



The City of Lee's Summit

Final Agenda

Finance and Budget Committee

Monday, June 4, 2018

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Comments
5. **Business**

A. [2018-2079](#) Minutes from F&BC 5-21-18 meeting

B. [2018-2072](#) AN ORDINANCE APPROVING THE MULTI-YEAR SUPPORT COMMITMENT FOR THE LAWSON ENTERPRISE RESOURCE PLANNING SYSTEM BY AND BETWEEN INFOR (US) INC. (FORMERLY LAWSON SOFTWARE AMERICAS, INC.) AND THE CITY OF LEE'S SUMMIT, MISSOURI IN THE AMOUNT OF \$541,689.29 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Stephen Marsh, Chief Technology Officer

C. [TMP-0919](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE KANSAS BUREAU OF INVESTIGATION AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE USE OF MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA AWARD FUNDS.

Presenter: LSPD Curt Mansell

D. [TMP-0921](#) AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2018 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Presenter: Presenter: Major Curt Mansell, Police Department

- E. [TMP-0927](#) AN ORDINANCE APPROVING THE PROCUREMENT OF EXCESS WORKERS COMPENSATION COVERAGE FROM MIDWEST EMPLOYERS CASUALTY COMPANY FOR FISCAL YEAR 2019 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS AND OTHER DOCUMENTS NECESSARY FOR SAID INSURANCE COVERAGE.

Presenter: Jackie McCormick Heanue, Interim Director of Human Resources

- F. [TMP-0918](#) AN ORDINANCE APPROVING THE FY2019 PROPERTY AND LIABILITY INSURANCE PROGRAM, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION, TRAVELER'S INSURANCE AND THOMAS MCGEE, L.C. FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE AND RELATED SERVICES FOR FY2019, AND AUTHORIZING THE CITY ATTORNEY TO APPROVE INDIVIDUAL CLAIM EXPENSES AND/OR SETTLEMENTS IN AMOUNTS NOT TO EXCEED \$20,000.00 PER CLAIM.

Presenter: Jackie McCormick Heanue, Interim Director of Human Resources

G. Continuation of Budget Discussion

6. Roundtable

Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

Packet Information

File #: 2018-2079, **Version:** 1

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

Monday, May 21, 2018

4:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

Special Meeting

1. CALL TO ORDER

2. ROLL CALL

Councilmember Binney was not present as an alternate was not needed.

Present: 3 - Chairperson Bob Johnson
Councilmember Trish Carlyle
Vice Chair Beto Lopez

Absent: 2 - Alternate Rob Binney
Councilmember Phyllis Edson

3. APPROVAL OF AGENDA

On motion by Councilmember Carlyle, seconded by Councilmember Lopez, the agenda was approved. The vote was unanimous.

Aye: 3 - Chairperson Johnson
Councilmember Carlyle
Vice Chair Lopez

Absent: 2 - Alternate Binney
Councilmember Edson

4. PUBLIC COMMENTS

5. BUSINESS

A. [2018-2064](#) Review of the FY19 Business and Industry Fund Budget

Presenter: Nick Edwards | Assistant City Manager

Nick Edwards presented a review of the FY19 Business & Industry Fund Budget.

B. [TMP-0924](#) AN ORDINANCE APPROVING, ADOPTING AND APPROPRIATING THE BUDGET OF THE CITY OF LEE'S SUMMIT, MISSOURI, FOR THE FISCAL YEAR ENDING JUNE 30, 2019. (F&BC 5-21-18)

Presenter: Presenter: Stephen Arbo | City Manager

ACTION: A motion was made by Chairperson Johnson, seconded by Councilmember Carlyle, that this Ordinance be recommended for approval as amended to the City Council - Regular Session, due back on 6/7/2018. The motion carried by the following vote:

Finance and Budget Committee

Action Letter

May 21, 2018

Aye: 3 - Chairperson Johnson
Councilmember Carlyle
Vice Chair Lopez

Absent: 2 - Alternate Binney
Councilmember Edson

6. ROUNDTABLE

7. ADJOURNMENT

Meeting was adjourned at 5:30 p.m.

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Packet Information

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AN ORDINANCE APPROVING THE MULTI-YEAR SUPPORT COMMITMENT FOR THE LAWSON ENTERPRISE RESOURCE PLANNING SYSTEM BY AND BETWEEN INFOR (US) INC. (FORMERLY LAWSON SOFTWARE AMERICAS, INC.) AND THE CITY OF LEE'S SUMMIT, MISSOURI IN THE AMOUNT OF \$541,689.29 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Issue/Request:

AN ORDINANCE APPROVING THE MULTI-YEAR SUPPORT COMMITMENT FOR THE LAWSON ENTERPRISE RESOURCE PLANNING SYSTEM BY AND BETWEEN INFOR (US) INC. (FORMERLY LAWSON SOFTWARE AMERICAS, INC.) AND THE CITY OF LEE'S SUMMIT, MISSOURI IN THE AMOUNT OF \$541,689.29 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Key Issues:

The City currently utilizes the Lawson Enterprise Resource Planning system for Finance, Procurement, Human Resources, Payroll, and Budgeting services. This system was installed in 2011-2012 with associated software maintenance. The vendor, Infor, continues to upgrade the system in order to provide additional features, improvement, and product fixes.

The City has been able to negotiate an annual escalation percentage cap with Infor. The Annual Escalation Percentage increase of 3% is included in the annual payment amounts set forth in the addendum and are in effect for FY19, FY20, and FY21. The contract terms do include a stipulation that the agreement is subject to an annual appropriation by the Licensee's City Council.

The rate increase without the multi-year commitment would be 6%.

The multi-year contract will save the City approximately \$30,000 over the three year life of the agreement.

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

2018: \$175,305.31

2019: \$180,484.72

2020: \$185,899.26

Proposed City Council Motion:

I move to recommend to the City Council approval of AN ORDINANCE APPROVING THE MULTI-YEAR SUPPORT COMMITMENT FOR THE LAWSON ENTERPRISE RESOURCE PLANNING SYSTEM BY AND BETWEEN INFOR (US) INC. (FORMERLY LAWSON SOFTWARE AMERICAS, INC.) AND THE CITY OF LEE'S SUMMIT, MISSOURI IN THE AMOUNT OF \$541,689.29 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF

OF THE CITY.

Proposed City Council Motion:

[Enter text here]

Background:

The City currently utilizes the Lawson Enterprise Resource Planning system for Finance, Procurement, Human Resources, Payroll, and Budgeting services. This system was installed in 2011-2012 with associated software maintenance. The vendor, Infor, continues to upgrade the system in order to provide additional features, improvement, and product fixes. Infor allowed the City's current version to be supported for a period of 4 years before moving into a one year extended support agreement. The system was upgraded during calendar year 2017.

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 Infor in the event of a problem with the system for support. It provides staff with the necessary resources to address problems when they are encountered.

Product support fees are due annually in August.

Impact/Analysis:

Without this agreement in place, the annual increase will be 6% each year which is an additional \$30,000 above the multi-year commitment agreement. If the City does not acquire any support from Infor, any product issues found needing assistance from the software provider will not be addressed nor would application upgrades be available. The impacts on the entire organization would be significant, as all departments interact with the ERP system for Procurement, Payroll, and financial activities.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Stephen Marsh, Chief Technology Officer

Recommendation: Staff recommends that the Committee recommend approval to the City Council of AN ORDINANCE APPROVING THE MULTI-YEAR SUPPORT COMMITMENT FOR THE LAWSON ENTERPRISE RESOURCE PLANNING SYSTEM BY AND BETWEEN INFOR (US) INC. (FORMERLY LAWSON SOFTWARE AMERICAS, INC.) AND THE CITY OF LEE'S SUMMIT, MISSOURI IN THE AMOUNT OF \$541,689.29 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

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Committee Recommendation: [Enter Committee Recommendation text Here]



CITY OF LEE'S SUMMIT

PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: October 27, 2010

TO: Randy Dickey
Cathy Loveland
Teresa Wright

FROM: Purchasing Division

RE: Services Agreement for Enterprise Resources Planning System and Point Solutions for HRIS, Utility Billing, Applicant Tracking, Project Accounting, and Training
Lee's Summit Bid #10-013

Vendor	Lawson Software 380 St. Peter Street St. Paul, MN 55102
Phone & Fax	PH: 303-475-3591
Contact Person	Russell Parker
Terms/Discounts	Net 30
Delivery	Destination
Effective Dates	Contract start date October 22, 2010. Expiration as per contract.

cc: Bid File- Original memo
Intranet



CITY OF LEE'S SUMMIT
PURCHASING DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1080 Phone 816-969-1081 Fax

NOTICE TO PROCEED

October 27, 2010

Lawson Software Inc.
ATTN: Contracts
380 St. Peters Street
St. Paul MN 55102

Re: Award of Yearly Contract for Services Agreement for Enterprise Resources Planning System and Point Solutions for HRIS, Utility Billing, Applicant Tracking, Project Accounting, and Training
RFP #10-013

Dear Contracts:

I am pleased to inform you the above referenced contract has been awarded to your company. The contract period will begin October 22, 2010 and continue as per the contract terms. A copy of the contract documents is enclosed.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,


DeeDee Tschirhart, CPPB
Procurement Officer

cc: Bid file
Accounts Payable



LAWSON SOFTWARE CUSTOMER AGREEMENT
MASTER TERMS AND CONDITIONS

Agreement No: 00005669.0

Customer Name:	City of Lee's Summit
Address:	220 SE Green St.
City:	Lees Summit
State/Zip or Province/Postal Code:	Missouri 64063
Country:	United States

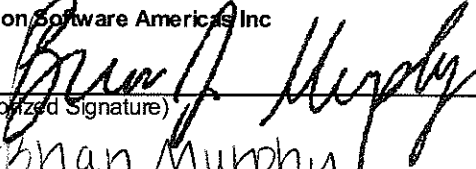
These Lawson Software Customer Agreement Master Terms and Conditions ("Master Terms and Conditions") are entered into by each respective Lawson Group company named below and in each Order Form, and the customer entity named above and in each Order Form. These Master Terms and Conditions are effective as of the latest date signed below after all Parties have signed.

The entire Lawson Software Customer Agreement includes these Master Terms and Conditions, and each Order Form, Statement of Work and other written agreement entered into by Customer and any Lawson Group company at any time and which refers to these Master Terms and Conditions (collectively, the "Agreement").

Lawson must receive an original manually signed Customer signature on these Master Terms and Conditions, unless Lawson elects to accept a copy of these Master Terms and Conditions signed in counterparts and/or delivered by fax, pdf or other means that displays the original or a copy of the signatures. Any subsequent Order Form or Statement of Work may be signed and delivered in the same manner or as described in that Order Form or Statement of Work.

The Agreement contains the complete agreement with Customer concerning any products, software, maintenance or services provided by any Lawson Group company, and supersedes all purchase orders, presentations, demonstrations, requests for proposal and proposals.

Lawson Software Americas Inc



 (Authorized Signature)

Brian Murphy

 (Printed Name)

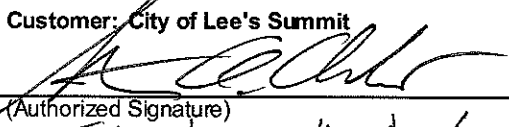
GM

 (Title)

10/15/10

 (Date)

Customer: City of Lee's Summit



 (Authorized Signature)

Stephen A. Arbo

 (Printed Name)

City Manager

 (Title)

10/22/10

 (Date)

The following Master Terms and Conditions supplement and govern each Order Form, Statement of Work and other written agreement entered into by Customer and any Lawson Group company at any time:

1. Definitions. The following defined terms are in addition to the definitions contained in each applicable Order Form or SOW:
 - 1.1 "Agreement" or "Lawson Software Customer Agreement" means these Master Terms and Conditions and each Order Form.
 - 1.2 "Cure Period" means the time after notice from Customer, reasonably required for Lawson to cure a breach under Lawson's then current Maintenance or Services practices.
 - 1.3 "Customer" means the customer entity that has signed these Master Terms and Conditions and each Order Form.
 - 1.4 "Documentation" means all help screens or other electronic or printed material describing the operation of the Software and made available by Lawson or a Third Party Supplier. Documentation excludes all marketing materials, proposals, demonstrations and other promotional information.
 - 1.5 "Escrow Agreement" means the separate escrow agreement, if any, entered into by the escrow agent appointed by Lawson.
 - 1.6 "Initial Maintenance Period" means the initial period of Maintenance specified in an applicable Order Form.
 - 1.7 "Intellectual Property Rights" means all copyrights, patent rights, confidentiality rights, trade secret rights and trademark rights.
 - 1.8 "Lawson" means each respective Lawson Group company that has entered into the Agreement with Customer.
 - 1.9 "Lawson Documentation" means the Documentation for the Lawson Products.
 - 1.10 "Lawson Group" means Lawson Software, Inc. and each of its direct and indirect subsidiaries.
 - 1.11 "Lawson Partner" means each entity that is then currently appointed as a "Lawson Partner" by Lawson Group.
 - 1.12 "Lawson-Maintained Products" means the unmodified Products denoted "LMP" in an Order Form while eligible for Maintenance.
 - 1.13 "Lawson Product" means each Product described in an Order Form, excluding Third Party Products.
 - 1.14 "License" means the rights granted in Section 2.
 - 1.15 "License Term" means perpetual, unless a shorter term is specified in the applicable Order Form or the License is terminated pursuant to the Agreement.
 - 1.16 "Limited Offering" means software, maintenance and/or services that are designated as "LO" in an Order Form.
 - 1.17 "Maintenance" means the level of maintenance and support services described in an Order Form and in the Support Operations Handbook, and purchased by Customer for the Lawson-Maintained Products listed in that Order Form.
 - 1.18 "Maintenance Period" means: (a) the Initial Maintenance Period or (b) any renewal period of Maintenance under Section 4 or under the applicable Order Form.
 - 1.19 "Maintenance Warranty" is defined in Section 6.2.
 - 1.20 "Maximum Use Designations" means the License and user limitation defined and shown in the applicable Order Form.
 - 1.21 "New Products" means new software and documentation that Lawson Group elects to make generally available to customers separate from other products and which contain new application software or technology.
 - 1.22 "Order Form" means a Product Order Form ("POF"), a Services Order Form ("SOF"), Statement of Work ("SOW") or other order form signed by Lawson and Customer and referring to these Master Terms and Conditions.
 - 1.23 "Party" or "Parties" means Lawson and/or Customer.
 - 1.24 "Products" means the Software and Documentation.
 - 1.25 "Product Warranty" is defined in Section 6.1.
 - 1.26 "Release" means the edition of a Lawson-Maintained Product after it has been designated as a release and made generally available by Lawson.
 - 1.27 "Service" means training, implementation, consulting, Service Deliverables, subscription, managed service, hosting or other services provided by Lawson, excluding Maintenance.

- 2.18 "Service Deliverable" means any tool, training materials or other non-Product item described in an Order Form or Statement of Work for delivery to Customer.
- 2.29 "Services Warranty" is defined in Section 6.3.
- 2.30 "Software" means the software code and media described in a POF, and any repairs, replacements, upgrades, updates, enhancements and new Releases provided by Lawson or a Third Party Supplier under applicable Maintenance, and any copies.
- 2.31 "Statement of Work" or "SOW" means the portion of the Agreement that describes the Services by Lawson and the main responsibilities of the Parties, estimated time schedule for completion of a project, project scope and organization, change order process and other project requirements.
- 2.32 "Support Operations Handbook" means Lawson's then current document describing the levels of Maintenance available for purchase by Customer under a Product Order Form.
- 2.33 "Taxes" means any value-added, sales, use, excise, goods and services, withholding taxes, duties or other taxes, interest and penalties that are assessed by a governmental authority because of the Agreement, excluding taxes for which Customer provides Lawson a valid tax exemption certificate.
- 2.34 "Third Party Supplier" means the owner or supplier of a Third Party Product.
- 2.35 "Third Party Product" means each Product designated as a "Third Party Product" (or with a similar designation) in a POF.
- 2.36 "Users" means the natural persons authorized by Customer to use the Products, Services Deliverables and Limited Offerings within the scope of the License, and who each have an ID (profile) and password.
2. **License Granted.** Subject to the Agreement, when a Lawson Group company and Customer sign an Order Form, that Lawson Group company hereby grants to Customer, throughout the License Term, a non-transferable and non-exclusive license to Customer to use and allow its Users to use the respective Products, Service Deliverables and Limited Offerings identified in that Order Form for up to the Maximum Use Designations identified in that Order Form and only for the internal business of Customer and its wholly owned subsidiaries.
 - 2.1 Software and Documentation Copies.
 - 2.1.1 Users may copy: (a) the Software listed in an Order Form only for backup and archival purposes and (b) the Lawson Documentation and Service Deliverables only for use with the Software. Users may not copy Documentation for Third Party Products unless permitted by the Third Party Supplier.
 - 2.1.2 Upon request during the Maintenance Period and for a nominal handling charge, Lawson will provide Customer additional copies of the Lawson Products listed in an Order Form (subject to the Maximum Use Designations).
 - 2.2 Modifications and Ownership. Customer may modify the Lawson Products and Service Deliverables only to the extent permitted under an Order Form or the applicable Documentation. Customer or Lawson Partners may use the Lawson Products to develop and use interfaces for those Products only within the scope of the License. Subject to the License, Lawson and its Third Party Suppliers will continue to own all Intellectual Property Rights for the Products, Services, Service Deliverables and any modifications. Unless authorized by separate agreement, Customer will not modify Third Party Products.
 - 2.3 Compliance.
 - 2.3.1 Customer may not transfer, rent, or re-license the Products or Service Deliverables, or use them to provide outsourcing, service bureau, hosting services or training to third parties.
 - 2.3.2 Unless otherwise authorized by Lawson in writing, only Customer, Lawson Group or a Lawson Partner, may install, maintain or host the Products and Service Deliverables.
 - 2.3.3 Customer may use the Products listed in an Order Form only in accordance with the Documentation and only with the operating system/database shown in that Order Form.
 - 2.3.4 If an Order Form lists a Product for development and test use only, Customer may use that Product for internal development

