



**The City of Lee's Summit**  
**Final Agenda**  
**Finance and Budget Committee**

Tuesday, July 9, 2019  
4:00 PM  
City Council Chambers  
City Hall  
220 SE Green Street  
Lee's Summit, MO 64063

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1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Action Letter
  - A. [2019-2814](#) Approval of the Action Letter from May 20, 2019.
5. Public Comments
6. Business
  - A. [TMP-1258](#) An Ordinance approving an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Parks and Recreation Board, and the Lee's Summit R-7 School District outlining the Mutual Sheltering and Reunification Agreement for the Great Beginnings Early Childhood Center and Legacy Park Community Center for the 2019-2020 School Year.  
  
*Presenter:* Jackie McCormick Heanue, Superintendent of Legal Services & Human Resources - Lee's Summit Parks and Recreation
  - B. [TMP-1285](#) An Ordinance Approving the Award of RFP No. 2019-071 for the Emergency Dispatch Center Performance Audit to Mission Critical Partners LLC for an Amount not to exceed \$53,500.00 and Authorizing the City Manager to execute the same by and on behalf of the City.  
  
*Presenter:* Dan Manley, Acting Fire Chief  
Travis Forbes, Chief of Police
  - C. [TMP-1295](#) An Ordinance approving the Second Amendment to the FDM Software Support and Maintenance Agreement to extend the term of the Agreement for five years and updating other terms and authorizing the City Manager to Execute the same by and on behalf of the City  
  
*Presenter:* Stephen L. Marsh, Chief Technology Officer
  - D. [2019-2906](#) Presentation of the planned award of RFP 2019-062 Banking Services.  
  
*Presenter:* Bette Wordelman, Finance Director

- E. [2019-2890](#) Presentation of the FY19 May General Fund Financial Dashboards.

**Presenter:** Chris Clubine, Management Analyst

7. Roundtable

8. Adjournment

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## Packet Information

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**File #:** 2019-2814, **Version:** 1

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Approval of the Action Letter from May 20, 2019.

**The City of Lee's Summit**  
**Action Letter**  
**Finance and Budget Committee**

Monday, May 20, 2019

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. Call to Order

Chairman Johnson called the May 20, 2019 Finance and Budget Committee meeting to order at 5:33 p.m.

2. Roll Call

**Present:** 3 - Councilmember Phyllis Edson  
Chairperson Bob Johnson  
Councilmember Trish Carlyle

**Absent:** 1 - Vice Chair Beto Lopez

3. Approval of Agenda

Chairman Johnson moved the Proposed Ordinances to before the Presentations and Discussion items.

**A motion was made by Councilmember Edson, seconded by Councilmember Carlyle, to approve the agenda as amended by Chairman Johnson. The motion carried by a unanimous 3-0 vote (Mayor Pro Tem Lopez "Absent").**

5. Public Comments

There were no public comments.

4. Approval of Action Letter

- A. [2019-2767](#) Approval of the Action Letters from March 13th, April 8th, 18th, 22nd, and 29th, 2019

**ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Carlyle, to approve the Action Letters dated March 13, April 8, 18, 22 and 29, 2019. The motion carried by a unanimous 3-0 vote (Mayor Pro Tem Lopez "Absent").**

6. Business

- D. [TMP-1196](#) An Ordinance approving a renewal and amendment to services being offered in the Fixed Base Operator Agreement between Rebel Aviation Inc. (Hereinafter "Operator") and the City of Lee's Summit, Missouri (Hereinafter "City") and authorizing the City Manager to execute the same by and on behalf of the City. (BOAC 4-8-19) (F&BC 5-20-19)

Finance and Budget Committee

Action Letter

May 20, 2019

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**ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Mayor Pro Tem Lopez "Absent").**

- E. [TMP-1226](#) An Ordinance amending Section 1, Procurement Definitions, and Section 2, Authority and Enforcement, of the City of Lee's Summit Procurement Policy Manual. (F&BC 5-20-19)

**ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Carlyle, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Mayor Pro Tem Lopez "Absent").**

- F. [TMP-1227](#) An Ordinance authorizing the execution of the 2019 Combat Drug Commission DARE Agreement by and between the City of Lee's Summit, Missouri and Jackson County, Missouri. (F&BC 5-20-19)

**ACTION: A motion was made by Councilmember Carlyle, seconded by Councilmember Edson, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Mayor Pro Tem Lopez "Absent").**

- G. [TMP-1239](#) An Ordinance approving and authorizing the execution an addendum to a memorandum of understanding between the Kansas Bureau of Investigation and the City of Lee's Summit, Missouri for the use of additional funding from Midwest High Intensity Drug Trafficking Area Award Funds.

**ACTION: A motion was made by Councilmember Edson, seconded by Councilmember Carlyle, that this Ordinance be recommended for approval to the City Council. The motion carried by a unanimous 3-0 vote (Mayor Pro Tem Lopez "Absent").**

- A. [2019-2772](#) Presentation of the FY19 March General Fund Financial Dashboards.

**This Presentation was received and filed.**

- B. [2019-2777](#) Presentation of Insurance Options and FY2020 Projections

**This Presentation was received and filed.**

- C. [2019-2779](#) General Fund Revenues Update: Actuals and Trends with Sales Tax and Property Taxes (PILOTs and Replacement Tax)

**This Presentation was received and filed.**

- H. [2019-2795](#) Funding for current and future operational needs

**This Discussion Item was continued to the next Finance and Budget Committee meeting.**

- I. [2019-2796](#) Discussion of purchasing lightning detection equipment for Parks use

**This Discussion Item was received and filed.**

- J. [2019-2803](#) Discussion of the Finance and Budget Committee's FY20 Budget Recommendations

**ACTION: A motion was made by Councilmember Edson, seconded by Chairperson Johnson, to recommend the City Manager's budget for approval to City Council as amended by adding \$17,500.00 for a lightening detection system at Legacy Park. The motion carried by the following vote:**

**Finance and Budget Committee**

**Action Letter**

**May 20, 2019**

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**Aye:** 2 - Councilmember Edson  
Chairperson Johnson

**Nay:** 1 - Councilmember Carlyle

**Absent:** 1 - Vice Chair Lopez

7. Roundtable

Mayor Baird spoke about the new meeting room arrangement.

8. Adjournment

There being no further business, Chairman Johnson adjourned the May 20, 2019  
Finance and Budget Committee meeting at 7:00 p.m.

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viewed on the City's Legislative Information Center website at "[lsmo.legistar.com](http://lsmo.legistar.com)"

## Packet Information

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**File #:** TMP-1258, **Version:** 1

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An Ordinance approving an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Parks and Recreation Board, and the Lee's Summit R-7 School District outlining the Mutual Sheltering and Reunification Agreement for the Great Beginnings Early Childhood Center and Legacy Park Community Center for the 2019-2020 School Year.

### Issue/Request:

An Ordinance approving an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Parks and Recreation Board, and the Lee's Summit R-7 School District outlining the Mutual Sheltering and Reunification Agreement for the Great Beginnings Early Childhood Center and Legacy Park Community Center for the 2019-2020 School Year.

### Key Issues:

- Great Beginnings Early Childhood Center facility is located immediately across the parking lot from Legacy Park Community Center
- Each year, LSPR and the R-7 School District enter into a Memorandum of Understanding that outlines the entities' agreements with respect to use of one another's facilities as sheltering sites in the event of a crisis or emergency requiring evacuation.
- Agreement includes indemnification provisions by the R-7 School District in favor of LSPR and the City of Lee's Summit.
- Agreement is re-evaluated every year and adjustments are made as appropriate.

### Proposed Committee Motion:

I move to recommend to the City Council for approval an Ordinance approving an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Parks and Recreation Board, and the Lee's Summit R-7 School District outlining the Mutual Sheltering and Reunification Agreement for the Great Beginnings Early Childhood Center and Legacy Park Community Center for the 2019-2020 School Year.

### Background:

Because the R-7 School District is a political subdivision, the Agreement between LSPR and R-7 must be approved by the governing body of City and executed by the Mayor, pursuant to relevant state law and City Charter provisions.

### Impact/Analysis:

N/A

Jackie McCormick Heanue, Superintendent of Legal Services & Human Resources - Lee's Summit Parks and Recreation

Recommendation: Staff recommends approval of an Ordinance approving an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Parks and Recreation Board and the Lee's Summit R-7 School District outlining the Mutual Sheltering and Reunification Agreement for the Great Beginnings Early Childhood Center and Legacy Park Community Center for the 2019-2020 School Year.

Committee Recommendation:



## **BILL NO. 19-**

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AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI, BY AND THROUGH THE PARKS AND RECREATION BOARD AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT OUTLINING THE MUTUAL SHELTERING AND REUNIFICATION AGREEMENT FOR THE GREAT BEGINNINGS EARLY CHILDHOOD CENTER AND LEGACY PARK COMMUNITY CENTER FOR THE 2019-2020 SCHOOL YEAR.

WHEREAS, the City of Lee's Summit is a constitutional charter City, organized and existing under the laws of the State of Missouri (hereinafter "City"); and,

WHEREAS, the Lee's Summit Parks and Recreation Board (hereinafter "the Board") is empowered, pursuant to the Charter of the City of Lee's Summit, with the control of the supervision, improvement, care and custody of parks and recreation activities in the City of Lee's Summit, Missouri; and,

WHEREAS, the Lee's Summit R-7 School District is a political subdivision of the State of Missouri; and,

WHEREAS, one of the Lee's Summit R-7 School District facilities, the Great Beginnings Early Childhood Center, is immediately adjacent to the Legacy Park Community Center, a Lee's Summit Parks and Recreation facility; and,

WHEREAS, Lee's Summit Parks and Recreation and the Lee's Summit R-7 School District annually enter into an agreement for the purpose of allowing for the use of one another's adjacent facilities for sheltering and reunification purposes in the event of emergency or crisis situations, subject to general terms and conditions which have been mutually negotiated; and,

WHEREAS, because this Agreement is with a political subdivision, it must be approved by the governing body of Lee's Summit, Missouri and executed by the Mayor, pursuant to relevant state law and City of Lee's Summit Charter provisions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. Pursuant to the requirements of the Charter of the City of Lee's Summit and applicable Missouri law, the Intergovernmental Agreement between the City of Lee's Summit, Missouri, through the Lee's Summit Parks and Recreation Board, and the Lee's Summit R-7 School District Outlining the Mutual Sheltering and Reunification Agreement for the Great Beginnings Early Childhood Center and Legacy Park Community Center for the 2019-2020 School Year be and is hereby approved, and the Mayor is hereby authorized to execute the same by and on behalf of the City.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 3. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

**BILL NO. 19-**

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PASSED by the City Council of Lee's Summit, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management & Operations *Daniel White*

## INTERGOVERNMENTAL AGREEMENT – MUTUAL SHELTERING AND REUNIFICATION AGREEMENT FOR THE GREAT BEGINNINGS EARLY CHILDHOOD CENTER AND LEGACY PARK COMMUNITY CENTER

This Memorandum of Understanding (MOU) is entered into by and between the Reorganized School District No 7 of Jackson County, by and through Great Beginnings Early Childhood Center (GBECC) and the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks & Recreation Board (Organization).

The purpose of the MOU is to define the relationship between GBECC and Organization during an emergency.

For this purpose, an emergency means an incident or condition that results in an actual or imminent threat of harm to health and safety and requires evacuation of the GBECC facility.

The Organization acknowledges the intent to serve as sheltering and reunification center for the occupants of the GBECC building until such time as the GBECC facility can be re-entered or all occupants have been reunified with parents and guardians and/or released from area. This time may include the removal of school property and materials from Organizations facilities.

### The Organization agrees to the following:

1. To provide the mutually agreed facility/building locations to serve as an alternative site(s) during an evacuation. Use will not be allowed if occupancy limits will be exceeded or such use adversely affects use by patrons of the Organization. Use is limited to Monday through Friday from 8am to 4pm for the Term of this Agreement.
2. Allow use of its **Legacy Park Community Center** , 901 Bluestem Drive, Lee's summit, MO 64086 facilities, grounds and equipment after it is determined that there is an emergency that requires evacuation of GBECC.
3. Designate three points-of-contact in case of an emergency (Appendix A):
  - An **Administrative** point-of-contact will serve as the primary point-of-contact. This person should have the authority and ability to open the facility/building at any time.
  - A **Facility** point-of-contact will work with GBECC personnel to assist with the facility.
  - A **Security** point-of-contact will work with GBECC and local law enforcement in making security plans. This person should have the authority and ability to open the building(s).
  - List primary point-of-contacts on Appendix A and notify the GBECC of changes in this contact information.
4. The mutually agreed Organization facilities will be visited by GBECC personal for the development of sheltering and reunification plan. Appointment will be scheduled after obtaining approval from the administrative point-of-contact or designee.
5. The Organization's mutually agreed facility/building(s) will be listed in the GBECC emergency response plan.

