

AGREEMENT FOR RECREATION SERVICES POINT OF SALE AND RESERVATION SYSTEM PURCHASE

THIS AGREEMENT is made and entered into this _____ day of _____, 201___, by and between the City of Overland Park, Kansas, hereinafter referred to as “City,” and St. Andrew’s Parish Parks & Playground Commission d/b/a eTrak-plus, hereinafter referred to as “Contractor.”

SECTION I - SCOPE AND ORDER OF PRECEDENCE

Contractor shall provide to the City fully functional hardware, software and related services all to the City’s full satisfaction and in compliance with the Request for Proposal issued by the City on April 22nd, 2014 (the “RFP”), attached hereto and incorporated by reference herein as Exhibit B; the Contractor’s response dated May 8th, 201 4 (the “RFP Response”), attached hereto and incorporated by reference as Exhibit C; and the defined Scope of Work attached hereto and incorporated by reference as Exhibit A.

If there is a conflict among any of the Exhibits referenced above, the following order of precedence shall apply:

1. This Agreement, excluding exhibits
2. The Scope of Work (Exhibit A)
3. The RFP (Exhibit C)
4. The RFP Response (Exhibit D)

SECTION II - PAYMENT AMOUNT AND TERMS

- A. The Services set forth in Exhibit A will be provided by Contractor for the amount of Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) for year one of the Initial Term, as defined in Section XII, below. Maintenance & Support will be provided by the Contractor for years 2 - 5 of the Initial Term in an amount not to exceed Ten Thousand and 00/100 Dollars (\$10,000.00) annually.
- B. The City will make payment to Contractor at the Payment Milestones set forth in Attachment B.
- C. All amounts payable under this Agreement are exclusive of taxes as the City is a tax-exempt political subdivision.

SECTION III - DISPUTE RESOLUTION

City and Contractor agree that disputes relative to the products delivered and work performed should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without the parties’ express written consent.

SECTION IV - TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement at their convenience by giving the other party written notice. Agreement will be terminated on the first day of the month following the month in which a termination notice is received by either party. Any termination shall not relieve the City of its obligations to pay Contractor for functional hardware received or services satisfactorily performed through the effective date of termination. If this Agreement is terminated during the Initial Term or any Renewal Term (with cause and after an agreeable amount of time [at least 90 calendar days] to correct any applicable, reasonable and agreeable issues), the City will receive a prorated refund of amounts paid.

SECTION V - ASSIGNMENT

Parties hereto agree that neither shall assign, sublet or transfer their interest in this Agreement without the written consent of the other and further agree that this Agreement binds the parties, their successors, trustees, assignees and legal representatives.

SECTION VI - PRIOR VERBAL OR WRITTEN STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal and written statements of any and every official and/or other representative of the City and Contractor and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written Agreement. In the event that the City issues a purchase order, work order, invoice or similar document relating to services performed, such purchase order or similar document shall be for the City's administrative purposes only and will not supplement, supersede, modify or affect any of the terms and conditions set forth herein.

SECTION VII - INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and as such, neither Contractor nor its personnel are agents or employees of the City. Contractor is responsible for payment of any and all federal, state and local taxes.

SECTION VIII - HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, indemnify and hold harmless the City and its agents and/or employees from any and all claims, settlements, and judgments including but not limited to those for bodily injury, physical property damage and/or death that are caused by the Contractor and within its control and/or those that arise out of Contractor's or any of its agents, servants and/or employees' negligent or intentional acts, and/or failure to act in the performance of this Agreement. Neither acceptance of the completed work, payment therefore or termination or expiration of this Agreement shall release Contractor of its obligation under this paragraph.

In the event of any proceeding (suit, claim, or action) against City arising from allegations that the hardware, software, or services, or part thereof, furnished by Contractor (hereinafter "Product") infringes

on a U.S. patent, copyright, trade secret, intellectual property, or other proprietary right of any third-party, Contractor will, if such a proceeding does not result from modifications to the Product made by City use of any Product in combination with other products not furnished by Contractor, defend City's right, title, or interest in the Product, at Contractor's expense, provided City promptly notifies Contractor in writing of the allegation. Contractor shall make such defense by counsel of its own choosing, and City shall cooperate with said counsel.