- and testing but not for production (unless Customer has licensed that Product separately for production use).
- 2.3.5 Customer may not simultaneously use the same User ID (profile) on more than one computer terminal or access point.
- 2.3.6 Customer may allow its employees and contractors to attend Lawson training, but those contractors may use the Lawson training materials only for the benefit of Customer and may not be Lawson competitors.
- 2.3.7 Customer shall not export the Products or Service Deliverables from the country of initial delivery by Lawson without Lawson's prior written authorization and compliance with applicable law.
- 2.3.8 Customer is responsible for compliance with the Agreement by each of its Users and contractors.
- 2.4 Verifications.
- 2.4.1 After reasonable notice, Customer will promptly: (a) inform Lawson where the licensed Products are installed and confirm its compliance with the Maximum Use Designations and (b) allow Lawson's representatives to verify that compliance by remote or physical inspection during normal business hours. Customer acknowledges that some Products may allow Lawson to monitor and prohibit unauthorized use.
- 2.4.2 If Lawson learns that Customer has exceeded the Maximum Use Designations, and Customer has not previously paid Lawson the applicable additional License fees, after written request from Lawson, Customer will promptly pay Lawson: (a) the then current list price for that coverage plus a 25% surcharge and (b) the reasonable costs of conducting the above verification if the Maximum Use Designations were exceeded by more than 5%.
- 3. Delivery and Installation.**
- 3.1 Lawson will promptly deliver or make available to Customer one copy of the Products listed in an Order Form. Title to any delivered goods passes at place of shipment (subject to the License), unless prohibited by applicable law.
- 3.2 Except as otherwise agreed in an Order Form, Customer is responsible at its expense for installation of the Software and Service Deliverables, User training, data conversion, implementation and other services.
- 4. Maintenance and Renewal.**
- 4.1 During the Maintenance Period, Lawson (a) will directly or indirectly provide Customer Maintenance for the Lawson-Maintained Products pursuant to the Support Operations Handbook and (b) will not materially degrade its Maintenance practices. New Products require a separate Order Form and are not provided as a new Release or as part of Maintenance for other Products.
- 4.2 Customer may elect to purchase from the applicable Third Party Supplier available support for Third Party Products specified in an Order Form or Support Operations Handbook as not maintained by Lawson. Customer is responsible for licensing and paying for additional third party products that may be required for use of upgrades, enhancements or new Releases of the Lawson-Maintained Products.
- 4.3 Unless otherwise described in an applicable Order Form, Lawson does not maintain or support Service Deliverables or Products modified outside of Maintenance provided by Lawson.
- 4.4 Before each renewal date of the Maintenance Period, Lawson will provide Customer an invoice for the Maintenance fees for the Lawson-Maintained Products for that renewal period.
- 4.5 After the Initial Maintenance Period (unless otherwise stated in an Order Form), Maintenance for the Lawson-Maintained Products will automatically renew for successive one year Maintenance Periods so long as Lawson makes that Maintenance available to its customers, unless Customer or Lawson notifies the other Party of non-renewal at least three months before the renewal date.
- 4.6 Lawson may consolidate the annual renewal dates for Maintenance Periods under one or more Order Forms.
- 5. Services.** Except as otherwise agreed in an applicable Order Form or elsewhere in the Agreement: (a) all Services will be

- on a time and materials basis at Lawson's then current rates and (b) Customer will reimburse Lawson for reasonable travel and out-of-pocket expenses incurred when rendering on-site Services, Maintenance or other warranty services.
- 6. Warranties.**
- 6.1 **Product Warranty.** At the time of delivery of the Products, Lawson warrants that: (a) the applicable media for those Products will be free of defects, (b) Lawson will have timely used up-to-date, commercially available virus scanning and cleaning, and will not have (based on the results of that scanning and cleaning) delivered Products containing any viruses, time bombs or other undocumented programs which inhibit Product use and (c) those Products will include the functionality described in the Documentation for those Products.
- 6.2 **Maintenance Warranty.** Subject to the level of Maintenance purchased, Lawson warrants that Maintenance will include: (a) help desk support, (b) corrections to allow the unmodified Lawson-Maintained Products (when properly installed and configured) to operate materially and substantially as described in the Documentation for those Products (by providing a program patch, update, new Release, or instruction for avoiding the error, as determined by Lawson) and (c) updates and new Releases of the same Lawson-Maintained Products when generally made available by Lawson for installation and use by Customer. New Products require a separate Order Form and are not provided as a new Release or as part of Maintenance for other Products.
- 6.3 **Services Warranty.** Lawson warrants that at the time of Services delivery, the Services will be provided by trained personnel using commercially reasonable efforts.
- 6.4 **THE WARRANTIES IN THE AGREEMENT ARE MADE SOLELY BY LAWSON AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Lawson does not warrant that the Products, Services, Service Deliverables or Limited Offerings are free of nonmaterial defects or will meet the specific requirements or needs of Customer's business or of any country or jurisdiction.
- 7. Customer's Remedies.**
- 7.1 Customer's exclusive remedies for Lawson Group's breach of the Product Warranty or Maintenance Warranty are as follows:
- a) Lawson will provide Maintenance (if purchased by Customer) to repair, replace or furnish an upgrade of the Lawson-Maintained Products to enable those Products or upgrade of those Products to comply with the applicable Product Warranty and Maintenance Warranty; and
- b) if Lawson does not comply with Section 7.1(a) within the Cure Period, Customer may terminate Maintenance and recover direct damages for the Lawson-Maintained Products subject to the damage claim, including up to a refund of the fees paid by Customer to Lawson for those Products, subject to Section 13.
- 7.2 Customer's exclusive remedies for breach of the Services Warranty or Lawson's Service obligations are as follows:
- a) Lawson will re-perform or re-deliver those Services or the applicable Service Deliverables at no additional charge within the Cure Period; and
- b) if Lawson does not complete that re-performance within the Cure Period, Customer may terminate the Services and recover direct damages, including up to a refund of the fees paid by Customer to Lawson for those Services or Service Deliverables not re-performed and timely cured, subject to Section 13.
- 8. Lawson's Payment Terms and Remedies.**
- 8.1 Upon request, Customer will provide Lawson sufficient financial information to enable Lawson to determine Customer's creditworthiness. Lawson may withhold delivery of any Products or Services pending credit approval by Lawson.

- 8.2 Unless otherwise stated in the Agreement, an applicable Order Form or invoice, Lawson's invoices are due and payable within 30 days after invoice date. The payment terms in the Agreement, an applicable Order Form or Lawson's invoice prevail over any payment terms stated on a purchase order or other document from Customer to place an order, and prevail over Customer's accounts payable policy or practice.
- 8.3 All fees and expenses invoiced by Lawson are exclusive of Taxes. Customer is responsible for payment or reimbursement of applicable Taxes.
- 8.4 Lawson may suspend or terminate Maintenance and/or Services at any time if all Lawson invoices, that are then due and payable, are not paid within 15 days after Lawson informs Customer of non-payment.
- 8.5 Lawson may terminate the License, the Agreement or any Order Form if any undisputed invoices are not paid by Customer within 15 days after notice of late payment or if Customer does not cure any other material breach of the Agreement within 90 days after notice of breach.
- 8.6 Customer will promptly destroy or return to Lawson all Products and Service Deliverables if the License and the Agreement terminate as described in Section 8 (Third Party Products must be returned to Lawson upon termination of the License).
- 9. Confidential Information.**
- 9.1 "Confidential Information" means software code and benchmark tests for the Products and Service Deliverables, Documentation, Limited Offering software, pricing, non-standard Lawson contract terms, User ID (profile) and passwords, Customer financial information, data and all other information reasonably believed to be confidential, but excludes:
- information made generally available without restriction by the disclosing Party or by an authorized third party;
 - information known to the receiving Party independent of disclosures by the disclosing Party;
 - information independently developed without access to or use of the disclosing Party's Confidential Information; or
 - information that must be disclosed pursuant to court order. Customer's Confidential Information also excludes any new features or functionality suggested by Customer for the Products or Service Deliverables.
- 9.2 The Parties will use reasonable efforts to keep each other's Confidential Information secret and will use that information only to fulfill the rights and obligations under the Agreement.
- 9.3 The Parties will have the right of injunctive relief to maintain compliance with this Section 9 and prevent unauthorized disclosure, use or export of the Products, Service Deliverables, Limited Offerings or other Confidential Information.
- 10. Infringement Indemnity.** Lawson will, at its expense, retain legal counsel and defend any suit or claim brought against Customer and will indemnify Customer against any third party damage claims that the Products or Service Deliverables as licensed and delivered by Lawson infringe any third party's Intellectual Property Rights. Lawson may control the defense and settlement. If the Products or Service Deliverables are held or are reasonably believed by Lawson to infringe under this Section 10, Lawson will at its expense and to the extent commercially available, modify or replace the applicable Products or Service Deliverables to be non-infringing and with similar functionality, or obtain permission for Customer to continue using the Products and Service Deliverables under the License. Lawson will have no obligations or liability for any claim of infringement based on Customer's use of a superseded or Customer-altered Release of the Products or Service Deliverable to the extent that the obligation or liability would have been avoided by the use of a then current Release of the Products or Service Deliverable which Lawson provides to Customer.
- 11. No Hire of Certain Employees.** Customer agrees that until one year after the later of (a) the termination and non-renewal of the Maintenance Period or (b) the completion of Services, Customer will not hire, employ or contract for services with any employee of the Lawson Group who provides Maintenance or Services to any customers. If Customer violates this Section 11, Customer will pay Lawson a fee of two times the hired employee's most recent annual compensation.
- 12. Force Majeure.** Neither Party will be in default or liable for any noncompliance from causes beyond the reasonable control of the Party, including, for example, fires, floods, natural disasters, communication failures and other equipment or telecommunication problems.
- 13. Limitations of Liability.**
- 13.1 In no event will Lawson Group, Third Party Suppliers or Customer be liable for indirect, incidental, punitive, exemplary, special or consequential damages, or damages for loss of profits, revenue or data. Neither Party will seek or apply for such damages.**
- 13.2 Except only for indemnification by Lawson for third party claims under Section 10 above or bodily injury or direct damage to real or tangible personal property to the extent caused by Lawson's gross negligence, Lawson Group and its Third Party Suppliers' aggregate and cumulative liability for rescission and/or damages to Customer and its subsidiaries will be, whether in contract or tort, limited to actual direct money damages in an amount not to exceed the aggregate fees paid by Customer to Lawson, excluding fees paid more than one year prior to Customer's initial notice of the claim to Lawson.**
- 13.3 The limitations of liability in Section 13 apply to Lawson Group in the aggregate and are not additive among each Lawson Group company.**
- 14. Source Code Escrow.** All Products are licensed and delivered in object code only, except for those Products, if any, which are also designated in an Order Form for delivery in source code. During the Maintenance Period, Customer may elect to become a beneficiary under the applicable Escrow Agreement for the licensed Lawson Products delivered in object code only (excluding Third Party Products) by: (1) signing Lawson's acceptance form and (2) paying all escrow fees.
- 15. Assignment.** Customer may not assign the License or the Agreement, or transfer any rights or obligations under the Agreement.
- 16. Publicity.** Either Party may publicize Customer's selection of Lawson. Pricing and non-standard Lawson contract terms will remain confidential under Section 9 above.
- 17. General.**
- 17.1 All notices must be in writing and delivered electronically or by method with proof of delivery. All other communications, requests or alerts may be provided by fax, e-mail or other written means.**
- 17.2 The Agreement may be amended only in writing signed by the Parties, except that Lawson may upon notice to Customer and without Customer's signature, amend an Order Form to correct errors without increasing the License fees or Services rates.**
- 17.3 Lawson and Customer each waive right to a trial by jury. No litigation or other legal action may be brought if the injured Party has known of the cause of action for more than 2 years. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute.**
- 17.4 Sections 1, 6.4, 7 through 15, and 17, and the provisions concerning protection of Intellectual Property Rights, will survive any termination or expiration of the Agreement.**

[End of Master Terms and Conditions]

**ADDENDUM TO LAWSON SOFTWARE CUSTOMER AGREEMENT
MASTER TERMS AND CONDITIONS**

This Addendum ("Addendum") modifies the Lawson Software Customer Agreement (the "Agreement") entered into between the undersigned Lawson Company and Customer, and is effective as of the latest date signed below when all parties have signed. All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Agreement. The following sections amend or replace the respective sections contained in the Agreement, or add additional section(s) to the Agreement. The sections of the Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms.

- 1. Section 1.2 of the Agreement is deleted and replaced in its entirety with the following:**

"Cure Period" means the 45 day period ending after the later of: (a) Customer's notice of breach of this Agreement by Lawson, (b) replication by Lawson of a mission critical Product problem that does not comply with the Product Warranty or Maintenance Warranty or (c) the response period for non-mission critical problems (e.g. cyclical bug fixes) under Lawson's then current standard Maintenance or Services practices for the respective level of Maintenance or Services purchased by Customer. The Cure Period defined in this Section 1.2 will not lengthen the response periods under Lawson's standard Maintenance or Services practices.
- 2. Section 3.2 of the Agreement is deleted and replaced in its entirety with the following:**

Except as otherwise agreed, Customer is responsible at its expense for installation of the Software and Service Deliverables, User training, data conversion, implementation and other services.
- 3. Section 4.3 of the Agreement is deleted and replaced in its entirety with the following:**

Unless otherwise described in an applicable Order Form, Lawson does not maintain or support Service Deliverables or Products modified outside of Maintenance provided by Lawson. "Modified" for purposes of this section means: (i) changes to source code; or (ii) other modifications to the Products that would prevent Lawson from replicating an issue at Lawson's Global Support Center.
- 4. Section 4.4 of the Agreement is deleted and replaced in its entirety with the following:**

Before each renewal date of the Maintenance Period, Lawson will endeavor to provide Customer an invoice at least 90 days prior to the end of the maintenance period for the Maintenance fees for the Lawson-Maintained Products for that renewal period.
- 5. Section 4.5 of the Agreement is deleted and replaced in its entirety with the following:**

After the Initial Maintenance Period (unless otherwise stated in an Order Form), Maintenance for the Lawson-Maintained Products will automatically renew for successive one year Maintenance Periods so long as Lawson makes that Maintenance available to its customers, unless Customer or Lawson notifies the other Party of non-renewal at least two months before the renewal date.
- 6. Section 5 of the Agreement is deleted and replaced in its entirety with the following:**

Except as otherwise agreed in an applicable Order Form or elsewhere in the Agreement: (a) all Services will be on a time and materials basis at Lawson's then current rates and (b) Customer will reimburse Lawson for reasonable travel and out-of-pocket expenses incurred when rendering on-site Services, Maintenance or other warranty services. For a period of twelve (12) months from the Effective

Addendum to Lawson Software Customer Agreement Master Terms and Conditions

Date, Lawson will provide Services to the Customer at the rates listed below (unless negotiated otherwise in an Order Form).

Description	Rates
Lawson Professional Services - Rate Card	HOURLY
Business Consultant - Associate	\$ 190.00
Business Consultant	\$ 220.00
Business Consultant - Senior	\$ 240.00
Business Consultant - Principal	\$ 290.00
Systems Consultant - Associate	\$ 190.00
Systems Consultant	\$ 250.00
Systems Consultant - Senior	\$ 295.00
Systems Consultant - Principal	\$ 320.00
Technical Consultant - Associate	\$ 190.00
Technical Consultant	\$ 200.00
Technical Consultant - Senior	\$ 240.00
Technical Consultant - Principal	\$ 290.00
Project Lead	\$ 250.00
Technical Project Manager	\$ 240.00
Project Manager	\$ 275.00
Project Manager - Quality & Risk	\$ 290.00
Project Manager - Senior	\$ 290.00
Project Executive	\$ 330.00
Practice Director	\$ 330.00
Change Adoption Consultant	\$ 240.00
Change Adoption Consultant - Senior	\$ 290.00
Change Adoption Consultant- Principal	\$ 330.00
User Adoption Consultant	\$ 240.00
User Adoption Developer	\$ 195.00
GSC - Systems Consultant	\$ 100.00
GSC - Technical Consultant	\$ 85.00
GSC - Technical Project Manager	\$ 125.00
Lawson Learning-Rate Card	
Public Training - Application Labs / vLabs	\$ 93.75
Public Training - Technology Labs / vLabs	\$ 112.50
Facilities Rental	\$ 187.50
Application or Technology Remote Server	\$ 65.63
Remote Server - Technology Labs (3 LPAR min.)	\$ 93.75
Remote Server - Each additional LPAR after min.	\$ 46.88
Client Site Training (Lab, Camp)	\$ 468.75
Client Site Training (Workshop)	\$ 281.25
Learning Accelerator Trainer	\$ 468.75
Learning Accelerator Services	\$ 234.38

7. **Section 6.3 of the Agreement is deleted and replaced in its entirety with the following:**
Services Warranty. Lawson warrants that all Services by Lawson will be performed in a manner consistent with generally accepted industry practices applicable to such Service.
8. **Section 7.1 of the Agreement is deleted and replaced in its entirety with the following:**
Customer's exclusive remedies for Lawson Group's breach of the Product Warranty or Maintenance Warranty are as follows:
- a) If a material breach of any provision of this Agreement has been committed by Lawson and Lawson fails to cure the same within the Cure Period, then Customer may seek the remedies set forth in this Section and Section 27.
 - b) Lawson will provide Maintenance (if purchased by Customer) to repair, replace or furnish an upgrade of the Lawson-Maintained Products to enable those Products or upgrade of those Products to comply with the applicable Product Warranty and Maintenance Warranty; and
 - c) If Lawson does not comply with Section 7.1(a) within the Cure Period, Customer may terminate Maintenance and recover direct damages for the Lawson-Maintained Products subject to the damage claim, including up to a refund of the fees paid by Customer to Lawson for those Products, subject to Section 13.
9. **Section 8.3 of the Agreement is deleted and replaced in its entirety with the following:**
All fees and expenses invoiced by Lawson are exclusive of Taxes. Customer is responsible for payment or reimbursement of applicable Taxes, except to the extent that Customer is exempt from payment of Taxes as a Missouri municipality. Customer will provide Lawson with any tax exemption certificates.
10. **Section 8.4 of the Agreement is deleted and replaced in its entirety with the following:**
Lawson may suspend or terminate Maintenance and/or Services at any time if undisputed Lawson invoices (or portions thereof), that are then due and payable, are not paid within 15 days after Lawson informs Customer of non-payment.
11. **Section 9.1(d) of the Agreement is deleted and replaced in its entirety with the following:**
(d) information that must be disclosed pursuant to court order or by operation of applicable law. Customer's Confidential Information also excludes any new features or functionality suggested by Customer for the Products or Service Deliverables.
12. **Section 10 of the Agreement is deleted and replaced in its entirety with the following:**
Infringement Indemnity. Lawson will, at its expense, retain legal counsel and defend any suit or claim brought against Customer and will indemnify Customer against any third party damage claims that the Products or Service Deliverables as licensed and delivered by Lawson infringe any third party's Intellectual Property Rights. Lawson may control the defense and settlement, provided that Lawson does not agree to any settlement that materially prejudices Customer. If the Products or Service Deliverables are held or are reasonably believed by Lawson to infringe under this Section 10, Lawson will at its expense and to the extent commercially available, modify or replace the applicable Products or Service Deliverables to be non-infringing and with similar functionality, or obtain permission for Customer to continue using the Products and Service Deliverables under the License. Lawson will have no obligations or liability for any claim of infringement based on Customer's use of a superseded or Customer-altered Release of the Products or Service Deliverable to the extent that the obligation or liability would have been avoided by the use of a then current Release of the Products or Service Deliverable which Lawson provides to Customer.
13. **Section 11 of the Agreement is deleted and replaced in its entirety with the following:**
No Hire of Certain Employees. All parties agree that until one year after an employee that was actively involved with the performance or receipt of Maintenance or Services on the Agreement stops performing or receiving Maintenance or Services, neither party will hire, employ or contract for services with that

employee of the other party who was involved with the provision or receipt of Maintenance or Services. This restriction, however, shall not prohibit a party from carrying on general industry solicitations in trade journals, receiving unsolicited expressions of interest in employment from any employee of the other party, and the like.

