none of the Subscriber Content impersonates any person or entity or otherwise misrepresents Subscriber's affiliation with a person or entity; (iii) that none of the Subscriber Content is subject to any export control laws or regulations; (iv) that there are no unsolicited promotions, political campaigning, advertising or solicitations; (v) that the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers is not provided or, with the prior written specific consent of Provider is provided with the authorization of such third party; (vi) there are no viruses, corrupted data or other harmful, disruptive or destructive files; and (vii) that the Subscriber Content that is not objectionable or which may expose Socrata or the users to any harm or liability of any type.
7. During the term of this Agreement, Subscriber grants Provider and their affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display Subscriber Content (excluding the rights constituting publication for private Subscriber Content) on or in connection with the Service, for the provision of Services or to provide services to users. Once Subscriber Content is provided, Provider and user have a limited ability to control or delete such content.
8. During the term of this Agreement, Subscriber grants Provider and their affiliates a nonexclusive, royalty-free, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display private Subscriber Content solely in connection with Provider's provision of Services to Subscriber.

9. Subscriber grants Provider and their affiliates and sublicensees the right to display and use Subscriber's name, trademark and/or logos provided by Subscriber (Subscriber Marks) in connection with the Subscriber Content and the Service. All goodwill associated with Provider's use of the Subscriber Marks will inure to the benefit of Subscriber and Provider will comply with Subscriber's Trademark guidelines.

10. Provider takes no responsibility and assumes no liability for any Subscriber Content or user content posted, stored or uploaded to the Services by Subscriber or any third party, or for any loss or damage thereto, nor is Provider liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that Subscriber and its end users may encounter. Subscriber's reliance on any content that it obtains through use of the Service and the Site Applications is at Subscriber own risk. Although Provider has no obligation to screen, edit or monitor any of the Subscriber content or other non-Provider provided content posted on the Service, PROVIDER RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SERVICE OR UPLOADED TO THE SERVICE AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE SUBSCRIBER TO DO THE SAME, AND SUBSCRIBER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY SUBSCRIBER CONTENT POSTED OR STORED ON THE SERVICE AT SUBSCRIBER'S SOLE COST AND EXPENSE. Any use of the Service and the Site Applications in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of Subscriber's right to use the Service and the Site Applications.

11. THE SERVICE AND THE SITE APPLICATIONS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS WITHIN THE SERVICE. WHILE SOCRATA WILL ATTEMPT TO MAKE SUBSCRIBER'S ACCESS AND USE OF THE SERVICE AND SITE APPLICATIONS SAFE, PROVIDER CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE SITE APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE PROVIDER'S REASONABLE CONTROL.

12. Neither Reseller nor its suppliers are liable to the Subscriber for any indirect, consequential, incidental or special damages (including without limitation, lost profits and lost data, information or content) arising out of the use of the Service, regardless of the theory of liability (including negligence and strict liability).

13. The Service and Site Applications are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Service and Site Applications, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies.

14. Socrata, Inc. is an intended third party beneficiary of the contract between Reseller and the Subscriber.

15. Subscriber expressly agrees that it shall defend, indemnify and hold harmless Provider, their licensors and affiliates and their respective directors, officers and employees (the "Indemnified Group") from and against any claim, damage, loss, cost or expense (including reasonable attorney's fees) incurred by Provider or their licensors and affiliates arising out of or related to Subscriber's failure to comply with the provisions of these terms and conditions. Subscriber shall also indemnify and defend the Indemnified Group, from and against any claims, liabilities, and obligations (including reasonable lawyer's fees) by any third party against the Indemnified Group arising out of any person's use of the Subscriber Content or the Service and Site Applications in violation of the terms and conditions herein.

16. Subscriber Content means any datasets, discussion forums, and other interactive areas, features or services which Subscriber creates, posts or stores or uploads to the Service, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that Subscriber has not designated as private.

SOC-OD-BUD: Requires NaviLine version 9.1.14.5 or higher. Requires Microsoft SQL server for ONESolution.

SunGard Public Sector is only responsible for extracting and loading data currently stored in SunGard Public Sector financials software. Customer is responsible for providing extractable tables for Data not stored within or retrievable from a SunGard Public Sector product.

Socrata Software and Data Supplement. Socrata Subscriber Terms:

1. Subscriber is granted only a nonexclusive right to use and access the Socrata service (Service) up to the capacity purchased. The Service is provided by Socrata, Inc. ("Socrata") through SunGard Public Sector Inc. ("Reseller") to Subscriber. Herein, Socrata and Reseller are referred to collectively as "Provider".
2. Subscriber is granted a limited, nonexclusive, non-sublicensable, non transferable term license to access and use the Service and the online Socrata software applications made available by Socrata, if any, for use by Subscriber with the Service (Site Applications), including the right to load, store and display Subscriber Content (defined below) on the Service.