In the event any Product furnished hereunder is, in Contractor's opinion, likely to or does become the subject of a claim of infringement of any duly issued patent or copyright or of any trade secrets or other intellectual property rights or other proprietary right of a third-party, Contractor may at its option and expense, procure for City the right to continue using the Product, or modify the Product to make it non-infringing but functionally the same, or replace the Product with a non-infringing equivalent.

SECTION IX - ANTI-DISCRIMINATION

A. Contractor agrees that:

1. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, national origin, ancestry or age;
2. In all solicitations or advertisements for employees, Contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (the "Commission");
3. If Contractor fails to comply with the manner in which Contractor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City;
4. If Contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, Contractor shall be deemed to have breached the present Agreement and it may be canceled, terminated or suspended, in whole or in part, by the City; and
5. Contractor shall include the provisions of subsections (A)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor. The provisions of this section shall not apply if:
 - a. Contractor employs fewer than four employees during the term of such contract; or
 - b. If Contractor contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City.

B. Contractor further agrees that Contractor shall abide by the Kansas Age Discrimination In

Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision in the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

SECTION X - PROHIBITION AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any person, firm, or corporation, other than a bona fide employee working solely for Contractor, to solicit or secure the awarding of this Agreement based upon an arrangement that the person, firm or corporation would receive any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award of this Agreement for the breach or violation of the foregoing provision, the City shall have the right to terminate the Agreement without liability and, at its discretion to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

SECTION XI - APPLICABLE LAW, NONWAIVER

This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Kansas. The waiver of or failure to enforce any term or condition of this Agreement shall not be construed as a waiver of any other term or condition. If any provision is held to be unenforceable by a court or other tribunal, the enforceability of the other provisions shall not be affected.

SECTION XII – AGREEMENT TERM

The term of this Agreement shall commence on the date above first written and shall continue in force through the five (5) year warranty and hardware and software support period required by the RFP (the Initial Term). The Agreement may be extended beyond the Initial Term on an annual basis by written Agreement of the parties to contemplate maintenance beyond the five (5) year maintenance period contemplated herein (the “Renewal Term(s)”). The Parties understand and agree that the cost of maintenance during any Renewal Term will not be more than ten (10%) over the cost of maintenance paid by the City in the preceding twelve (12) month period.

SECTION XIII – SUBCONTRACTORS

Contractor shall not subcontract any of the work or services required by this Agreement without the prior written approval of the City. Should Contractor request and the City agree to work being subcontracted, Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by said subcontractors, as Contractor is for the acts and omissions of the persons it directly employs.

SECTION XIV - INSURANCE REQUIREMENTS

- a. General –

Contractor shall secure and maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in at least such amounts as required herein. Contractor shall provide certificates of insurance and renewals thereof on forms provided or approved by the City. The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the Certificate.

b. General Liability –

The Commercial General Liability insurance coverage that is to be provided by Contractor shall provide coverage for bodily injury and physical damage caused by Contractor while performing the Agreement.

COMMERCIAL GENERAL LIABILITY POLICY

(Complete Certificate “Form B” or equivalent Acord form)

General Aggregate:	\$ 500,000
Products-Completed Operations Aggregate:	\$ 500,000
Personal & Advertising Injury:	\$ 500,000
Each Occurrence:	\$ 500,000

Policy must include the City as an additional insured.

c. Automobile Liability –

Policy shall protect Contractor against claims for bodily injury and/or property damage arising from the ownership or use of all owned, if any, and hired and/or non-owned vehicles and must include protection for either:

A. Any Auto

OR

B. All Owned Autos, if any:
Hired Autos; and
Non-Owned Autos.

Limits of liability protection required are \$500,000 combined single limit.

d. Workers’ Compensation and Employer’s Liability –

This insurance shall protect Contractor against all claims under applicable state Workers’ Compensation laws. Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers’ Compensation law. The policy shall include liability limits not less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

e. Industry Ratings –

The City will only accept coverage from an insurance carrier who offers proof that it:

- A. Is licensed to do business in the State of Kansas;
- B. Carries a Best's policy holder rating of A- or better; and
- C. Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and Contractor.

f. Subcontractors Insurance –

If a part of the Agreement is to be sublet, the Contractor shall either:

- 1. Cover all subcontractors in its insurance policies if allowed to by Contractor's insurance carrier, or
- 2. Require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss as and in the minimum amounts designated.
- 3. Whichever option is chosen, Contractor shall indemnify and hold harmless the City as to any and all damages, claims or losses, including attorney's fees, for bodily injury, physical property damage and/or death that arises out of a subcontractor's or any of its agents, servants, and/or employees' negligent acts, and or failure to act in the performance of this Agreement arising out of the acts or omissions of its subcontractors.

g. Professional Liability Insurance –

This insurance shall protect the Contractor against claims for damage arising from the work performed by Contractor as specified in Section I. The limits of protection shall be \$1 million.