14. **Section 13.2 of the Agreement is deleted and replaced in its entirety with the following:**
Except only for indemnification by Lawson for third party claims under Section 10 above or bodily injury or direct damage to real or tangible personal property to the extent caused by Lawson's gross negligence, Lawson Group and its Third Party Suppliers' aggregate and cumulative liability for rescission and/or damages to Customer and its subsidiaries will be, whether in contract or tort, limited to actual direct money damages in an amount not to exceed the aggregate fees paid by Customer to Lawson, excluding fees paid more than two years prior to Customer's initial notice of the claim to Lawson.
15. **Section 13.3 of the Agreement is deleted in its entirety.**
16. **Section 17.2 of the Agreement is deleted and replaced in its entirety with the following:**
The Agreement may be amended only in writing signed by the Parties.
17. **Section 17.3 of the Agreement is deleted and replaced in its entirety with the following:**
To the extent allowed by law, no litigation or other legal action may be brought if the injured Party has known of the cause of action for more than 2 years. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute.
18. **Section 17.4 of the Agreement is deleted and replaced in its entirety with the following:**
Sections 1, 6.4, 7 through 15, 17, 21, 23 and 28, and the provisions concerning protection of Intellectual Property Rights, will survive any termination or expiration of the Agreement.
19. **A new Section 18 is added to the Agreement:**
Tax Exempt. Customer is exempt from State and local sales taxes. Sites of all transactions derived from this Agreement or the proposal giving rise to this Agreement shall be deemed to have been accomplished within the State of Missouri. Customer will provide Lawson with applicable tax exemption certificates.
20. **A new Section 19 is added to the Agreement:**
Safety. To the extent required under applicable laws, all practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and local safety or environmental codes.
21. **A new Section 20 is added to the Agreement:**
No Assignment. This Agreement may not be assigned or transferred without the prior written consent of the Customer. Notwithstanding the foregoing, Lawson may assign all of Lawson's rights and obligations under this Agreement in connection with a merger, reorganization, sale or transfer of substantially all of the capital stock or assets of Lawson or its applicable operating division.
22. **A new Section 21 is added to the Agreement:**
Disclaimer of Customer Liability: The Customer will not hold harmless or indemnify Lawson for any liability whatsoever.

- 23. A new Section 22 is added to the Agreement:**
Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Missouri.
- 24. A new Section 23 is added to the Agreement:**
Compliance with Applicable Law. In providing Services to Customer, Lawson 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 Lawson's performance under this contract.
- 25. A new Section 24 is added to the Agreement:**
Conflicts. No salaried officer or employee of the Customer, and no member of the Lee's Summit 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 the Revised Statutes of Missouri Sections 105.450 – 105.496 shall not be violated. Lawson 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. Lawson further covenants that in the performance of this contract no person having such interest shall be employed.
- 26. A new Section 25 is added to the Agreement:**
Debarment. Lawson 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 Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or 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.
- 27. A new Section 26 is added to the Agreement:**
Fund Allocation. Continuance of this Agreement is contingent upon the available funding and allocation of Customer funds. Lawson understands that the obligation of the Customer to pay for goods and services under the contract is limited to payment from available revenues and shall constitute a current expense of the Customer and shall not in any way be construed to be a debt of the Customer in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Customer nor shall anything contained in the Agreement constitute a pledge of the general tax revenues, funds or moneys of the Customer, and all provisions of the contract shall be construed so as to give effect to such intent. In connection with this Agreement, Customer agrees to notify Lawson promptly when it appears certain that the necessary funding or authorizations shall not be obtained. This provision should not be construed to allow an excuse from any License fees remaining under the Agreement or for any fees or expenses for Services rendered and not yet paid.
- 28. A new Section 27 is added to the Agreement:**
Termination. In the event of termination by Customer, if there are any Services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of both Parties until said Services are completed and accepted.
- 1.Termination for Convenience:** The Services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of Customer upon thirty (30) days advance written notice. Customer shall pay Lawson for all services rendered up to the date of termination.
- 2.Termination for Cause:** This Agreement may also be terminated for cause by Customer or Lawson. Termination for cause shall be preceded by the Cure Period. Customers shall pay Lawson for all services rendered up to the date of termination.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Lawson shall be reimbursed for the Services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Lawson but not amortized in the price of the services delivered under this Agreement.

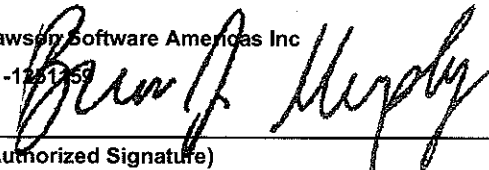
28. A new Section 28 is added to the Agreement:

General Indemnification and Hold Harmless. Lawson shall defend, indemnify and hold harmless Customer and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against third party claims, judgments, damages, losses, and expenses for death, personal injury or damage to real or tangible personal property to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Lawson, or its employees, or subcontractors, in the performance of Lawson's duties under this Agreement, or any supplements or amendments thereto.

29. A new Section 29 is added to the Agreement:

The following document is attached to the Agreement:

Exhibit A: Selected portions of the Lawson Response to Customer's Request for Proposal

Lawson Software Americas Inc
41-1251-59


(Authorized Signature)

Brian Murphy

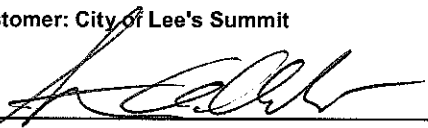
(Printed Name)

Gm

(Title)

10/15/10

(Date)

Customer: City of Lee's Summit
ID: 

(Authorized Signature)

Stephen A. Arbo

(Printed Name)

City Manager

(Title)

10/22/10

(Date)



PRODUCT ORDER FORM

Lawson Software Customer Agreement

Order Form No: 00005671.0

This Product Order Form and the attached Schedules ("POF") is entered into by the Lawson Group company and the "Customer" named below (collectively "the Parties"), and is effective as of the latest date signed below after all Parties have signed ("Effective Date").

This POF is part of the Lawson Software Customer Agreement and is governed by the Lawson Master Terms and Conditions signed by Customer. The definitions in Schedule 1 to this POF supplement the definitions in the Lawson Master Terms and Conditions. If any terms of this POF conflict with the Lawson Master Terms and Conditions, this POF governs that conflict for only the Products listed in this POF.

The Schedule(s) to this POF lists each of the Products licensed to Customer under this POF, and Schedule 1 to this POF describes additional applicable terms. Certain Products may have additional usage restrictions as described in the Schedule(s) to this POF for that Product.

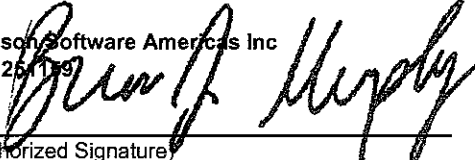
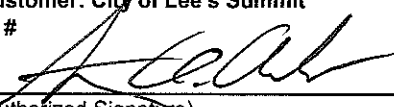
Customer Entity Name:	City of Lee's Summit
Address:	220 SE Green St.
City:	Lees Summit
State/ZIP/Postal Code:	Missouri 64063
Country:	United States

Lawson Software Customer Agreement:

Customer: City of Lee's Summit

Agreement Number:00005669.0

Lawson must receive an original manually signed Customer signature on this POF, unless Lawson elects to accept a copy of this POF signed in counterparts and/or delivered by fax, pdf or other means that displays the original or a copy of the signatures below.

Lawson Software Americas Inc 41-1251199	Customer: City of Lee's Summit ID #
 _____ (Authorized Signature)	 _____ (Authorized Signature)
Brian Murphy _____ (Printed Name)	Stephen A. Arbo _____ (Printed Name)
Gm _____ (Title)	City Manager _____ (Title)
10/15/10 _____ (Date)	10/22/10 _____ (Date)

Number of Schedules:

Schedule 1 to
PRODUCT ORDER FORM

1. **Bronze Maintenance Level.** Customer's maintenance level is Bronze (as defined in the Support Operations Handbook) for the Lawson-Maintained Products listed in the Schedule(s) to this POF. All Products licensed to Customer must have the same maintenance level.
2. **Payment Terms.** Customer shall pay all net license fees listed in the Schedule(s) to this POF and all Maintenance Fees for the Initial Maintenance Period, plus applicable Taxes, within 30 days after the invoice date. Annual Maintenance Fees for subsequent Maintenance Periods are payable 30 days before each renewal.
3. **Maintenance Terms and Fees for the Lawson-Maintained Products listed in the Schedule(s) to this POF.**
 - 3.1 *Initial Maintenance Period.* The *Initial Maintenance Period* for the Products and/or Maximum Use Designations listed in the Schedule(s) to this POF will commence on delivery and end on September 30, 2011.
 - 3.2 *Maintenance Fees for Initial Maintenance Period.* Unless otherwise stated in this POF, the annualized "Maintenance Fees" for the Initial Maintenance Period for the maintenance level specified in Section 1 above are: (a) 18.00 % of the total Net Lawson license fee listed in the Schedule(s) to this POF for all Lawson-Maintained Products that are Lawson Products, plus (b) 20 % of the list amount of each line item "Third Party License Fee" listed in the Schedule(s) to this POF for each Lawson-Maintained Product that is a Third Party Product.
 - 3.3 *Maintenance Fees for Initial Maintenance Period for Lawson System Foundation (LSF).* The annualized Maintenance Fees for the Initial Maintenance Period for the maintenance level specified in Section 1 above for each Lawson System Foundation (LSF) Product listed in the Schedule(s) to this POF is the greater of (a) an amount equal to USD 15,000 or (b) 20% of the aggregate net Lawson License Fee for each LSF Product.
 - 3.4 *Maintenance Fee for the Initial Maintenance Period for Process Flow Integrator (PFI or M3PFD).* The annualized Maintenance Fee for the maintenance level specified in Section 1 above for the PFI or M3PFD Initial Maintenance Period is: (i) the greater of (a) an amount equal to USD 17,200 or (b) 20 % of the aggregate list Lawson License Fee for each PFI or M3PFD Product, plus (ii) the then-current fee for the Third Party Supplier owned Lawson-Maintained Products.
 - 3.5 *Maintenance Fee for First Annual Renewal of Maintenance.* For the first 12 months of renewed Maintenance at the same maintenance level specified in Section 1 above (after the Initial Maintenance Period for all Lawson-Maintained Products listed in the Schedule(s) to this POF), the annualized Maintenance Fee will be the same as the annualized Maintenance Fee for the Initial Maintenance Period, plus up to a 2.00 % increase.
4. **POF Definitions.** The following definitions supplement the definitions contained in the Lawson Master Terms and Conditions:
 - 4.1 *LMP or Lawson-Maintained Products* means the Products listed in the Schedule(s) to this POF that are initially eligible for Maintenance from Lawson.
 - 4.2 *LMP-REQ'D* means a Lawson-Maintained Product that must remain under Maintenance if Customer is to receive Maintenance for any other Lawson-Maintained Products.
 - 4.3 *No LMP* means a Product that is not maintained by Lawson. Customer may elect to purchase at Customer's expense from the applicable Third Party Supplier available maintenance for the Third Party Products, specified as *No LMP* (if any) in the Schedule(s) to this POF.
 - 4.4 *Products* means the Software described in the Schedule(s) to this POF and the Documentation for that Software.
 - 4.5 *S* means source code is delivered with the Product.
 - 4.6 *License Term* means, unless otherwise specified in the Schedule(s) to this POF, a perpetual period for the Products listed in the Schedule(s) to this POF.
 - 4.7 The following definitions are interchangeable in any prior document that is part of the Lawson Software Customer Agreement: (a) *Client* and *Customer*, (b) *Support* and *Maintenance* and (c) *LSP* and *LMP* (Lawson Maintained Product).
 - 4.8 *TP-LMP* means a Third Party Product that is only maintained by Lawson at the Bronze level for the Initial Maintenance Period. After the Initial Maintenance Period, Maintenance will be subcontracted to, performed and invoiced by the applicable Third Party Supplier
5. **Maximum Use Designation Definitions.** The respective Maximum Use Designations listed in the Schedule(s) to this POF are defined as follows below. If any of the following defined terms are not used elsewhere in the Schedule(s) to this POF, then those defined term(s) do not apply to this POF:

S3 Definitions:

Schedule 1 to
PRODUCT ORDER FORM

- 5.1 *MCPU* means *Maximum Central Processing Units*, which is the maximum number of central processing units available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPU* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.2 *MCPUC* means *Maximum Central Processing Unit Core* which is the maximum number of independent processing units (cores) in the central processing unit(s) available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPUC* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.3 *MP* means *Maximum Persons*, which is the maximum number of persons deriving benefit from the use of the Products designated as *MP* (if any) in the Schedule(s) to this POF, including without limitation any person for whom data is maintained using those Products (for example, full time and part time employees, volunteers, pensioners, temporary workers, seasonal workers, contractors and consultants).
- 5.4 *MS* means *Maximum Servers*, which is the maximum number of physical hardware servers on which each Product designated as *MS* (if any) in the Schedule(s) to this POF, may be installed.
- 5.5 *MUC* means *Maximum Users Concurrent*, which is the maximum number of individuals authorized by Customer to be the number of peak simultaneous users running any on-line program within an application, designated as *MUC* (if any) in the Schedule(s) to this POF.
- 5.6 *MUN* means *Maximum Users Named*, which is the maximum number of individuals (*Named Users*) that may be authorized by Customer to use the respective specific Product designated as *MUN* (if any) in the Schedule(s) to this POF, regardless of whether the individual is actively using the Product at any given time. A *Named User* of one Product designated as *MUN* may not use other Products designated as *MUN*, unless Customer has obtained a License for that *Named User* to use each of those specific Products designated as *MUN*.
- 5.7 *MUS* means *Maximum Users Seats*, which is the maximum number of Customer's workstations on which the Products may be installed, designated as *MUS* (if any) in the Schedule(s) to this POF.

SHCM Definitions:

- 5.8 *MCPU* means *Maximum Central Processing Units*, which is the maximum number of central processing units available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPU* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.9 *MCPUC* means *Maximum Central Processing Unit Core* which is the maximum number of independent processing units (cores) in the central processing unit(s) available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPUC* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.10 *MP* means *Maximum Persons*, which is the maximum number of persons deriving benefit from the use of the Products designated as *MP* (if any) in the Schedule(s) to this POF, including without limitation any person for whom data is maintained using those Products (for example, full time and part time employees, volunteers, pensioners, temporary workers, seasonal workers, contractors and consultants).
- 5.11 *MS* means *Maximum Servers*, which is the maximum number of physical hardware servers on which each Product designated as *MS* (if any) in the Schedule(s) to this POF, may be installed.
- 5.12 *MUC* means *Maximum Users Concurrent*, which is the maximum number of individuals authorized by Customer to be the number of peak simultaneous users running any on-line program within an application, designated as *MUC* (if any) in the Schedule(s) to this POF.
- 5.13 *MUN* means *Maximum Users Named*, which is the maximum number of individuals (*Named Users*) that may be authorized by Customer to use the respective specific Product designated as *MUN* (if any) in the Schedule(s) to this POF, regardless of whether the individual is actively using the Product at any given time. A *Named User* of one Product designated as *MUN* may not use other Products designated as *MUN*, unless Customer has obtained a License for that *Named User* to use each of those specific Products designated as *MUN*.
- 5.14 *MUS* means *Maximum Users Seats*, which is the maximum number of Customer's workstations on which the Products may be installed, designated as *MUS* (if any) in the Schedule(s) to this POF.

6. Non-Production Use of Certain Products.

- 6.1 *Development/Test and Training.* The following applies to any Lawson Products (excluding System Foundation) listed on the Schedule(s) to this POF: (a) Customer may install those Products on one development/test server and on one training server (in addition to the licensed production server(s)), (b) Customer may allow up to 10 Users (in addition to the maximum number of Users shown on the Schedule(s) to this POF) to use those Products for development and testing, with a database that is separate from any production database and (c) Customer may allow its Users (within the Maximum Use Designations) to use those Products for training. System Foundation Products and Third Party Products are licensed separately for development/testing and training, and may be used for development/testing and/or training only if designated for that purpose in a Schedule to a POF.

Schedule 1 to
PRODUCT ORDER FORM

- 6.2 *Disaster Recovery and Failover.* If any Products listed in the Schedule(s) to this POF are designated as "Disaster Recovery" or "Failover," Customer may: (a) install those Disaster Recovery Products on only one Disaster Recovery server and install those Failover Products on only one Failover server, (b) use the Disaster Recovery Products and the Failover Products to test those servers, and (c) use the Disaster Recovery Products and the Failover Products in production, only as long as the primary production system is inoperable.
7. *Discounted License Fees for Additional Users or Lawson Products Licensed By Customer.* If Customer continues to renew available Maintenance for all Lawson-Maintained Products listed in the Schedule(s) to this POF and has paid all Lawson invoices, then for 30 months after the Effective Date of this POF Customer may elect to License from Lawson, on a perpetual basis, an increased Number of Maximum Use Designations for those Lawson Users or Products (the *Additional Users or Products*) by: (a) signing a POF for those Additional User or Products and (b) paying Lawson the License fee for those Additional Users or Products equal to the then current list price for those Additional Users or Products, less a discount of 40.00 % off such amount (plus applicable Taxes).

Schedule (S3&HCM)

Agreement Number:
 Customer Entity Name: City of Lee's Summit
 Address: 220 S.E. Green
 City: Lee's Summit
 State/Zip or Province/Postal Code: MO 64063
 Country: USA
 Client ID:

Currency in this schedule: USD

The following Products, Users, Servers or CPU's shall be added under the Agreement as listed below:

SECTION 1.0: PRODUCT

**THE PRODUCTS BELOW ARE RESTRICTED TO INSTALLATION AND
 USE ON ONLY THE PLATFORM TECHNOLOGY INDICATED IN SECTION 1.1 OF THIS SCHEDULE**

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
Lawson Enterprise Financial Management							
Grant Management Package	GMP	MUN	10	S	LMP	42,000	
Project Accounting and Billing & Revenue	MRBAC	MUN	75	S	LMP	165,625	
Financial Procurement Package	FINPRO	MUN	120	S	LMP	306,000	
Lawson Budgeting and Planning	LBP	MUN	100		LMP	60,850	
Incl: Crystal Report Application Server [Restricted to a Maximum of 50 Canned Reports] Report Designer [Restricted to (1) Named User]	CRASBP	MCPU	[2]		LMP		
	CRRBP	MUN	[1]		LMP		
Product Description	Sys ID	Max Use Designation	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Supply Chain Management							
Requisitions Self-Service	SIPP	MUN	150		LMP	46,250	
Product Description	Sys ID	Max Use Designation	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Business Process Management							
ProcessFlow Integrator	PFX	MCPUC	8		LMP	40,000	
Design Studio - Production Server [Restricted to (1) server]	XMLT	MUN	5	S	LMP	37,500	
Product Description	Sys ID	Max Use Designation	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Smart Office Suite							
Smart Office	SMC	MUN	50		LMP	56,000	

Schedule 2 to
Product Order Form

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
Lawson Enterprise Performance Management							
Lawson Business Intelligence (CPU Core based)							
Incl.:	LBICF	MCPU	8		LMP	156,000	
Crystal Reports Server XI R2 Embedded Edition	CRASC	MCPU	2		LMP		
[CRAS, and CRR - Third Party Owned - Restricted license for use with Lawson Business Intelligence (any data source) only]	CRRC	MUN	[3]		LMP		
Business Objects Xcelsius Engage	CXENC	MUN	[1]		LMP		
[Third Party Owned - Restricted license for use with Lawson Business Intelligence (any data source) and/or other Lawson Applications only]							
Lawson Add-ins for Microsoft Office	MOA	MUN	20		LMP	20,000	

SECTION 1.1 - ADDRESS & PLATFORM TECHNOLOGY FOR PRODUCTS LISTED IN SECTION 1.0

[Specific Operating System, Release & Release level required for delivery of products]	Server Address/Location	HW Operating System	OS Rel. level	Database

The following Products, Users, Servers or CPU's shall be added under the Agreement as listed below.