Subscriber may not: operate or use the Service or the Site Applications on behalf of other entities or persons, other than as may be approved by Socrata; modify or otherwise make any derivative uses of the Service or the Site Applications, or any portion thereof; or use of the Service or the Site Applications other than for their intended purposes.

Subscriber must use the Service and Site Applications in conformance with applicable laws, rules and regulations including, without limitation, all applicable privacy laws. Any use of the Service and the Site Applications other than as specifically authorized, without the prior written permission of Socrata, is prohibited and may result in Provider terminating access.
3. Socrata regularly upgrades and updates the Service and Site Applications. This means that the Services and Site Applications are continually evolving. Some of these changes will occur automatically, while others may require Subscriber to schedule and implement the changes. The changes may also mean that Subscriber needs to upgrade its equipment in order to make efficient use of the Services. Socrata will provide Subscriber with advance notification in this case.
4. Subscriber must (i) maintain the security of Subscriber's password or key provided by Socrata to access and load Subscriber Content on the Service; and (ii) accept all risks of unauthorized access to the Subscriber Content or other information Subscriber provides to Socrata. Subscriber is responsible for all activity that occurs under Subscriber's account, and Subscriber should not share password with any third party. The Subscriber, using the Socrata user interface, will control access of users to private content.
5. Subscriber may not upload any content: (i) that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objection; (ii) that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; or (iii) that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party.
6. By posting any Subscriber Content, Subscriber represents and warrants to Provider: (i) that it has the lawful right to distribute and reproduce such Subscriber Content; (ii) that none of the Subscriber Content impersonates any person or entity or otherwise misrepresents Subscriber's affiliation with a person or entity; (iii) that none of the Subscriber Content is subject to any export control laws or regulations; (iv) that there are no unsolicited promotions, political campaigning, advertising or solicitations; (v) that the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers is not provided or, with the prior written specific consent of Provider is provided with the authorization of such third party; (vi) there are no viruses, corrupted data or other harmful, disruptive or destructive files; and (vii) that the Subscriber Content that is not objectionable or which may expose Socrata or the users to any harm or liability of any type.
7. During the term of this Agreement, Subscriber grants Provider and their affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display Subscriber Content (excluding the rights constituting publication for private Subscriber Content) on or in connection with the Service, for the provision of Services or to provide services to users. Once Subscriber Content is provided, Provider and user have a limited ability to control or delete such content.
8. During the term of this Agreement, Subscriber grants Provider and their affiliates a nonexclusive, royalty-free, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, analyze, perform and display private Subscriber Content solely in connection with Provider's provision of Services to Subscriber.

9. Subscriber grants Provider and their affiliates and sublicensees the right to display and use Subscriber's name, trademark and/or logos provided by Subscriber (Subscriber Marks) in connection with the Subscriber Content and the Service. All goodwill associated with Provider's use of the Subscriber Marks will inure to the benefit of Subscriber and Provider will comply with Subscriber's Trademark guidelines.
10. Provider takes no responsibility and assumes no liability for any Subscriber Content or user content posted, stored or uploaded to the Services by Subscriber or any third party, or for any loss or damage thereto, nor is Provider liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity that Subscriber and its end users may encounter. Subscriber's reliance on any content that it obtains through use of the Service and the Site Applications is at Subscriber own risk. Although Provider has no obligation to screen, edit or monitor any of the Subscriber content or other non-Provider provided content posted on the Service, PROVIDER RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CONTENT POSTED OR STORED ON THE SERVICE OR UPLOADED TO THE SERVICE AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR TO REQUIRE SUBSCRIBER TO DO THE SAME, AND SUBSCRIBER IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY SUBSCRIBER CONTENT POSTED OR STORED ON THE SERVICE AT SUBSCRIBER'S SOLE COST AND EXPENSE. Any use of the Service and the Site Applications in violation of the foregoing violates this Agreement and may result in, among other things, termination or suspension of Subscriber's right to use the Service and the Site Applications.
11. THE SERVICE AND THE SITE APPLICATIONS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. PROVIDER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS WITHIN THE SERVICE. WHILE SOCRATA WILL ATTEMPT TO MAKE SUBSCRIBER'S ACCESS AND USE OF THE SERVICE AND SITE APPLICATIONS SAFE, PROVIDER CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SERVICE OR THE SITE APPLICATIONS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS THAT ARE OUTSIDE PROVIDER'S REASONABLE CONTROL.
12. Neither Reseller nor its suppliers are liable to the Subscriber for any indirect, consequential, incidental or special damages (including without limitation, lost profits and lost data, information or content) arising out of the use of the Service, regardless of the theory of liability (including negligence and strict liability).
13. The Service and Site Applications are commercial products, developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the Service and Site Applications, or any part thereof, including technical data, by the United States Government is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement 227.7202 for military agencies.
14. Socrata, Inc. is an intended third party beneficiary of the contract between Reseller and the Subscriber.
15. Subscriber expressly agrees that it shall defend, indemnify and hold harmless Provider, their licensors and affiliates and their respective directors, officers and employees (the "Indemnified Group") from and against any claim, damage, loss, cost or expense (including reasonable attorney's fees) incurred by Provider or their licensors and affiliates arising out of or related to Subscriber's failure to comply with the provisions of these terms and conditions. Subscriber shall also indemnify and defend the Indemnified Group, from and against any claims, liabilities, and obligations (including reasonable lawyer's fees) by any third party against the Indemnified Group arising out of any person's use of the Subscriber Content or the Service and Site Applications in violation of the terms and conditions herein.
16. Subscriber Content means any datasets, discussion forums, and other interactive areas, features or services which Subscriber creates, posts or stores or uploads to the Service, including, without limitation, any content, messages, materials, data, datasets, data structures, spreadsheets, entries, information, text, music, sound, photos, video, graphics, code or other items or materials that Subscriber has not designated as private.

