**SERVICES AGREEMENT**
**BETWEEN**
**THE CITY OF LEE'S SUMMIT**
**AND**
**RAFTELIS FINANCIAL CONSULTANTS, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Raftelis Financial Consultants, Inc., an incorporated business (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. The City issued a Request for Proposals, RFP #2025-076 Municipal Court Operational Review (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide the Municipal Court Operational Review (the "Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.

2. Term of Agreement.

a. Initial Term. This Agreement shall be effective from the Effective Date and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

3. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.

4. Compensation. The City shall pay Contractor an amount not to exceed sixty nine thousand and seventy five dollars ($69,075.00) for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. The Contractor shall not commence any billable work or provide any Materials or Services under this Agreement until the Contractor receives an executed purchase order from the City.

5. Payments. The City shall pay the Contractor, upon completion and acceptance of work performed and completed, and upon submission and approval of invoices. All invoices shall document and itemize all work and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later. Invoice(s) must be submitted by July 31 for all work completed prior to June 30.

6. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination,

the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

7. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. All work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, director, employee and agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

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

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

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

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

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

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

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

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

I. Automatic Escalator. The limits of liability for each policy coverage amount stated below shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2024 is $3,370,137 for all claims arising out of a single accident or occurrence

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

K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
   (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
   (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
   (c) Excess Liability – Follow Form to underlying insurance.
(2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

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

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

M. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

13.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $1,000,000 Products and Completed Operations Annual Aggregate and a $1,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent

thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.

D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of $1,000,000 each claim and $1,000,000 annual aggregate.

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

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

14. Termination; Cancellation.

14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than five (5) calendar days from the date the notice is personally delivered or ten (10) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date.

14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement when and as directed by the City;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
   a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
   b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
   c. a criminal violation of any state or federal antitrust law;
   d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
   e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
   f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders,

principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor 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. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

15. Miscellaneous.

15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and

ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.

15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.

15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.

15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.

15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: Raftelis Financial Consultants, Inc.
19 Garfield Place, Suite 500
Cincinnati, OH 45202
Attn: Jonathon Ingram

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data and information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor Agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

f. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

g. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

h. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

15.16 **Work Authorization Affidavit and E-Verify**. Any contract for services in excess of five thousand dollars ($5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall: 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding). Letter from Consultants reciting compliance is not sufficient. The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, http://www.dhs.gov/everify that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant. All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

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

County of Mecklenburg )
) ss.
State of North Carolina )

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

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

Affiant

Peiffer Brandt
Printed Name

Subscribed and sworn to before me this 28 day of August, 2025.

Notary Public

SEAL

ANNE G BRYANT NOTARY PUBLIC MECKLENBURG COUNTY, NC

15.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the

performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

15.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

15.19 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars ($75,000.00) and involves construction of public works, Contractor shall all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.

15.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

15.21 Time of the Essence. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay in Contractor's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of $100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

15.25 Debarment. By submission of its response, the Service Provider certifies that neither it nor its principals are presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of $100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any

Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

15.26 Special Provisions. [Add here – if any].

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

**CITY OF LEE'S SUMMIT**

Mark Dunning 9/9/25

Mark Dunning, City Manager Date

**ATTEST:**

Trisha Fowler Arcuri

Trisha Fowler Arcuri, City Clerk

**APPROVED AS TO FORM:**

G Gustkelly on behalf of

Edward Rucker, Chief Counsel of Management and Operations

RAFTELIS FINANCIAL CONSULTANTS, INC.

By P/ O. B.N

Print Name Peiffer Brandt

Title President & CEO

EXHIBIT A
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
RAFTELIS FINANCIAL CONSULTANTS, INC.