SECTION XV – ADJUSTMENT TO CONTRACT TERMS

Changes to the terms of this Agreement may be made only in writing and must be approved by the City and Contractor. Should a decision be made to amend the terms of this Agreement, the City and Contractor

must mutually agree in writing to the amended terms.

SECTION XVI – CASH BASIS LAW

The City is obligated only to make payments under this Agreement as may be lawfully made from funds budgeted and appropriated for the purposes as set forth in this Agreement during the City's current budget year. In the event the City does not so budget and appropriate the funds, the parties acknowledge and agree that they shall be relieved from all obligations, without penalty, under this Agreement.

SECTION XVII - SEVERABILITY CLAUSE

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

SECTION XVIII - EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officials on the day and year first above written.

City of Overland Park, Kansas

Carl Gerlach, Mayor

ATTEST:

Marian Cook, City Clerk

APPROVED AS TO FORM:

Tammy M. Owens
Deputy City Attorney

eTrak-plus

Kevin Walsh
Chief Executive Officer

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 201____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ eTrak-Plus, an Enterprise Fund duly organized, incorporated and existing under and by virtue of the laws of _____; who is personally known to me to be the same person who executed as such officer the within instrument on behalf of said Enterprise Fund, and such person duly acknowledged the execution of the same to be the act and deed of said Enterprise Fund.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires:

Exhibit A - Scope of Services

Introduction

The following scope of services provides the detailed tasks and deliverables associated with the implementation of eTrak-plus for the City of Overland Park, Kansas. The eTrak-plus solution will be implemented using a 3-phased approach for the eTrak-plus implementation. Phase 1 will include the following:

PHASE I - September 8-26, 2014

1. Signed Agreement
2. SOW/SOS Finalized
3. Team Introductions
4. Strategy Call
5. Site Visit & 1st Initial Training (9/22-26/2014)
 - a. Day 1 (9am to 5pm)
 - i. ½ day visit to centers and key facilities
 - ii. ¼ day with IT/IS
 - iii. ¼ day with Finance
 - b. Day 2 (9am to 5pm)
 - i. ¼ day observation (front desk interaction with clients/constituents)
 - ii. 10am – 5 pm 1st Training
 1. Operator training (for administrators)
 2. Item set-up 1st session
 - a. Build items
 - b. Clone items
 - c. Build fee rules
 - d. Determine/manage class schedules
 - c. Day 3 (9am to 5pm)
 - i. Item set-up 2nd session
 1. Build items (review)
 2. Clone items (review)
 3. Build fee rules (review)
 4. Confirm/manage class schedules
 - ii. Tree (menu) set-up
 1. Operator Tree (menu)
 2. Internet Tree
 3. Drag, drop and manage (within the tree/menu)
 4. NEVER DESTROY THE TREE – Discussion

PHASE II – September 29-October 30, 2014

1. eTrak-plus will migrate (specific) Overland Park data.
2. eTrak-plus will build (approximately 65%) of all items and facilities (remaining used for training)