Comments:
Socrata Open Budget (50k - 150k)
Support Program - Silver
Education Program - Standard
Public Finance Service Package - App

Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:

License, Project Planning, Project Management, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Project Management Fees will be invoiced as one combined fee. Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, all other Professional Services and Travel & Living expenses are due monthly, as such services are delivered. Additional services, if requested will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Agreement and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then prevailing rate. Except for the second term of support for which SunGard Public Sector is committed, subsequent terms will renew automatically until such time a party receives written notice from the other party thirty (30) days prior to the expiration of the then current term. Notification of non renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

Special Payment Terms by Product:

SOC-IN: Implementation fees are billed as incurred, as such services are delivered.

SOC-OD-BUD: Socrata Open Budget (SOC-OD-BUD) payment terms:

Annual Subscription Fee: The initial annual subscription fees are due 100% upon execution. The initial annual subscription term for any subscription product(s) listed above shall commence on the first of the month following the Execution Month of this quote and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other part written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

Additional Terms:

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in

addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.

For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

Douglas County

Authorized Signature: _____ **Date:** _____ **Printed Name:** _____

**Douglas County (KS)
Statement of Work
for
Socrata for Public Finance - One Choice
(Standard)**



Date Prepared: December 16, 2016



Socrata for Public Finance - One Choice (Standard)

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Document Purpose

This Statement of Work (SOW) outlines professional services activities and deliverables that Socrata, Inc. (Socrata) will provide to Douglas County, KS, (Customer). The document defines the consulting services (“Services”) that will be provided by Socrata as part of this Program, and outlines activities, tasks, and deliverables below. It describes expectations for customer participation in the Program and includes Program assumptions. This SOW is subject to the terms of the order form, contract or agreement by and between Socrata and Customer for the Program defined below (the “Program”).

Project Summary

This program, will prepare Customer to launch the Socrata for Public Finance. It encompasses a robust best practices plan to ensure delivery of a Public Finance solution that meets Customer goals, provides knowledge transfer to the Customer team, and allows for growth and expansion of the program.

- This program includes best practices including establishing a Public Finance program.
- This program will include the implementation for one of the following Socrata for Public Finance Products:
 - Open Expenditures OR
 - Open Budget OR
 - Open Payroll
- The site design in this program offers a choice of templates that can be tailored within limits to meet customer branding requirements.

Statement of Work

This section details the Services provided to the Customer for this Program. Unless otherwise set forth in the Order Form, activities and deliverables will be provided on a Time and Materials, Not To Exceed, deliverable basis. Socrata services costs are based on a the scope of work defined within this SOW.

The services are delivered using Socrata’s Methodology which is a proven, best practice methodology for our implementation approach to delivering the scope of work defined within this SOW.

Implementation Summary of Scope

Based on our current understanding of your needs, we have defined the following summary scope for your implementation plan:



Service Packages Included:

- ☐ A choice of implementing one of the following Socrata for Public Finance products
 - ☐ Open Expenditures
 - ☐ Open Budget
 - ☐ Open Payroll
- ☐ Program implementation plan
- ☐ Education plan by role for all users
 - ☐ Unlimited access to online training *via* webinars and videos
- ☐ Best practices Open Data Design, Development and documentation.
- ☐ User Community Testing, Validation for Deployment success.
- ☐ Recommended Marketing program
- ☐ PR kit and social media support for launch events

Total professional services hours not to exceed 40 hours in aggregate among Socrata staff.