CONTRACTOR'S PROPOSAL

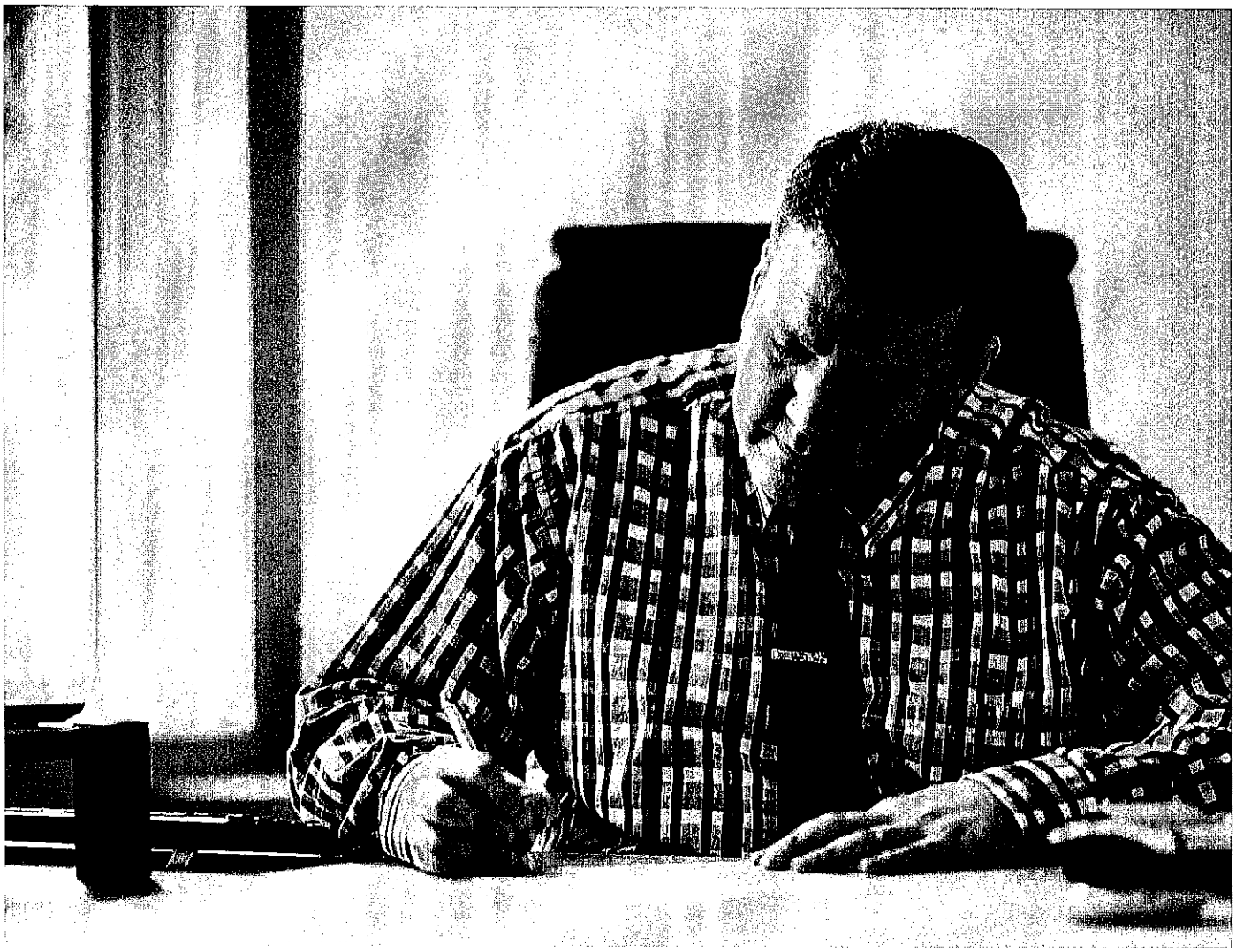
See following pages.

RAFTELIS

# City of Lee's Summit

## Municipal Court Operational Review

RFP NO. 2025-076 / AUGUST 6, 2025



RAFTELIS
CHARITABLE
GIFT FUND

**Making our world better**

The Raftelis Charitable Gift Fund allocates profits, encourages employee contributions, and recognizes time to charitable organizations that support:

- Access to clean water and conservation
- Affordability
- Science, technology, and leadership

Raftelis is investing in improved telecommunication technologies to reduce the firm's number one source of carbon emissions—travel.

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DEI@
RAFTELIS

**Diversity and inclusion are an integral part of Raftelis' core values.**

We are committed to doing our part to fight prejudice, racism, and discrimination by becoming more informed, disengaging with business partners that do not share this commitment, and encouraging our employees to use their skills to work toward a more just society that has no barriers to opportunity.

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## COVER LETTER

August 6, 2025

Dee Dee Tschirhart, Procurement Officer
City of Lee's Summit
220 Southeast Green Street
Lee's Summit, MO 64063

**Subject: Proposal for Municipal Court Operational Review (RFP No. 2025-076)**

Dear Ms. Tschirhart:

We are pleased to submit this proposal to provide an operational review of the Municipal Court (Court) for the City of Lee's Summit (City). Our focus has always been to help local government and utility clients solve their financial, organizational, and technology challenges.