- purposes).
3. eTrak-plus will introduce remaining data to be entered into the Overland Park account.
 4. eTrak-plus and Overland Park will collectively test all converted (and new data entered by the eTrak-plus team) data to ensure that the logic, fees and quality of the data is completely accurate. Testing is most successful when client tests random data samples to ensure that the data is empirical at all levels.
 5. eTrak-plus and the Overland Park teams will test the items and facilities that are built against the fee rules entered by the collective teams (with the input of the Overland Park team).
 6. eTrak-plus will implement and test the new credit card processor account (and gateway).
 7. Mirror existing daily (crucial) reports currently in use today and introduce all eTrak-plus reports that will replace (or mirror) other existing reports that are not used ad hoc.
 8. Overland Park IT/IS will ensure that all necessary ports are open and available (port #'s: 8997, 8443 (test server), 443 (standard https:// port)).
 9. eTrak-plus and Overland Park will perform final testing of the credit processor account that has been set-up (typically performed on-site by members of both staff, entering a charge, a void, and a refund and then running associated reports to ensure that the applicable action was successful and that the associated reports correctly identify the action).
 10. Joint eTrak-plus and Overland Park team effort of final testing of any/all corrected (migrated) data.
 11. Schedule weekly Webex calls to include computer set up and other on-going trainings/topics as needed
 - a. eTrak-plus will cover computer set-up
 - i. adding computers to the eTrak-plus network
 - ii. removing computers from the eTrak-plus network
 - iii. creating keys to be used
 - iv. setting up user names and passwords
 12. On-site training - 2nd training session (10/27-30/2014)
 - a. One-on-one trainings with key departments and department managers
 - b. "break-out" sessions key team members (finance, etc.)

PHASE III (Final Training, Go 'Live') November 3-21, 2014

1. On-site training - 3rd training session (11/17-19/2014)
 - a. High level review of knowledge transfer and retention (update as necessary)
 - b. Operator training (2 to 3 sessions)
 - c. 'one-on-one' sessions with SME's
2. Last final test to confirm credit card account is again tested through to completion.
3. Last final test of any/all previously corrected data.
4. Cut over all final operations and data entry to eTrak-plus.
5. Overland Park team will proceed with normal daily operations through eTrak-plus (with eTrak-plus staff on-site) and troubleshoot correct any issues that may arise.
6. eTrak-plus team will be on-site to work with Overland Park team and will serve 'point' on all problem-resolution and troubleshooting needs (11/20-21/2014)

During each of the phases shown above, we have incorporated an approach whereby implementation proceeds from an eTrak-plus introduction to the final 'go live' phase. There are many steps and many

deliverables/tasks along the way, for both teams.

To facilitate this approach, the scope of services is structured and detailed in a 'Task' format below as follows:

- **Task 1: Project Management** –Project leadership, status reporting, deployment planning, and risk management.
- **Task 2: Back Office Set up and Data Management**–Configuration of eTrak-plus on work stations, begin account/personnel setup, preparation for and support with data migration, product configuration, and determine/schedule weekly conference call.
- **Task 3: Phase I Site Visit** –On-site visit with Overland Park team to visit key facilities and parks, discuss needs with key staff and observe day-to-day operations.
- **Task 4: Phase I Initial Training**–Training targeted towards Administrators to understand how eTrak-plus functions, to provide a base knowledge for future training and to allow Administrators to begin the question and answer phase.
- **Task 5: Phase II Back-End Set up and Configuration** –Complete migration of data, test migration of data, create items, create facilities, set up menu and personnel work records.
- **Task 6: Phase II –Weekly Webex Training** –Schedule and conduct weekly (or as needed) webex's with the Overland Park and eTrak-plus Team to be continued through and past the 'Go Live' date.
- **Task 7: Phase II 2nd Administrator Training** –Training targeted towards Administrator on item set up, facility set up/management, question and answer sessions.
- **Task 8: Phase III Final Training**–Training targeted towards all user-levels (to include operators and administrators). Will test and review all aspects before final cut-off and 'go live.'
- **Task 9: Phase III Go Live** –eTrak-plus team will be on-site for 'Go Live.'
- **Task 10: Phase III Post 'Go Live'** –Post 'Go-Live' support will continue with weekly scheduled webex/conference calls and regular support calls as needed.

Each of the tasks above is outlined in the following sections containing detailed deliverables to be provided to the city by eTrak-plus, city responsibilities, and general assumptions used in developing project costs associated with this scope of services.

General Assumptions

- Any tasks or deliverables that is not explicitly stated in the below scope of services will be considered out of scope and therefore not part of the city's implementation unless mutually agreed upon via formal change control process.
 - This process will start with an email notification to the eTrak-plus Project Manager (with Jerry Plybon in cc jerry@etrak-plus.com)
- All documents will be provided in a Google format (Google Docs, Google Spreadsheets, and/or Google Presentations).
- City reserves the right to video record any and all training sessions (at city's own expense) for repeat and on-going future training of city personnel.
- Any deliverables indicated as a maximum number of hours will be documented on accompanying invoices with scope of work task number, date, name of person providing hours, and total hours provided by that person on that date, for a specific group of tasks.