Outcomes:

- Deployment of one (1) Socrata for Public Finance product on customer domain
- Socrata for Public Finance Administration Panel
- Automated publishing of datasets required for the Socrata for Public Finance site
- Customer has established a strategy with structured processes, and procedures to manage an effective Open Data program
- Customer equipped with knowledge and resources to administer the Socrata for Public Finance sites and the open data platform
- A public relations kit to assist in promoting the launch of their Socrata for Public Finance application

The Customer open data platform website will include the delivery of the following modules:

1. Catalog
2. Administration

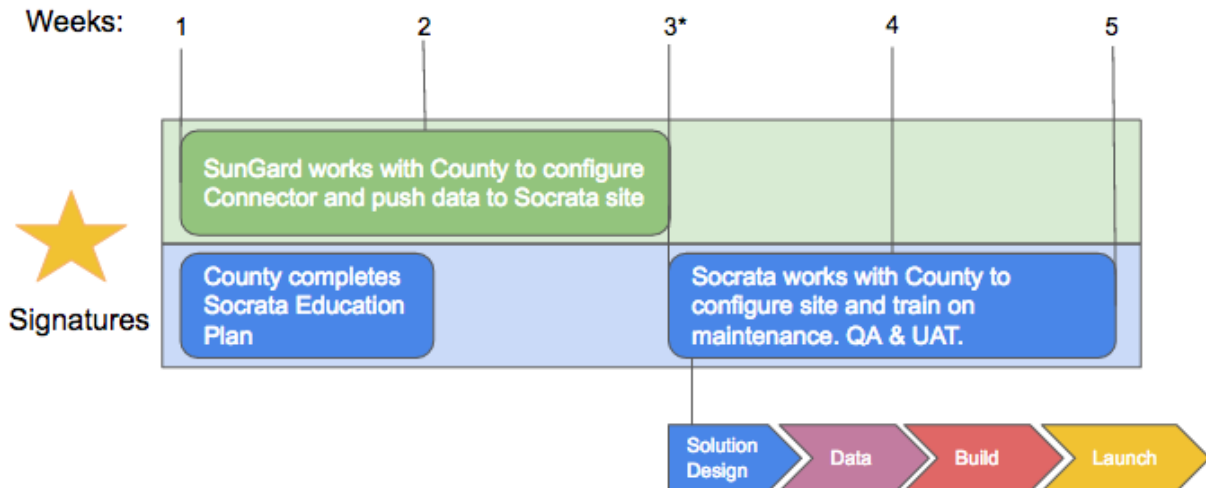
Project Approach: Socrata Implementation Methodology

Socrata will deliver the scope defined within this SOW using the Socrata Implementation Methodology, which is defined below:

Socrata Implementation Methodology

	Plan	Educate	Design	Data	Build	Launch	Evolve
 People	Stakeholder	Data Steward	Business Users	Data Steward	Business Users	Business Users	Business Users
	Business Users	Executives	Program Manager	Program Managers	Program Manager	Program Manager	Support
	Program Manager	Program Manager	Open Data Consultant	Data Analyst	Web Designer	Education Team	Education Team
	Customer Success Manager	Education Team	Data Analyst			Customer Success Managers	Customer Success Manager
			Web Developer				
 Process	Plan Session	Best Practices Education	Design Session	Data Readiness	Configure Automation	Production Readiness	Customer Success Plan
	Design Education Plan	Program to Create Masters of Digital Government Users	Business WorkFlow Map	Source system review	Solution	Critical Issue Resolution	Customer Digital Roadmap
	Educate Core Team		Success Criteria Definition	Design & Document Data Flow Map	Educate Pilot Users	Educate All Users	Support and Education Programs
	Evaluate Strategic Alignment		Data Ingress design	Define Data Automation Updates	Validate Success Criteria	Execute Deployment	
	Project Plan		Integration Definitions			Production Party!	
	Communication Plan		Reporting Design				
 Deliverables	Project Plan	Education Plan	Design Document	Data Workflow Plan	Test Plan	On-going Education Plan	Implementation Review
	Resource Plan		Status Report	Status Report	Status Report	Wrap Up Review	Digital Roadmap
	Status Report						

Sample Program Plan



*Timing contingent on Sungard Connector configuration. Implementation start date with Socrata is dependent on the completion of the Connector configuration.

Stage 1: Plan

The “Plan” stage of the Socrata Implementation Methodology is the first stage in which we create a Program plan that includes the activities, timeline and resources required to deliver the defined outcomes within this SOW. This summary level plan will include incorporating our recommended education plan by role for various Customer team members, a test plan and a marketing and communications plan to be followed during customer launch. The goal of the Plan stage is to confirm scope, resources, timeline, and budget to enable the implementation of Customer project defined within this SOW.