We understand that the City seeks a holistic review of Court operations, processes, structure, staffing, procedures, stakeholder relationships and processes, facilities and technology. The goal of this effort is to provide an independent and objective review to provide forward-looking guidance on operations. We believe Raftelis offers you several distinct advantages for this work:

- **A workable and insightful approach:** Our team's approach specifically addresses the City's needs and will help develop a best practice-level plan to ensure that Court operations, structure, staffing, and service delivery, are optimized within your local financial and operating context and in alignment with industry best practices. The City's desire for gained organizational/operational efficiencies and effectiveness is the exact type of consulting work our firm performs.

- **An experienced team that knows the challenges and opportunities faced by local governments and courts:** We work solely for local governments and utilities and understand the constraints and context of public sector work. Our team includes members with direct court operational experiences to ensure recommendations are on point and reflective of the Court's specific needs.

We are proud of the resources that we can offer and welcome the opportunity to assist the City of Lee's Summit with this important engagement. I am authorized to represent the firm. If you have any questions, please do not hesitate to contact me.

Sincerely,

**Jonathan Ingram**
*Vice President*
P: 513.221.0500 / E: jingram@raftelis.com

**VENDOR INFORMATION FORM**

**LEE'S SUMMIT**
MISSOURI

City of Lee's Summit
Procurement and Contract Services
RFP No. 2025-076

**VENDOR INFORMATION FORM**

**By submitting a Proposal, the submitting Firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.**

| | |
|---|---|
| Raftelis Financial Consultants, Inc. | 20-1054069 |
| **FIRM SUBMITTING PROPOSAL** | **FEDERAL TAX ID NUMBER** |
| Jonathan Ingram, Vice President | |
| **PRINTED NAME AND TITLE** | **AUTHORIZED SIGNATURE** |
| 19 Garfield Place, Suite 500 | 513-221-0500 828-484-2442 |
| **ADDRESS** | **TELEPHONE FAX#** |
| Cincinnati OH 45202 | August 6, 2025 |
| **CITY STATE ZIP** | **DATE** |
| www.raftelis.com | jingram@raftelis.com |
| **WEB SITE** | **E-MAIL ADDRESS** |

**SMALL, MINORITY, DISADVANTAGED AND WOMEN-OWNED BUSINESS ENTERPRISES (check appropriate item(s)):**

_____ **Small Business Enterprise (SBE)**
_____ **Minority Business Enterprise (MBE)**
_____ **Disadvantaged Business Enterprise (DBE)**
_____ **Women-Owned Business Enterprise (WBE)**
_____ **Missouri Service Disabled Veteran Business Enterprise pursuant to Section 34.074, RSMo**

**Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise? If yes, please provide details and documentation of the certification.**

N/A

# FORM 1: PROPOSER PROFILE

LEE'S SUMMIT
MISSOURI

City of Lee's Summit
Procurement and Contract Services
RFP No. 2025-076

**FORM NO. 1: PROPOSER PROFILE**

1. **Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:** Raftelis Financial Consultants, Inc. (DBA Raftelis) 19 Garfield Place, Suite 500, Cincinnati, OH 45202

1a. **Provider /Firm is:** ✓ **National** ___ **Regional** ___ **Local**

1b. **Year Provider/Firm Established:** 1993

**Years of Experience providing RFP identified services/project for municipalities:** 32 years
**Year of Experience conducting requested services** 32 years

1c. **Licensed to do business in the State of Missouri:** ✓ **Yes** ___ **No**

1d. **Principal contact information: Name, title, telephone number and email address:**
Jonathan Ingram, Vice President / P: 513.221.0500 / E: jingram@raftelis.com

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

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

3. **If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:**
Raftelis will not be using a subcontractor for this engagement.

3a. **Has this Joint Venture previously worked together?** ___ **Yes** ✓ **No**

## FORM 2: KEY OUTSIDE CONSULTANTS/SUBCONTRACTORS

**NOT APPLICABLE**

LEE'S SUMMIT
MISSOURI

City of Lee's Summit
Procurement and Contract Services
RFP No. 2025-076

**FORM NO. 2: KEY OUTSIDE CONSULANTS/SUBCONTRACTORS**
**Each respondent must complete this form for all proposed sub-consultants.**

**SUB-CONSULTANT #1**
**Name & Address**

**Specialty/Role with this Project:**

**Worked with Lead Firm Before: ___Yes ___No**
**Year Firm Established:**
**Years of Experience providing requested services**
**Complete Form 4 for all key personnel assigned to this project for this sub-consultant.**

---

**SUB-CONSULTANT #2**
**Name & Address**

**Specialty / Role with this Project:**

**Worked with Lead Firm Before: ___Yes ___No**
**Year Firm Established:**
**Years of Experience providing requested services**
**Complete Form 4 for all key personnel assigned to this project for this sub-consultant.**

---

**SUB-CONSULTANT #3**
**Name & Address**

**Specialty / Role with this Project:**

**Worked with Lead Firm Before: ___Yes ___No**
**Year Firm Established:**
**Years of Experience providing requested services**
**Complete Form 4 for all key personnel assigned to this project for this sub-consultant.**

Raftelis will not be including outside consultants/subcontractors.