### The Great Beginnings Early Childhood Center agrees to the following:

1. Provide a point-of-contact person(s) to answer questions or concerns about these arrangements. (Appendix B)

2. To notify the Organization and request the use of its facilities, grounds and equipment ASAP upon evacuation. The GBECC will inform the Organization of the time period (if known) their facility is needed for the purpose of sheltering and reunification activities.
3. To be Responsible for the monitoring and accountability of GBECC occupants during such time of facility use. Once use begins GBECC will immediately make arrangements for transportation of GBECC clientele to another facility.
4. Assist in any post-event clean up and make sure it is performed in a timely manner.
5. Allow use of its Great Beginnings facilities, grounds and equipment after it is determined that there is an emergency that requires evacuation of Legacy Park Community Center. Use is limited to Monday through Friday from 8am to 4pm for the Term of this Agreement. Once use begins the Organization will immediately make arrangements for transportation of Legacy Park community Center clientele to another facility.
6. GBECC shall defend, indemnify and hold harmless the City of Lee's Summit and any of its employees, agents, officers, and elected officials from all costs and claims arising out of the mutual promises contained in this agreement, except to the extent such claims are the result of negligence or misconduct on the part of the City of Lee's Summit or any of its employees, agents, officers, and elected officials.

**Period of Agreement**

This agreement shall be effective from the date it is signed by the Organization Representative and the Director of the Great Beginnings Early Childhood Center. This agreement will remain effective for one calendar year or until either party provides 30 days written notice of intention to end its adherence to terms of the Memorandum of Understanding (hereinafter "Term.") This agreement shall be reevaluated every \_\_\_\_\_ year.

**Signatures**

Signature indicates assent with the above stated agreements and conditions:

\_\_\_\_\_  
 Superintendent of R-7 School District or Designee

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name and Title

\_\_\_\_\_  
 William A. Baird  
 Mayor

\_\_\_\_\_  
 Date

**APPROVED AS TO FORM**

\_\_\_\_\_  
 Joseph Snook  
 Administrator, Lee's Summit Parks and Recreation

\_\_\_\_\_  
 Jackie McCormick Heanue  
 Superintendent of Legal Services and Human Resources

## APPENDIX A

### City of Lee's Summit and Parks & Recreation Point-of-Contact Information

#### 1. Security Point-of-Contact

Name and Title: David Dean  
Address: 901 Bluestem Drive, Lee's Summit, MO 64086  
Work Number: 816-969-1554  
Work Cell Number: 816-718-9280  
Email: ddean@cityofls.net

#### 2. Administrative Point-of-Contact

Name and Title: Mike Hedrick  
Address: 901 Bluestem Drive, Lee's Summit, MO 64086  
Work Number: 816-969-1555  
Work Cell Number: 816-846-4864  
Email: mhedrick@cityofls.net

#### 3. Facilities Point-of-Contact

Name and Title: Heath Harris, Assistant Facility Manager  
Address: 901 NE Bluestem Drive, Lee's Summit, MO 64086  
Work Number: 816-969-1557  
Work Cell Number: 816-207-7096  
Email: hharris@cityofls.net

## APPENDIX B

### Great Beginnings Early Childhood Center Point-of-Contact Information

#### 1. Point-of-Contact

Name and Title: Kerry Boehm  
Work Number: 816-986-2465  
Cell Number: 816-365-3146

Name and Title: Sarah Birk  
Work Number: 816-986-2485  
Cell Number: 816-839-2623

## Packet Information

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**File #:** TMP-1285, **Version:** 1

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An Ordinance Approving the Award of RFP No. 2019-071 for the Emergency Dispatch Center Performance Audit to Mission Critical Partners LLC for an Amount not to exceed \$53,500.00 and Authorizing the City Manager to execute the same by and on behalf of the City.

Issue/Request:

An ordinance approving the award of RFP No. 2019-071 for the Emergency Dispatch Center Performance Audit to Mission Critical Partners LLC for an amount not to exceed \$53,500.00 and authorizing the City Manager to execute the same by and on behalf of the City.

Key Issues:

- The City performs performance audits of City programs and departments to identify strengths, weaknesses, and areas for improvement.
- Performance Audit of the Emergency Dispatch call centers, review performance, processes and identify potential ways to improve performance and service to the citizens

Proposed Committee Motion:

I move to recommend to City Council for approval an ordinance approving the award of RFP No. 2019-071 for the Emergency Dispatch Center Performance Audit to Mission Critical Partners LLC for an amount not to exceed \$53,500.00 and authorizing the City Manager to execute the same by and on behalf of the City.

Background:

Impact/Analysis:

Partial funding for this audit was budgeted in FY19 and it was anticipated that a budget amendment would be needed for the additional amount. Since the selection process was completed after the end of fiscal year, an upcoming budget amendment will appropriate correct funding to the FY20 Budget.

Dan Manley, Acting Fire Chief  
Travis Forbes, Chief of Police

Staff recommends approval of An Ordinance Approving the Award of RFP No. 2019-071 for the Emergency Dispatch Performance Audit to Mission Critical Partners LLC for an Amount not to exceed \$53,500.00 and Authorizing the City Manager to execute the same by and on behalf of the City.

Committee Recommendation: [Enter Committee Recommendation text Here]

**BILL NO. 19-**

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AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2019-071 FOR THE EMERGENCY DISPATCH CENTER PERFORMANCE AUDIT TO MISSION CRITICAL PARTNERS, LLC FOR AN AMOUNT NOT TO EXCEED \$53,500.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City performs audits on departments and programs to identify strengths, maximize resource allocation, and potential areas for growth; and,

WHEREAS, to acquire the services for a performance audit of the emergency dispatch center, the City, through the Procurement and Contract Services Division, issued RFP No. 2019-071; and

WHEREAS, RFP No. 2019-071 was advertised through the City's e-procurement system, Public Purchase; and,

WHEREAS, of the proposals received, Mission Critical Partners, LLC was the highest ranked firm by the evaluation committee.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby authorizes the award of RFP No. 2019-071 to Mission Critical Partners, LLC ("Mission Critical").

SECTION 2. The City Council hereby approves and authorizes the City Manager, by and behalf of the City of Lee's Summit, Missouri, to execute the an agreement with Mission Critical Partners, LLC, attached as "Exhibit A" and incorporated herein by reference, for the performing audit services of the emergency dispatch center for an amount not to exceed \$53,500.00.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 4. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2019.

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Mayor *William A. Baird*

ATTEST:

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City Clerk *Trisha Fowler Arcuri*



2019. APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Operations and Management  
*Daniel R. White*

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2019, by and between the City of Lee’s Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as “City,” and Mission Critical Partners, LLC, a company in the State of Pennsylvania, hereafter referred to as “Service Provider.” Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider’s profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City’s Request for Proposal No.2019-071 (hereinafter “RFP”); the Service Provider’s Response to the RFP, (“Proposal”); Scope of Services (“Scope”), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of Fifty-three thousand, Five hundred Dollars (\$53,500.00). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider’s fees for additional services shall be billed on an hourly basis at Service Provider’s current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Agreement shall be for a period not to exceed six (6) months from date of approval by the City. The Agreement shall be considered fulfilled upon acceptance and payment for the final work product.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

\_\_\_\_\_  
Stephen A. Arbo, City Manager Date

ATTESTED:

\_\_\_\_\_  
Office of the City Clerk

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Authorized Signature

\_\_\_\_\_  
Title Date

\_\_\_\_\_  
Type or Print the Name of Authorized Person

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**PART I****DESCRIPTION OF PROJECT AND SERVICES REQUIRED****1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:**

The City of Lee's Summit is seeking proposals from qualified firms to perform a performance audit of the City's Emergency Dispatch organizational structure, resources, processes, policies, and procedures.

**1.1 Description of Operations or Background:**

The City of Lee's Summit, Missouri is a suburb of approximately 100,000 residents located southeast of Kansas City, Missouri. The City's Emergency Dispatch responsibilities are currently divided between two locations. Emergency calls are initially received by the Police Department Dispatch Center. Police Department calls are dispatched by the initial staff member that takes the call to the appropriate resources. Fire/Ambulance calls are transferred from the initial call taker to the Fire/Ambulance Dispatch Center. The Fire/Ambulance dispatcher assesses the call and dispatches the appropriate resources. In addition to the City of Lee's Summit residents, the Fire/Ambulance Dispatch Center dispatches calls for seven (7) local agencies. Intergovernmental agreements are in place that establish the reimbursement rates for services.

The City is currently doing a space study of the Police Department headquarters. Potential new space may be created as a result of a pending August 2019 Bond Issue for Public Safety.

**2.0 SCOPE OF SERVICES:**

2.1 The selected firm will assess all components of the City's current system and provide recommendations around the following phases and maintain the Police, Fire, and Ambulance Certifications/Accreditations/Standards:

- MARRS – Metro Area Radio Regional System – communications with Metro Agencies
- CFAI-Commission of Fire Accreditation International
- CALEA- Commission on Accreditation for Law Enforcement Agencies
- NFPA – National Fire Protection Association
- NENA – National Emergency Number Association
- APCO Association of Public Safety Communications Officials

**2.1.1 Phase 1 Goals – Assessment of current Police/Fire/Ambulance Dispatching Staff and Performance.**

- Provide outstanding service to the residents of Lee's Summit
- Operational analysis to include staffing, critical tasks, process management
- Facility and Equipment analysis considerations
- Recommendations to align financial resources to create improved capacity and resiliency
- Capacity to serve other agencies/communities
- Recommendations for long term efficiencies

**2.1.2 Phase 2 Goals – Analysis of location for Police/Fire/Ambulance Dispatching**

- Staffing and Resource for two locations verses one location
- What would co-location look like and maintain "specialized" operations for Police/Fire/Ambulance
- Emergency Operations Center (EOC) location and operations

**2.1.3 Phase 3 Goals – Analysis of staff training based on service delivery model**

- Would it be efficient to cross-train for specialized operations?
- Would it have an impact on Firefighter/Police Officer safety?
- Would residents be served better, timelier?
- Would it be too much for one person to learn?

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide:

2.2 A comprehensive review and evaluation of the City's current emergency communications and public safety dispatch operations. Make recommendations to retain, modify or change the organizational model, governance and accountability structure in an effort to promote enhanced operational efficiency and effectiveness and overall public safety to include the potential for co-location of public safety dispatch operations into a single location.

- 2.3 An evaluation and comprehensive review of the City's current emergency communications and public safety dispatch operations, the City of Lee's Summit's emergency communications and public safety dispatch operations, current organizational models, governance and accountability structure, associated policies and physical space.
- 2.4 An evaluation of the current emergency communications and public safety dispatch operations organizational model, governance and accountability structure in other Kansas City Metropolitan cities and comparable jurisdictions, their associated policies and procedures and best practices.
- 2.5 An evaluation of the current existing network connectivity between City Hall, and current dispatching locations, providing any recommended improvements to support existing or co-located dispatching.
- 2.6 A benchmark comparison of the City's current emergency communications and public safety dispatch operations, organizational model, governance and accountability structure and associated policies relative to the jurisdictions identified in Section 5.3.
- 2.7 Recommendations for modifications or changes to the City's emergency communications and public safety dispatch operations, including the organizational model, staffing requirements, governance and accountability structure, policies, procedures and physical space and a plan to implement the recommendations and especially focused on increased operational efficiency and effectiveness and overall public safety. These recommendations shall also include the necessary staffing requirements to implement the suggested model.
- 2.8 A comprehensive report, including but not limited to: an executive summary, a description of the project and methodology, description of the work performed, a summary of all findings for both City of Lee's Summit and comparable jurisdictions, a discussion of best practices in emergency communications and public safety dispatch for jurisdictions of a similar size, a comprehensive and detailed description of all recommendations (including estimated costs and staffing impacts), an outline of recommended next steps to implement the recommendations, and appendices, or compendium document as necessary for relevant data collected, analyzed and developed as part of this report.
- 2.9 Attendance at an initial meeting with City Manager and/or designated staff to discuss the project and to be tasks performed, the methodology to be used, the key personnel to be involved in the project and the accessibility of the Firm's point of contact.
- 2.10 Conduct interviews/focus groups with key stakeholders as necessary to clarify, identify and validate relevant issues and challenges,
- 2.11 Provide bi-weekly written progress reports to the City Manager or designee.
- 2.12 A comprehensive presentation in-person summarizing the written report inclusive of a Microsoft PowerPoint document to be given on up to four (4) occasions including the City Public Safety Committee, City Management Team, City Council, and public safety officials.
- 2.13 Attendance at a Contract Kick-Off Meeting with the City staff.

### **3.0 CITY PROVIDED SERVICES:**

The City will provide the current staffing levels, call data, facility and equipment information, procedures, and other information requested by the selected firm to assist in the audit.