Socrata Recommended Preparation Activities

Tasks for Customer Team to complete prior to project start

- Identify team members and classify into project roles (some individuals may hold multiple roles), including:
 - Executives
 - Administrators
 - Publishers
 - Finance Data Experts
 - Curators
- Review Socrata for Public Finance data schemas
- Identify and document key datasets for Program engagement
- Identify and document corresponding data source systems for selected datasets
- Identify and document any compelling events or key dates
- Review available template design options

Plan Activities

These activities will initiate the project and will be performed with the Program Manager

- Conduct Program planning session
- Creation of detailed Program plan
- Confirm data readiness for visualizations and other content development
- Evaluate Risk
- Creation of team education plan, to be leveraged during the Educate stage
- Creation of communication plan, to be leveraged during the Launch stage
- Confirmation of scope, timeline, and resources
- Organizational structure review
- Evaluate existing available data

Plan Deliverables

Socrata Consulting and Education Teams' deliverables include:

- Program, education, resource, marketing and communication plans
- Initial consulting engagement agenda
- Creation of a QA/QC plan, to be leveraged during the Build stage
- Data readiness evaluation
- Production site provisioned for customer use, e.g. <customername>.data.socrata.com
- Risk assessment
- Evaluation of existing available data
- Education Plan (Example below)

Customer Team's deliverables include:

- Applicable Education courses completed prior to start of engagement
- Customer preparation tasks completed as applicable

Education Plan

This Education Plan will specify the approach to educating the Customer team on the Socrata solution. This will include recommendations around pre-engagement, beginning, and advanced levels of education for the project team and data stewards for identified datasets and corresponding source systems.

Course Description	Suggested Roles
Socrata Fundamentals	• Administrator • Publisher • Executive • Curator
Introduction to Automated Publishing	• Administrator • Publisher
Advanced Data Integration	• Administrator • Publisher
Application: Admin Panel	• Administrator
Budget Schema Overview (select one)	• Administrator
Expenditures Schema Overview (select one)	• Administrator
Payroll Schema Overview (select one)	• Administrator

Stage 2: Educate

The “Educate” stage of the Socrata Customer Success Methodology leverages the Socrata Education Program and requires that the initial training prescribed for key Program team members be completed prior to the start of the implementation. This includes Socrata recommended courses for each role per the Education Plan defined in the Plan stage (above).

Educate Activities

- Orientation to Socrata Education Program and the Socrata Knowledge Base
- Core Team Training based on recommended Education Plan
- Develop End User Training Plan and ongoing Training Plan
- Unlimited access to online training *via* webinars and videos
- Based on the Education Program Purchased in Order Agreement the following additional education options are also available:
 - Instructor-led interactive virtual Education courses

- 2 hours per topic sessions, per a set schedule optimized for US timezones
- Unlimited course attendance
- 2 on-site courses per year of your choosing
- Topics available:
 - Intro to Open Data
 - How to Publish Data
 - Data Readiness
 - Data Integration and Automated Publishing
 - Administration (for Apps, for Open Data, for Open Performance)
 - Advanced Visualizations and Data Storytelling
 - Dashboards and Creating Goals
 - Performance Management
 - Marketing and Communications Planning
 - Includes advanced courses:
 - Promoting Your Launch and Beyond
 - Programmatic Best Practices
- Best practices on different vehicles for an Open Data policy
- Assist and facilitate outreach and training of agencies and departments and external users

Educate Deliverables

Socrata Education Teams' deliverables include:

- Final Education plan by role
- Education plan communication to all team members
- Administrators and Publishers educated and ready for implementation
- Recommended End User Training Plan

Stage 3: Design

The objective of the “Solution Design” stage is to architect the Socrata for Public Finance site to meet the goals and objectives defined in the “Plan” stage.

Design Activities

- Conduct Design Session based on Design Session Agenda provided by Socrata
- Obtain Customer Approval of Design recommendations to meet objectives and defined outcomes for this SOW.
- Select templated homepage styling with standard layout options
- Determine data hierarchy for each application with respect to organization's own finance practices
- Provision of images, logos, assets for Socrata for Public Finance site
- Create Design Document

- Creation of an automated publishing plan including preferred publishing tool for in-scope datasets
- Develop Test Plan for Site review and acceptance testing

Design Deliverables

Socrata Consulting and Education Teams' deliverables include:

- Automated publishing plan
- Design document
- Financial data architecture diagram

Customer Team's deliverables include:

- Completed design requirements questionnaire
- Agreement on design requirements
- Agreement on Financial plan

Stage 4: Data

The "Data" stage of the Program encompasses the knowledge transfer around the key concepts of data governance (e.g. dataset owners, publishing workflows, ensuring data quality, etc.), and an initial data governance plan for the datasets that will be published in their solution. This stage will also focus on the formatting requirements for the datasets that will be used for performance indicator visualizations and supporting content. This also includes mentorship on metadata, the concepts of custom metadata, and the creation of a metadata schema for Customer. Includes mentoring Customer team on the concepts of a dataset inventory and administration tools for data governance, as well as orientation to their automated publishing options. The next (more advanced) phases of the education plan can be executed during this stage.