## FORM 3: EXPERIENCE/REFERENCES

LEE'S SUMMIT
MISSOURI

City of Lee's Summit
Procurement and Contract Services
RFP No. 2025-076

**FORM NO. 3: EXPERIENCE/REFERENCES**
**Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:**

**Project Name & Location:** City of Richmond, CA - Citywide staffing analysis

**Completion Date (Actual or Estimated):** June 2024

**Project Owners Name & Address:** Nickie Mastay / 450 Civic Center Plaza, Richmond, CA 94804

**Project Owner's Contact Person, Title & Telephone Number:** Nickie Mastay, Deputy City Manager, P: 510.620.6609

**Estimated Cost (in Thousands) for Entire Project:** $ 209,500

**Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:** $ 209,500

**Scope of Entire Project: (Please give quantitative indications wherever possible).**
We have included the scope below.

**Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).**
Raftelis was the prime consultant.

**Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:** Jonathan Ingram (Project Director), Rebekka Hosken (Project Manager), Polly Englot (Staff Consultant)

In 2023, the City of Richmond (City) engaged the firm to perform a Citywide staffing analysis. Richmond, located in the Bay Area northeast of San Francisco, is a City of 120,000 with over 700 authorized staff positions. Our team conducted interviews across all departments, including Executive and Internal Services (including City Attorney's Office), including Finance, Public Works, Community Development, Community Services, Economic Development, Police, and Fire. We presented our observations and recommendations to the City Council, which included specific staffing and operating efficiency recommendations across all operating departments, including a review of the cost of contracting out the City Attorney position.

LEE'S SUMMIT
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City of Lee's Summit
Procurement and Contract Services
RFP No. 2025-076

**FORM NO. 3: EXPERIENCE/REFERENCES**
**Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:**

**Project Name & Location:** Lower Paxton Township, PA - Management and Financial Assessment

**Completion Date (Actual or Estimated):** March 2023

**Project Owners Name & Address:** Bradley Gotshall / 425 Prince Street, Harrisburg, PA 17109

**Project Owner's Contact Person, Title & Telephone Number:** Bradley Gotshall, Township Manager / P: 717.657.5600

**Estimated Cost (in Thousands) for Entire Project:** $116,500

**Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:** $116,500

**Scope of Entire Project: (Please give quantitative indications wherever possible).**
We have included the scope below.

**Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).**
Raftelis was the prime consultant.

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

In 2022, Raftelis was hired to conduct a comprehensive management and financial assessment of the Lower Paxton Township (Township), including detailed review of the Township's current finances and financial practices, as well as review of the Township's departments and their operations. The recommendations developed in this project were designed to help the Township stabilize its finances and streamline service delivery as part of the Township's involvement in the Pennsylvania Department of Community and Economic Development's (DCED) Strategic Management Planning Program (STMP) to assist in the development of a short- and long-term fiscal and operational plan. These recommendations also identified opportunities to define the organization's strategic goals more clearly and to restructure some Township services to better achieve those goals and enhance efficiency. Applicable industry standards and best practices were utilized in conjunction with input and information provided by Township staff to formulate these recommendations.

LEE'S SUMMIT
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City of Lee's Summit
Procurement and Contract Services
RFP No. 2025-076

**FORM NO. 3: EXPERIENCE/REFERENCES**
**Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:**

**Project Name & Location:** City of Bloomington, IN

**Completion Date (Actual or Estimated):** February 2020

**Project Owners Name & Address:** Adam Wason / 401 North Morton Street, Bloomington, Indiana 47404

**Project Owner's Contact Person, Title & Telephone Number:** Adam Wason, Director of Public Works / P: 812.349.3410

**Estimated Cost (in Thousands) for Entire Project:** $ 410,100

**Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:** $ 410,100

**Scope of Entire Project: (Please give quantitative indications wherever possible).**
We have included the scope below.

**Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).**
Raftelis was the prime consultant.

**Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:** Jonathan Ingram (Project Director), Rebekka Hosken (Project Manager)

The City of Bloomington (City) began a systematic process of assessing each City department under the leadership of Mayor John Hamilton. The City engaged our project team to lead these efforts. To date, detailed assessments have been completed for the following departments: Finance/Controller; Public Works; Utilities; Transportation and Planning; Legal; Human Resources; Information Technology; and the Police and Fire Departments. Assessments were also completed for the Housing and Neighborhood Development Department; Economic and Sustainable Development Department; and the Office of the Mayor. In addition, a review of the City's various Boards and Commissions was conducted.