SECTION 2.0: PRODUCT

THE PRODUCTS BELOW ARE RESTRICTED TO INSTALLATION AND
USE ON ONLY THE PLATFORM TECHNOLOGY INDICATED IN SECTION 2.1 OF THIS SCHEDULE

The following Products, Users, Servers or CPU's shall be added under the Agreement as listed below:

SECTION 2.0: PRODUCT

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
Lawson Human Resources Suite							
Human Resources Management	HUM	MP	1000	S	LMP	66,500	
North American Payroll	PAYNA	MP	1000	S	LMP	66,500	
Employee & Manager Self Service	SHRP	MUN	1000	S	LMP	50,125	

SECTION 2.1 - ADDRESS & PLATFORM TECHNOLOGY FOR PRODUCTS LISTED IN SECTION 2.0

[Specific Operating System, Release & Release level required for delivery of products]	Server Address/Location	HW Operating System	OS Rel. level	Database
		Windows		

SECTION 3.0 - Third Party Products

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
Micro Focus NetExpress (Windows) [[Third Party-Owned] Micro Focus products are restricted to use with the products under the agreement]							
Micro Focus NetExpress Compiler (PRODUCTION)	MNC	MUC	1		LMP-REQ'D		4,420
Micro Focus NetExpress Application Runtime (PRODUCTION)	MXN	MUC	120		LMP-REQ'D		24,000
Micro Focus NetExpress Compiler (DEVELOPMENT/TEST)	MNC	MUC	1		LMP-REQ'D		4,420
Micro Focus NetExpress Application Runtime (DEVELOPMENT/TEST)	MXN	MUC	10		LMP-REQ'D		2,000

Address At Which Server Portion Of Products Are Installed:

[Specific Operating System Release & Release level required for delivery of products]	Server Address/Location	HW Operating System	OS Rel. level
Micro Focus (PRODUCTION)		Windows	
Micro Focus (DEVELOPMENT/TEST)		Windows	

Product Description

Micro Focus ServerExpress (Unix)

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
[[Third Party-Owned] Micro Focus products are restricted to use with the products under the agreement]							
Micro Focus NetExpress Compiler (DISASTER RECOVERY)	MNC	MUC	1		LMP-REQ'D		N/C
Micro Focus NetExpress Application Runtime (DISASTER RECOVERY)	MXN	MUC	120		LMP-REQ'D		N/C

Address At Which Server Portion Of Products Are Installed:

[Specific Operating System Release & Release level required for delivery of products]	Server Address/Location	HW Operating System	OS Rel. level
Micro Focus (DISASTER RECOVERY)		Windows	

Product Description

BSI Tax Service (Third Party-Owned)

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
BSI TaxFactory [Operating System Version]:	BSIF	MP	1000		No LMP		12,600
SECTION 4.0 - LSF PRODUCT LISTING	BSIF		#				

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
System Foundation	LSF	MCPUC	8		LMP-REQD	71,500	
Lawson System Foundation - PRODUCTION Third Party IBM Products - Restricted Use (Product Warranty requires that incl.: Specified Customer complete the compulsory training necessary for this Product's use).							
Lawson System Foundation - For use:							
LSF for use with LBI	LSF	MCPUC	2		LMP-REQD N/C		
LSF for use with Lawson Budgeting and Planning	LSF	MCPUC	2		LMP-REQD N/C		
LSF for use in Disaster Recovery	LSF	MCPUC	8		LMP-REQD N/C		
LSF for use with Smart Office	LSF	MCPUC	2		LMP-REQD N/C		
LSF for use in Test/Development/Training	LSF	MCPUC	2		LMP-REQD N/C		

SECTION 4.1 - ADDRESS & PLATFORM TECHNOLOGY FOR PRODUCTS LISTED IN SECTION 4.0

LSF for use (Y/N):	Server Address/Location	HW Operating System	OS Rel. Level	Database
Y		Windows		
Y		Windows		
Y		Windows		
Y		Windows		
Y		Windows X64		
Y		Windows		

SECTION 5.0 - LICENSE FEES PAYABLE FOR THIS SCHEDULE:

	Lawson License Fee	Third Party License Fee
FEES PAYABLE		
USD		
1. Gross License Fees:	1,184,850	47,440
2. Less Discount on Lawson Products: 68.2%	808,496	
3. Net License Fees Total:	376,354	47,440
TOTAL LICENSE FEES PAYABLE	423,794	

**ADDENDUM TO LAWSON SOFTWARE CUSTOMER AGREEMENT
MASTER TERMS AND CONDITIONS**

This Addendum ("Addendum") modifies the Lawson Software Customer Agreement (the "Agreement") entered into between the undersigned Lawson Company and Customer, and is effective as of the latest date signed below when all parties have signed. All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Agreement. The following sections amend or replace the respective sections contained in the Agreement, or add additional section(s) to the Agreement. The sections of the Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms.

- 1. Section 1.2 of the Agreement is deleted and replaced in its entirety with the following:**

"Cure Period" means the 45 day period ending after the later of: (a) Customer's notice of breach of this Agreement by Lawson, (b) replication by Lawson of a mission critical Product problem that does not comply with the Product Warranty or Maintenance Warranty or (c) the response period for non-mission critical problems (e.g. cyclical bug fixes) under Lawson's then current standard Maintenance or Services practices for the respective level of Maintenance or Services purchased by Customer. The Cure Period defined in this Section 1.2 will not lengthen the response periods under Lawson's standard Maintenance or Services practices.
- 2. Section 3.2 of the Agreement is deleted and replaced in its entirety with the following:**

Except as otherwise agreed, Customer is responsible at its expense for installation of the Software and Service Deliverables, User training, data conversion, implementation and other services.
- 3. Section 4.3 of the Agreement is deleted and replaced in its entirety with the following:**

Unless otherwise described in an applicable Order Form, Lawson does not maintain or support Service Deliverables or Products modified outside of Maintenance provided by Lawson. "Modified" for purposes of this section means: (i) changes to source code; or (ii) other modifications to the Products that would prevent Lawson from replicating an issue at Lawson's Global Support Center.
- 4. Section 4.4 of the Agreement is deleted and replaced in its entirety with the following:**

Before each renewal date of the Maintenance Period, Lawson will endeavor to provide Customer an invoice at least 90 days prior to the end of the maintenance period for the Maintenance fees for the Lawson-Maintained Products for that renewal period.
- 5. Section 4.5 of the Agreement is deleted and replaced in its entirety with the following:**

After the Initial Maintenance Period (unless otherwise stated in an Order Form), Maintenance for the Lawson-Maintained Products will automatically renew for successive one year Maintenance Periods so long as Lawson makes that Maintenance available to its customers, unless Customer or Lawson notifies the other Party of non-renewal at least two months before the renewal date.
- 6. Section 5 of the Agreement is deleted and replaced in its entirety with the following:**

Except as otherwise agreed in an applicable Order Form or elsewhere in the Agreement: (a) all Services will be on a time and materials basis at Lawson's then current rates and (b) Customer will reimburse Lawson for reasonable travel and out-of-pocket expenses incurred when rendering on-site Services, Maintenance or other warranty services. For a period of twelve (12) months from the Effective

Addendum to Lawson Software Customer Agreement Master Terms and Conditions

Date, Lawson will provide Services to the Customer at the rates listed below (unless negotiated otherwise in an Order Form).

Description	Rates
Lawson Professional Services - Rate Card	HOURLY
Business Consultant - Associate	\$ 190.00
Business Consultant	\$ 220.00
Business Consultant - Senior	\$ 240.00
Business Consultant - Principal	\$ 290.00
Systems Consultant - Associate	\$ 190.00
Systems Consultant	\$ 250.00
Systems Consultant - Senior	\$ 295.00
Systems Consultant - Principal	\$ 320.00
Technical Consultant - Associate	\$ 190.00
Technical Consultant	\$ 200.00
Technical Consultant - Senior	\$ 240.00
Technical Consultant - Principal	\$ 290.00
Project Lead	\$ 250.00
Technical Project Manager	\$ 240.00
Project Manager	\$ 275.00
Project Manager - Quality & Risk	\$ 290.00
Project Manager - Senior	\$ 290.00
Project Executive	\$ 330.00
Practice Director	\$ 330.00
Change Adoption Consultant	\$ 240.00
Change Adoption Consultant - Senior	\$ 290.00
Change Adoption Consultant- Principal	\$ 330.00
User Adoption Consultant	\$ 240.00
User Adoption Developer	\$ 195.00
GSC - Systems Consultant	\$ 100.00
GSC - Technical Consultant	\$ 85.00
GSC - Technical Project Manager	\$ 125.00
Lawson Learning-Rate Card	
Public Training - Application Labs / vLabs	\$ 93.75
Public Training - Technology Labs / vLabs	\$ 112.50
Facilities Rental	\$ 187.50
Application or Technology Remote Server	\$ 65.63
Remote Server - Technology Labs (3 LPAR min.)	\$ 93.75
Remote Server - Each additional LPAR after min.	\$ 46.88
Client Site Training (Lab, Camp)	\$ 468.75
Client Site Training (Workshop)	\$ 281.25
Learning Accelerator Trainer	\$ 468.75
Learning Accelerator Services	\$ 234.38

7. **Section 6.3 of the Agreement is deleted and replaced in its entirety with the following:**
Services Warranty. Lawson warrants that all Services by Lawson will be performed in a manner consistent with generally accepted industry practices applicable to such Service.
8. **Section 7.1 of the Agreement is deleted and replaced in its entirety with the following:**
Customer's exclusive remedies for Lawson Group's breach of the Product Warranty or Maintenance Warranty are as follows:
- a) If a material breach of any provision of this Agreement has been committed by Lawson and Lawson fails to cure the same within the Cure Period, then Customer may seek the remedies set forth in this Section and Section 27.
 - b) Lawson will provide Maintenance (if purchased by Customer) to repair, replace or furnish an upgrade of the Lawson-Maintained Products to enable those Products or upgrade of those Products to comply with the applicable Product Warranty and Maintenance Warranty; and
 - c) if Lawson does not comply with Section 7.1(a) within the Cure Period, Customer may terminate Maintenance and recover direct damages for the Lawson-Maintained Products subject to the damage claim, including up to a refund of the fees paid by Customer to Lawson for those Products, subject to Section 13.
9. **Section 8.3 of the Agreement is deleted and replaced in its entirety with the following:**
All fees and expenses invoiced by Lawson are exclusive of Taxes. Customer is responsible for payment or reimbursement of applicable Taxes, except to the extent that Customer is exempt from payment of Taxes as a Missouri municipality. Customer will provide Lawson with any tax exemption certificates.
10. **Section 8.4 of the Agreement is deleted and replaced in its entirety with the following:**
Lawson may suspend or terminate Maintenance and/or Services at any time if undisputed Lawson invoices (or portions thereof), that are then due and payable, are not paid within 15 days after Lawson informs Customer of non-payment.
11. **Section 9.1(d) of the Agreement is deleted and replaced in its entirety with the following:**
(d) information that must be disclosed pursuant to court order or by operation of applicable law. Customer's Confidential Information also excludes any new features or functionality suggested by Customer for the Products or Service Deliverables.
12. **Section 10 of the Agreement is deleted and replaced in its entirety with the following:**
Infringement Indemnity. Lawson will, at its expense, retain legal counsel and defend any suit or claim brought against Customer and will indemnify Customer against any third party damage claims that the Products or Service Deliverables as licensed and delivered by Lawson infringe any third party's Intellectual Property Rights. Lawson may control the defense and settlement, provided that Lawson does not agree to any settlement that materially prejudices Customer. If the Products or Service Deliverables are held or are reasonably believed by Lawson to infringe under this Section 10, Lawson will at its expense and to the extent commercially available, modify or replace the applicable Products or Service Deliverables to be non-infringing and with similar functionality, or obtain permission for Customer to continue using the Products and Service Deliverables under the License. Lawson will have no obligations or liability for any claim of infringement based on Customer's use of a superseded or Customer-altered Release of the Products or Service Deliverable to the extent that the obligation or liability would have been avoided by the use of a then current Release of the Products or Service Deliverable which Lawson provides to Customer.
13. **Section 11 of the Agreement is deleted and replaced in its entirety with the following:**
No Hire of Certain Employees. All parties agree that until one year after an employee that was actively involved with the performance or receipt of Maintenance or Services on the Agreement stops performing or receiving Maintenance or Services, neither party will hire, employ or contract for services with that

employee of the other party who was involved with the provision or receipt of Maintenance or Services. This restriction, however, shall not prohibit a party from carrying on general industry solicitations in trade journals, receiving unsolicited expressions of interest in employment from any employee of the other party, and the like.

14. **Section 13.2 of the Agreement is deleted and replaced in its entirety with the following:**
Except only for indemnification by Lawson for third party claims under Section 10 above or bodily injury or direct damage to real or tangible personal property to the extent caused by Lawson's gross negligence, Lawson Group and its Third Party Suppliers' aggregate and cumulative liability for rescission and/or damages to Customer and its subsidiaries will be, whether in contract or tort, limited to actual direct money damages in an amount not to exceed the aggregate fees paid by Customer to Lawson, excluding fees paid more than two years prior to Customer's initial notice of the claim to Lawson.
15. **Section 13.3 of the Agreement is deleted in its entirety.**
16. **Section 17.2 of the Agreement is deleted and replaced in its entirety with the following:**
The Agreement may be amended only in writing signed by the Parties.
17. **Section 17.3 of the Agreement is deleted and replaced in its entirety with the following:**
To the extent allowed by law, no litigation or other legal action may be brought if the injured Party has known of the cause of action for more than 2 years. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute.
18. **Section 17.4 of the Agreement is deleted and replaced in its entirety with the following:**
Sections 1, 6.4, 7 through 15, 17, 21, 23 and 28, and the provisions concerning protection of Intellectual Property Rights, will survive any termination or expiration of the Agreement.
19. **A new Section 18 is added to the Agreement:**
Tax Exempt. Customer is exempt from State and local sales taxes. Sites of all transactions derived from this Agreement or the proposal giving rise to this Agreement shall be deemed to have been accomplished within the State of Missouri. Customer will provide Lawson with applicable tax exemption certificates.
20. **A new Section 19 is added to the Agreement:**
Safety. To the extent required under applicable laws, all practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and local safety or environmental codes.
21. **A new Section 20 is added to the Agreement:**
No Assignment. This Agreement may not be assigned or transferred without the prior written consent of the Customer. Notwithstanding the foregoing, Lawson may assign all of Lawson's rights and obligations under this Agreement in connection with a merger, reorganization, sale or transfer of substantially all of the capital stock or assets of Lawson or its applicable operating division.
22. **A new Section 21 is added to the Agreement:**
Disclaimer of Customer Liability: The Customer will not hold harmless or indemnify Lawson for any liability whatsoever.

23. A new Section 22 is added to the Agreement:

Governing Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Missouri.

24. A new Section 23 is added to the Agreement:

Compliance with Applicable Law. In providing Services to Customer, Lawson 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 Lawson's performance under this contract.

25. A new Section 24 is added to the Agreement:

Conflicts. No salaried officer or employee of the Customer, and no member of the Lee's Summit 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 the Revised Statutes of Missouri Sections 105.450 – 105.496 shall not be violated. Lawson 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. Lawson further covenants that in the performance of this contract no person having such interest shall be employed.

26. A new Section 25 is added to the Agreement:

Debarment. Lawson 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 Administrations List of Parties Excluded from Federal Procurement or Non-Procurement programs; or 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.

27. A new Section 26 is added to the Agreement:

Fund Allocation. Continuance of this Agreement is contingent upon the available funding and allocation of Customer funds. Lawson understands that the obligation of the Customer to pay for goods and services under the contract is limited to payment from available revenues and shall constitute a current expense of the Customer and shall not in any way be construed to be a debt of the Customer in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Customer nor shall anything contained in the Agreement constitute a pledge of the general tax revenues, funds or moneys of the Customer, and all provisions of the contract shall be construed so as to give effect to such intent. In connection with this Agreement, Customer agrees to notify Lawson promptly when it appears certain that the necessary funding or authorizations shall not be obtained. This provision should not be construed to allow an excuse from any License fees remaining under the Agreement or for any fees or expenses for Services rendered and not yet paid.

28. A new Section 27 is added to the Agreement:

Termination. In the event of termination by Customer, if there are any Services hereunder in progress but not completed as of the date of termination, then said Agreement may be extended upon written approval of both Parties until said Services are completed and accepted.

1.Termination for Convenience: The Services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of Customer upon thirty (30) days advance written notice. Customer shall pay Lawson for all services rendered up to the date of termination.

2.Termination for Cause: This Agreement may also be terminated for cause by Customer or Lawson. Termination for cause shall be preceded by the Cure Period. Customers shall pay Lawson for all services rendered up to the date of termination.

3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Lawson shall be reimbursed for the Services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Lawson but not amortized in the price of the services delivered under this Agreement.

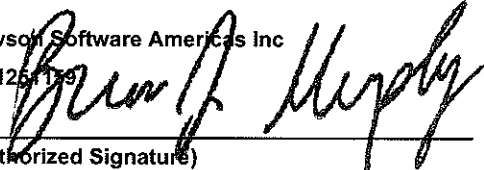
28. A new Section 28 is added to the Agreement:

General Indemnification and Hold Harmless. Lawson shall defend, indemnify and hold harmless Customer and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against third party claims, judgments, damages, losses, and expenses for death, personal injury or damage to real or tangible personal property to the extent caused by the negligent acts, errors, omissions, or willful misconduct of Lawson, or its employees, or subcontractors, in the performance of Lawson's duties under this Agreement, or any supplements or amendments thereto.

29. A new Section 29 is added to the Agreement:

The following document is attached to the Agreement:

Exhibit A: Selected portions of the Lawson Response to Customer's Request for Proposal

Lawson Software Americas Inc
41-1251199


(Authorized Signature)

Brian Murphy

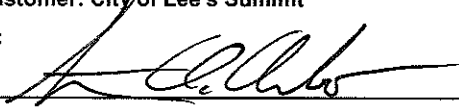
(Printed Name)

GM

(Title)

10/15/10

(Date)

Customer: City of Lee's Summit
ID: 

(Authorized Signature)

Stephen A. Arbo

(Printed Name)

City Manager

(Title)

10/22/10

(Date)



ORDER FORM

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software Customer Agreement between **Infor (US), Inc.**, (“Infor”) and **City of Lee's Summit** (“Licensee”) with an effective date of **October 22, 2010** (the “License Agreement”). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the “Support Agreement”). The License Agreement and related Support Agreement (if any) are referred to herein as the “Agreement”. All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: “Component Systems” means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); “Support” means Infor’s current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); “Order Form” means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); “User Restriction” means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; “Annual Escalation Percentage Cap” means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as “Additional Software” or “Third Party Software”.