Data Activities

- Public Finance Schema mentorship
- Collaboration with SunGard to validate SunGard Connector is operational
- Determine metadata requirements

Data Deliverables

Socrata Consulting and Education Teams' deliverables include:

- Advanced Education Plan (if applicable)
- Metadata guide to be included in the Design Document
- Data schema for Financial data

Customer Team's deliverables include:

- Datasets consistent with data architecture and schema outlined in the planning phase for the Socrata for Public Finance site

Stage 5: Build

The objective of the “Build” stage is to architect the Socrata for Public Finance data platform to meet the requirements defined in the “Design” stage.

Build Activities

- Deploy site style to production site according to design document
- Add Initial users to platform with correct roles per data governance plan
- Build initial visualizations
- In partnership with Sungard, configure automated publishing job(s) and operational for at least one key dataset; additional datasets may be supported if Program budget allows
- Verify results meet Program business objectives
- DNS and SSL setup for one (1) custom domain; SSL certificate included at no cost
- Update Test Plan and determine test plan length (recommended 2 week minimum)
- Test and Validate Solution
 - Technical Validation
 - Business Process Validation
 - Review Go-Live Critical Issues
 - Resolve Go-Live Critical Issues
 - End User Acceptance and Stakeholders approval
- Customer Team completes supporting narrative and visualizations for Financial information
- Verify results meet project business objectives

Build Deliverables

Socrata Consulting and Education Teams’ deliverables include:

- Production site tested and validated
- Up-to-date implementation issues log with designated critical issues and resolution tracks
- Additional curator and publisher education plans

Customer Team’s deliverables include:

- Completed QA/QC test plan
- Production site tested and validated
- Up-to-date implementation issues log with designated critical issues and resolution tracks
- Additional Financial users, curator and publisher education plans

- Completed User Acceptance Testing document and sign-off for one of the Socrata for Finance product website.

Stage 6: Launch

The “Launch” stage of the Program is the final stage focused on production readiness. It includes the activities for preparing the Customer team for using the new Socrata Data Platform in production effective on the designated Go-Live date. This stage will ready the Customer team for following new business practices and processes for using data on the Socrata platform as well as providing education and marketing activities for all end users to understand the value of the data available and how best to use the data to optimize their operations or provide them with important information about the government organization, programs and/or performance. This audience may be the general public or users internal to the organization. Socrata will provide support to the Customer team during this stage.

Launch Activities

- Confirm Go-Live date
- Launch activities (events, announcements, etc.) confirmed
- Execute Marketing communication plan (both internal and external)
- Confirm SOW scope complete
- Confirm customer has signed up for Socrata Customer Community and appropriate user groups
- Conduct Program Wrap Up Session
- Transition to Customer Success and Customer Support

Launch Deliverables

Socrata Consulting and Education Teams’ deliverables include:

- Production sites launched per in scope within this SOW
- Education on Customer Success Plan and Customer Support processes

Customer Team’s deliverables include:

- Confirm final user acceptance; Product site(s) meet(s) success criteria defined in SOW

Outside of Scope

This SOW does not include the following activities:

- Consulting services beyond those described in the scope of this SOW
- Customizations to the Financial Products
- Customizations to the Open Data Platform Product
- Customizations to the selected design template beyond those defined in requirements

- Use of the Open Data Platform Product beyond what is necessary to power the Socrata for Public Finance Products (ie. uploading further datasets, tabular or otherwise)

Key Assumptions and Responsibilities

Socrata's performance and successful completion of this SOW is predicated on the full commitment and participation of customer management and personnel as scheduled in the Project plan. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the Project, and will be handled in accordance with the Change Procedures (below), as will any deviations that arise during the Project.

Deviations that arise during the project will be managed through the procedure described in Appendix A - Project Change Management Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time and materials basis using the Socrata standard rates in effect from time to time for any resulting additional work or waiting time.

- Socrata will provide the Services under this SOW during normal business hours. If necessary, Customer will provide Socrata personnel with after-hours access to their facilities for any on-site work. Socrata personnel may work hours other than those defined as normal business hours to accommodate their travel schedules, Customer requests, and to accomplish specified deliverables in this SOW.
- Socrata will provide the Services under this SOW during normal business hours, {8:30 AM to 5:30 PM Monday through Friday local time}, except holidays. If necessary, Customer will provide Socrata personnel with after-hours access to their facilities. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules, Customer requests and completion of deliverables in this SOW.
- All issues or questions raised by Socrata team and Customer personnel within a reasonable timeframe depending on the issue will be addressed by the Program team. Timely response is imperative if the Program is to maintain an aggressive rate of progress.
- Socrata and Customer will review scope and deliverable expectations before work begins in order to assure a common understanding by both parties.
- One consulting day = 8 hours, One consulting week = 40 hours (per person) for scheduled weekdays. Weekend days requested to support the project will be billed at time and half for all hours worked plus travel.