- Tasks below are detailed in groups. Each (group of tasks) are detailed with the following:
 - Detailed list of bulleted line items to be completed.
 - eTrak-plus ‘deliverables’
 - Overland Park (city) ‘deliverables’ or ‘tasks’
 - Key assumptions

Task 1: Project Management

The assigned project managers and other key staff for this project are as follows:

eTrack-plus Project Manager	City Project Manager
Rachel Ebaugh 1095 Playground Road Charleston, SC 29407 Tel: 877-513-8725 rachel@etrak-plus.com	Bryan Dickerson 8500 Antioch Road Overland Park, KS 66212 Tel: 913-895-6062 bryan.dickerson@opkansas.org
Technical Lead & Support Liaison	Recreation Services Lead
Juanita Hickman 8500 Antioch Road Overland Park, KS 66212 Tel: 913-895-6067 juanita.hickman@opkansas.org	Bryan Toben 8101 Marty Street Overland Park, KS 66204 Tel: 913-344-8686 bryan.toben@opkansas.org
Training / Communications Lead	Finance Lead
Joyce Agre 8101 Marty Street Overland Park, KS 66204 Tel: 913-895-6387 joyce.agre@opkansas.org	Janice Meier 8500 Santa Fe Drive Overland Park, KS 66212 Tel: 913-895-6166 janice.meier@opkansas.org

Project Managers will provide oversight and direction of the entire implementation process. eTrak-plus will create a shared folder to facilitate collaboration between all project team members. All project documents and deliverables identified in this scope of services will be housed within this folder. This will specifically include the Project Management Plan document, the Project Schedule and Action Items Spreadsheet.

The Project Management Plan document will be a living document and will be continuously updated

throughout the course of the project. eTrak-plus will prepare a draft version which will be reviewed by the Overland Park Project Manager. With feedback and changes from the Overland Park Project Manager noted and updated, the document will be considered final from a deliverable standpoint but may continue to be updated with relevant project information and/or changes as the implementation progresses (as long as the updates are within the SOS previously agreed. It is IMPORTANT to note that changes outside of the SOS previously agreed may add additional time and fees to the project). The Project Plan will contain the following information:

- Key members of the project team(s) and associated roles and responsibilities
- Mutually accepted clarification on or changes to the implementation Scope of Services
- Kick-off call that will determine project schedule to identify tasks, sub-tasks, task holders, task dependencies, and estimated durations for each task and sub-task.
- Action Items spreadsheet identifying action item, associated scope of work task, responsible party, and due date.
- Communication protocols for project team (e.g. who will prepare and receive status reports, persons authorized to propose and accept/reject changes in scope or fee, add items to the issue/risk register, etc.)
- Sample invoice, required invoice supporting information, and general invoicing procedures
- Provide any necessary data for migration

Prior to beginning the implementation of the parks & recreation management solution, eTrak-plus will create an account within the eTrak-plus service. The account will allow eTrak-plus to migrate some of the agreed upon existing Overland Park data into the eTrak-plus account created for the city.

eTrak-plus Deliverables

- Kick-Off/Strategy call with key department heads
- Training agenda
- Provide draft of Project Schedule
- Create and manage shared dropbox folder
- Action Items spreadsheet
- Provide Issues/Risk Register spreadsheet identifying item, associated scope of work task, type (severity level) and mitigation strategy.
- A weekly project status call will be scheduled to discuss the following:
 - Tasks and activities completed during reporting period
 - Tasks and activities planned for upcoming reporting period
 - New issues or challenges the project team should be aware of (and should be logged in the corresponding issues register)
 - Outstanding action items for all project team members

City Responsibilities

- Identify and assign persons for the following roles/responsibilities:
 - City Project Manager
 - Technical Lead

- Finance Lead
- Recreation Services Lead
- Training / Communications Lead
- Support Liaison
- Review and provide feedback on Project Management Plan
- Review and provide feedback on Project Schedule
- Participate in update and monitoring of Action Items spreadsheet
- Participate in update and monitoring of Issues & Risk Register spreadsheet
- Review and provide comments on weekly project status emails
- Manage staff schedules and facility availability for the eTrak-plus initial site visit and 1st initial training (Phase I)
- Manage staff schedules and facility availability for the 2nd eTrak-plus site visit and 2nd training for Administrators (Phase II)

Key Assumptions

- Overland Park will ensure complete and prompt availability for employees that will be trained. Employees to be trained should refrain from multi-tasking (email, texting, etc.) and will need to remain in training for the entire duration of the training.