I. Component Systems - Production

I(a). Component Systems upgrading from:

	Part # (if applicable)	Component System	User Restriction*		Support level**
			Quantity	Type	
1	BPP-PFX	ProcessFlow Int W/O Websphere	8	CPUCORE	XTP

The Component Systems in table I(a) are herein referred to as the “Current Component Systems”.

I(b). Component Systems upgrading to:

	Part # (if applicable)	Component System	User Restriction*		Support level**
			Quantity	Type	
1	BPP-PAL	Infor Process Automation	12	CPUCORE	XTP
2	BPP-LMRK-NR	Landmark Technology Runtime	12	CPUCORE	XTP
3	BPP-NOTIFY	Infor Notifications	150	NU	XTP
4	BPP-MOBILA	Infor Landmark Administrator	5	NU	XTP

The Component Systems in table I(b) are herein referred to as the “New Component Systems”.

I(c). Component Systems Upgrade from: Production

	Part # (if applicable)	Component System	User Restriction*		Support level**
			Quantity	Type	
PROD:					
1	BPP-MNC	NetExpress Compiler - PRODUCTION	1	CU	XTP
2	BPP-MNX	NetExpress App Runtime - PRODUCTION	120	CU	XTP
3	BPP-MNXB	NetExpress App Runtime for Windows	30	CU	XTP
TEST:					
4	BPP-MNC	NetExpress Compiler	1	CU	XTP
5	BPP-MNX	NetExpress App Runtime	10	CU	XTP
COLD:					
6	BPP-MNC	NetExpress Compiler	1	CU	XTP
7	BPP-MNX	NetExpress App Runtime	150	CU	XTP

The Component Systems in table I(c) are herein referred to as the “NetExpress Component Systems”.

I I(d). Component Systems Upgrade to: Production

	Part # (if applicable)	Component System	User Restriction*		Support level**
			Quantity	Type	
PROD:					
1	BPP-MVC	MF Visual COBOL for Windows Compiler	1	NU	XTP
2	BPP-MVX	MF COBOL Server Application Runtime - Windows	150	CU	XTP
TEST:					
3	BPP-MVC	MF Visual COBOL for Windows Compiler	1	NU	XTP
4	BPP-MVX	MF COBOL Server Application Runtime - Windows	10	CU	XTP
COLD:					
5	BPP-MVC	MF Visual COBOL for Windows Compiler	1	NU	XTP
6	BPP-MVX	MF COBOL Server Application Runtime - Windows	150	CU	XTP

The Component Systems in table I(d) are herein referred to as the "COBOL Component Systems".

<u>Total License Fee:</u> Good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by Infor
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*If specified in the User Restriction field:

- CPUCORE – "CPU Cores" - Quantity represents the maximum number of Central Processing Unit Cores ("CPU Cores") utilized by the Component System at peak times and all CPU Cores utilized must be licensed.
- NU - "Named Users" Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.
- CU - "Concurrent Users" allows access to the Component System up to the stated maximum number of individual concurrent users who are simultaneously logged on to the Component System at any given point in time, irrespective as to whether or not any such user is actually using resources related to the Component System.

**Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. Descriptions of the Support levels can be found at <http://www.infor.com/content/brochures/inforxtremesupportplanfeatures.pdf/>.

If Applicable, "XTP" = Infor Xtreme Premium (24x7) and "XTE" = Infor Xtreme Elite (24x7) Plus

II. Support Services

Support previously paid by Licensee on the Current Component Systems is hereby transferred to the New Component Systems. The parties acknowledge that Licensee has paid for Support for such Component Systems through the period ending September 30, 2017.	
Additional Annual Support Fee for the COBOL Component Systems: \$6,872.00	
Initial Term of Support for the COBOL Component Systems: Order Form Date through one (1) year from Order Form Date	
Annual Escalation Percentage Cap: 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.	
Fee for Initial Term of Support:	\$6,872.00
Committed Term of Support: Order Form Date through three (3) years from Order Form Date	
MF Net Express Compiler to MF Visual COBOL for Windows Compiler - Upgrade Fee (BPP-MVCW-UGF) for 2 Named Users	\$3,000.00
MF Application Runtime to MF COBOL Server Application Runtime - Upgrade Fee (BPP-MVX-UGF) for 160 Concurrent Users	\$16,800.00
Total Amount Due (before applicable taxes):	\$26,672.00

Payment Terms:	All amounts are in US Dollars unless otherwise specified.
Payment is due within fifteen (15) days from Order Form Date.	Currency: United States Dollars

Equipment (on which Component Systems will be installed):	Licensee Account ID: 73578-L
Computer Platform: Model:	Infor GL ID: US0AB
Operating System: DBMS:	Account Executive Name: Wells Beacham
Serial Number:	
Location: Same as Delivery Address	

Delivery Address:	Invoice Address:
City of Lee's Summit 220 SE Green St Lee's Summit, MO 64082	City of Lee's Summit 220 SE Green St Lee's Summit, MO 64082
Contact Name: Cynthia Stacks	Contact Name: Cynthia Stacks
Contact Title:	Contact Title:
Contact Phone: (816) 969-1253	Contact Phone: (816) 969-1253
Contact email: cynthia.stacks@cityofls.net	Contact email: cynthia.stacks@cityofls.net

III. Additional Terms

Delivery is FOB Shipping Point.

Licensee desires to trade the Current Component Systems for the New Component Systems. Licensee is hereby granted a license to use the New Component Systems subject to the terms herein and in the Agreements. Licensee's license to use the Current Component Systems shall terminate on the earlier of (i) Licensee's use of the New Component Systems in a production environment or (ii) the one-year anniversary of the Order Form Date. Upon the termination of Licensee's license to use the Current Component Systems, Licensee shall cease all production and non-production use of the Current Component Systems and no longer be eligible to receive Support in connection therewith; Support for the New Component Systems will continue in accordance with the terms herein and in the Agreements. Licensee may not use the Current Component Systems and New Component Systems in a production environment at the same time.

Equipment Information: As of the Order Form Date, Licensee has not yet purchased the Equipment on which the Component Systems will be installed. Licensee acknowledges and agrees that such Equipment information must be provided to Infor as soon as possible, and that once provided, such Equipment shall be the licensed Equipment on which the Component Systems must be installed and operated. Licensee acknowledges and agrees that it is Licensee's responsibility to ensure operational compatibility of the Equipment with the Component Systems licensed herein and Infor shall not be required to deliver additional software elements other than the Component Systems incorporated on this Order Form. Licensee further acknowledges and agrees that in the event Licensee subsequently changes the Equipment after installation, additional fees may be applicable as the direct result of a change in Equipment.

The following terms apply to any Third Party Software licensed under the Order Form.

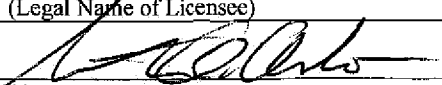
1. Licensee may not copy or modify Third Party Software or related Documentation. Licensee may only use Third Party Software in accordance with related Documentation and solely in conjunction with the Component Systems.
2. The Third Party Licensor is a third-party beneficiary to the Agreement with respect to its Third Party Software. In the event of unauthorized use, export or disclosure of a Third Party Software in breach of the Agreement, the Third Party Licensor and Infor shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies that may be available to them.

Upgrade Terms

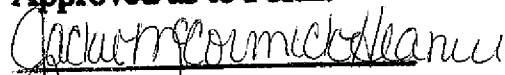
Licensee desires to trade the NetExpress Component Systems set forth above for the COBOL Component Systems set forth above. Licensee is hereby granted a license to use the COBOL Component Systems subject to the terms herein and in the Agreements. Provided that Licensee continues to pay Support for the NetExpress Component Systems while transitioning from the NetExpress Component Systems to the COBOL Component Systems (the "Transition Period"), Licensee may continue to use and receive Support on the NetExpress Component Systems during the Transition Period. Licensee's license to use the NetExpress Component Systems shall terminate upon Licensee's use of the COBOL Component Systems in a production environment. Upon the termination of Licensee's license to use the NetExpress Component Systems (the "Termination Date"), Licensee shall cease all production and non-production use of the NetExpress Component Systems and no longer be eligible to receive Support in connection therewith nor be entitled to any refund of Support fees paid to Infor. Support for the COBOL Component Systems will be subject to the terms herein and in the Agreements. Licensee may not use the NetExpress Component Systems and COBOL Component Systems in a production environment at the same time.

Effective date of this Order Form: September 29, 2016 (the "Order Form Date")

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

For: Infor (US), Inc.	For: City of Lee's Summit
Susan Erdely <small>Digitally signed by Susan Erdely DN: cn=Susan Erdely, o=infor, ou=Director, Contracts, email=Susan.Erdely@infor.com, c=US Date: 2016.09.29 14:39:49 -0400'</small>	(Legal Name of Licensee) 
Signature	Signature
	Stephen A. Arbo
Typed or Printed Name	Typed or Printed Name
Director, Contracts	City Manager
Title	Title
September 29, 2016	September 28, 2016
Date	Date

Approved as to Form:


Office of the City Attorney



AMENDMENT TO ORDER FORM

This Amendment (the "Amendment"), effective _____, 2018 (the "Effective Date"), amends the terms of the Order Form between **Infor (US), Inc.** ("Infor") and **City of Lee's Summit** ("Licensee") having an effective date of September 29, 2016 (the "Order Form"). All of the capitalized terms not otherwise defined in this Amendment shall have the same respective meanings as contained in the Order Form. In case of any conflict between the Order Form and this Amendment, the terms and conditions of this Amendment shall control.

Whereas, the Parties entered Software Customer Agreement having an effective date of October 22, 2010 (the "Agreement"); and

Whereas, the Parties executed the Order Form pursuant to the Agreement.

NOW THEREFORE, for good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

- 1. The [Committed Term of Support] contained in Section [II. Support Services] of the Order form is hereby changed to the below:

Committed Term of Support: Order Form Date through two (2) years from Order Form Date.

HEREBY ACCEPTED AND AGREED UPON BY:

Infor (US), Inc.


Authorized Signature

Lindsay Pritchard, Associate General Counsel

Print Name/Title

March 28, 2018

Date

Licensee: City of Lee's Summit

Authorized Signature

Print Name/Title

Date



ADDENDUM

MULTIYEAR SUPPORT COMMITMENT

Infor (US), Inc.

As it relates to the Component Systems specified herein, this Addendum is subject to the terms of the Lawson Software Customer Agreement Master Terms and Conditions between Infor (US), Inc. ("Infor") and City of Lees Summit ("Licensee") with an effective date of October 22, 2010 (the "License Agreement"). As it relates to Support for the Component Systems, this Addendum is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is subject to a separate Support Agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Addendum are defined in the Agreement. In the event of a conflict, the terms of this Addendum control over the terms of the Agreement.

In the event the capitalized terms in this Addendum differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and Support services (and may be referred to in an Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in an Agreement as Schedule, Supplement or Supplemental Schedule); "Annual Escalation Percentage Cap" means the maximum percentage increase in an annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

Effective date of the Addendum: the date of counter-signature by Infor.

I. Component Systems: Previously licensed Component Systems for which Licensee is purchasing Support. No delivery necessary.

Table with 6 columns: ID, SKU, Component System, License Restriction Quantity, License Restriction Type, Support Level*. Rows 1-20 listing various software products like HRM-HUM, HRM-MOBEMP, etc.

21	EPM-BI-ADMIN	Infor BI Professional	3	NU	XTP
22	EPM-BI-CONSUM	Infor BI Consumer	400	NU	XTP
23	EPM-BI-LWS	Infor Business Intelligence for Lawson	16	CPUCORE	XTP
24	EPM-SEARCH	Infor Enterprise Search	1	NU	XTP
25	HRM-BSIF	Bsi Tax Factory	1000	US	XTP
26	HRM-HUM	Human Resources Package	1000	US	XTP
27	HRM-MOBEMP	Mobile Employee	1	NU	XTP
28	HRM-PAYNA	No. American Payroll Package	1000	US	XTP
29	HRM-SHRP	Employee & Manager Self-Serve	1000	NU	XTP
30	S3F-FINPRO	Financial Procurement Package	120	NU	XTP
31	S3F-GMP	Grant Management Package	10	NU	XTP
32	S3F-LBP	Lawson Budgeting And Planning	100	NU	XTP
33	S3F-MRBAC	Project Accounting And Bill Rev Mgmt	75	NU	XTP
34	S3O-ION-SEARCH-PLUGN	ION Enterprise Search plug-in for S3	1	NU	XTP
35	S3S-EPP	Procurement Punchout	120	NU	XTP
36	S3S-MOBRQC	Mobile Requisitions	1	DV	XTP
37	S3S-RQC	Requisition Center	150	NU	XTP
38	UPP-CXENC-LEG	Xelsius Engage 2008	1	NU	XTP
39	UPP-IA	Information Access	1	CU	XTP
40	UPP-LBICF-LEG	Lawson Business Intelligence- (CPU Core Based) S3	8	CPUCORE	XTP
41	UPP-LES	Lawson Enterprise Search	1000	NU	XTP
42	UPP-LVPNC	Lawson Viewpoint Embedded	3	NU	XTP
43	UPP-MOA	Microsoft Office Add Ins	20	NU	XTP
44	UPP-LBICF-LEG	Lawson Business Intelligence- (CPU Core Based) S3	8	CPUCORE	XTP
45	UPP-SMC	Smart Office	1000	NU	XTP
46	BPP-MNXB	NetExpress App Runtime for Windows	30	CU	XTP
47	S3F-FINPRO	Infor Lawson Financial Procurement Pack	30	NU	XTP
48	S3F-FINPROI	Infor Lawson Financial Procurement Pack Inquiry	100	NU	XTP
49	S3F-MRBACI	Infor Lawson Project Accounting Inquiry	100	NU	XTP
50	BPP-LSF	Lawson System Foundation	8	CPUCORE	XTP
51	BPP-MNC	NetExpress Compiler - PRODUCTION	1	CU	XTP
52	BPP-MNX	NetExpress App Runtime - PRODUCTION	120	CU	XTP
53	BPP-LSF	Lawson System Foundation	2	CPUCORE	XTP
54	BPP-MNC	NetExpress Compiler - PRODUCTION	1	CU	XTP
55	BPP-MNX	NetExpress App Runtime - PRODUCTION	10	CU	XTP

*Support Level: Infor Xtreme ("XT") Support unless otherwise indicated. At all times Support shall be provided according to Infor's then-current Support policies and procedures. Descriptions of the Support levels can be found at <http://www.infor.com/support/support-plan-features/> .

If Applicable: "XTP" = Infor Xtreme Premium (24 x 7) and "XTE" = Infor Xtreme Elite (24 x 7) Plus.

II. Support Services

Total Support Fee:** \$541,689.29

** The Total Support Fee specified above has been calculated to align the Support End Dates of all Component Systems listed.

Annual Escalation Percentage Cap: For this Support Term, the Annual Escalation Percentage increase of 3% is included in the annual payment amounts set forth below. Following this Support Term, the Annual Escalation Percentage cap shall be 6% or the then-current year-over-year increase in the Consumer Price Index (CPI) whichever is the greater.

Support Term: 09/19/2018 ("Start date") to 09/30/2021

Support Commitment:

The Support Term specified herein is a binding term, and neither party may exercise any rights of non-renewal or cancellation for convenience so as to terminate Support prior to the end of such Support Term. If Licensee fails to pay Infor any portion of the Total Support Fee when due, then, in addition to other remedies Infor may exercise, Licensee shall immediately be invoiced for, and shall be obligated to pay to Infor, as liquidated damages, the Total Support Fee, as increased by the Annual Escalation Percentage Cap, less any portion of the Total Support Fee previously paid (the "Damages"). If such amount is not paid within fifteen (15) days of invoice, Infor shall have no further obligation to provide Support, and the Licensee shall remain fully obligated to pay the Damages.

On the last day of the Support Term, Support will automatically renew for successive twelve-month periods (the "Renewal Period") unless either party provides written notice to the other party of non-renewal at least ninety (90) days prior to the commencement of the Renewal Period.

Other fees: NA

Total Amount Due (before applicable taxes): \$541,689.29

Currency: USD

This Addendum is subject to the Infor General Lifecycle Policy. As described therein, additional fees may apply if Mainstream Maintenance is no longer available for a Component System during the Support Term.

Payment Schedule:

- \$1,148.98 (plus applicable taxes) is due no later than 8/19/2018
- \$7,721.38 (plus applicable taxes) is due no later than 8/29/2018
- \$42.32 (plus applicable taxes) is due no later than 8/29/2018
- \$166,392.63 (plus applicable taxes) is due no later than 9/1/2018
- \$180,484.72 (plus applicable taxes) is due no later than 9/1/2019
- \$185,899.26 (plus applicable taxes) is due no later than 9/1/2020

Invoice Address: 220 SE Green St

Lees Summit, MO 64063

Contact Tel: 816.969.1280

Contact name: Cathy Loveland

Contact Title: Assistant Director, Application Management Services

Contact Email: Cathy.Loveland@cityofls.net

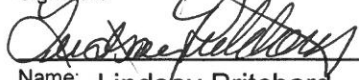
Account ID: 1-73578-L

This contract is subject to an annual appropriation by the Licensee's City Council.

THE PARTIES have executed this Addendum through the signatures of their respective authorised representatives.

~~Infor (US), Inc.~~ Infor (US), Inc.

Signature


Name: Lindsay Pritchard

City of Lees Summit

Signature

Name:

Title: Associate General Counsel

Date: March 28, 2018

Title:

Date:

BILL NO. XXXX

AN ORDINANCE APPROVING THE MULTI-YEAR SUPPORT COMMITMENT FOR THE LAWSON ENTERPRISE RESOURCE PLANNING SYSTEM BY AND BETWEEN INFOR (US) INC. (FORMERLY LAWSON SOFTWARE AMERICAS, INC.) AND THE CITY OF LEE'S SUMMIT, MISSOURI IN THE AMOUNT OF \$541,689.29 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY..

WHEREAS, the City of Lee's Summit relies on the Lawson ERP system for core functions of Human Resources, Finance, Procurement, and Payroll; and,

WHEREAS, the City Maintains a Master Terms and Conditions Agreement with Infor (Formerly Lawson Software Americas. Inc.); and

WHEREAS, maintaining a support contract with Infor allows the City access to ERP system improvements, fixes, and updates; and,

WHEREAS, maintaining a support contract with Infor allows the City allows City staff to contact Infor to get assistance with diagnosing system problems, and; and',

WHEREAS, a three year agreement reduces the annual maintenance cost increases from 6% to 3%; and

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

SECTION 1. That the Master Terms and Conditions agreement, by and between the City of Lee's Summit Missouri and INFOR (US) INC. (formerly LAWSON SOFTWARE AMERICAS, INC.), generally for the purposes of provision of continued software maintenance support for the Lawson/Infor software programs, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference be and is hereby approved.