Many aspects of the work will require knowledge and background that can only be provided by Customer's staff. We recommend the following staff assignments, which can be completed by one individual or by multiple individuals:

Recommended Customer Roles	
Resource Role	Key Attributes
Executive	Department head with the ability to mandate process change and exercise budgetary control.
Program Manager	Program monitoring, planning and execution of the Program.
Curator	Expert on a particular data area, e.g. a Subject Matter Expert Expertise on the curation and context required for data publishing
Publisher	Ensure optimal utilization of Open Data solutions Expertise on the use of the Socrata solution Participate in the extraction and publishing of content
Administrator	Strategic and tactical responsibility for the Socrata landscape Proficient in maintaining Socrata solution Establish and enforce effective configuration management processes

The actual amount of time requiring Customer staff resources will fluctuate weekly according to the various stages of the Project. Definition of Customer staff resource requirements will be identified during initial planning.

Customer Responsibilities

- Provide resources to review and approve the deliverables as they are processed and tracked to the Program plan. Any deviation from this delivery and review schedule may impact the Program.
- Provide expertise to support the initiative on a timely basis as requested by the Socrata team.
- Ensure that its staff is available to provide such assistance as Socrata reasonably requires and that Socrata is given reasonable access to Customer senior management, as well as any members of its staff to enable Socrata to provide the Services, if any. Customer will ensure that its' staff have the appropriate skills and experience. If any Customer staff fails to perform as required, Customer will provide suitable additional or alternative staff to complete activities defined within the SOW.
- Prior to the start of this SOW, Customer will designate a person called Program or Project Manager who will be the focal point for Socrata communications relative to this Program and will have the authority to act on behalf of the Customer in all matters regarding this Program. The Customer Program/Project Manager's responsibilities include:

- Manage the Customer's personnel and responsibilities for this Program.
- Serve as the interface between Socrata and all Customer departments participating in the Program, including participating in all status meetings.
- Administer the Program Change Management Procedure with the Socrata Program Manager.
- Obtain and provide information, data, and decisions within three working days of Socrata's request unless Customer and Socrata agree in writing to a different response time.

Socrata Responsibilities

In addition to the Socrata Project Manager, additional Socrata resources may be utilized to deliver on the successful execution of this SOW.

The Socrata Project Manager will communicate regularly to the Customer Project Manager including:

- Weekly status reports
- Project Budget remaining
- Agenda for all meetings and document meeting notes and action items

Socrata Roles	
Resource Role	Key Attributes
Account Manager	Escalation resource for Customer regarding consulting services
Program Manager	Lead consultant. Program monitoring, planning, and execution of the engagement as describe in this SOW.
Customer Success Manager	Responsible for support and monitoring of Program adoption and usage. Providing guidance on next phase of customer roadmap
Support Specialist	Provide technical support for product issues

Socrata will use commercially reasonable efforts to maintain a 99.5% online availability of the Platform Service, measured on a monthly basis, excluding downtime for scheduled maintenance, events beyond its reasonable control or Customer, SunGard or user technology issues (**Exclusions**).

Acceptance Criteria

Customer shall have five (5) business days commencing on the completion of each milestone of the Project under the Project Plan to either accept the Deliverables or provide Socrata a list of Nonconformities. “Nonconformities” shall mean a material failure of the deliverables to substantially comply with the terms of this SOW. Upon receipt of the Customer list of Nonconformities, if any, Socrata shall have fifteen (15) business days to correct any such Nonconformities. Upon Socrata’s receipt of the corrected Socrata Deliverables the process of acceptance shall be repeated as set forth above until (i) Customer accepts Socrata Deliverables or, (ii) the Socrata Deliverables having failed on two (2) subsequent occasions to substantially comply with the terms of the SOW, Customer shall have the right, in its reasonable discretion to (a) request Socrata submit a corrective action plan within five (5) business days outlining measures to ensure substantial compliance or, (b) reject the Services and terminate this SOW. If Customer does not notify Socrata in writing of its acceptance, or provide a list of Nonconformities as set forth above the Socrata Deliverable shall be considered to be accepted by Customer.

Socrata WILL reallocate resources to another project due to material delays caused solely by Customer during any Project Phase. Socrata will not be liable for failure to meet Project Plan timelines delays caused by Customer or by reallocation of resources due to such Customer delays.

Socrata shall also have five (5) business days commencing on the completion of the applicable milestone activity to certify that a Customer deliverable (if any) was performed substantially in accordance with the SOW. The parties shall follow the same acceptance process noted above until the deliverables are substantially in accordance with this SOW.