Task 2: Back Office Setup & Data Migration

This task will focus on the configuration of the various back-office components and network communication necessary to facilitate successful implementation of the eTrak-plus solution. The eTrak-plus team will work with city personnel on the installation, configuration, testing, and setup of the following:

- Identification of key technical skills necessary for end-users to be successful
- Identification of the end-user types that will use eTrak-plus
- Set up and load eTrak-plus on necessary computers
- Credit card processor set up and completion
- Secure and manage data migration
- Create training drafts for review
- Set up user groups and permission levels
- Review all requested reports
- GIS database information

eTrak-plus Deliverables

- Draft and Finalized Site Visit Schedule.
- Draft and finalize 1st, 2nd and 3rd training agendas.
- Successful installation, configuration of eTrak-plus on required machines.
- Upload GIS data for person records.
- Create user id/passwords and permission levels for key members of the Overland Park Team.
- Secure credit card processor information for installation. eTrak-plus can introduce a processor

that we've had a great deal of success with our clients.

City Responsibilities

- Review and provide feedback on Site Visit and Training Agenda documents.
- Provide access to data for data migration.
- Provide data for GIS information for city of Overland Park Residents.
- IT/IS access and availability for successful installation and configuration of computers.
- Provide list of each employee to be involved in training, their permission level, job title, email address and phone number.

Key Assumptions

- None

Task 3: Phase I Site Visit

This task will focus the observation of the Overland Park day-to-day operations. The eTrak-plus team will review key facilities and sites. The goal is to be able to set up eTrak-plus using best practices by understanding how Overland Park operates. Some of the key points of the site visit:

- Visit key facilities and parks throughout the City
- Communicate and observe key front desk staff of facilities and parks throughout the City
- Discussion with Finance to determine specific needs within their department
- Discussion with IT/IS to determine specific needs within their department
- Determine how cash drawers and shifts are handled at each facility
- Determine needs for triggering cash drawers or turnstiles

Once all we have observed the Overland Park facilities we will be able to understand how to set up global information for which eTrak-plus to behave.

eTrak-plus Deliverables

- Coordination with city personnel to provide schedule with staff and appropriate facilities
- Provide ½ day of site/facility visitation
- Provide ¼ day with IT/IS key department members
- Provide ¼ day with Finance key department membership
- Provide ¼ day observing and discussing issues with Front Desk/Membership Access Managers

City Responsibilities

- Schedule staff, provide facilities for and participate in on-site visit as necessary

Key Assumptions

- City of Overland park will determine which facilities/parks are the most important to visit/observe to understand daily operations.

Task 4: Phase I Initial Training

This task will focus on the training of city Administrators (power users). Administrators are typically your program coordinators, managers and directors. Initial training will be an introduction to Administrators of the eTrak-plus back-end, providing each with a 30k foot overview of the back-end capabilities so they might better understand simplicity of the eTrak-plus system and its processes. We begin with Operator/Front Desk training so users can see how programs look and act after they have been created on the back-end. During Operator training, Administrators will be shown how to:

- Find, create and clone a person
- Create families
- Register a person and/or organization for a program/class
- View the calendar
- Make a reservation
- View a person's history.
- Reprint receipts
- Void a receipt

The second part of initial Administrator training is basic Item Set-up and understanding/building of Overland Park Trees (Menus). This item setup training is minimalistic in design so that new users are not overwhelmed with the program. The design is to give users a basic knowledge of how eTrak-plus operates in order to engage their brains on how to organize their programs. In basic administrator set up Administrators will be shown how to:

- Find, Create and clone an item (POS, Instructional item types).
- Understand the difference between an item and a section.
- Schedule space for an item.
- Create trees, categories and basic tree design.

eTrak-plus Responsibilities

- Prepare training schedule and agenda for users.
- Provide 14 hours of on-site training.