SECTION 2. That the City Manager is authorized to execute the multi-year support commitment under the existing Master Terms and Conditions Agreement by and on behalf of the City of Lee's Summit, Missouri.

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

PASSED by the City Council of Lee's Summit, Missouri, this ____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

BILL NO. XXXX

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this ____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Nancy K. Yendes
Chief Counsel of Infrastructure and Planning

Packet Information

File #: TMP-0919, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE KANSAS BUREAU OF INVESTIGATION AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE USE OF MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA AWARD FUNDS.

Issue/Request:

[Enter text here]

Key Issues:

The Office of National Drug Control Policy (ONDCP) has awarded 2017 High Intensity Drug Trafficking Area (HIDTA) funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within the region. The City of Lee's Summit, Missouri is a local recipient of Midwest HIDTA award and agrees to designate one Lee's Summit Police Department (LSPD) Officer to the Kansas City/Overland Park DEA Task Force (GP43).

This agreement will authorize the Mayor of the City of Lee's Summit to enter into a memorandum of understanding whereby a Lee' Summit, Missouri Police Officer will be assigned to work on a special task force known as the HIDTA Task Force Group (KC) (GP 43). The mission of HTFG 43 is to disrupt the illicit drug traffic in the Kansas City area by immobilizing targeted violators and trafficking organizations, gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and conducting undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the States of Kansas and Missouri. By partnering with the Drug Enforcement Administration it will provide a force multiplier and assist our department with combating and investigating local cases of controlled substances distribution, manufacturing, and abuse. This officer was selected from the current authorized manning and backfilled with a new hire. Full funding from the United States Department of Justice, Drug Enforcement Administration is included with this agreement in the amount of \$70,909.00 in award funds as approved by the ONDCP. This is an annual renewal with the same MOU language and the same financial award amount.

Proposed City Council Committee Motion: I move to recommend to the City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE KANSAS BUREAU OF INVESTIGATION AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE USE OF MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA AWARD FUNDS.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE KANSAS BUREAU OF INVESTIGATION AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE USE OF MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA AWARD FUNDS.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE KANSAS BUREAU OF INVESTIGATION AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE USE OF MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA AWARD FUNDS.

Background:

The original agreement and MOU was established in 2017. This is the first of what will be an annual renewal of the MOU between the Kansas Bureau of Investigation and the City of Lee's Summit, Missouri.

Impact/Analysis:

This partnership will provide necessary support to the LSPD officer assigned to the task force including salary, vehicles, fuel, mobile phone, office space and supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and overtime during the term of this agreement.

The LSPD will be able to force multiply with the DEA in combating locally the trafficking of controlled substances.

Timeline:

Start: ___ January 1, 2017

Finish: ___ December 31, 2018

Other Information/Unique Characteristics:

[Enter text here]

LSPD Curt Mansell

Recommendation: Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text Here]



Kansas Bureau of Investigation

Kirk D. Thompson
Director

Derek Schmidt
Attorney General

May 7, 2018

Mayor Bill Baird
City of Lee's Summit
220 SE Greene St.
Lee's Summit, MO 64086

Dear Mayor Baird:

Attached for your review and signatures are documents relating to the Lee's Summit Police Department's 2017 operating budget for the Midwest HIDTA Kansas City Overland Park DEA Task Force Initiative.

Please review the documents carefully, as signatures are required on several separate documents. Return to our office a copy of the original signature pages. After all other signatures are acquired a copy of the signature pages only will be returned for your files.

If your agency has any prior year HIDTA funds available, those funds must be exhausted before the 2017 funds can be used.

Please forward a copy of this MOU to your fiscal office.

Thank you for your continued support of the Midwest HIDTA.

Award #: G17MW0003A
Initiative: Kansas City Overland Park DEA Task Force
Award Maximum: \$70,909.00
Award Period: January 1, 2017 - December 31, 2018

Sincerely,

A handwritten signature in blue ink that reads "Teresa Goza".

Teresa Goza
HIDTA Accountant III
Kansas Bureau of Investigation

**MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
MEMORANDUM OF UNDERSTANDING
KANSAS CITY/OVERLAND PARK DEA TASK FORCE**

**G17MW0003A
01-01-2017 / 12-31-2018
CFDA number 95.001**

The Office of National Drug Control Policy (ONDCP) has awarded HIDTA funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within Kansas and in selected regional initiatives. These funds shall be used for purposes designated in the KANSAS CITY/OVERLAND PARK DEA TASK FORCE INITIATIVE (Appendix A) and associated budget (Appendix B), as approved by ONDCP.

Scope of Service

The services carried out under this Memorandum of Understanding shall be consistent with those contained in the initiative proposal and budget as approved for funding by ONDCP. Changes shall not be made in the subject or the proposed objectives of the initiative without prior written approval from The Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and the Midwest HIDTA Executive Committee.

The signatories agree to provide written notice to the KBI and to the Midwest HIDTA Kansas State Coordinator, at least (30) days in advance of any planned withdrawal from this agreement. In the event of withdrawal from this initiative by any party, all property and equipment acquired with HIDTA funds by the withdrawing party shall be re-distributed as per Midwest HIDTA policy and procedure. Upon the date specified in the written notice of withdrawal, this agreement shall become void with respect to the agency giving notice but shall remain in effect for all other participants. The KBI shall process all allowable reimbursement requests for the withdrawing agency through the date of the withdrawal.

Reprogramming of Funds

Reprogramming of funds within a HIDTA award requires different levels of approval based upon the amount to be reprogrammed and whether the reprogramming is inter-agency or inter-initiative. In all cases the recipient agency is responsible for forwarding a request for authorization for reprogramming to the KBI to be forwarded to the Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee. The recipient agency is also responsible for maintaining detailed records of any reprogramming activities.

Reporting Requirement

All participants may be required to prepare a final report of initiative expenditures, which shall be submitted to the KBI within 30 days of the close of the program fiscal year. The financial report will be of a form approved by the KBI and shall contain a listing of expenditures/costs by cost category from the approved initiative budget (Appendix B). The report shall also contain a comparison of actual costs/expenditures against budget estimates. Failure to submit reports on a timely basis may result in the interruption or termination of the initiative funding for your agency. Detailed information on the financial reporting requirements is found in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating Procedures document (SOP).

Program Standards

Each agency agrees to abide by the standards and rules defined in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating procedures document as well as all formal written program guidance regarding financial management standards, reporting, records retention, equipment, vehicles, and procurement and supplanting requirements for any agency accepting HIDTA funds. You can download the full version from National HIDTA Assistance Center (NHAC) at nhac.org.

Assurances

Each agency agrees to abide by the terms and conditions set out in Application for Federal Assistance SF 424, Assurances - Non-Construction Programs (Appendix D) and Assurances – Construction Programs (Appendix E). Each agency will also submit the signed OMB forms, Certification Regarding Lobbying (Appendix F) and Disclosure of Lobbying Activities (Appendix G) and will abide by all applicable special conditions included as a part of the award agreement (Appendix I).

Invoicing

Each agency receiving reimbursements will invoice once per month no more than quarterly, due the fifteenth of the month, for expenditures incurred during the prior month. Reimbursement form shall be a form approved by the KBI (Appendix H) and shall contain a listing of expenditures by category. Each agency shall retain the original supporting documentation and provide a copy to the KBI with the monthly report. Each agency agrees that the NHAC and Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee have the right to terminate suspend or delay any payment to sub-recipient if the reimbursements clearly fails to meet HIDTA PPBG. In the event that such an act is necessary the agency will be notified within three days of the decision.

Inventory

Equipment purchased with HIDTA funds shall be identified by cost, type and serial number and reported to the Kansas State Coordinator on the Midwest HIDTA Inventory Form (Appendix C). The Kansas State Coordinator shall maintain an inventory of all equipment purchased and provide the same to HIDTA. A copy of all inventory transactions shall be provided to the KBI. Any change to the inventory of HIDTA purchased equipment shall be reported promptly and in writing to the KBI.

Audit Readiness and Compliance

Each agency agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. Each agency understands that it may be subject to an audit. Each agency also understands that there will be a site audit every two years for awardees that receive \$25,000 or more, and every three years for awardees that receive \$25,000 or less.

As the fiduciary, the KBI is required to provide certain information in an audit. The Single Audit Certification (Appendix K) provides part of the information needed. The Risk Assessment Tool (Appendix J) helps to ensure proper accountability and compliance with the program.

Operations

1. The KBI will serve as the purchasing agent for all services, equipment and supplies for the general use of the task force and will make direct payments from HIDTA funds. Individual agencies shall be responsible for the initial payment of costs for phones, pagers, travel and overtime associated with their agent/officer. Each agency agrees to compile those costs on a monthly basis and submit the

same to the KBI for reimbursement as per the section of this document titled Invoicing. In the event all available travel funds for non-federal participants are expended, the DEA will assume responsibility for all necessary travel costs associated with this initiative. Reimbursement to each agency is limited to the amount specified in the respective funding category, for that agency, as set out in the approved initiative budget and this agreement.

2. Signatories agree to provide all required statistical, financial and programmatic documentation to the Midwest HIDTA, including but not limited to non-supplanting agreements, monthly performance reports and yearly threat assessment information.
3. Signatories agree to participate in and support all Midwest HIDTA information and intelligence programs, including but not limited to, HIDTA SAFETNET, EPIC NCLSS.
4. The signatories agree that in event that any additional funds are received from HIDTA for the benefit of the initiative, those funds shall be distributed pursuant to the written award authorizing those additional funds.
5. **Lee's Summit Police Department** shall agree to designate one commissioned officer to the Kansas City/Overland Park DEA HIDTA Task Force pursuant to the terms and conditions of the DEA document titled State and Local HIDTA Task Force Agreement.

Acceptance

Acceptance of this MOU by participating agencies is acceptance of all standards and conditions of the HIDTA Award, included as Appendix A, B, C, D, E, F, G, H, I, J and K.

Appendix A: Task Force Initiative

Appendix B: Task Force Budget

Appendix C: Midwest HIDTA Inventory Form

Appendix D: OMB Form 4040-0007, Assurances – Non-Construction Programs

Appendix E: OMB Form 4040-0009, Assurances – Construction Programs

Appendix F: OMB Form, Certification Regarding Lobbying

Appendix G: OMB Form, Disclosure of Lobbying Activities

Appendix H: HIDTA Reimbursement Form

Appendix I: HIDTA Award Agreement

Appendix J: FAPO Risk Assessment Tool

Appendix K: HIDTA Single Audit Certification

Fiscal Contact KBI:

Teresa Goza
Kansas Bureau of Investigation
15700 College Blvd., Suite 100
Lenexa, KS 66219-1473
913-671-2046
teresa.goza@kbi.state.ks.us

Project Manager KBI:

Frank Papish, Assistant Director
Kansas Bureau of Investigation
15700 College Blvd. Suite 100
Lenexa, KS 66219-1473
913-671-2043

State Coordinator: Steve Riley
Midwest HIDTA
10220 NW Ambassador Dr., Suite 700
Kansas City, MO 64153
816-891-5217
sriley@midwest-hidta.org

Fiscal Contact LSPD: Major John Boenker
Lee's Summit Police Department
10 NE Tudor
Lee's Summit, MO 64086
816-969-1702
jboenker@cityofls.net

Project Manager LSPD: Travis Forbes, Chief
Lee's Summit Police Department
10 NE Tudor
Lee's Summit, MO 64086
816-969-1774
tforbes@cityofls.net

Participating Agency: Bill Baird, Mayor
City of Lee's Summit Missouri
220 SE Greene St.
Lee's Summit, MO 64086

Participating Agency:
City of Lee's Summit

Bill Baird, Mayor Date

Through Lee's Summit Police Department

Travis Forbes, Chief Date

Fiscal Agent:
Kansas Bureau of Investigation

Kirk D. Thompson, Director Date

FY 2017 ENFORCEMENT INITIATIVE DESCRIPTION BUDGET PROPOSAL (INVESTIGATIVE)

HIDTA: Midwest HIDTA

INITIATIVE TITLE: Kansas City/Overland Park DEA Task Force

LEAD AGENCY(S): Drug Enforcement Administration

LOCATION: Overland Park, KS

1. INITIATIVE DESCRIPTION

This Task Force was first funded in 1999. The Kansas City/Overland Park DEA Combined Task Force is composed of the Task Force Group 3, the Tactical Diversion Group and the Task Force Group 41, all three of which are co-located in the Kansas City District Office of DEA. The Task Force also consists of representatives from the IRS and multiple State and local agencies. The Kansas City/Overland Park DEA Combined Task Force continues to conduct investigations targeting PTOs, CPOTs, RPOTs, DTOs and major poly-drug trafficking organizations, as well as investigating the sale and diversion of precursor and essential chemicals utilized in the manufacture of methamphetamine; the investigation of individuals and criminal organizations involved in the clandestine manufacture and distribution of poly-drugs and methamphetamine; and the investigation of prescription drug abuse and diversion. The task force also initiates investigations of drug trafficking organizations operating in the KCDO area of responsibility.

All enforcement and investigative operations are coordinated through the de-confliction system at the Midwest HIDTA ISC to enhance officer safety and increase efficiency by reducing duplication of effort.

The Kansas City/Overland Park DEA Combined Task Force is a Drug Enforcement Administration managed full time co-located, federal, state and local task force located in Overland Park, Kansas in the DEA Kansas City District Office.

2. INITIATIVE PARTICIPANTS

HIDTA Participating Agency Positions, Summary			
	Full Time	Part Time	Total
Co-Located	34	1	35
Non-Co-Located	0	0	0
Total	34	1	35

HIDTA Participating Agency Positions					
Quantity	Title	Agency	HIDTA Funded	Co-Located	Fulltime

HIDTA Participating Agency Positions					
Quantity	Title	Agency	HIDTA Funded	Co-Located	Fulltime
1	Assistant Special Agent in Charge	Drug Enforcement Administration	No	Yes	Yes
2	Diversion Investigators	Drug Enforcement Administration	No	Yes	Yes
3	Group Supervisors	Drug Enforcement Administration	No	Yes	Yes
1	Intelligence Analyst	Contractor	Yes	Yes	Yes
1	Intelligence Analyst	Drug Enforcement Administration	No	Yes	Yes
2	Intelligence Analyst	Kansas National Guard	No	Yes	Yes
14	Special Agent	Drug Enforcement Administration	No	Yes	Yes
1	Special Agent	Internal Revenue Service	No	Yes	No
2	Task Force Officer	Johnson County, KS Sheriffs Office	No	Yes	Yes
2	Task Force Officer	Overland Park, KS Police Department	No	Yes	Yes
1	Task Force Officer	Wyandotte County, KS Sheriffs Office	No	Yes	Yes
1	Task Force Officers	Belton, MO Police Department	Yes	Yes	Yes
2	Task Force Officers	Independence, MO Police Department	Yes	Yes	Yes
2	Task Force Officers	Kansas City, KS Police Department	No	Yes	Yes

3. INITIATIVE BUDGET

FY 2017 Request for initiative: **\$535,962.00**

4. LAW ENFORCEMENT INITIATIVES: INVESTIGATION ACTIVITIES

Does the initiative routinely provide information to the HIDTA Investigative Support Center?

Yes

No

(If no, explain.)

Expected And Actual Disruptions/Dismantlements				
Outputs	2013 - 2015 Average	2014 Actual	2015 Actual	2017 Expected
Drug Trafficking Organizations				
International DTOs	1	0	0	
Multi-State DTOs	6	5	3	
Local DTOs	2	2	3	
TOTAL	8	7	6	6
Money Laundering Organizations				
International MLOs	0	0	0	
Multi-State MLOs	0	0	1	
Local MLOs	0	0	0	
TOTAL	0	0	1	0
GRAND TOTAL				
	9	7	7	6

Kansas City/Overland Park DEA Task Force: [2/18/2016] Using an average of previous 3 years actual values as Expected Values, since not previously set by PMP user.

Drug Seizures				
Drug Seizures (Units)	2013 Actual	2014 Actual	2015 Actual	2013 - 2015 Average

APPENDIX A

Drug Seizures				
Drug Seizures (Units)	2013 Actual	2014 Actual	2015 Actual	2013 - 2015 Average
Cocaine (kg)	1.200	2.149	0.932	1.427
Crack (kg)	0.410	0.045	0.000	0.152
Ecstasy (DU)	1484.000	1032.000	0.000	838.667
Ephedrine (kg)	0.089	0.000	0.000	0.030
Hashish (kg)	0.030	0.000	0.000	0.010
Heroin (kg)	2.291	14.442	1.216	5.983
Hydrocodone (DU)	0.000	0.000	341.000	113.667
Ice (kg)	0.000	90.499	141.351	77.283
K2-spice (kg)	0.000	41.219	0.000	13.740
Ketamine (DU)	0.000	0.000	24273.000	8091.000
Marijuana (kg)	326.235	5.991	0.911	111.046
Marijuana-BC Bud (kg)	0.090	0.000	0.000	0.030
Methamphetamine (kg)	51.815	0.150	14.493	22.153
Oxycodone (DU)	0.000	28.000	753.000	260.333
PCP (kg)	1.667	0.000	0.000	0.556
Prescription Drugs (DU)	81710.000	0.000	2234.000	27981.333
Steroids (DU)	0.000	200.000	25.000	75.000
Vicodin (DU)	0.000	0.000	756.000	252.000

Cash and Other Asset Seizures				
	2013 Actual	2014 Actual	2015 Actual	2013 - 2015 Average
Cash Assets	\$1,666,967.00	\$1,749,128.00	\$773,315.00	\$1,362,803.33
Other Assets	\$1,427,500.00	\$147,044.00	\$167,394.00	\$580,646.00
Total Assets Seized	\$2,993,467.00	\$1,896,172.00	\$940,709.00	\$1,943,449.33

Analytical Support				
Output	2013 Actual	2014 Actual	2015 Actual	2017 Expected
HIDTA Cases Provided Analytical Support	58	72	65	65

Fugitives Apprehended				
Output	2013 Actual	2014 Actual	2015 Actual	2017 Expected
Fugitives	16	0	12	0

OTHER INITIATIVE OUTPUTS AND OUTCOMES

Law Enforcement Activity			
Other Outputs	2013 Actual	2014 Actual	2015 Actual
Arrests	85	80	81
Wiretaps (Lines)	0	0	0
Firearms Seized	20	69	41

Initiative Other Outputs/Outcomes			
Other Outputs	2013 Actual	2014 Actual	2015 Actual
Arrests	85.00	80.00	81.00
Firearms Seized	20.00	69.00	41.00
Wiretaps (Lines)	0	0	0

Budget Detail

2017 - Midwest

Initiative - Kansas City/Overland Park DEA Task Force

Award Recipient - Kansas Bureau of Investigation (G17MW0003A)