### **4.0 TIMELINE:**

- 4.1 Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Post RFP Notification	April 24, 2019
Question Cutoff date	May 2, 2019@ Noon, Local Time
Receive Proposals electronically in Public Purchase	May 9, 2019 @ 3:00 P.M., Local Time
Meet to review	week of May 13, 2019
Interviews (if needed)	week of May 20th or May 27th
Committee	June 10, 2019
City Council	June 18, 2019
Notice to Proceed	June 19, 2019

- 4.2 Timeline for project: The City has developed the following general timeline:

The City would like to have the audit started immediately following notice to proceed and completed as quickly and efficiently as possible.

**PART II**  
**INSTRUCTIONS TO RESPONDENTS**

**1.0 MINIMUM QUALIFICATIONS**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified to be considered for award of the contract. Specific responses to each must be provided in the accompanying Response Forms 1, 2 and 3. It is expected that the successful firm will exceed these qualifications. Firms shall:

- (1) Have provided services similar to those specified herein to at least five (5) clients (preferably local governmental entities) in the past five (5) years; and,
- (2) Discuss any current and/or ongoing litigation that may cause conflicts or affect the ability of the firm to provide services.

**2.0 SELECTION PROCESS:**

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

**Step One: Evaluation of Responsive Proposals**

Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.

The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.

The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process.

The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

**Step Two: Short List Interviews**

The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top ranking firm if the City determines interviews are necessary.

The Interview Ranking Score Sheet for the evaluation of interviews is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.

The Project Manager checks reference(s) once a short list is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.

Upon selection of the top rated firm, the City may negotiate the specific terms of the agreement including cost.

**3.0 RESPONDENT COST TO DEVELOP PROPOSAL:**

All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.

**4.0 INSTRUCTIONS FOR RESPONDING TO THIS RFP:**

Submittals must be uploaded into Public Purchase e-bidding system. All questions should be directed to the Procurement Officer identified on page one of this document. The proposal **must** be organized using the following format:

- a. Title-Signature Page
- b. Table of Contents for submittal (Enclosure III)
- c. Letter of Transmittal for Request for Proposal
- d. Addenda – (if applicable)
- e. Form No. 1 - Provider Profile –Lead Firm(s) – Joint Venture Partners
- f. Form No. 2 – Key Outside Consultants (sub-consultants)
- g. Form No. 3 – Experience/References – List those projects your firm has completed within the past five (5) years that are similar to those requested by this RFP. Special attention should be given to projects your firm has completed for other governmental entities. Include company name, address, persons to agreement, telephone number, e-mail address, a brief description of the project completed by your firm, and date completed.
- h. Form No. 4 – Key personnel that will be assigned to the City's project for lead consultant firm(s) and sub-consultant firms. List the person's name, title, project assignments, years of experience and any other qualifications relevant to the City's project.
- i. Form No. 5 – Narrative on project approach. Describe the schedule of events necessary to complete this project clearly defining the roles of all involved parties. Outline familiarity with the project and identify critical or unique issues specific to this project. Outline a communications process and explain unique approaches used elsewhere.
- j. Cost. Identify all costs related directly or indirectly to this project, including, but not limited to employee classification, hourly rate, travel time, out-of-pocket expenses, etc. This section is to be signed by an authorized representative of the firm. The entity type and Tax ID number must also be provided.  
Form No. 6D: Total Cost
- k. Before an agreement will be entered into, the successful respondent shall furnish to the City all items stated in section 4 INSTRUCTIONS FOR RESPONDING TO THIS RFP as well as a CERTIFICATE OF INSURANCE as described in Insurance Requirements PART III.

**5.0 TERMS and CONDITIONS:**

Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.

**6.0 NO FINANCIAL INTEREST OR OTHER CONFLICT:**

By submission of its response, the bidder certifies that they are in compliance with items 6.1 through 7.4.

- 6.1 Elected or appointed officials or employees of the City of Lee's Summit or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- 6.2 The Service Provider hereby covenants that at the time of solicitation submittal the Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Service Provider further agrees that during the term of the contract/agreement neither the Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.

**7.0 DEBARMENT AND SUSPENSION STATUS:**

- 7.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is Offeror an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 7.2 Offeror has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against Offeror for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 7.3 Offeror is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 7.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

**8.0 INVOICING AND PAYMENTS:**

Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, agreement number, item number, description of services, unit prices, and extended totals. Payment schedule is negotiable.

**9.0 BUSINESS LICENSE:**

The successful respondent shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of an agreement to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the City to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful respondent to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

**10.0 INSURANCE:**

The proposer must provide a Certificate of Insurance in accordance with all requirements shown in **PART III**, the insurance requirement section of this document prior to the award of an agreement-if applicable.

**11.0 COMPLIANCE:**

The following items shall be provided by proposer to the City of Lee's Summit Procurement and Contract Services Division or Department conducting this solicitation:

11.1 To be provided with proposal submittal:

- Proposer must complete the proposal document in its entirety
- Form No. 1: Provider Profile
- Form No.2: Key Outside Consultants
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Form No. 6D: Total Cost

11.2 To be provided prior to the issuance of an agreement:

- Business License (if applicable)
- Work Authorization Affidavit (if applicable)
- E-Verify Signature page (if applicable)
- Certificate of Insurance (COI) naming the City of Lee's Summit as additional insured under General Liability
- W-9 (new vendor only)

Respondents legal entity company name must be identified the SAME on their W9 and Certificate of Insurance (COI).

11.3 All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult:

<https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

**12.0 SAMPLE AGREEMENT:** The City has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit an agreement which differs from the following example.

**SAMPLE SERVICE AGREEMENT**  
**FOR** \_\_\_\_\_

This AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and \_\_\_\_\_, a \_\_\_\_\_ of the State of \_\_\_\_\_, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. \_\_\_\_\_ (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or iv, the terms of the PARTS shall control.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

OR
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in Exhibit B. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. Agreement Term: The term of this Agreement shall be One (1) year from \_\_\_\_\_ through \_\_\_\_\_.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Authorized Signatures from both Successful Firm and City



**13.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:**

Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

**CITY OF LEE'S SUMMIT, MISSOURI**  
**WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo**  
**(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)**  
**Effective 1/1/2009**

County of \_\_\_\_\_ )  
) ss.  
State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_ ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

\_\_\_\_\_  
Affiant  
\_\_\_\_\_  
Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

SEAL

**ENCLOSURE I**  
**PROPOSAL RANKING SCORE SHEET**

**SCORING RANGES**

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

Evaluation Criteria	Maximum Points	Score
<p>1 Evidence of Experience &amp; References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> <li>Familiarity and experience with similar projects</li> <li>Consider any sub-consultants to be used and their experience (if applicable)</li> </ul>	30	_____
<p>2 Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> <li>Project Manager</li> <li>Project team</li> <li>Sub-consultants (if applicable)</li> </ul>	30	_____
<p>3. Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> <li>Standard Quality Assurance/Quality Control program or procedures the firm has in place</li> <li>Adequacy of proposed team/resources to complete project within proposed time frame</li> </ul>	10	_____
<p>4. Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.</p> <ul style="list-style-type: none"> <li>Project schedule and detailed approach is reasonable/responsive to City's needs</li> <li>Roles of all involved parties clearly identified</li> <li>Familiarity with project location as evidenced by proposal (if applicable)</li> <li>Identify/recognize critical or unique issues specific to the project</li> <li>Adequacy of proposed communications process</li> <li>Unique approaches that have been successful elsewhere.</li> </ul>	20	_____
<p>5. Cost (FORM 6D) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	10	_____
Ranked By: _____		
	<b>TOTAL POINTS</b> (100)	_____

**ENCLOSURE II**  
**INTERVIEW RANKING SCORE SHEET**

**SCORING RANGES**

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	Evaluation Criteria	Maximum Points	Score
1	<p>Evidence of Experience &amp; References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> <li>Familiarity and experience with similar projects</li> <li>Consider any sub-consultants to be used and their experience (if applicable)</li> </ul>	30	_____
2	<p>Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> <li>Project Manager</li> <li>Project team</li> <li>Sub-consultants (if applicable)</li> </ul>	30	_____
3.	<p>Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> <li>Standard Quality Assurance/Quality Control program or procedures the firm has in place</li> <li>Adequacy of proposed team/resources to complete project within proposed time frame</li> </ul>	10	_____
4.	<p>Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.</p> <ul style="list-style-type: none"> <li>Project schedule and detailed approach is reasonable/responsive to City's needs</li> <li>Roles of all involved parties clearly identified</li> <li>Familiarity with project location as evidenced by proposal (if applicable)</li> <li>Identify/recognize critical or unique issues specific to the project</li> <li>Adequacy of proposed communications process</li> <li>Unique approaches that have been successful elsewhere.</li> </ul>	20	_____
5.	<p>Cost (FORM 6D) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	10	_____

Ranked By: \_\_\_\_\_

TOTAL POINTS \_\_\_\_\_  
(100)

ENCLOSURE III  
TABLE OF CONTENTS

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page ___ - ___
H.	RESUMES OF KEY PERSONNEL: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page ___
I.	PROJECT APPROACH NARRATIVE: Form 5 provided (This form must be signed and dated).	Page ___ - ___
J.	COST: Form 6D provided	Page ___

**FORM NO. 1: PROVIDER PROFILE**

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

1a. Provider /Firm is: \_\_\_ National \_\_\_ Regional \_\_\_ Local

1b. Year Provider/Firm Established:

Years of Experience providing RFP identified services/project for municipalities:

1c. Licensed to do business in the State of Missouri: \_\_\_ Yes \_\_\_ No

1d. Principal contact information: Name, title, telephone number and email address:

1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this Joint Venture previously worked together? \_\_\_ Yes \_\_\_ No

**FORM NO. 2: KEY OUTSIDE CONSULTANTS**

Each respondent must complete this form for all proposed sub-consultants.

**SUB-CONSULTANT #1**

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing \_\_\_\_\_ emergency dispatch performance audits

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

---

**SUB-CONSULTANT #2**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

- Years of Experience providing emergency dispatch performance audits
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

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**SUB-CONSULTANT #3**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

- Years of Experience providing emergency dispatch performance audits
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: \$

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Service Provider/Firm with which associated:
- d. Years Experience:  
With this service provider/firm \_\_\_\_ other service providers/firms \_\_\_\_
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:



**FORM NO. 5: PROJECT APPROACH NARRATIVE**

Use this space to provide a detailed project approach including but not limited to:

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process

_____	
Company Name	
_____	
Address	
_____	
City/State/Zip	
_____	
Telephone #	Fax #
_____	_____
Tax ID No.	

_____
Authorized Person (Print)
_____
Signature
_____
Title
_____
Date
_____
Entity Type:

**FORM NO. 6D: TOTAL COST**

Overall total project cost to include all related cost associated with the proposed project or scope of services, to include but not limited to: Personnel, total hours and service related expenses.

TOTAL COST \$ \_\_\_\_\_  
Numeric

\_\_\_\_\_  
Use words, Dollars/Cents

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone #                      Fax #

\_\_\_\_\_  
Tax ID No.

\_\_\_\_\_  
Authorized Person (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**PART III**  
**INSURANCE REQUIREMENTS**

**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

**1. General.**

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the

insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit  
220 S.E. Green Street  
Lee's Summit, MO 64063 -2358

## **2. Required Insurance Coverage.**

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance

is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of Contractor.

**3. Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days’ prior written notice to the City.

**PART IV**  
**GENERAL CONDITIONS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**  
**City of Lee's Summit, MO**

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term "request for proposals" means a solicitation of a formal, sealed proposal submittal.
  - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal submittal and who may enter into an agreement with the City to perform such services.
  - c. The term "City" means City of Lee's Summit, MO.
  - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
  - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
  - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposals submittal submitted by the successful respondent of this RFP will become a part of any agreement award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposals. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to request for proposals will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Proposals prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications **shall not** be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposals prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFP.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least a A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposals may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
  - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the agreement shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the agreement.

12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this agreement. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
23. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this agreement. A violation of this provision renders the agreement void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this agreement no person having such interest shall be employed.
24. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department , agency or prevision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. **DAVIS BACON ACT:** The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

## Christal Weber

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**From:** Stephen Arbo  
**Sent:** Tuesday, April 2, 2019 10:01 PM  
**To:** CityCouncil  
**Cc:** Travis Forbes; Dan Manley; Christal Weber; Kelly Elliott; Bette Wordelman; Rick Gentry; Steve Marsh  
**Subject:** Dispatching Operations and Police Station Studies

Mayor and City Council,

After the implementation of the FY 2018/19 budget year (July 1, 2019), we became aware of the impact of our assessed valuation growth and its impact to our debt finance levy rate. As city staff has presented to the City Council, it is important to garner voter support for additional capital debt in calendar year 2019 to maintain our current levy rate. One potential capital project that is under consideration by the City Council is an enhancement of the existing Police Headquarters Building. We think there we can use the space within the building more efficiently for our administrative and operation staff, both in the Police Department and Municipal Court system. In addition to redesigning the work areas, a new entrance design would help create a higher degree of safety for our building occupants. To determine the potential cost of these improvements, we conducted a Request for Proposal (RFP) process and awarded a Space Needs Study for the Police Station to TraenorHL – Kansas City for \$47,500. This study is near completion and will be used to provide clarity regarding the potential improvements and costs associated with this project. The TraenorHL report will be helpful as we proceed with our consideration of the Police Building Improvements as a potential “no-tax increase debt levy” project.

