

# Order your copy of the UPOC today!

Published by the League of Kansas Municipalities since 1980, the Uniform Public Offense Code (UPOC) contains approximately 100 public offenses which can be adjudicated in municipal court. While many of the provisions parallel state law, the UPOC also contains offenses that are frequently only enforced within cities. **Whether or not your city has incorporated previous editions of the UPOC, the new edition may be adopted by the publication of a single ordinance.**

**Electronic copies will be provided in .pdf format only and are subject to the conditions of the licensing agreement which is reprinted on the back of this form.**

**The following represents the changes in the UPOC from the 2010 edition to the 2011 edition:**

- Section 3.3 Assault and Assault of a Law Enforcement Officer.
- Section 3.12 Breach of Privacy.
- Section 6.1 Theft.
- Section 6.24 Unlawfully Selling Scrap Metal.
- Section 6.25 Unlawfully Buying Scrap Metal.
- Section 9.2 Unlawful Assembly; Remaining at an Unlawful Assembly.
- Section 9.5 Maintaining or Permitting a Public Nuisance.
- Section 9.10 Harassment by Telecommunications Device.



**\*A manual explaining the procedures for incorporating the UPOC by reference is included with each order.**

**Please choose from the following four alternatives:**

- **Hard Copy Edition.** Please send me \_\_\_\_ copies of the UPOC in hard copy edition.

# copies	\$ per copy	
1-4	\$7.50	
5-10	\$7.00	
11-30	\$6.50	
over 30	\$6.00	<b>*Total</b> _____

- **Website Edition.** Please send me an electronic version of the UPOC so that we may place it on the city's website. (Note: this use of the UPOC is subject to the receipt of a 12-month licensing agreement)

Cost: \$50 **\*Total** \_\_\_\_\_

- **Individual User Edition.** Please send an electronic version of the UPOC for \_\_\_\_ individual users. This version may be placed on a server and utilized by a number of city personnel or uploaded to personal data systems. (Note: this use of the UPOC is subject to the receipt of a 12-month licensing agreement)

# users	\$ per user	
1-4	\$7.50	
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11-30	\$6.50	
over 30	\$6.00	<b>*Total</b> _____

- **Combination Electronic and Hard Copy Edition.** Please send \_\_\_\_ hard copy/electronic editions of the UPOC. This option enables a city to provide both a hard copy and an electronic copy to a certain number of users. (Note: this use of the UPOC is subject to the receipt of a 12-month licensing agreement)

# users	\$ per user	
1-4	\$10.75	
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11-30	\$9.25	
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## Order Form

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

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**Please note that the above prices do not include shipping and handling, or applicable sales tax.**

**Please send this form to:**  
 League of Kansas Municipalities  
 300 SW 8th Avenue, Suite 100  
 Topeka, KS 66603-3951  
**Or Fax:** (785) 354-4186

### Payment

Please send no money now! In order receive accurate payment, including the addition of proper shipping and handling expenses and applicable sales tax, the League will invoice you for your purchases.

### Questions?

Contact the League office at (785) 354-9565 or visit our website at [www.lkm.org](http://www.lkm.org).

# UNIFORM PUBLIC OFFENSE CODE LICENSING AGREEMENT

This License Agreement is between the League of Kansas Municipalities (LKM), 300 SW 8<sup>th</sup> Avenue, Suite 100, Topeka, Kansas, 66603-3951 and the City of \_\_\_\_\_ (City).

This Agreement sets forth the terms and conditions applicable to the City's access to, and use of, the Uniform Public Offense Code (UPOC) in electronic format as edited and published by LKM. **By receipt of the electronic version of the UPOC, City agrees to the terms set forth herein.** LKM publishes this ordinance for use by the City in law enforcement and contemplates that the City may amend the document as appropriate for the needs of the City. Nothing in this agreement shall impair the City's right to adopt any or all of the UPOC by ordinance and to change any sections deemed advisable by the City. The attached pricing sheet is hereby incorporated as a part of this Agreement.

**1. TERM.** This Agreement shall be effective for one year commencing July 1, 2011 and ending on June 30, 2012. In the event the City has not received its 2011 edition of the UPOC by June 30, 2011, it may continue to use the electronic version of the UPOC until the 2011 edition arrives, if the City's order is received by LKM before June 30, 2011. In the absence of such extension, at the end of the one-year term no continued use may be made of the electronic version of the 2010 UPOC.

**2. COPYRIGHT.** The UPOC contains proprietary material of LKM that is protected by copyright and other laws respecting proprietary rights. City may use the electronic version of the UPOC only as permitted in this agreement.

**3. PERMITTED USES.** Pursuant to the attached pricing sheet and subject to such payment, the following uses shall be permitted under this Agreement:

- a. Upload the electronic version of the UPOC on the City's official website, subject to purchase of the website option.
- b. Download the electronic version of the UPOC on individual computers located in patrol vehicles of law enforcement officers or load on the City's server for access by law enforcement officers in City patrol vehicles, subject to purchase of the individual user option.
- c. Merge the electronic text with the City's amendments as well as with other ordinances and codes. In the event the City amends or modifies the UPOC, such document shall be titled *2011 Uniform Public Offense Code for Kansas Cities as modified by the City of \_\_\_\_\_*.
- d. Make copies of UPOC individual sections for use by any City employee or member of the public.

#### **4. PROHIBITED USES.**

- a. Loading the electronic version of the UPOC on any computer for which the City has not paid for the right.
- b. Continuing to use the electronic version of the UPOC after the term of this agreement expires.
- c. Use of the electronic version of the UPOC to update for future years without entering into a subsequent licensing agreement with LKM.
- d. Sale or transmission of the UPOC to any third party for any reason.
- e. Reproducing copies of the UPOC.