Resource Recipient - Kansas Bureau of Investigation

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$3,492,163.00
Personnel	Quantity	Amount
Investigative - Law Enforcement Officer	5	\$199,973.00
Total Personnel		\$199,973.00
Fringe	Quantity	Amount
Investigative - Law Enforcement Officer	5	\$62,582.00
Total Fringe		\$62,582.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	7	\$89,297.00
Total Overtime		\$89,297.00
Travel	Quantity	Amount
Investigative/Operational	1	\$5,614.00
Total Travel		\$5,614.00
Services	Quantity	Amount
Communications - mobile phones & pagers		\$4,760.00
Contractor - Analyst - Intelligence	1	\$72,000.00
Vehicle lease - passenger	6	\$45,000.00
Total Services		\$121,760.00
Supplies	Quantity	Amount
Investigative/Operational		\$22,880.00
Total Supplies		\$22,880.00
Total Budget		\$502,106.00

Midwest HIDTA Inventory Action Form

Grantee:

Funding Year

Date:

Funding NO#

Agency Inventory #	Vendor Name	Date Purchased	Item Description Description/Model/Brand	Location	Purchase Price	Serial Number

Authorizing Officer

Title

Telephone

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lee's Summit Missouri	

ASSURANCES - CONSTRUCTION PROGRAMS

APPENDIX E

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
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13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
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15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
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18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
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SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lee's Summit Missouri	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lee's Summit Missouri	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
4040-0013

Review Public Burden Disclosure Statement

1. * Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input checked="" type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance			2. * Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award			3. * Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change		
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input checked="" type="checkbox"/> SubAwardee Tier if known: <input type="checkbox"/> * Name: City of Lee's Summit Missouri * Street 1: 220 SE Greene St. Street 2: _____ * City: Lee's Summit State: MO: Missouri Zip: 64086 Congressional District, if known: _____								
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: * Name: Kansas Bureau of Investigation * Street 1: 1620 SW Tyler Street 2: _____ * City: Topeka State: KS: Kansas Zip: 66612 Congressional District, if known: _____								
6. * Federal Department/Agency: ONDCP			7. * Federal Program Name/Description: HIDTA CFDA Number, if applicable: 95.001					
8. Federal Action Number, if known: G17PM0003A			9. Award Amount, if known: \$ _____					
10. a. Name and Address of Lobbying Registrant: Prefix: [dropdown] * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: [dropdown] * Street 1: _____ Street 2: _____ * City: _____ State: [dropdown] Zip: _____								
b. Individual Performing Services (including address if different from No. 10a) Prefix: [dropdown] * First Name: _____ Middle Name: _____ * Last Name: _____ Suffix: [dropdown] * Street 1: _____ Street 2: _____ * City: _____ State: [dropdown] Zip: _____								
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.								
* Signature: _____ * Name: Prefix: [dropdown] * First Name: Bill Middle Name: _____ * Last Name: Baird Suffix: [dropdown] Title: Mayor Telephone No.: _____ Date: _____								

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Standard Form - LLL (Rev. 7-97)

MIDWEST HIDTA
Reimbursement Form

Agency

Lee's Summit PD
10 NE Tudor
Lee's Summit, MO 64086

Dept. Code

KBI use only
v-40381-2-001
Grant #1203 Ordinance #

Invoice for the month of: _____

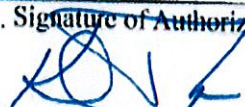
2017 Funding Year 1/1/17 to 12/31/18
Initiative: Kansas City/Overland Park DEA Task Force G17MW00003A
CFDA # 95.001

Category	2016 Allocation	Expenditures Through	Balance Available	Expenditures This Period
Salary	35,000.00		35,000.00	
Benefits	12,000.00		12,000.00	
Overtime	12,609.00		12,609.00	
Cell Phone	1,020.00		1,020.00	
Car Lease	6,800.00		6,800.00	
Fuel	3,480.00		3,480.00	
Total	\$ 70,909.00	0.00	70,909.00	0.00

Agency Authorization / Date Major John Boenker	Midwest HIDTA Authorization/Date	KBI Authorization / Date
john.boenker@cityofks.net 816-969-1702 Finance Officer Please Print		
	Phone Number	

Reimbursement forms are due by the 15th of the month.

Please attach all supporting documents

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Director Kirk D. Thompson Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612-1837		4. Award Number: G17MW0003A	
		5. Grant Period: From 01/01/2017 to 12/31/2018	
2. Total Amount of the Federal Funds Obligated: \$3,492,163	6. Federal Award Date: 6/19/2017	7. Action Initial <input checked="" type="checkbox"/> Supplemental	
2A. Budget Approved by the Federal Awarding Agency \$3,492,163	8. Supplement Number 1		
3. CFDA Name and Number: <i>High Intensity Drug Trafficking Areas Program - 95.001</i>	9. Previous Award Amount: \$2,001,009		
3A. Project Description <i>High Intensity Drug Trafficking Areas (HIDTA) Program</i>	10. Amount of Federal Funds Obligated by this Action: \$1,491,154		
	11. Total Amount of Federal Award: \$3,492,163		
12. The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.			
13. Statutory Authority for Grant: Public Law 114-254 and Public Law 115-31			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Michael K. Gottlieb Associate Director Office of National Drug Control Policy		15. Typed Name and Title of Authorized Official Kirk D. Thompson Kansas Bureau of Investigation	
16. Signature of Approving ONDCP Official Michael K. Gottlieb		17. Signature of Authorized Recipient/Date  6/19/2017	
AGENCY USE ONLY			
18. Accounting Classification Code DUNS: 150943496 EIN: 1486029925L2		19. HIDTA AWARD OND1070DB1718XX OND6113 OND2000000000 OC 410001	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the "Part 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2016 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
 - 28 CFR Part 69 -- "New Restrictions on Lobbying"
 - Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7 of these terms and conditions
 - Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, "Audit Requirements" must be submitted no later than nine months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.
5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent (s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

These general terms and conditions, as well as archives of previous versions of the general terms and conditions, are available online at www.whitehouse.gov/ondcp/grants.

7. Conflict of Interest and Mandatory Disclosures

A. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from subrecipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a state, local government, or Native American tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

B. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to System for Award Management (SAM). Failure to make required disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

8. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) Be registered in SAM before submitting its application; (ii) provide a valid DUNS number in its application; (iii) continue to maintain an active System for Award Management registration with current information at all times during which it has an active Federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.
9. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 CFR 200.331.

10. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180, dealing with all sub-awards and contracts issued under the grant.
11. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:
 - a) Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
 - c) Evaluate and monitor compliance with applicable statute and regulations, and the terms and conditions of the Federal award.
 - d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
 - e) Take reasonable measures to safeguard protected PII and other information ONDCP or the recipient designates consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain and report current information to the SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition (below). This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent 5 year period; and
- c. Is one of the following:

- (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition (below);
- (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5 year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance (PPBG).
2. This award is subject to the requirements in ONDCP's HIDTA PPBG.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Midwest HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

D. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

See also Section A. 4 regarding Federal Financial Reports.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X _____	City Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Lee's Summit Missouri	

FAPO RISK ASSESSMENT TOOL

Key Risk Areas and Underlying Factors	EXAMPLES					Risk Level				
	Lower Risk State	Moderate Risk State	Higher Risk State	Lower	1	2	3	4	5	Higher
AREA 1: COMPLIANCE – risk of non-compliance with specific laws, regulations and other rules affecting this process and its financial reporting Characteristics of the applicable laws, regulations, policies & rules impacting financial reporting for this business process										
Level of Clarity	Clear & precise	Open to interpretation/generic	Unclear and imprecise							
Degree of maturity/stability	Well-established & time-tested	Recently enacted/evolving (<3 years)	Brand New or unestablished							
Complexity	Simple & straight forward	Involves judgement & some complexity	Highly complicated or judgmental							
AREA 2: HUMAN CAPITAL – risk posed by the knowledge, skills and capacities of the people involved in this process who can effect financial assistance Knowledge/familiarity of staff with process	Highly knowledgeable & familiar	Average familiarity	Staff are new or unfamiliar							
Degree of management process ownership/control	Processes fully in-sourced and under management's direct control	Mixed in & out-sourced processing or some control delegated to others	Significant outsourcing or delegation of processes to others' control							
Workload Stress	Low staff turnover; no workforce constraints or other stressors	Moderate staff turnover: some workforce constraints	High staff turnover; notable workforce constraints adding stress							
AREA 3: OPERATIONS – risk posed by the characteristics of the manual/automated activities & IT applications involved in this process impacting financial assistance Characteristics of the manual and automated activities & technology applications comprising this business process										
Uniformity	Highly standardized	Some variations occur	Highly variable							
Complexity	Simple & straightforward	Moderately complicated	Complicated/cumbersome/ error prone							
Regularity	Routine	Periodic/infrequent	Non-routine/Rare							
Maturity or Stability	Stable, well-established, time-tested	Evolving/in transition (<3 years)	Brand new, unestablished, unstable							
Extent of handling	One/two "Touch-points"	Multiple processing steps/applications	Many people/steps/apps involved							
Dispersion	Centralized within one location/function	Moderately dispersed among multiple locations/function	Highly dispersed among many different location/functions							
AREA 4: NATURE OF TRANSACTIONS – risk posed by the qualitative and quantitative characteristics of transactions generated by the process										
Transaction volume	Extensive transactions (1000+)	Many transactions (300+)	Few transactions (10+)							
Transaction Frequency	Systematic/recr on a regular basis	Happens periodically/cyclically	Happens infrequently or rarely							
Individual transaction sizes	Small dollar (< 1/1000 th of materiality)	Moderate dollar (>1/1000 th of materiality & <1/100 th of materiality)	Large dollar (>1/100 th of materiality)							
Impact of estimates on financial reporting transactions	Little/no impact of estimates/all transaction variable are known/no estimation judgement involved	Moderate impact of estimates/most transaction variables are known/some estimation judgement involved	Significant impact of estimates/some transaction variables are derived amounts/high judgement required							
Propensity for fraud, waste or misappropriation of assets or information given safeguarding or other security issues	Assets are immovable or have no intrinsic value/information is easily safeguarded/low risk of concealable theft or diversion	Assets are moveable and have some intrinsic value/information is capable of diversion/moderate risk of concealable theft or diversion	Assets are moveable and have a significant intrinsic valuable/information is capable of diversion/high risk of concealable theft or diversion							

FAPO RISK ASSESSMENT TOOL

AREA 5: MANAGEMENT'S RECENT EXPERIENCE – indications of possible lingering risks based upon management's experience with events during the pasts 3 years							
Controls & Compliance issues raised Prior annual financial statement or other audit results	No findings related to this process	Management letters comments or other similar findings provided by auditors for this process	Reportable conditions, material weaknesses, non-compliance or "high-risk" matters cited by auditors for this process				
Adjustments by auditors	None	Few adjustments/not material in the aggregate	Significant number of adjustments; aggregate value of adjustments exceed planning materiality				
Adjustments by management	Few adjustments/routine in nature/small dollar amounts involved	Moderate adjustments/moderate dollar amounts involved	Significant number or dollar amount of adjustments required/non-routine in nature				
Results of management's recent Statement of Assurance assessments	No findings related to this process	Some findings, though insignificant in scale/impact	Reportable conditions, material weaknesses & no-compliance matters found by management for this process				
Management's day-to-day experience							
Accounting errors or irregularities (known fraud)	Few error/adjustments	adjustments	Significant errors/adjustments				
Information available to monitor performance	Readily available/useable by management on a timely basis	Somewhat available for use by management/information is of mixed quality or is untimely	Unavailable for use by management/information is hard to understand or apply on a timely basis				
Typical accounting analysis needed by management in this area	Few calculations/analysis	Moderate calculations/analysis	Extensive calculations/analysis				
Overall nature of issues, errors or adjustments	A virtually problem free area	Problems occur from time to time of varying significance	Problems persist, can be significant/demand high management intervention				
AREA 6: MANAGEMENT'S CURRENT OUTLOOK – overall perceived likelihood of material adverse financial reporting risks within the next year for this process	Remote	Reasonably Possible	More Likely than Not				
Management overall prognosis of material adverse risks for this process							

Assessment performed by: _____

Date: _____

Single Audit Certification

Sub-Recipient Audit Requirements of the A-133 Single Audit (§200.502)

Agreement between the City of Lee's Summit Missouri and the Kansas Bureau of Investigation under the Midwest HIDTA CFDA #95.001 for the period of 01/01/2017 to 12/31/2018 in the amount of \$70,909.00.

The Kansas Bureau of Investigation is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of Dates, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the Kansas Bureau of Investigation to monitor our sub recipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the fiscal agent's organization.

Accordingly, we are requesting that you circle one of the numbers below, provide all appropriate documentation regarding your organization's compliance with the audit requirements, This is part of the sub recipient's grant agreement with the Kansas Bureau of Investigation.

Name of organization: City of Lee's Summit Missouri

Sub recipient's DUNS # _____ expires _____

Federal Employer Identification Number (FEIN): _____

Signature: _____

1. We have completed our OMB Circular A-133 audit for the fiscal year ending _____
Here is the link to our audit report. _____ If material exceptions were noted please enclose a copy of the responses and corrective actions taken.
2. We expect our OMB Circular A-133 audit for the fiscal year ending _____
to be completed by _____. A copy of our audit report will be forwarded to the Kansas Bureau of Investigation within 30 days of receipt of the report.
3. We are not subject to Circular A-133 audit because:
 - a) We are a for-profit organization.
 - b) We expend less than \$500,000 in federal awards annually.
 - c) Other (please explain): _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE KANSAS BUREAU OF INVESTIGATION AND THE CITY OF LEE'S SUMMIT, MISSOURI FOR THE USE OF MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA AWARD FUNDS.

WHEREAS, the Office of National Drug Control Policy (ONDCP) has awarded 2017 High Intensity Drug Trafficking Area (HIDTA) funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations; and,

WHEREAS, the Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within the region; and,

WHEREAS, the City of Lee's Summit, Missouri is a local recipient of Midwest HIDTA award and agrees to designate one Lee's Summit Police Department (LSPD) Officer to the Kansas City/Overland Park DEA Task Force; and,

WHEREAS, as part of the designation of a LSPD Officer to the Kansas City/Overland Park DEA Task Force, the City of Lee's Summit, Missouri will receive the amount of \$70,909.00 in award funds at a minimum as approved by the ONDCP; and,

WHEREAS, the City of Lee's Summit and KBI desire to enter into a Memorandum of Understanding which describes the parties responsibilities in regards to the award funding the LSPD Officer position at the Kansas City/Overland Park DEA Task Force.

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

SECTION 1. That the Midwest High Intensity Drug Trafficking Area (HIDTA) Memorandum of Understanding Kansas City/Overland Park DEA Task Force, appended hereto and made a part hereof by reference, is hereby approved and the Mayor is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2018.

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

BILL NO. 18-

ORDINANCE NO.

APPROVED by the Mayor of said city this ____ day of _____, 2018.

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Chief Counsel of Public Safety *Beth Murano*

Packet Information

File #: TMP-0921, **Version:** 1

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2018 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Issue/Request:

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2018 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Key Issues:

[Enter text here]

Proposed City Council Committee Motion: I move to recommend to the City Council approval of AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2018 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Proposed City Council Motion:

FIRST MOTION: I move for a second reading of AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2018 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

SECOND MOTION: I move for adoption of AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2018 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

The City of Lee's Summit, Missouri ("City") has requested funding from Jackson County, Missouri's ("County")

Anti-Drug Sales Tax Funds to assist the City in defraying certain costs of its Drug Abuse Resistance Education ("DARE") or similar anti-drug program.

Jackson County's COMBAT Drug Commission recommended and the Jackson County Legislature approved the City's request as an appropriate expenditure of Anti-Drug Sales Tax Funds.

Jackson County will grant funding in the amount of Two Hundred Forty Seven Thousand Three Hundred Seven Dollars (\$247,307.00), pursuant to the terms of the attached agreement, to the City to use towards expenses of the City's DARE or similar anti-drug program.

Impact/Analysis:

Jackson County will grant funding in the amount of Two Hundred Forty Seven Thousand Three Hundred Seven Dollars (\$247,307.00) pursuant to the terms of this attached agreement that will provide funds for personnel and supplies for the Lee's Summit Police Department's DARE program.

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Major Curt Mansell, Police Department

Recommendation: [Enter Recommendation Here]

Staff recommends approval of a AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2018 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE 2018 COMBAT DRUG COMMISSION DARE AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND JACKSON COUNTY, MISSOURI.

WHEREAS, the City of Lee's Summit, Missouri ("City") has requested funding from Jackson County, Missouri's ("County") Anti-Drug Sales Tax Funds to assist the City in defraying certain costs of its Drug Abuse Resistance Education ("DARE") or similar anti-drug program, and;

WHEREAS, the County's COMBAT Drug Commission recommended and the County Legislature approved the City's request as an appropriate expenditure of Anti-Drug Sales Tax Funds; and,

WHEREAS, County will grant funding in the amount of Two Hundred Forty Seven Thousand Three Hundred Seven Dollars (\$247,307.00), pursuant to the terms of the attached agreement, to the City to use towards expenses of the City's DARE or similar anti-drug program; and,

WHEREAS, the City and County desire to enter into the attached 2018 COMBAT Drug Commission DARE Agreement in order for the City to acquire funds to be used towards costs of its DARE or similar anti-drug program.

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 approves the 2018 COMBAT Drug Commission DARE Agreement which is attached hereto and incorporated by reference as if fully set forth herein, and the Mayor is authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____ 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this _____ day of _____ 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

Beth Murano, Chief Counsel of Public Safety

AGREEMENT
(2018 COMBAT Drug Commission DARE)

AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "County", and, **CITY OF LEE'S SUMMIT, MISSOURI 200 SOUTHEAST GREEN LEE'S SUMMIT, MO 64063**, hereinafter referred to as "the City" made and entered into this _____ day of _____, 2018.

WHEREAS, the City has requested funding from County's Anti-Drug Sales Tax Funds to assist the City in defraying certain costs of its Drug Abuse Resistance Education (DARE) or similar anti-drug program; and,

WHEREAS, the County's Jackson County Drug Commission recommended and the County Legislature approved the City's request as an appropriate expenditure of Anti-Drug Sales Tax Funds; and,

WHEREAS, this Agreement provides a suitable mechanism by which the designated County funds shall be disbursed to the City;

NOW THEREFORE it is agreed by and between the parties as follows:

1. The County agrees to pay to the City a total amount not to exceed **\$247,307.00**. Upon execution of this contract, an advance payment equal to one-half of the contract amount, totaling **\$123,653.500** will be submitted to the City. Prior to September 30, 2018, and upon receipt and approval of the previous DARE Semester Report, the final payment shall be made. This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement.
2. The County agrees and acknowledges that the City shall use the proceeds of this Agreement, together with City funds and any federal or state grant funds which may have been awarded, to cover certain expenses of its DARE or similar anti-drug program, all as is more fully set out in the funding request and other documents attached hereto as Exhibit A.
3. The City agrees that all proceeds of this Agreement shall be subject to audit by the County's Legislative Auditor or such other auditor as the County may designate. Additionally, the City agrees to contract for the performance of a comprehensive audit in conformance with the Single Audit Act of 1984, and to forward two copies of the audit report to the Jackson County Drug Commission, one of which will be forwarded to the County's Department of Finance and Purchasing.