The award of this contract has consumed most of the \$60,000 assigned to the “performance audit” consulting services budget for FY 18/19. At this time, I am also working with our Fire Department, Police Department, and procurement services division to create a RFP document for our Public Safety Dispatching Operations. The scope of the review would include an operational study on both, the Police Department and Fire Department dispatching operations. We seek information and recommendations regarding the fiscal impact of the seven agencies who have contracted with the City of Lee's Summit for Fire Department dispatching. We need to determine if there is a benefit to retain our service to these agencies or if the marginal capacity being consumed of our Fire /EMS dispatching center should be assigned to the City of Lee's Summit patrons. Specific recommendations on how to deal with the agencies and what additional personnel resources are needed to support our Fire / EMS dispatching center will be the key focus of the study.

As we are looking at the Police Department Headquarter space modifications, it is a good opportunity determine what benefits, if any, may result from placing both the Fire Dispatchers and Police Dispatchers at the Police Department Headquarters. The purpose is to create a better work environment for all dispatchers, create job equity in how both of these dispatching groups are managed, and to enhance our dispatching resiliency during high demand periods. There are benefits in having dispatchers trained specifically for fire / EMS and dispatchers trained specifically for police services. The study will assume our operations will remain with dispatching experts distinctly assigned to each of these individual departments.

I am anticipating the expense for the dispatching analysis will exceed the remaining balance (\$12,500) assigned for the FY 18/19 “performance audit”. We are working on the scope of work document right now for the dispatching study. Hopefully it will be completed by late April. It is my intention to review the written scope with the Public Safety Advisory Board and the full City Council prior to releasing the request. It is important to address any concerns regarding the study and its purpose prior soliciting



responses. We will have a better ability to estimate the cost of the dispatching study after completing our conversations relating to the scope.

In April 2017, I advised the City Council of our intention to conduct a “performance audit” on our internal services charges assigned to each department and our “replacement fund” charges (i.e. Vehicle Equipment Replacement Fund – VERP, Building Replacement Fund – BRP, Equipment Replacement Fund – (ERP). \$60,000 was assigned in the Administration’s “Other Supply and Services” account in the FY 2018/19 General Fund Operating Budget to conduct these audits. Although the Internal Services Charge review and the Replacement Fund review would be helpful to improve our internal charges to operating departments, I think the redesign of the Police Department Headquarters and the Dispatching Operations analysis is impactful to our citizens. We know that public safety response is a high priority to our community. I will be seeking your support as we move forward on these matters. It is possible that I will be recommending the performance audit for the internal service and equipment replacement charges for the FY 19/20 operational budget.

Thank you.

*Yours Truly,*

**Stephen Arbo** | City Manager

220 SE Green Street | Lee's Summit, MO 64063

816.969.1023 | [cityofLS.net](http://cityofLS.net) | [Stephen.Arbo@cityofls.net](mailto:Stephen.Arbo@cityofls.net)



## Packet Information

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**File #:** TMP-1295, **Version:** 1

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An Ordinance approving the Second Amendment to the FDM Software Support and Maintenance Agreement to extend the term of the Agreement for five years and updating other terms and authorizing the City Manager to Execute the same by and on behalf of the City

Issue/Request:

The current maintenance agreement with FDM for support of the Fire departments CAD/RMS system has expired, and the City is operating under a temporary agreement. The agreement needs amended to create a multi-year agreement support agreement for this critical system and amend the modules the City can use.

Key Issues:

The Fire Department currently utilizes the FDM system for Computer Aided Dispatch, Records Management and MobileCAD applications. This system was installed in 2003 with associated software maintenance. The vendor, FDM Software, Ltd, continues to upgrade the system in order to provide additional features, improvements, and product fixes.

The City has been able to negotiate an annual rate increase cap with FDM Software, Ltd. The Annual Escalation Percentage of 2% is included in the annual payment amounts set forth in the agreement and are in effect for FY20 through FY24.

The July 2019 amount is currently budgeted in the Fire Department's FY2020 budget.

The total will be paid over five fiscal years, with annual payments as outlined below:

July 1, 2019 (FY2020):	\$84,023.11
July 1, 2020 (FY2021):	\$86,536.57
July 1, 2021 (FY2022):	\$88,267.30
July 1, 2022 (FY2023):	\$90,032.65
July 1, 2023 (FY2024):	\$91,833.30

The amendment also incorporates the City's most recent insurance requirements.

Proposed Committee Motion:

I move to recommend to City Council for approval an Ordinance approving the Second Amendment to the FDM Software Support and Maintenance Agreement to extend the term of the Agreement for five years and updating other terms and authorizing the City Manager to Execute the same by and on behalf of the City.

Background:

The Fire Department currently utilizes the FDM system for Computer Aided Dispatch, Records Management and MobileCAD applications. This system was installed in 2003 with associated software maintenance. The City and FDM

entered into a Support and Maintenance Agreement in April 2014 ("Original Agreement"), which set forth the terms for maintenance services and the modules covered by the agreement. In July 2017, the Original Agreement was amended to modify the list of modules the City could use. The vendor, FDM Software, Ltd, continues to upgrade the system in order to provide additional features, improvements, and product fixes.

Product maintenance allows the City to receive annual updates to the system, which include bug fixes, enhancements, and updates to be compliant with current law. The maintenance contract also allows the City to contact FDM in the event of a problem with the system. This provides staff with the necessary resources to address problems when they are encountered.

Product support fees are due annually in July.

Impact/Analysis:

If the City does not acquire any support from FDM Software, Ltd, any product issues found needing assistance from the software provider will not be addressed nor would application upgrades be available. The impacts on the Fire Department would be significant, as this is the primary application Fire utilizes to manage their department operations.

Timeline:

Start: July 2019

Finish: July 2024

Other Information/Unique Characteristics:

[Enter text here]

Stephen L. Marsh, Chief Technology Officer

Recommendation: Staff recommends approval of the ordinance.

Committee Recommendation: [Enter Committee Recommendation text Here]

## **BILL NO.**

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AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE FDM SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT TO EXTEND THE TERM OF THE AGREEMENT FOR FIVE YEARS AND UPDATING OTHER TERMS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit, Missouri (the "City") and FDM Software, Ltd., a British Columbia corporation, ("FDM") entered into a Support and Maintenance Agreement dated April 7, 2014 (the "Original Agreement") which governed the provision of City Support and Maintenance Services by FDM to City; and,

WHEREAS, Schedule B of the Original Agreement identifies the software Modules that are covered by the Original Agreement; and,

WHEREAS, Schedule C of the Original Agreement identifies the costs imposed upon City for provision of the City Support and Maintenance Services provided by FDM for the Software Modules identified in Schedule B of the Original Agreement; and,

WHEREAS, the City and FDM amended the Original Agreement by executing the First Amended and Restated Software Support and Maintenance Agreement dated July 31, 2017 (the "First Amendment") to add modules to the list of Modules available to the City; and,

WHEREAS, the City desires to amend Schedule B of the Original Agreement to remove and add certain applications to the list of Modules available to the City; and,

WHEREAS, the term of the Original Agreement needs extended so the City will continue City to receive Support and Maintenance Services for the Modules; and,

WHEREAS, FDM is the only qualified entity able to provide City Support and Maintenance Services due to the proprietary nature of the products that are licensed to City; and,

WHEREAS, City and FDM wish to modify the terms and conditions of the Original Agreement, as amended by the First Amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The Second Amendment to Support and Maintenance Agreement dated April 7, 2014 by and between the City and FDM Software, Ltd. ("Second Amendment") is hereby approved.

SECTION 2. The City Council hereby approves and authorizes the City Manager, by and behalf of the City of Lee's Summit, Missouri, to execute the Second Amendment with FDM Software, Ltd., attached as "Exhibit A" and incorporated herein by reference, to remove and add certain modules, update general terms, and extend the term of the Support and Maintenance Agreement for five years for an amount not to exceed \$440,692.93.

**BILL NO.**

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SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 4. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Operations and Management  
*Daniel R. White*

## **SECOND AMENDMENT TO THE FDM SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT**

This Second Amendment to the FDM Software Support And Maintenance Agreement (the "Second Amendment") is made and entered into by and between the City of Lee's Summit, Missouri, a municipal corporation organized and existing under the Constitution and laws of the State of Missouri ("City") and FDM Software, Ltd., a British Columbia corporation, ("FDM"). The City and FDM may be referred as the "Party" in their individual capacity and the "Parties" collectively. Capitalized terms not otherwise defined in this Second Amendment shall have the meanings ascribed to them in the Original Agreement, as defined below. This Second Amendment shall take effect on July 1, 2019 (the "Effective Date").

### **RECITALS**

WHEREAS, City and FDM entered into a Support and Maintenance Agreement dated April 7, 2014 (the "Original Agreement") which governed the provision of City Support and Maintenance Services by FDM to City; and,

WHEREAS, Schedule B of the Original Agreement identifies the software Modules that are covered by the Original Agreement; and,

WHEREAS, Schedule C of the Original Agreement identifies the costs imposed upon City for provision of the City Support and Maintenance Services provided by FDM for the Software Modules identified in Schedule B of the Original Agreement; and,

WHEREAS, City and FDM amended the Original Agreement by executing the First Amended and Restated Software Support and Maintenance Agreement dated July 31, 2017 (the "First Amendment") to add the Automatic Vehicle Location (AVL) and Closest Unit Recommendation (CUR) modules to the list of Modules available to the City as set forth in Schedule B of the Original Agreement; and,

WHEREAS, the City desires to remove the Asset Management Module from the list of Modules available to the City as set forth in Schedule B of the Original Agreement; and,

WHEREAS, as technology has evolved, FDM has developed mobile applications that correspond with FDM's modules. The City desires to amend Schedule B of the Original Agreement to add the Mobile Inspections App to the list of Modules available to the City; and,

WHEREAS, City will require continued City Support and Maintenance Services for the Modules it currently uses and the new Mobile Inspections App, and, in response to this need, City and FDM have negotiated terms and conditions for future support and maintenance which require modification of the language contained in Schedule C to the Original Agreement; and,

WHEREAS, City and FDM desire to amend and update other provisions of the Original Agreement; and,

WHEREAS, City and FDM wish to modify the terms and conditions of the Original Agreement, as amended by the First Amendment following a six month temporary extension; and,

WHEREAS, FDM is the only qualified entity able to provide City Support and Maintenance Services due to the proprietary nature of the products that are licensed to City.

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations set forth in this Second Amendment, the Parties agree as follows:

**Section 1:** As of the Effective Date, Schedule B of the Original Agreement is amended to (i) remove and decommission the “Asset Management” module (“Decommissioned Software”) from the list of Licensed Modules set forth in Schedule B and (ii) add “Mobile Inspections App” to the list of Licensed Modules set forth in Schedule B. For clarity purposes, the revised Schedule B is attached to this Second Amendment as Exhibit “A” and incorporated by reference.

The Parties agree that City will not now, or in the future, be charged a decommission fee for the removal of the Asset Management Module. As of the Effective Date, the City shall no longer have a license to the Decommissioned Software, and FDM will no longer be required to provide the City with maintenance, support, or services for the Decommissioned Software. On or before the Effective Date, the City shall (i) cease all uses of the Decommissioned Software; (ii) return or destroy all copies of the Decommissioned Software; and (iii) provide FDM with written notice that it has returned or destroyed all copies of the Decommissioned Software. Notwithstanding the foregoing, the City shall retain access to any existing data created using the decommissioned Software for the duration of the Agreement.

**Section 2:** That Schedule C of the Original Agreement, as amended by the First Amendment, is amended to read as follows:

Fixed Annual Support Year	Annual Support Fee	
July 1, 2019	\$84,023.11  (Please deduct \$6,000 from this total until the INS App is implemented)	This includes \$6,000 for the Mobile INS App not yet implemented. Upon project implementation, the cost will be pro-rated for the remainder of 2019
July 1, 2020	\$86,536.57	This includes \$6,000 for 10 x Mobile INS App Plus an additional 10 Licenses for the SignOn Module
July 1, 2021	\$88,267.30	As above
July 1, 2022	\$90,032.65	As above
July 1, 2023	\$91,833.30	As above

**Section 3:** Section 8 “Insurance” of the Original Agreement is deleted in its entirety and replaced, with the following:

**8.1 General.**

A. Insurer Qualifications. Without limiting any obligations or liabilities of FDM, FDM shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City’s option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect FDM. The Customer reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve FDM from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall include, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials, volunteers and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. FDM's insurance shall be, or endorsed to be, primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, volunteers, and employees for any claims arising out of the work or services of FDM. FDM shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

G. Use of Subcontractors. If any work or services under this Agreement is subcontracted in any way, FDM shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and FDM. FDM shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. FDM shall be solely responsible for any such deductible or self-insured retention amount.