City Responsibilities

- Schedule with staff, provide facilities for and attend Phase I initial Administration Training.

Key Assumptions

- Access to internet without restrictions on ports (#8997, 8443, 443)
- Computers within training room will be setup with eTrak-plus prior to training beginning
- AV equipment is applicable with VGA and HDMI connections

Task 5: Phase II Backend Setup and Configuration

After the initial site visit and training, eTrak-plus will be able to determine how the back-end should be set up in regards to Cash Drawers, Operator Shifts, and Tree set-up. etrak-plus will complete the data migration of person records and family members. The process to convert membership records will be started. Etrak-plus team will create a percentage of items (some items will not be created because these are used in the training process) and will create all facilities but will set up a percentage of reservation and fee rules (some reservation and fee rules will not be created because these are used in the training process)

- Set up a percentage of items
- Create facilities (Relationships to other facilities)
- Set up Cash Drawers, Shifts
- Migrate Data (Person record, Family Records)

eTrak-plus Deliverables

- Migrate data
- Create cash drawers and shifts applicable to Overland Park operations
- Create a percentage of items and facilities
- Test and finalize credit card processor (charge, void, refund back to card)

City Responsibilities

- Review migrated data (multiple times as needed) for corrections and confirmation of accuracy
- Provide eTrak-plus team with clarification on fee rules, facility relationships as needed during the set up process

Key Assumptions

- Data migration is never 100% accurate. There will be several times back and forth between teams to get the best possible accuracy on migrated data.

Task 6: Phase II –Weekly Webex Training

Throughout the project management process the eTrak-plus team member(s) will have a scheduled weekly conference call or webex with the key members of the Overland Park Recreation Software

implementation team. These calls will be used to review Action Item Documents, Issue/Risk Manager Document as well as discuss any issues that come up along the process. The weekly calls will continue to and through the Go Live date. The Overland Park team also has unlimited access to the 24/7 Technical Support line. Weekly Webex calls/trainings will include the following:

- Review Action Item, Issue/Risk Manager Documentation
- Review Project Management Documentation
- Trainings/Review on topics from prior or upcoming trainings
- General discussion on best practices for Overland Park operations

eTrak-plus Deliverables

- Work with Overland Park staff to confirm day/time for 1 to 2 hour weekly webex strategy calls

City Responsibilities

- Schedule staff and participate in weekly webex training

Key Assumptions

- None

Task 7: Phase II 2nd Administrator Training

Task 7 is a very in-depth training for Administrators. This training will last approximately 4 days. Administrators will gain a detailed understanding of:

- Item Setup (point of sale, instructional, membership, reservation, leagues, lessons),
- League Scheduling
- Instructor Payment
- Facility Set up (Fee rules, reservation rules, permit set up, approvals)
- Rolling Sections
- Explorer and Tree management
- Membership Management
- Email/Text Marketing
- Online (end-user) set up

eTrak-plus Deliverables

- Coordination with city personnel on appropriate staff to be present during training.
- Provide detailed training agenda for Administrators
- Provide 4 days of on-site training

City Responsibilities

- Schedule with staff, provide facilities for and attend Phase I initial Administration Training.

Key Assumptions

- Access to internet without restrictions on ports (#8997, 8443, 443)
- Computers within training room will be setup with eTrak-plus prior to training beginning
- AV equipment is applicable with HDMI connection

Task 8: Phase III Final Training

In Task 8, the city's Front Desk Operator Staff will be trained. We will have 2-3 trainings (in the evenings when necessary) for Front Desk Staff. During Operator training, Front desk staff will be shown how to:

- Find, create and clone a person
- Create families
- Register a person and/or organization for a program/class
- View the calendar
- Make a reservation
- View a person's history.
- Reprint receipts (if permission allows)
- Void a receipt (if permission allows)

Administrators will use this training time as a final review of programs, facilities, etc. This is a time for final testing and question/answer before the 'go live.' Administrators will review and turn on reports. This time is also reserved for training on any application that the team did not have sufficient time for in previous trainings.

eTrak-plus Deliverables

- Prepare, per Training Plan, instructor led course for Phase 2 Operator and Administrator Training
- 3 days of on-site Administrator/Operator Training
- Final test of credit card processor