4. The City shall provide an annual program report at the end of each calendar year summarizing all activities of its DARE or similar anti-drug program to the Jackson County Drug Commission containing such particulars as said Commission might specify.
5. If the City receives or obtains any media attention because of this project, the City is required to acknowledge that funding for the project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration of the contract.
6. This Agreement shall be effective as of January 1, 2018, and extend through December 31, 2018, for expenses incurred during the same time period.
7. The City shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent allowable by law caused by the negligence or willful misconduct of the City or its employees, agents or representatives.
8. If the City shall default in the performance or observation of any term or condition herein, the County shall give the City ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after the City receives written notice thereof, the County may at its election terminate the Agreement and withhold any payments not yet made to the City. Said election shall not in any way limit the County's or the City's right to sue for breach of contract.
9. The City warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.
10. Pursuant to §285.530.1, RSMo, City assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, City shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
11. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days written notice to the party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or the City may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement

for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by the City to the County within ten (10) days of the termination of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 2018.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon
County Counselor

By: _____
Frank White, Jr.
County Executive

ATTEST:

CITY OF LEE'S SUMMIT, MISSOURI

Mary Jo Spino
Clerk of the County Legislature

By: _____
Title: _____
Date: _____

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$247,307.00**, which is hereby authorized.

Date

Chief Administrative Officer
Account No.008-4403-56005

Res. 19848

Exhibit B

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **City of Lee's Summit, Missouri**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **City of Lee's Summit, Missouri**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn before me this _____ day of _____, 2017. I am commissioned as a notary public within the County of _____, State of _____, and my commission expires on _____.

Signature of Notary

Date

Packet Information

File #: TMP-0927, **Version:** 1

AN ORDINANCE APPROVING THE PROCUREMENT OF EXCESS WORKERS COMPENSATION COVERAGE FROM MIDWEST EMPLOYERS CASUALTY COMPANY FOR FISCAL YEAR 2019 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS AND OTHER DOCUMENTS NECESSARY FOR SAID INSURANCE COVERAGE.

Issue/Request:

AN ORDINANCE APPROVING THE PROCUREMENT OF EXCESS WORKERS COMPENSATION COVERAGE FROM MIDWEST EMPLOYERS CASUALTY COMPANY FOR FISCAL YEAR 2019 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS AND OTHER DOCUMENTS NECESSARY FOR SAID INSURANCE COVERAGE.

Key Issues:

The City purchases excess Worker's Compensation coverage as required by Missouri State Division of Worker's Compensation for self-insured entities. For the past six years, the City has maintained this coverage through Midwest Employers Casualty Company (MECC).

The City has continued to achieve reduced frequency of Worker's Compensation claims through Safety and Loss Control training, Safety Fairs, and continuous improvement of safety in all work areas. To capitalize on the improvements in the City's loss experience resulting from these efforts, staff authorized Thomas McGee, LLC, the City's Third Party Administrator, to market the coverage. Four quotes were received.

Chubb (Formerly ACE) quoted a minimum premium of \$150,000, excluding Law Enforcement, subject to a minimum SIR of \$500,000. When Law Enforcement is included, the minimum SIR is \$1,000,000.

Arch Insurance quoted a minimum premium of \$100,000 subject to a minimum SIR of \$750,000 for police and firefighters.

Safety National Casualty responded with a quote in excess of \$90,000, which did not include Law Enforcement coverage, with an indication that the premium would increase if Law Enforcement was included.

Midwest Employers Casualty Company, the incumbent provider, quoted a premium of \$80,054 which is a 1.43% increase in premium from the current, expiring rate. The offer includes a 2-year guarantee at this rate. This coverage includes Law Enforcement and does not require increase in the City's SIR of \$500,000.

Proposed City Council Motion: I MOVE FOR SECOND READING OF AN ORDINANCE APPROVING THE PROCUREMENT OF EXCESS WORKERS COMPENSATION COVERAGE FROM MIDWEST EMPLOYERS CASUALTY COMPANY FOR FISCAL YEAR 2019 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS AND OTHER DOCUMENTS NECESSARY FOR SAID INSURANCE COVERAGE.

Timeline:

Start: 7/1/2018

Finish: 6/30/2019

Jackie McCormick Heanue, Interim Director of Human Resources

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE PROCUREMENT OF EXCESS WORKERS COMPENSATION COVERAGE FROM MIDWEST EMPLOYERS CASUALTY COMPANY FOR FISCAL YEAR 2019 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS AND OTHER DOCUMENTS NECESSARY FOR SAID INSURANCE COVERAGE.

BILL NO. 18-

AN ORDINANCE APPROVING THE PROCUREMENT OF EXCESS WORKERS COMPENSATION COVERAGE FROM MIDWEST EMPLOYERS CASUALTY COMPANY FOR FISCAL YEAR 2019 AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS AND OTHER DOCUMENTS NECESSARY FOR SAID INSURANCE COVERAGE.

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

WHEREAS, the City currently maintains a self-insured worker's compensation program; and

WHEREAS, the Missouri State Division of Worker's Compensation requires that entities who maintain self-insurance programs purchase and carry excess worker's compensation coverage; and,

WHEREAS, for the past six years, the City has procured excess coverage for Worker's Compensation through Midwest Employers Casualty Company; and

WHEREAS, due to reduced frequency and severity of Worker's Compensation claims, the City authorized its' third party administrator for worker's compensation claims to market excess coverage for FY2019; and,

WHEREAS, a total of three (3) proposals were received, with Midwest Employers Casualty Company providing the lowest and most responsive bid, and offered a two year rate guarantee in the amount of \$80,054.00 per year; and

WHEREAS, the City desires to accept the proposal from Midwest Employers Casualty Company and enter into an Agreement to procure excess worker's compensation coverage through Midwest Employers Casualty Company for FY2019 with options for an additional renewal at the same rate.

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

SECTION 1. That the proposal for worker's compensation excess coverage from Midwest Employers Casualty Company for FY2019 in the amount of \$80,054.00 with a renewal option at the same rate for an additional year be and hereby is accepted and the City Manager is authorized to execute any agreements and other documents necessary to effectuate the procurement of this coverage on behalf of the City of Lee's Summit.

SECTION 2. That 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. That 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. 18-

PASSED by the City Council of Lee's Summit, Missouri this _____ day of _____, 2018.

Mayor *Bill Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this _____ day of _____, 2018.

Mayor *Bill Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney
Brian W. Head

May 15, 2018

Nanci White
 City of Lee's Summit Missouri
 220 SE Green
 Lee's Summit, MO 64063

RE: 2018 WORKERS COMPENSATION EXCESS RENEWAL POLICY

Dear Nanci:

The City's two year policy with Midwest Employers Casualty for excess workers compensation insurance is set to expire July 1st, 2018. In preparation for the renewal we have approached the key insurance carriers and have found that Midwest Employer's remains the most competitive for the city of Lee's Summit.

The quote from Midwest Employer's reflects a modest increase of approximately 1.4% annual increase from two years ago, with the same limits and retention. On the second page of this letter are the results of the state of the Excess Workers Compensation market.

	Midwest Employers		
	Expiring	Renewal	Renewal
		1 Year Option	2 Year Option
Payroll	\$37,440,401	\$43,052,402	\$43,052,402
Manual Premium	\$1,285,308	\$1,220,328	\$1,220,328
Self-Insured Retention	\$500,000	\$500,000	\$500,000
Specific Limit	Statutory	Statutory	Statutory
E. L. Limit	\$1,000,000	\$1,000,000	\$1,000,000
Aggregate Retention	\$2,964,177	\$1,633,409	\$3,050,820
Min. Aggregate Retention	\$2,904,894	\$1,600,741	\$2,989,804
Aggregate Limit	\$1,000,000	\$1,000,000	\$1,000,000
Policy Term	2 Year	1 Year	2 Year
Deposit Premium	\$68,635	\$80,054	\$80,054
Minimum Premium	\$123,544	\$72,048	\$144,096
Rate Per \$100/payroll	\$0.183	\$0.186	\$0.186
Percentage Change		1.43%	1.43%

The responses from the other insurance companies providing Excess Worker's Compensation protection were as follows:

- **Safety National Casualty** – Pricing indication was a premium in excess of \$90,000. Safety shared that losses in the law enforcement sector necessitate increased pricing.
- **Chubb (Formerly ACE)** – Minimum premium of \$150,000 subject to a minimum SIR of \$500,000. When Law Enforcement is included, the minimum SIR is \$1,000,000.
- **Arch Insurance** – Minimum premium of \$100,000 subject to a minimum SIR of \$750,000 for police and firefighters.

The quote provided by Midwest Employers provides two options. The first is a one year program and the second allows the City to lock in its rate for a two year policy. It is our recommendation that the City select option two.

Please review and call to discuss further.

Regards,



Edwin D. Reasoner, CPCU, ARM
Director, Risk Management Department
Thomas McGee Group
d: 816.843.4448 | c: 816.308.9420
ereasonerthomasmcgee.com

Packet Information

File #: TMP-0918, **Version:** 1

AN ORDINANCE APPROVING THE FY2019 PROPERTY AND LIABILITY INSURANCE PROGRAM, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION, TRAVELER'S INSURANCE AND THOMAS MCGEE, L.C. FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE AND RELATED SERVICES FOR FY2019, AND AUTHORIZING THE CITY ATTORNEY TO APPROVE INDIVIDUAL CLAIM EXPENSES AND/OR SETTLEMENTS IN AMOUNTS NOT TO EXCEED \$20,000.00 PER CLAIM.

Issue/Request:

AN ORDINANCE APPROVING THE FY2019 PROPERTY AND LIABILITY INSURANCE PROGRAM, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION, TRAVELER'S INSURANCE AND THOMAS MCGEE, L.C. FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE AND RELATED SERVICES FOR FY2019, AND AUTHORIZING THE CITY ATTORNEY TO APPROVE INDIVIDUAL CLAIM EXPENSES AND/OR SETTLEMENTS IN AMOUNTS NOT TO EXCEED \$20,000.00 PER CLAIM.

Key Issues:

- Each year the City Council considers and approves the City's property and liability insurance program.
- Overseen by the Law Department since 2012, the City has enjoyed reduced premium and claim expenses and has increased autonomy and flexibility in the claims management process.
- City's incumbent carrier since 2011 for liability insurance has been One Beacon Insurance. The City has built and maintained a positive relationship with the carrier, which has contributed to the autonomy and flexibility that it currently enjoys.
- One Beacon Insurance, the City's incumbent carrier for liability insurance, is being recommended for renewal for FY2019 with an overall rate increase of 15%. This coverage still includes the \$500,000.00 stop loss.
- City's incumbent carriers for property insurance provided a flat rate renewal proposal for FY2019.
- Medical director coverage was only quoted by the incumbent provider, Physicians Professional Indemnity, and was quoted as a flat rate renewal.
- The City's crime policy was also only quoted by the incumbent provider, Traveler's Insurance, and was quoted at a \$43.00 savings over FY2019 premium costs.
- Total premium cost of proposed premiums for all lines of the property and liability insurance program for FY2019 is \$575,907.00, an increase of \$64,743.00 over FY2018 premiums.
- Also included in the ordinance is language formally authorizing the City Attorney to approve liability expenditures on a

per claim basis in an amount not to exceed \$20,000.00. Expenditures for claims which exceed this amount would be taken to the City Council for approval.

Proposed City Council Motion:

I MOVE FOR SECOND READING OF AN ORDINANCE APPROVING THE FY2019 PROPERTY AND LIABILITY INSURANCE PROGRAM, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION, TRAVELER'S INSURANCE AND THOMAS MCGEE, L.C. FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE AND RELATED SERVICES FOR FY2019, AND AUTHORIZING THE CITY ATTORNEY TO APPROVE INDIVIDUAL CLAIM EXPENSES AND/OR SETTLEMENTS IN AMOUNTS NOT TO EXCEED \$20,000.00 PER CLAIM.

Background:

In August 2012, the City of Lee's Summit implemented a new risk management program for property and liability matters which is overseen by the Law Department. Several major changes took place during the implementation of the new program including the conversion from an agency relationship to a broker relationship for the procurement of insurance products for the City, a defined methodology for requesting competitive quotes for insurance needs, and the implementation of innovative internal insurance claims management processes and procedures. In addition, the City has transitioned from a traditional deductible insurance program to a self-insured retention program. This change has resulted in both significant cost savings to the City as well as increased internal control of the City's risk and loss program, enabling broad internal handling and management of claims and claims processes, resulting in additional cost savings. Currently, the City is under a \$100,000.00 per occurrence self-insured retention for liability claims, with a stop-loss of \$500,000.00.

The City's incumbent carrier for property insurance, CNA Insurance Companies, Inc., quoted a flat rate renewal for FY2019, with no increase in the premium rate for property insurance coverage. The total premium for FY2019 property insurance will be \$163,070.00, to insure the City owned property with a total reported value of \$180,602,601.00. The property insurance policy carries with it a \$50,000.00 self-insured retention.

Traveler's Insurance provides the City's crime policy, which is quoted for renewal at \$14,207.00. This is a decrease of \$43.00 over the FY2018 premium. The Crime policy provides coverage for theft, dishonest acts, and similar incidents committed by employees and non-employees against the organization.

The carrier for the City's medical director liability policy, Physician's Professional Indemnity Association, which is coverage required in order for the Fire Department to maintain paramedic and EMT's has offered renewal at the current rate of \$5,780.00 for FY2019, this is the same as the previous year.

The City's incumbent carrier for liability insurance, One Beacon Insurance returned with an increase in premiums for FY2019 averaging 15%, with no changes to the current terms and conditions of the insurance program. The package policy also includes a \$500,000.00 stop loss. The total premium cost for the general liability, automobile, umbrella, employment practices liability, public officials errors and omissions, and law enforcement legal coverage in FY2019 is quoted for renewal at \$392,950.00, which represents an increase of \$51,240.00 over last year's liability premiums.

The City also requested a new line of coverage be quoted for this year's insurance renewal, due to the vast increase in cyber crime in recent years, a best practice and at the recommendation of the Chief Technology Officer, a Cyber Crime Policy was quoted. Cyber Crime policies provide coverage to entities in the event of a cyber crime event for matters such as event management and mitigation costs, data recovery costs, cyber extortion costs, and business interruption costs. Lockton is in the process of finalizing the quotes for this line of coverage and will supplement that information to the City as soon as it is made available. This coverage can be placed at any time and does not have to occur at renewal.

Finally, in light of changes coming forth in the Law Department from a personnel standpoint, the City requested a quote for third party administrator services. Third party administrators frequently serve as claims processors and adjusters for organizations who maintain self-insurance programs like the City's program. With the departure of the incumbent staff person responsible for risk management, the City Manager and City Attorney recommend retaining the services of Thomas McGee to act as third party administrator to handle larger claims that cannot be easily administered by Law Department staff. Thomas McGee currently serves as the City's third party administrator for worker's compensation claims and has offered to provide similar services for the property and liability lines of coverage for an administrative fee of \$5,000.00 per year, with individual claim fees for each claim which is forwarded to them for handling.

If the proposed coverage is accepted, the total premium costs for FY2019 for all lines of relevant property and liability insurance will be \$575,907.00, which is a total increase of \$64,743.00 over FY2018 premiums.

As with previous years, it is proposed that any savings realized between the budget and actual cost for premiums be re-allocated to the Claims and Damages Reserve Fund to continue to build the reserves so that the self-insured retention may be increased in the future, resulting in further cost savings and stabilizing the fund in the event of large claims.

Impact/Analysis:

[Enter text here]

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Jackie McCormick Heanue, Interim Director of Human Resources

Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING THE FY2019 PROPERTY AND LIABILITY INSURANCE PROGRAM, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION, TRAVELER'S INSURANCE AND THOMAS MCGEE, L.C. FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE AND RELATED SERVICES FOR FY2019, AND AUTHORIZING THE CITY ATTORNEY TO APPROVE INDIVIDUAL CLAIM EXPENSES AND/OR SETTLEMENTS IN AMOUNTS NOT TO EXCEED \$20,000.00 PER CLAIM.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 18-

AN ORDINANCE APPROVING THE FY2019 PROPERTY AND LIABILITY INSURANCE PROGRAM, AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH CNA INSURANCE, ONE BEACON INSURANCE, PHYSICIANS PROFESSIONAL INDEMNITY ASSOCIATION, TRAVELER'S INSURANCE AND THOMAS MCGEE, L.C. FOR THE PROCUREMENT OF PROPERTY AND LIABILITY INSURANCE COVERAGE AND RELATED SERVICES FOR FY2019, AND AUTHORIZING THE CITY ATTORNEY TO APPROVE INDIVIDUAL CLAIM EXPENSES AND/OR SETTLEMENTS IN AMOUNTS NOT TO EXCEED \$20,000.00 PER CLAIM.

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

WHEREAS, the City currently maintains a robust property and liability insurance program, wherein the City manages a self insured retention for claims, handling the majority of matters in-house and enjoys flexibility and autonomy in the claims management process; and

WHEREAS, the City's current property and liability insurance broker, Lockton Companies, Inc., conducted marketing efforts this spring on behalf of the City for its property and liability insurance; and,

WHEREAS, the City's incumbent insurance carriers for property and liability lines of coverage, CNA Insurance, One Beacon Insurance, Physician's Professional Indemnity Association, and Traveler's Insurance have enjoyed positive working relationships with the City in the past; and

WHEREAS, said incumbent insurance carriers have provided desirable proposals and quotes for renewal of the City's current property and liability insurance programs for FY2019; and

WHEREAS, Lockton Companies, Inc. has reviewed the proposed policies from CNA Insurance, One Beacon, Physicians Professional Indemnity Association, and Travelers Insurance and recommends renewals with those carriers for FY2019; and,

WHEREAS, Thomas McGee, L.C. has provided a desirable proposal which offers as needed third party administrator services for the processing of liability claims; and,

WHEREAS, the City has budgeted funds to account for the premium costs, brokerage fees, and anticipated claims expenses and losses for FY2019, which specifically includes budgeted funds to cover various losses to be determined through the claims process; and,

WHEREAS, the City desires to accept the quotes from CNA Insurance, One Beacon Insurance, Physicians Professional Indemnity Association, Traveler's Insurance and Thomas McGee, L.C. and enter into Agreements to procure insurance coverage and related services consistent with the property and liability insurance program presented by City staff for FY2019; and,

WHEREAS, the City desires to convey authority upon the City Attorney to approve individual settlements or claims expenses in amounts not to exceed \$20,000.00 per claim.

BILL NO. 18-

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

SECTION 1. That the FY2019 property and liability insurance program for the City of Lee's Summit be and hereby is accepted and the City Manager is authorized to execute any agreements and other documents necessary to effectuate the procurement of coverage for property and liability insurance and related services with CNA Insurance, One Beacon Insurance, Physician's Professional Indemnity Association, Traveler's Insurance and Thomas McGee, L.C. on behalf of the City of Lee's Summit.

SECTION 2. That the City Attorney is hereby authorized to approve claims expenses, payments or settlements up to \$20,000.00 per claim, subject to the annually budgeted maximum of \$150,000.00 for all claims and expenses for FY2018.

SECTION 3. That 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. That 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 _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this _____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

City Attorney
Brian W. Head