I. Evidence of Insurance. Prior to commencing any work or services under this Agreement, FDM will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by FDM's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions



and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, it shall be FDM's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) FDM's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by FDM under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

## 8.2 Required Insurance Coverage.

A. Commercial General Liability. FDM shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 10 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be include as an Additional Insured under ISO, Commercial General

Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

**B. Vehicle Liability.** FDM shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on FDM’s owned, hired and non-owned vehicles assigned to or used in the performance of the FDM’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be included as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

**C. Professional Liability.** If this Agreement is the subject of any professional services or work, or if the FDM engages in any professional services or work in any way related to performing the work under this Agreement, the FDM shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the FDM, or anyone employed by the FDM, or anyone for whose negligent acts, mistakes, errors and omissions the FDM is legally liable, with an liability insurance limit of \$5,000,000 each claim and \$5,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of FDM.

**D. Cyber Liability Insurance.** FDM shall carry cyber liability insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by FDM in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**E. Workers’ Compensation Insurance.** FDM understands and agrees that FDM’s employees, agents, and directors, are not serving as employee of the City in any manner and therefore are not entitled to any of the City’s industrial benefit coverages, including Workers’ Compensation coverages. FDM acknowledges that any injury its employees sustain in the performance of this Agreement will be not be eligible for industrial benefits and any necessary treatment will be FDM, or FDM’ insurer’s, sole responsibility. FDM shall notify its insurance carrier that FDM has waived subrogation against the City, and

its employees, agents, officers, and officials with regard to Worker's Compensation and Employers' Liability.

In addition FDM's other indemnification responsibilities, if FDM's workers' compensation insurer subrogates or attempts to subrogate against the City, FDM shall defend, indemnify and hold harmless (including all court costs and attorneys fees) the City and its officials, officers, directors, and employees for, from, and against any damages, demands, claims, fines, penalties, injuries, liabilities, or judgments (collectively "Claims"), to which they may become subject, to the extent to which a Claim may result from or arise out of such workers' compensation claim. The obligations under this paragraph shall not be subject to the liability limitations set forth in Section 6 of this Agreement.

8.3 Cancellation and Expiration Notice. Insurance required herein shall not expire or be canceled, or the limits are reduced without 30 days' prior written notice to the City.

Section 4: The subsection titled "General Limitations" of Section 6, titled "Limitation of Liability", of the Original Agreement is amended to read, in its entirety, as follows:

Neither party will be liable to the other party for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss or revenues, profits, goodwill, use, data, failure to realize expected savings.

FDM will defend, indemnify and hold harmless (including all court costs and attorneys fees) the City for any damages, claims, fines, penalties, injuries, liabilities, or judgments, whatsoever in nature to the extent they may arise from the negligence or willful misconduct of FDM or any of its agents, employees, directors, officials or attorneys.

Notwithstanding any other provision herein, FDM shall defend, hold harmless and indemnify Customer (including its elected officials, officers, representatives, agents, employees, volunteers and affiliates) against all claims, demands, losses, suits, damages, fees, fines, royalties, liability and expenses (including reasonable lawyer's fees) arising out of any suit, claim, or action relating to FDM's actual or alleged direct or contributory infringement of, or inducement to infringe, any Intellectual Property right relating to the Software or the Documentation.

**LIMITED LIABILITY OF FDM. FDM's LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THE AGREEMENT WILL NOT EXCEED FEES THAT CUSTOMER ACTUALLY PAID TO FDM IN THE PREVIOUS TWENTY-FOUR MONTHS PRECEDING THE ACTIONS LEADING TO WHEN SUCH LIABILITY AROSE. IN ANY EVENT, FDM SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.**


Section 5: That all other provisions of the Original Agreement, as amended by the First Amendment, not inconsistent with the modifications contained in this Second Amendment, shall remain in full force and effect.

Section 6: This Second Amendment shall be binding on the Parties thereto only after it has been approved and duly executed by the City and the FDM.

City of Lee's Summit

FDM Software, Ltd.

\_\_\_\_\_  
Stephen A. Arbo, City Manager

  
\_\_\_\_\_  
[INSERT NAME, TITLE]  
Brad Sarwansky  
CFO  
Date: 6/5/19

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Trisha Fowler Arcuri

APPROVED AS TO FORM

\_\_\_\_\_  
Office of the City Attorney

# Exhibit “A” to the Second Amendment

## SCHEDULE “B”

### Licensed Modules:

- |   |                                  |
|---|----------------------------------|
| ▪ CAD Modules:                            | <u># of Licenses</u>             |
| ○ Computer Aided Dispatch System (CAD)    | (6) (includes ESRI® Arc Engine)  |
| ○ ANI/ALI Services                        | (1)                              |
| ○ CAD Mapping                             | (1)                              |
| ○ Mobile CAD                              | (23) (includes ESRI® Arc Engine) |
| ○ CAD Active Monitor                      | (8)                              |
| ○ Automated Vehicle Location Server (AVL) | (1)                              |
| ○ Closest Unit Recommendation (CUR)       | (1)                              |
| ○ Email Gateway                           | (1)                              |
| ▪ RMS Modules:                            | <u># of Licenses</u>             |
| ○ Properties                              | (10)                             |
| ○ Personnel                               | (10)                             |
| ○ Incident Reporting (Fire & EMS)         | (10)                             |
| ○ Training                                | (10)                             |
| ○ Inspection                              | (10)                             |
| ○ Permits                                 | (10)                             |
| ○ SignOn                                  | (10)                             |
| ▪ Application Modules:                    | <u># of Licenses</u>             |
| ○ Mobile Inspections App                  | (10)                             |

### Third Party Software:

- |   |                        |      |
|---|------------------------|------|
| ▪ ESRI® Arc Engine  | (Built In – see above) | (29) |
| ○ NOTE: ESRI® Arc Engine licenses is included in the CAD System and CAD Mapping modules as noted above. |                        |      |

## SUPPORT AND MAINTENANCE AGREEMENT

between

THE CITY OF LEE'S SUMMIT

and

FDM SOFTWARE LTD.

THIS AGREEMENT for the support and maintenance of a Fire Department Records Management and Computer Aided Dispatch (CAD) software system is made this 7th day of April, 2014 between the City of Lee's Summit, a municipal corporation under the laws of the State of Missouri, whose address is 220 SE Green Street, Lee's Summit, Missouri, 64063 ("Customer") and FDM Software Ltd., an existing British Columbia corporation, whose address is 949 West 3rd Street, Suite 113, North Vancouver, B.C., V7P 3P7 ("FDM").

### RECITALS:

A. FDM has licensed to the Customer the use of certain modules of the Fire Department Records Management and Computer Aided Dispatch (CAD) software system, which modules are listed in Schedule B, and the Customer wishes to retain FDM to provide Support and Maintenance Services for this software system.

### 1. DEFINITIONS

In addition to the definitions set forth herein and the Schedules attached hereto, the following terms have the following meanings for the purposes of this Agreement (including all Schedules):

- a) AGREEMENT. The term "Agreement" means this Agreement and all Schedules attached hereto, as amended, modified or supplemented from time to time.
- a) BUSINESS DAY. The term "Business Day" means any day other than a Saturday, a Sunday, a statutory holiday in the Province of British Columbia, or a day on which the administrative offices of the Customer are closed.
- b) CAD or COMPUTER AIDED DISPATCH. The term "CAD" or "Computer Aided Dispatch" means that software that is used to manage emergency incidents.
- c) CERTIFIED SUPPORT STAFF. The term "Certified Support Staff" means the Customer's staff that has undertaken the training prescribed for the implementation of the Software.
- d) CLIENT SERVICES REPRESENTATIVE. The term "Client Services Representative" means a person employed by or contracted by FDM to work on behalf of FDM to provide support and implementation services to the Customer.
- e) CURRENT RELEASE. The term "Current Release" means the latest version of the Software offered for general commercial distribution at a given point in time, including all Upgrades.



- f) CUSTOMIZATIONS. The term "Customizations" means all newly-developed software relating to the Software created for a separate fee by FDM or its subcontractors for the Customer, including but not limited to all interfaces between different components of the System and between the System and other systems.
- g) DATABASE. The term "Database" means the software application that is licensed to house the data.
- h) DOCUMENTATION. The term "Documentation" means, without limitation, all written, electronic, or recorded works, that describe the use, functions, features, or purpose of the System or any component thereof, and which are published or provided to the Customer by FDM or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, logic diagrams, and other materials related to or for use with the System.
- i) EFFECTIVE DATE. The term "Effective Date" means the date of this Agreement.
- j) ENHANCEMENTS. The term "Enhancements" means modifications to the Software to change current functionality.
- k) INTELLECTUAL PROPERTY. The term "Intellectual Property" means all right, title, interest and benefit of a party in and to any registered or unregistered worldwide trade-marks, trade or brand names, service marks, copyrights, copyright applications, designs, logos, symbols, patents, patent applications, industrial design rights, circuit topographies or similar rights, rights in and to licences and sub-licences from third parties in any of the foregoing, confidential information, trade secrets, processes, know-how, technology and other intellectual or industrial property.
- l) MAINTENANCE SERVICES or SUPPORT AND MAINTENANCE SERVICES. The term "Maintenance Services" or "Support and Maintenance Services" means the support and maintenance services to be provided by FDM as described in this Agreement.
- m) MODULES. The term "Modules" means the stand-alone units of Software created by FDM to be used with the Software.
- n) RMS or RECORDS MANAGEMENT SYSTEM. The term "RMS" or "Records Management System" means that software that is used to record and report staffing, suppression resources, property, and locations.
- o) SOFTWARE. The term "Software" is used interchangeably to mean all pre-existing software owned by FDM or provided to the Customer by FDM, as set forth in this Agreement and Schedule B, and all Upgrades, Customizations and Enhancements to the foregoing.
- p) SPECIFICATIONS AND REQUIREMENTS. The term "Specifications and Requirements" means all definitions, descriptions, requirements, criteria, warranties and performance standards relating to the Software or System.
- q) STATUTORY HOLIDAYS. The term "Statutory Holidays" means those days declared as provincial holidays in British Columbia. These are New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, or as amended by Provincial or Federal Statute.
- r) SYSTEM. The term "System" means the Fire Department Records Management and Computer Aided Dispatch software system to be designed, supplied, installed, configured, tested and commissioned by FDM and having the characteristics and specifications defined under the Software License Agreement, including but not limited to all Software.

- s) **THIRD PARTY SOFTWARE.** The term “Third Party Software” means all software included within the System or required for the System to function in full compliance with the Specifications and Requirements and is not owned by FDM.
- t) **UPGRADES.** The term “Upgrades” means program changes to the Software made to enhance the functionality of the Software and related Documentation delivered hereunder, most commonly given a new version number, that are made generally available to FDM’s licensees. The term "Upgrades" does not include separate modules that are separately licensed and priced, or any new product that is developed and marketed as a separate product by FDM.
- u) **WARRANTY PERIOD.** The term “Warranty Period” means the 90-day period following acceptance of each Module.

## **2. SUPPORT AND MAINTENANCE SERVICES**

During the term of this Agreement, FDM shall provide to the Customer Support and Maintenance Services for the Software, as defined below, in accordance with the terms of this Agreement and the response time described in Schedule A attached.

### **Definition of Support**

Support means access to pre-defined Client Services Representative who may assist the Customer with:

- Information
- Access to website/FTP site
- Access to Documentation
- Assisting with changes to the database
- Assisting with reports building
- Troubleshooting errors
- Assisting with configuration and testing problems
- Assisting with problems related to queries, advanced queries, calculated columns
- Supporting the Customer with issues that may arise from database upgrades to latest FDM release
- Access to 24/7/365 Support for System critical issues

### **Statement**

FDM warrants and represents that (1) the level of bugs or errors in the Software will be no greater than the level of bugs or errors that FDM has experienced in previous releases of the Software, (2) FDM has made and will use its best efforts to promptly eliminate Software defects, (3) the Software will operate without unreasonable interruptions (either in number or duration), (4) the Software is compatible with current versions of Microsoft Windows server software and MS SQL Server Database Management software, (5) that all Software will be prepared by FDM in a workmanlike manner and in accordance with the highest professional standards, (6) FDM will perform all work in compliance with applicable law.

### **Definition of Maintenance**

Maintenance means the provision of fixing Software defects, Upgrades that are generally made available without additional charge to other users of the Software with similar support and maintenance agreements relating to the Modules of the Software that the Customer is licensed to use. The parties shall amend Schedule B from time-to-time in the event that the Customer purchases the right to use additional Modules of the Software.



## **NFIRS**

Support and Maintenance will include annual NFIRS reporting updates as issued by the US Fire Administration.

### **Billable Support Services**

The following support services are not included in Support and Maintenance and shall be billed by FDM at its then current rates:

- Creating reports
- Creating new tables and/or columns
- Creating calculated columns
- Creating interfaces between FDM and other data sources or CAD systems
- Creating scripts to fix issues that were not caused by FDM
- Database customization review
- Database clean up
- Converting current database to another database software system
- Upgrading client databases to latest FDM release, either at the Customer's site or at the FDM's location
- Additional training

### **Hours of Support**

FDM shall provide Support Services during the hours as described in Schedule A.