Completion Criteria

Socrata will have fulfilled its obligations under this SOW and our Agreement when any one of the following first occurs:

1. Socrata accomplishes the activities described in Project Implementation Approach section and Tasks including delivery to Customer of the deliverables defined in each stage;
2. Socrata provides the number of estimated hours of Services specified in Level of Effort or in any subsequent Change Authorization, or
3. Customer or Socrata terminates the Project in accordance with the provisions of the Agreement, or
4. The expiration date of the Services as set forth in the relevant Agreement.

Estimated Schedule

The Services will be provided on dates mutually agreed and confirmed by Customer. Customer agrees to provide the Socrata Project Manager or assigned consultant a minimum of five (5) business days prior written notice to request a change to the estimated delivery schedule once it has been confirmed during the planning period.

Travel Costs

If mutually determined desirable, Socrata will invoice you monthly for actual travel and living expenses as incurred, other reasonable expenses incurred in connection with the Services, and applicable taxes, if any. While working on-site at the Customer's facility, Socrata Consultants will work with the Customer team to maximize time spent working on the Project. A standard travel week begins with the first reasonably available departing flight Monday morning and the last reasonably available returning flight on Friday afternoon unless other arrangements are previously agreed in writing with the Customer. The following terms outline the Socrata travel policy:

- Socrata will attempt to purchase airline tickets 14-21 days in advance of the scheduled on-site visit as scheduling allows and will book coach, non-refundable fares.
- Socrata will reserve reasonable lodging as close to the Customer's facility as possible and will request Customer discounted rates whenever they are available including using the GSA rates.
- Rental cars will be utilized only when alternative forms of ground transportation (e.g. taxi or shuttle) does not provide reasonable access to Customer site or to nearby meals and lodging and consultants will book economy or intermediate cars at the lowest cost possible. In the event more than one consultant is assigned to work on-site at the Customer's facility, they will share one rental vehicle.
- Meals and other reasonable miscellaneous costs will be within GSA guidelines (accessible [here](http://www.gsa.gov/portal/category/26429): <http://www.gsa.gov/portal/category/26429>).
- Time spent en-route to or from the Customer site is not billable to the Customer.
- Socrata will review the Customer's travel policy, if requested, and if the Customer travel policy is agreed to, will attach the policy as an addendum to this SOW and adhere to the terms of that policy.
- In the event other travel terms and conditions are agreed between Socrata and the Customer those terms will be added to this SOW as an addendum.

Consulting Estimate

This project will be conducted on a time and materials, not to exceed basis. The deliverables given in this document are guidelines and can be flexed to accomplish goals within the defined Program scope but shall not exceed a total of 5 days of Socrata consulting time.

The estimated professional services charges for this SOW are exclusive of any travel and living expenses (Previous Section – Travel Costs outlines the Socrata standard travel policy), other reasonable expenses incurred in connection with the Services, and any applicable taxes. Estimated Travel costs should be budgeted at 25% of total services contract total.

All Services are non-refundable, non-cancelable and non-returnable. Payment terms are defined in the executed Socrata License Agreement or Services agreement defined within this SOW.



This offer shall expire on thirty days from date of submission to Customer.

Each of us agrees that the complete agreement between us regarding this transaction consists of 1) the Statement of Work and 2) the referenced Agreement identified above. This SOW, together with other related attachments, amendments, work orders or change orders subsequently agreed to in writing by the parties, constitutes the entire SOW between the Parties and supersedes any prior agreements, oral or written, pertaining to the subject matter hereof.

SIGNATURES BELOW ACKNOWLEDGE THAT BOTH PARTIES HAVE REVIEWED AND ACCEPT THIS STATEMENT OF WORK ("SOW"). THE EFFECTIVE DATE ("EFFECTIVE DATE") IS THE DATE OF LAST SIGNATURE BELOW. ALL SERVICES ARE VALID FOR ONE YEAR FROM EFFECTIVE DATE. THE PARTIES WARRANT THAT THE PERSON SIGNING BELOW IS AUTHORIZED TO BIND SUCH PARTY TO THIS SOW.

Agreed to:

Customer

Agreed to:

Socrata

Seattle, WA

By:

By:

Robin Rosenberg

Authorized signature

Authorized signature

Name (Type or Print)

Robin Rosenberg

Name (Type or Print)

Date:

Date: 12/16/2016

Customer number:

Customer address:

Socrata Office Address:

705 5th Ave S., Suite #600
Seattle, WA 98104

Appendix A – Project Change Management Procedure

The following process will be followed if a change to this SOW is required.

- o A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- o The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- o Both Project Managers will review the proposed change and recommend it for further investigation or reject it. Socrata will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. Socrata will invoice Customer for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement. The parties agree that no PCR shall be rejected unreasonably, and, in the case of any such rejection, the reasons for the rejection shall be provided to the other party.
- o A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.