City Responsibilities

- Develop internal schedule with key staff to be trained to ensure that they are available and clear of any responsibilities during training. This level of training requires complete focus and the maximum information retention.
- Provide a scribe for notes if necessary and/or city staff can record all trainings for future use and knowledge transfer.
- Arrange and provide adequate and sufficient training space in a facility conducive for a learning

environment (no disruptions, intermingling with other parties not involved in training, multi-tasking, etc.) provide facilities for and attend Phase 2 Operator and Administrator Training

Key Assumptions

- The tentative training agenda will be finalized prior to this final training. For the advantage of key City and Parks & Recreation team members the training may be altered and tweaked as necessary to ensure key personnel ('power users' T-3 Trainers, etc.) are equipped with the in-depth and detailed system knowledge that would allow each to internal SME's (subject matter experts).

Task 9: Phase III Go Live

The city will cut-off from the current recreation software provider and switch-over to eTrak-plus. All users (in-house and online) will register with eTrak-plus. etrak-plus team members will be on-site for the 'Go Live' to trouble-shoot any issues that arise.

eTrak-plus Deliverables

- Be on-site for (2) day during 'Go-Live'
- Trouble-shoot any issues that arise with the eTrak-plus development/support team
- Review and manage issue/risk manager document to include any new issues that arose and were unresolved at 'Go-Live'

City Responsibilities

- Schedule cut-over date with staff and prepare for implementation and 'go live'.
- City staff should reevaluate current SOP's (standard operating procedure) and how these will change with eTrak-plus. The City of Overland Park has created a number of work-around's to accomplish specific tasks in the current system that will no longer be necessary with eTrak-plus so we like to encourage new clients to brainstorm and update their processes in advance of 'go live'.

Key Assumptions

- eTrak-plus will be on-site for 'Go Live' for a maximum of 2 days. If the Overland Park team feels this is not enough time after the initial go live, this can be reviewed with key staff members.

Task 10: Phase III Post 'Go Live'

The city will continue weekly webex trainings and conference calls until the team is comfortable with daily operations. The city has unlimited 24/7 access to the Support Number at 877-513-8725.

eTrak-plus Deliverables

- Continued management of any remaining Issue/Risk management items on the document
- Completion of all action items

City Responsibilities

- We will be asking for feedback from the Overland Park staff regarding our support staff and if our team is performing at 110% at all times. In any partnership that eTrak-plus engages, this interaction is critical to the success of the project and we appreciate any time committed to providing this feedback to eTrak-plus.

Key Assumptions

- None currently

Exhibit B - Pricing & Payment Terms

Software & Services Fee Schedule

Item	Description	Item Cost
1	Year 1 eTrak-plus Software Acquisition and Implementation Services	\$55,000.00
2	Years 2 - 5 Maintenance & Support at \$10,000.00 annually and renewed at city's discretion.*	\$40,000.00
	SOFTWARE, IMPLEMENTATION SERVICES, & MAINTENANCE COSTS	\$95,000.00

**Annual maintenance and support will be renewed at the city's discretion beginning in Year 2 while adhering to the license terms and conditions of eTrak-plus.*

Travel Costs

All travel costs for this engagement have been included in Year 1 eTrak-plus Software Acquisition and Implementation Services fee detailed above and per the deliverables and assumptions described in Exhibit A.

Invoicing and Payment Terms

The city will be invoiced upon acceptance of contract deliverables identified in Exhibit A as described herein and in accordance with the payment milestones outlined in the table below:

Payment Milestone	Description	Invoice Amount
1	Contract Signing and Notice to Proceed	\$5,500.00
2	Completion and city acceptance of Project Management Plan, Tasks 2, 3, and 4 contract deliverables	\$11,000.00
3	Completion and city acceptance of Tasks 5, 6, and 7 contract deliverables	\$5,500.00
4	Completion and city acceptance of Task 8 contract deliverables	\$16,500.00
5	Completed implementation and successful completion of 30-day post-go live period.	\$16,500.00
	INVOICE TOTALS	\$55,000.00

eTrak-plus will invoice the city directly for these costs with a payment term of Net 30 Days from invoice date. The city agrees to pay eTrak-plus within 30 days of invoicing. The city shall provide a valid purchase order (PO) within 10 days of SOW acceptance. All project costs are billed as fixed fee.

Exhibit C - RFP

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Exhibit D - RFP Response from e-Track Plus

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