### **New Releases**

FDM shall, from time-to-time issue new releases of the Software (Schedule B), and when it does, it will immediately provide to the Customer a copy of the release documentation, and updated user or system documentation. If any part of the Customer's custom code is not part of the general release delivered by FDM, then FDM will assist and provide guidance for integrating the custom code into the new release. Any time taken to modify or repair unauthorized changes that may require FDM's assistance may be billed at FDM's then current rates.

### **Exceptions**

FDM is not responsible for maintaining unauthorized Customer modified portions of the Software, Customer data files or for maintaining portions of the Software affected by unauthorized Customer modified portions of the Software. The Customer agrees that the equipment on which the Software operates will be operating properly at all times and must have been and continue to be properly maintained by the manufacturer of the equipment or a properly qualified service organization. Corrections for difficulties or defects traceable to the Customer's errors or unauthorized changes, Customer's hardware, or conflicts with other software not identified by FDM as compatible or part of the recommended operating environment may be subject to billing at FDM's current rates. The Customer will be responsible for properly testing and applying routine virus updates and security patches without the need for additional FDM notification. FDM will be responsible for testing FDM Software Upgrades prior to making them available to the Customer. The Customer acknowledges responsibility for testing FDM Software Upgrades before applying them to the Customer's production systems. For servers running FDM Software, the Customer acknowledges responsibility for communicating with FDM prior to installation of non-FDM software service packs, implementation of new releases or versions of non-FDM software, or installation of new non-FDM software products. Except for emergency replacement of a failing server, the Customer acknowledges responsibility for communicating with FDM prior to replacing a server on which FDM Software is being used. For workstations running FDM Software, the Customer acknowledges responsibility to test new workstation

configurations, software service packs, new releases or versions of software, and new software products prior to implementation.

FDM does not provide support for the Customer's Database software application.

### **Adjustments to Terms and Conditions**

For any renewal term of this Agreement, FDM shall provide to the Customer written notice of the annual fee for Support and Maintenance Services for the renewal term and of any changes to the terms and conditions of this Agreement. FDM shall provide such notice prior to September 01 in any year for the annual fee and any changes relating to the subsequent year. If the parties cannot agree to such annual fee or changes, then the parties may terminate this Agreement as provided for herein.

### **3. COST, PAYMENT AND TAXES**

#### **Annual Fee**

The Customer shall pay FDM for Support and Maintenance Services in the manner set forth in Schedule C. All requests by the Customer for additional features or functionality that fall outside of FDM's ongoing policy of upgrading the Software will be quoted on separately.

#### **Travel Expenses**

Upon FDM obtaining prior written approval from Customer, Customer shall reimburse FDM for any pre-approved out-of-pocket expenses incurred at the Customer's request and authorization, including travel to and from the Customer site, lodgings, meals, telephone and shipping, as may be necessary in connection with the duties performed by FDM under this Agreement.

#### **Payment**

FDM shall provide Support and Maintenance Services at no cost to the Customer during the Warranty Period. Support and Maintenance Services will be prorated (if necessary) for the first year after the Warranty Period, and thereafter invoiced annually in advance on December 31st. Payment is due thirty (30) calendar days after invoice.

#### **Taxes**

Customer shall pay all federal, state or local sales, or use taxes, or import duties and taxes that may be imposed upon the amount invoiced to Customer under this Agreement, unless Customer has furnished FDM with a certificate of exemption. Customer shall pay all such amounts directly to the taxing authority unless the taxing authority requires that FDM collect and remit payment, in which event Customer shall pay said amounts to FDM and FDM shall remit such amounts to the authority. Customer and FDM shall cooperate in taking all reasonable actions necessary to minimize, or to qualify for exemptions from, any such taxes, duties or liabilities, including the furnishing of certifications that purchases by Customer are for purposes of resale. Customer and FDM shall each have the right to protest or appeal any tax or charge assessed against it by any taxing authority.



#### 4. CUSTOMER'S OBLIGATION

##### **Access to Data and System**

The Customer shall provide FDM with data dumps, as requested, access to the Software, and with sufficient test time on the Customer's computer system to duplicate the problem, to certify that the problem is with the Software, and to certify that the problem has been corrected.

The Customer shall install and maintain for the term of this Agreement, a reasonable and satisfactory method of direct computer access to the Software. The Customer shall pay for the installation and maintenance of such access. FDM shall use this access service in connection with error correction, Software updating and user support only, and only upon prior written notice to the Customer.

The Customer shall make reasonable efforts to upgrade the Software in its entirety to a release version that is not more than one (1) release version older than the most recent version of the Software, but will not exceed two (2) release versions older than the most recent version of the Software. FDM is not obligated to provide Support Services for release versions that are more than two (2) release versions older.

The Customer, subject to and in accordance with the Customer's internal policies and guidelines, will upgrade the computer operating software, hardware and underlying database engines of the Software as necessary to meet the changing requirements of the Software as specified by FDM as part of a current release of the Software, or as the parties mutually agree. The parties agree that FDM is not obligated to ensure that its new release of the Software is compatible with outdated (namely, exceeding three (3) years from date of initial release) hardware, computer operating software or database engines.

#### 5. CONFIDENTIALITY

##### **Defined**

Confidential information includes, without limitation, any tangible and intangible material such as written or printed documents specifically identified to be confidential, samples, data structures, links, architecture, implementations of the Software, software, information obtained through access to an electronic database, and any oral disclosures. All confidential information submitted by either party to the other is subject to the terms of this Agreement, provided that the confidential nature of the information has been clearly marked, or when disclosed orally has been identified as confidential information at the time. The receiving party has no obligation or restriction with respect to confidential information which is in the public domain through no wrongful act or omission of the receiving party, has been lawfully received from a third party without obligations of confidentiality, or is independently developed in good faith by the receiving party (with the burden of proof being on the receiving party).

##### **Recipient's Responsibilities**

All information disclosed to a receiving party shall be protected and kept in confidence forever by the receiving party, who agrees to use the degree of care and employ safeguards as are reasonable for such information. The receiving party can disclose the confidential information only to persons within the receiving party's organization on a need-to-know basis. Such persons shall be informed of the confidential nature of the information, and if necessary shall be required to sign a similar agreement of non-disclosure. The receiving party shall segregate all confidential information from other material in order to prevent comingling, and the receiving party shall not use the confidential information in whole or in part for any purpose other than the purposes of this Agreement. The receiving party shall not reverse engineer, decompile, translate, modify or disassemble any Software disclosed to it. All confidential information shall

be returned to the disclosing party upon the termination or expiration of this Agreement, unless it is reasonably required with respect to the ongoing use by Customer of the Software.

### **Rights to Confidential Information**

It is expressly understood and agreed by the parties that the disclosure of confidential information under this Agreement will not be construed as granting to the receiving party any rights or interest whether express or implied by license or otherwise to the matters or inventions to which such confidential information pertains or to any patent, industrial design, copyright, trade-mark or trade secret rights beyond the rights expressly granted by this Agreement. The receiving party may only use confidential information disclosed under this Agreement in furtherance of this Agreement.

### **Freedom of Information**

FDM acknowledges and agrees that the Customer may be subject to laws providing for free access to government information, commonly referred to as Freedom of Information statutes, with respect to information under its custody and control. Accordingly all documents and information provided by FDM to the Customer under and pursuant to this Agreement may potentially be available to the public by operation of law. Customer acknowledges that FDM has requested that all confidential information not be disclosed to the public. Customer agrees to use reasonable efforts to notify FDM of any request to access confidential information.

## **6. LIMITATION OF LIABILITY**

### **Customer's Obligations**

Customer represents and agrees that it shall ensure that all persons operating the hardware and software during times when life or property are at risk are properly qualified, supervised, trained, and have demonstrated effectively that the operator is proficient in the use of the hardware and software and the System. Customer warrants that its operators will not rely solely upon recommendations presented by the System when making decisions in situations where life or property is at risk. Customer acknowledges that the System may not operate totally without interruption and warrants that it shall maintain a manual or mechanical system adequate to backup the equipment and software should they become unavailable for use, either planned or unplanned.

The Customer is responsible for the installation and maintenance, and regular replacement of all hardware (network cabling, switches, hubs, servers and workstations, backup power supplies and all other matters commonly the responsibility of the Customer) and for ensuring that all major operating system and database service packs are kept current after FDM has recommended their installation.

The Customer is responsible for ensuring that all workstations and servers are kept free of viruses, worms or other non FDM approved software which may affect the operation of the supplied software.

If the Customer purchases FDM CAD, the Customer is responsible for all the equipment and cabling necessary to get the incoming Telco 911 feed from the phone company's termination point to the server or workstation where the ANI/ALI interpreter resides.

The Customer is responsible for ensuring the accuracy and integrity of the data which supports the functioning of the system. This data includes, but is not limited to:

- a. Accurate and correct department information.
- b. Accurate and correct resource information (departmental vehicles and station locations)



- c. Accurate and valid GIS data (where available).
- d. Accurate and correct location (property) information.

The Customer is responsible for performing and testing the integrity of regular database backups and redundancy process.

The Customer is responsible for database administration functions and for ensuring the proper maintenance of the database (as per the database supplier's instructions).

### **General Limitations**

Neither party will be liable to the other party for (i) any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss or revenues, profits, goodwill, use, data, failure to realize expected savings,.

Each party will defend, indemnify and hold harmless (including all court costs and attorneys fees) the other party for any damages, whatsoever in nature to the extent they may arise from the negligence or willful misconduct of the indemnifying party or any of its agents, employees, directors, officials or attorneys.

Notwithstanding any other provision herein, FDM shall defend, hold harmless and indemnify Customer (including its elected officials, officers, representatives, agents, employees, volunteers and affiliates) against all claims, demands, losses, suits, damages, fees, fines, royalties, liability and expenses (including reasonable lawyer's fees) arising out of any suit, claim or action relating to FDM's actual or alleged direct or contributory infringement of, or inducement to infringe, any Intellectual Property right relating to the Software or the Documentation.

## **7. TERM AND TERMINATION**

### **Term**

The term of this Agreement commences on the Effective Date and ends on December 31 of each year. This Agreement will automatically renew for additional periods of one (1) year provided that either party has not given the other written notice, on or before October 31<sup>st</sup> in that year, of its intention to terminate the Agreement at the expiration of the then current term.

### **Limitations**

FDM may at its sole discretion limit or suspend Customer's access to Support, pursuant to this Agreement, where (1) Customer is in material default under the terms of this Agreement (non-payment is deemed to be a material default), or (2) it appears that the need for Support is based upon the failure of Customer to provide Certified Support Staff to administer the Software. Prior to doing so, FDM will give the Customer forty-five (45) calendar days written notice of its intention to do so and will work with the Customer to reduce the demand for telephone support.

### **Termination**

The Customer may terminate this Agreement at any time and for any reason upon thirty (30) calendar days prior written notice to FDM, including but not limited to termination due to non-appropriation of funding to carry out this Agreement in subsequent fiscal years.

### **For Breach**

If either party fails to fulfill one or more of its material obligations under this Agreement, the other party may, upon its election and in addition to any other remedies that it may have, at any time terminate all

the rights granted by it hereunder by providing not less than one (1) month's written notice specifying any such breach, unless within the period of such notice all breaches specified therein will have been remedied or all reasonable steps are being taken to remedy such breaches.

### **Survival**

Expiration or termination of this Agreement for any reason will not affect any obligations which, within the context of this Agreement, are intended to survive expiration or the sooner termination of this Agreement, including but not limited to Sections 1 (Definitions), 3 (Cost, Payment and Taxes), 5 (Confidentiality), 6 (Limitations of Liability), and 10.7 (Disputes).

## **8. INSURANCE**

### **Limits**

FDM shall comply with the following conditions and procure and keep in force during the term of this Agreement, at its own cost and expense.

- (a) Workers' Compensation Insurance or such insurance of a similar type as required by British Columbia law. If the Customer authorizes work by any subcontractors, FDM will require each subcontractor to provide Workers' Compensation Insurance or such insurance of a similar type for its employees, unless FDM covers such employees.
- (b) Commercial General Liability Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$1,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
- (c) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.

The Customer shall be named as an additional insured under the FDM's Commercial General Liability Insurance coverage. FDM shall provide certificates of insurance to the Customer indicating compliance with this paragraph.

The above liability policies shall contain a provision that the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice to the Customer. No cancellation provision in any insurance policy will be construed in derogation of the continuous duty of FDM to furnish the required insurance during the term of this Agreement.

In case of the breach of any provision of this section, the Customer may, at its option and with no obligation to do so, provide and maintain at the expense of FDM, such types of insurance in the name of FDM, and with such insurers, as the Customer may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to FDM under this Agreement or may demand FDM to promptly reimburse the Customer for such cost.

FDM shall require any contractor (and any subcontractors) it utilizes in administering this Agreement to carry the same levels of insurance set forth herein.

## **9. RELATIONSHIP**



### **Independent Contractor**

The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. FDM's services are those of an independent contractor.

### **FDM Employees**

Any and all employees of FDM, while engaged in the performance of any services hereunder, will be considered employees of FDM only and not of the Customer. FDM's employees are not entitled to any of the employment benefits of the Customer as a result of their performance of any obligations under this Agreement. Any and all claims that may or might arise under the worker's compensation legislation on behalf of said employees or FDM, while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of FDM's employees, while so engaged, will be the sole obligation and responsibility of FDM.

### **Personnel**

The Customer may review, approve, or request a change of FDM's employees or subcontractors who provide services under this Agreement.

A party must not directly or indirectly induce an employee of the other party to terminate his/her employment with the other party.

This section remains in force for six (6) months after the end of the expiration or termination of this Agreement.

### **FDM Standards of Employment**

FDM warrants that it has not employed or retained any company or person, other than a bona fide employee, agent or contractor working for FDM, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for FDM, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Customer may terminate this Agreement without liability or, in its discretion, may deduct from the project price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

FDM, with regard to the Support and Maintenance Services performed by it, will not discriminate on the grounds of race, religion, colour, national origin, or sex in the selection and retention of employees or independent contractors, including procurements of materials and leases of hardware.

## **10. MISCELLANEOUS**

### **Addresses**

Any statement, notice, request or other communication hereunder will be deemed to be sufficiently given to the addressee and any delivery hereunder deemed made three (3) calendar day after delivery or fax (with receipt confirmation) to the following addresses:

To the Customer:  
City of Lee's Summit  
Attention: Director of ITS  
220 SE Green Street,

Lee's Summit, Missouri, 64063

To FDM:

Edward Colin, President  
FDM Software, Ltd.  
949 West 3rd Street, Ste. 113  
North Vancouver, BC, Canada V7P 3P7  
Fax number: 604-986-7130

or to such other address as the party may specify from time to time by notice given in accordance with this section.

**Construction**

Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Each party acknowledges that the Agreement should not be strictly construed against one party or the other, but interpreted reasonably and fairly so as to give effect to the manifest intentions of the parties.

**Modification**

This Agreement may not be modified except by a written instrument duly executed by the parties hereto. The Customer may, from time to time, require changes in the scope of this Agreement. Such changes, including any increase or decrease in the amount of FDM's compensation, or services, will: (a) be made only in writing and signed by an authorized representative of the Customer, (b) be explicitly identified as a change to this Agreement, (c) be approved by FDM and (d) become a part of this Agreement.

**Force Majeure**

Each party shall be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes beyond the reasonable control of such party; provided that, in order to be excused from delay or failure to perform, such party must act diligently to remedy the cause or effect of such delay or failure to the extent the party is able. In the event of such delays, the timetables shall be extended by as many calendar days as the delay caused by forces outside the reasonable control of the parties.

**Required Approvals**

Unless otherwise specified herein, where agreement, approval, acceptance, or consent by either party is required by any provision of this Agreement, such action will not be unreasonably delayed or withheld.

**Applicable Law and Choice of Forum**

This Agreement and the parties' obligations hereunder is governed, construed, and enforced in accordance with the laws of the State of Missouri and the laws of the United States of America applicable therein. The parties agree that all disputes will be submitted to a court of competent jurisdiction in Jackson County, Missouri.

**Disputes**

With the exception of any claim relating to Intellectual Property rights or a breach of the confidentiality provisions set forth in this Agreement, if a dispute arises between the parties involving this Agreement or any provision thereof, then the parties shall conduct good faith negotiations to resolve such dispute or disagreement, failing which, after seven (7) calendar days, either party may request by written



notice to the other that the dispute be escalated to senior management as specified below ("Senior Management"). If such a request is made, then each party will make available its Senior Management who will meet or discuss within fifteen (15) business days after such request is made to attempt to resolve the dispute. Either party may change its Senior Management appointee upon prior written notice to the other.

FDM                                      Edward Colin, President

Customer                                City Manager

If Senior Management does not settle such dispute within an additional fifteen (15) calendar days, then either party may pursue any action or remedy available at law.

Unless otherwise instructed by the Customer in writing, FDM will continue to perform its obligations pursuant to this Agreement during any mediation or litigation, unless the dispute is for material non-payment.

### **Severability of Agreement**

In the event that any provision of this Agreement is held invalid, void, illegal or unenforceable, the remainder of this Agreement will not be impaired or affected thereby, and each term, provision, and part will continue in full force and effect and will be interpreted in a manner consistent with the intent of the parties.

### **Headings for Convenience.**

The section and subsection headings used herein are for referral and convenience only, and will not enter into interpretation hereof. The exhibits referred to herein and attached, and to be attached hereto, are incorporated herein to the same extent as if set forth in full herein.

### **Assignment Barred**

Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, which consent may be unreasonably withheld. This provision does not prevent FDM from engaging appropriate independent contractors to complete its work provided that Customer approves of such independent contractors, and such approval will not be unreasonably withheld or delayed. In such event, FDM will remain fully liable and responsible for such independent contractors and will not be relieved of any of its obligations hereunder.

### **Order of Precedence**

In the event of any conflict between the clauses of this Agreement, its exhibits, and any of the documents incorporated by reference, the following order of precedence applies: (a) this Agreement; (b) exhibits to this Agreement; (c) FDM's proposal and any changes thereto in reverse chronological order, (i.e., most recent modifies the earliest); and (d) any other documents incorporated by reference. Notwithstanding the foregoing, a specific reference in a clause takes precedence over a general reference, regardless of the order of precedence of the Agreement, exhibit or document that the clause is contained in.

### **Waiver of Rights**

The waiver by either party of any term or condition of this Agreement will not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

### **Successors and Assigns**

This Agreement is binding on the parties, their successors and permitted assigns.

**Entire Agreement**

Except as expressly provided otherwise herein, this Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

**Time of the Essence**

Time is of the essence of this Agreement and of every part hereof, and no extension or variation of this Agreement will operate as a waiver of this provision.

**Contra Proferentum**

The parties understand, agree, and acknowledge that: (a) this Agreement has been freely negotiated by both parties; and (b) in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there will be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

IN WITNESS to this Agreement the parties have caused this Agreement to be executed and delivered without condition by their duly authorized representatives.

FDM SOFTWARE LTD.

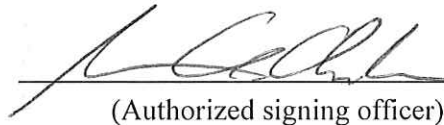
  
\_\_\_\_\_  
(Authorized signing officer)

Name and Title:

Ed Colin, President

Date:

CITY OF LEE'S SUMMIT

  
\_\_\_\_\_  
(Authorized signing officer)

Name and Title:

*Stephen A. Adams* City Manager

Date:

Approved as to form:

  
Assistant City Attorney

**SCHEDULE "A"**

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FDM Hours of Support and Maintenance Service are as follows:

Regular Hours of Service (pacific time)	After Hours of Service (pacific time)
6:00am to 4:30 pm Monday to Friday	4:30 pm to 6:00 am Monday to Friday
	Saturdays & Sunday
	Statutory holidays in BC
Call received by: FDM staff	Call received by: Answering Service

**Incident/Request for Service Priority**

All Support and Maintenance incidents/ requests for service will be prioritized on the following basis:

<b>Priority A (High)</b>	<b>Priority B (Medium)</b>	<b>Priority C (Low)</b>
<b>Work Outage</b>		
The Software System has failed and causes the users to be unable to work or perform some significant portion of their job. Examples could include such things as the system is down and cannot be restarted, File System Corruption.	Priority B issues are software faults where normal system operation is affected to some degree and a workaround is not available, but users are still able to complete most other tasks. Examples could include such things as a user cannot extract data using a report, calculated column is not functioning as expected.	Priority C issues are for software faults where a fault was detected, but normal operation is not affected. Priority C calls also include enhancement requests for potential modification to system software. Examples could include "how to" reset passwords, changing default colours, etc.
<b>Response Time During Regular Hours of Service</b>		
Within 30 minutes after receiving call from Client Administrator or designate.	Within three business days of FDM's receipt of verbal, written or electronic notice from Client Administrator or designate. FDM will work with the Client to come to a mutually agreed upon resolution date.	For software related issues, this priority allows for work to be scheduled as part of a planned maintenance update.
<b>Response Time During After Hours of Service</b>		
Within 2 hours after receiving call from answering service	Not Available	Not Available



### **Incident/Request for Service Reporting Procedure**

All problems, queries or requests for assistance must be made to the FDM Client Service Department by phone at 800 986 9941 or by electronic mail at [clientservices@fdmsoft.com](mailto:clientservices@fdmsoft.com) .

When reporting an issue, be prepared to provide your name, phone number, workstations affected, where you can be reached, a description of the problem/service, and the impact of the problem.

FDM will deal with problem/incident according to the priority assigned. In the case that a problem cannot be readily resolved, FDM will attempt to identify a work around.

As soon as FDM corrects an Issue, FDM will notify the Customer that the Issue has been corrected by sending an electronic mail.

### **For all Priority A calls:**

FDM will provide an update to the Customer regarding the status of the problem incident along with the action plan and anticipated resolution time within 2 hours after responding to the call and every 2 hours thereafter until the system has been made operational or the issue is downgraded to a Priority B or Priority C call. FDM will provide resolution to the problem if the hardware, operating system, network connectivity, SQL server software is functional and software and database backups are available. FDM is not responsible for hardware, operating system, SQL server or network connectivity related problems.

### **Escalation Process**

- a) If problem incident remains unresolved within 6 hours the Manager of Support or their designate at FDM will contact the Customer's Administrator to provide a verbal update and action plan.
- b) If problem incident remains unresolved within 12 hours after responding to the call the President or CTO of FDM will contact the Fire Chief or the Director of ITS of the Customer to provide a verbal update and action plan. This process will continue every 12 hours thereafter.
- c) If the problem incident remains unresolved within 48 hours after responding to the call then FDM agrees to provide an on-site staff resource until the problem is resolved or downgraded to a Priority B or Priority C call. All travel meal and lodging costs will be at the expense of FDM. If the Priority A issue is the result of a condition that is in the Customer's control (hardware, OS / database software, network connectivity or unauthorized changes to the database) FDM will be entitled for reimbursement of all expenses.
- d) Upon resolution of the problem incident, a debriefing meeting will be held to discuss process for resolution, proposed improvements, and follow-up actions required.

Where temporary solutions are provided, FDM will provide a permanent fix within 30 calendar days or as mutually agreed but the application of the permanent fix will not exceed 6 months.

### **For Priority B and Priority C calls:**

FDM shall provide, at the Customer's request, a report of call history and the status of any active Priority B and C calls including the anticipated resolution date.

## SCHEDULE "B"

### Licensed Modules:

- CAD Modules:
  - Computer Aided Dispatch System (CAD)
  - ANI/ALI Services
  - CAD Mapping
  - Mobile CAD
  - CAD Active Monitor
  
- RMS Modules:
  - Properties
  - Personnel
  - Incident Reporting (Fire & EMS)
  - Training
  - Inspection
  - Permits
  - Asset Management

### Third Party Software:

- ESRI® Arc Engine

**SCHEDULE "C"**

**Annual Support and Maintenance Pricing**

<b>Modules:</b>	<b>Unit price</b>	<b>Annual Support fee</b>
	<b>Current List Price 2013</b>	<b>2014 Support</b>
CAD Dispatch (6)	\$ 210,000.00	\$ 42,000.00
ANI/ALI Service	\$ 15,000.00	\$ 3,000.00
CAD Mapping	\$ 15,000.00	\$ 3,000.00
CAD Active Monitor	\$ 4,000.00	\$ 800.00
Mobile CAD (3 Licenses)	\$ 4,500.00	\$ 900.00
ESRI ArcEngine for Mobile CAD (3)		\$ 225.00
Incident (Fire & EMS) Module	\$ 26,173.00	\$ 5,234.60
Training Module	\$ 13,775.00	\$ 2,755.00
Inspection Module	\$ 16,530.00	\$ 3,306.00
Permit Module	\$ 4,133.00	\$ 826.60
Asset Management Module	\$ 13,775.00	\$ 2,755.00
<b>Total</b>		<b>\$ 64,802.20</b>

<b>Fixed Annual Support 2014 - 2018:</b>	<b>Annual increase of 2%</b>	<b>Annual Support fee</b>
2014		\$ 64,802.20
2015	\$ 1,296.04	\$ 66,098.24
2016	\$ 1,321.96	\$ 67,420.21
2017	\$ 1,348.40	\$ 68,768.61
2018	\$ 1,375.37	\$ 70,143.99

## Packet Information

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**File #: 2019-2906, Version: 1**

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Presentation of the planned award of RFP 2019-062 Banking Services.

Issue/Request:

The City Council will be presented with an ordinance for first reading on July 16 to award two contracts in response to RFP 2019-062 for Banking Services. The contracts are currently in review with staff in the Law Department. This presentation is intended to share all pertinent information with the Finance and Budget Committee in advance of the ordinance being submitted for City Council approval.

Key Issues:

The City currently conducts banking business under a contract with UMB Bank that was established with Resolution No. 14-03 in April, 2014. The contract allows for typical financial services such as multiple bank accounts, check writing and clearing, funds transfers, reconciliation, deposit processing, and financial reporting. In addition, the City requires additional specialized services including investment custodial services, merchant card processing, trust services, and lockbox processing. The City is currently operating until September 30 under a contract extension of the fourth renewal year. A decision was made to rebid the banking services rather than continue the fifth renewal year in order to review existing services and costs and also consider implementation of new technologies.

RFP No. 2019-062 was issued to solicit interest in the City's banking service needs. The RFP was written in a manner that allowed for a split award of services in the event that such a split award was in the best interest of the City. Four banks responded to the RFP. All four banks were interviewed and provided demonstrations of online services to the evaluation committee of seven staff members. The evaluation committee concluded that all four responding banks were well qualified to provide the requested services. Evaluation committee members were:

Sherri Staub, Cash Management Officer  
Darlene Pickett, Assistant Finance Director/Controller  
Robin Blum, Assistant Finance Director/Cash and Debt  
Rick Gentry, Procurement and Contract Services Manager  
Bette Wordelman, Finance Director  
Carole Culbertson, Parks Department  
Brent Boice, Water Utilities

The analysis of cost and revenue data in the responses was a complex process because of the numerous services, the package incentives offered, and the interrelationship of some of the services. Additionally, the committee evaluated the responses in relation to the current banking practices and to potential changes in our banking practices. The committee concluded that the contract award should be split between two banks with US Bank awarded banking services, merchant card services, investment custodial services, purchasing card, and electronic payables. The committee concluded that trust services should be awarded to UMB Bank.

The committee has delayed a final decision on lockbox services because consideration is being given to handling lockbox services internally in the City's Treasury Division. UMB Bank has agreed to continue to provide lockbox services under the existing contract extension until September 30 thereby allowing time for a more thorough review of that option. If

the decision is made to continue external lockbox processing through a bank, a review of external options will occur prior to September 30.

If the Finance and Budget Committee and the City Council approve the recommended contract awards, the Finance Department anticipates phasing in the new services and phasing out prior services with a short-term overlap. New merchant card services and new bank accounts should be in place close to September 1. The purchasing card transition is planned for October 1. Prior bank accounts will need to remain open long enough to clear most checks that have been issued. The transition period should be concluded by or close to October 1.

Proposed City Council Motion:

None required.

Impact/Analysis:

Estimated savings for banking services: \$19,305 annually plus one time \$30,000

Estimated increase for safekeeping services: \$1,200 annually

Estimated decrease in interest earnings: \$41,148

Estimated savings for merchant card services: Minimum of \$89,000 annually

Estimated savings for lockbox services: \$7,774

Estimated change for trust services: No change

Estimated increased rebate for P-Card and E-payables: Minimum of \$2,700

Total Net Impact for all Funds/Departments: Minimum of \$76,431 savings

Bette Wordelman, Finance Director

Recommendation: Presentation for informational purposes only.



## Packet Information

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**File #:** 2019-2890, **Version:** 1

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Presentation of the FY19 May General Fund Financial Dashboards.

Issue/Request:

Presentation of the FY19 May General Fund Financial Dashboards.

Key Issues:

The General Fund year-to-date (YTD) revenue and encumbrance amounts through the month of May total \$67,978,137. This total is greater than budgeted estimates by \$938,712 (or 1.4%). Information about the major revenue sources and/ or variances include:

- Property Taxes: Revenues from property taxes have exceeded budgeted estimates by \$234,809 (or 2%).
- Sales Tax: The local sales tax revenue is \$54,929 (or less than 1%) greater than budgeted estimates. In comparison to the same period through FY18, current year local sales tax revenue is greater by \$863,239 (or 6%).
- Franchise tax: In total, revenues from franchise tax have exceeded budgeted estimates by \$393,049 (or 3%).
- Licenses and Permits: There are several different revenues that make up this category and a majority are related to licenses and permits for development (i.e. inspection fees, right-of-way permitting, etc.). The severe weather that the city has experienced during this fiscal year has had a negative impact on development. In total, this revenue category is \$195,852 (or 8%) below budgeted estimates.
- Investment Earnings: This revenue category is significantly exceeding budgeted estimates by \$422,010 (or 384%).

The General Fund YTD expense and encumbrance amounts through the month of May total \$65,574,252. This total is less than budgeted amounts by \$2,658,498 (or 4%).

The only expense category where the YTD actual expense is significantly greater than the YTD budgeted expense is the Transfers Out category. This expense category is \$111,440 (or 8%) greater than budgeted amounts. As it has been mentioned in previous dashboards, this variance is due to how the expense was budgeted. The transfers were spread and budgeted to occur each month; however, the transfers actually occurred in one month at the beginning of the fiscal year. When the fiscal year is completed, the budgeted and actual amounts for transfers out should equal each other.

Proposed City Council Motion:

N/A

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**File #:** 2019-2890, **Version:** 1

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Background:

N/A

Chris Clubine, Management Analyst

## May 2019 Dashboard

	2019 YTD Budget	2019 YTD Encumbrance	2019 YTD Expense (Revenue)	2019 YTD Budget Remaining*	% Used	2018 YTD Expense/ (Revenue)	% Chg. 2018 to 2019
<b>REVENUE</b>	<b>(67,039,424)</b>	<b>(68,919)</b>	<b>(67,909,218)</b>	<b>938,712</b>	<b>101%</b>	<b>(65,807,376)</b>	<b>3%</b>
<b>Property taxes</b>	<b>(21,664,477)</b>	<b>0</b>	<b>(21,894,117)</b>	<b>229,640</b>	<b>101%</b>	<b>(20,877,030)</b>	<b>5%</b>
<b>Sales tax</b>	<b>(15,394,478)</b>	<b>0</b>	<b>(15,629,287)</b>	<b>234,809</b>	<b>102%</b>	<b>(14,701,621)</b>	<b>6%</b>
Local Sales Tax	(15,994,754)	0	(16,049,683)	54,929	100%	(15,186,444)	6%
Local Sales Tax - EATS	600,276	0	600,904	(628)	100%	556,430	8%
Sales tax-CassCo prior period remit	0	0	(180,508)	180,508	--	(71,607)	152%
<b>Franchise tax</b>	<b>(11,791,763)</b>	<b>0</b>	<b>(12,184,811)</b>	<b>393,049</b>	<b>103%</b>	<b>(12,470,097)</b>	<b>-2%</b>
Natural Gas Franchise Tax	(1,944,201)	0	(2,272,459)	328,258	117%	(2,248,079)	1%
Telephone Franchise Tax	(1,880,156)	0	(1,848,710)	(31,446)	98%	(2,043,812)	-10%
Electric Franchise Tax	(6,612,712)	0	(6,742,357)	129,646	102%	(6,851,088)	-2%
Cable TV Franchise Tax	(1,354,694)	0	(1,321,285)	(33,409)	98%	(1,327,117)	0%
<b>Motor vehicle taxes</b>	<b>(3,369,839)</b>	<b>0</b>	<b>(3,355,981)</b>	<b>(13,857)</b>	<b>100%</b>	<b>(3,381,717)</b>	<b>-1%</b>
<b>Other taxes</b>	<b>(322,690)</b>	<b>0</b>	<b>(270,102)</b>	<b>(52,588)</b>	<b>84%</b>	<b>(294,791)</b>	<b>-8%</b>
<b>Fines and forfeitures</b>	<b>(1,099,180)</b>	<b>0</b>	<b>(1,066,937)</b>	<b>(32,243)</b>	<b>97%</b>	<b>(1,072,047)</b>	<b>0%</b>
<b>Licenses and permits</b>	<b>(2,383,332)</b>	<b>0</b>	<b>(2,187,480)</b>	<b>(195,852)</b>	<b>92%</b>	<b>(2,548,453)</b>	<b>-14%</b>
<b>Intergovernmental</b>	<b>(1,039,060)</b>	<b>0</b>	<b>(869,796)</b>	<b>(169,263)</b>	<b>84%</b>	<b>(666,459)</b>	<b>31%</b>
<b>Charges for services</b>	<b>(8,115,536)</b>	<b>(1,876)</b>	<b>(8,399,039)</b>	<b>285,378</b>	<b>104%</b>	<b>(7,144,448)</b>	<b>18%</b>
<b>Material and fuel sales</b>	<b>0</b>	<b>0</b>	<b>(2,687)</b>	<b>2,687</b>	<b>--</b>	<b>(698)</b>	<b>285%</b>
<b>Investment earnings</b>	<b>(110,000)</b>	<b>0</b>	<b>(532,010)</b>	<b>422,010</b>	<b>484%</b>	<b>(68,887)</b>	<b>672%</b>
<b>Other</b>	<b>(944,557)</b>	<b>0</b>	<b>(846,541)</b>	<b>(98,016)</b>	<b>90%</b>	<b>(1,549,589)</b>	<b>-45%</b>
<b>Sale of property</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>--</b>	<b>(108,233)</b>	<b>-100%</b>
<b>Transfers in</b>	<b>(804,515)</b>	<b>(67,043)</b>	<b>(670,429)</b>	<b>(67,043)</b>	<b>92%</b>	<b>(923,305)</b>	<b>-20%</b>
<b>EXPENSES</b>	<b>68,232,750</b>	<b>904,698</b>	<b>64,669,554</b>	<b>2,658,498</b>	<b>96%</b>	<b>63,344,979</b>	<b>4%</b>
<b>Personal services</b>	<b>46,093,960</b>	<b>0</b>	<b>44,210,143</b>	<b>1,883,817</b>	<b>96%</b>	<b>42,607,431</b>	<b>4%</b>
Salaries	30,827,334	0	28,541,272	2,286,062	93%	27,354,704	104%
Overtime	2,360,513	0	2,627,101	(266,588)	111%	2,625,449	100%
FICA/Medicare	2,161,248	0	2,258,193	(96,945)	104%	2,175,154	104%
Misc	152,390	0	178,085	(25,696)	117%	155,963	114%
Health/Dental Insurance	6,384,086	0	6,282,495	101,591	98%	5,944,189	106%

Other Payroll Costs	975,356	0	911,755	63,601	93%	1,026,226	89%
Retirement-Lagers	3,233,034	0	3,411,242	(178,209)	106%	3,325,746	103%
<b>Supplies for resale</b>	<b>251,996</b>	<b>0</b>	<b>145,272</b>	<b>106,724</b>	<b>58%</b>	<b>219,180</b>	<b>-34%</b>
<b>Other supplies, services and charges</b>	<b>10,959,937</b>	<b>338,178</b>	<b>10,363,764</b>	<b>257,996</b>	<b>98%</b>	<b>9,381,499</b>	<b>14%</b>
<b>Repairs and maintenance</b>	<b>1,335,317</b>	<b>22,030</b>	<b>1,192,748</b>	<b>120,539</b>	<b>91%</b>	<b>1,382,572</b>	<b>-12%</b>
<b>Utilities</b>	<b>1,605,617</b>	<b>561</b>	<b>1,444,110</b>	<b>160,947</b>	<b>90%</b>	<b>1,436,214</b>	<b>1%</b>
<b>Fuel and lubricants</b>	<b>470,069</b>	<b>8,789</b>	<b>342,931</b>	<b>118,350</b>	<b>75%</b>	<b>419,983</b>	<b>-16%</b>
<b>Miscellaneous</b>	<b>91,904</b>	<b>0</b>	<b>21,085</b>	<b>70,819</b>	<b>23%</b>	<b>43,482</b>	<b>-52%</b>
<b>Capital outlay</b>	<b>168,000</b>	<b>0</b>	<b>147,334</b>	<b>20,666</b>	<b>88%</b>	<b>293</b>	<b>50,171%</b>
<b>Construction</b>	<b>0</b>	<b>0</b>	<b>(47,429)</b>	<b>47,429</b>	<b>--</b>	<b>0</b>	<b>--</b>
<b>Interdepartment charges</b>	<b>5,869,191</b>	<b>535,140</b>	<b>5,351,399</b>	<b>(17,348)</b>	<b>100%</b>	<b>5,807,431</b>	<b>1%</b>
<b>Transfers out</b>	<b>1,386,758</b>	<b>0</b>	<b>1,498,198</b>	<b>(111,440)</b>	<b>108%</b>	<b>2,046,894</b>	<b>-27%</b>
<b><u>NET INCOME</u></b>	<b><u>1,193,326</u></b>	<b><u>835,779</u></b>	<b><u>(3,239,664)</u></b>	<b><u>3,597,210</u></b>	<b><u>-201%</u></b>	<b><u>(2,462,397)</u></b>	<b><u>-2%</u></b>