LEE'S SUMMIT
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RFP No. 2025-076

**FORM NO. 3: EXPERIENCE/REFERENCES**
**Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:**

**Project Name & Location:** City of Charlottesville, VA - Citywide Efficiency Study

**Completion Date (Actual or Estimated):** January 2017

**Project Owners Name & Address:** Eden R. Ratliff / 120 7th Street N.E., Charlottesville, VA 22902

**Project Owner's Contact Person, Title & Telephone Number:** Eden R. Ratliff, Deputy City Manager for Administration
P: 434.422.1541

**Estimated Cost (in Thousands) for Entire Project:** $101,250

**Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:** $ 101,250

**Scope of Entire Project: (Please give quantitative indications wherever possible).**
We have included the scope below.

**Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).**
Raftelis was the prime consultant.

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

The City of Charlottesville (City) engaged the firm to conduct a citywide efficiency study. The study included a detailed review of departments under the responsibility of the City Manager to identify best practices, as well as opportunities for improved efficiency in the organization. In addition to a wide range of employee interviews and focus groups, community forums were held to solicit input from residents. The City subsequently engaged the firm to complete additional reviews of several key City functions, including Human Resources, Neighborhood and Development Services, a nd Fleet and Facilities. As part of this effort, the firm reviewed the utilization data on all the City's fleet, made recommendations for rightsizing the fleet based on established protocols, and identified staffing and organizational improvements needed to enhance the level of fleet services.

LEE'S SUMMIT
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City of Lee's Summit
Procurement and Contract Services
RFP No. 2025-076

**FORM NO. 3: EXPERIENCE/REFERENCES**
**Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:**

**Project Name & Location:** Town of Nantucket, Massachusetts - Town-Wide Staffing Study

**Completion Date (Actual or Estimated):** December 2018

**Project Owners Name & Address:** Libby Gibson / 16 Broad Street, Nantucket, MA 02554

**Project Owner's Contact Person, Title & Telephone Number:** Libby Gibson, Town Manager / P: 508.228.7200 ext. 7305

**Estimated Cost (in Thousands) for Entire Project:** $ 114,400

**Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:** $ 114,400

**Scope of Entire Project: (Please give quantitative indications wherever possible).**
We have included the scope below.

**Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).**
Raftelis was the prime consultant.

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

The Town of Nantucket (Town) contracted with the firm to conduct a Town-wide Staffing Study. The engagement included a detailed review of staffing challenges throughout the organization. Our team then worked with the Town Manager and Select Board to implement recommendations from the Staffing Study.

LEE'S SUMMIT
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City of Lee's Summit
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RFP No. 2025-076

**FORM NO. 3: EXPERIENCE/REFERENCES**
**Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:**

**Project Name & Location:** City of Allentown, PA - Early Intervention Program

**Completion Date (Actual or Estimated):** December 2019

**Project Owners Name & Address:** Michael Hanlon / 435 Hamilton Street, Allentown, PA 18101

**Project Owner's Contact Person, Title & Telephone Number:** Michael Hanlon, City Clerk / P: 610.437.7556

**Estimated Cost (in Thousands) for Entire Project:** $124,800

**Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm:** $124,800

**Scope of Entire Project: (Please give quantitative indications wherever possible).**
We have included the scope below.

**Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).**
Raftelis was the prime consultant.

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

In 2019, the firm was hired to conduct an Early Intervention Program (EIP) review of the City of Allentown's (City) Citywide operations, including Fire and EMS services. This program provides eligible communities with a unique opportunity to assess the fundamentals of good governance, including sound financial management practices, effective budgeting and forecasting, the efficiency of service delivery, appropriate organization structure, and process and procedural constraints.

Our review of Fire and EMS operations resulted in specific recommendations to better integrate Fire and EMS operations and management, add firefighter positions to the suppression function, hire a paramedic, develop a schedule for multi-company fire training drills, develop electronic pre-plans of all high-risk facilities, and more.

# FORM 4: RESUMES OF KEY PERSONNEL AND CERTIFICATIONS

LEE'S SUMMIT
MISSOURI

City of Lee's Summit
Procurement and Contract Services
RFP No. 2025-076

**FORM NO. 4: RESUMES OF KEY PERSONNEL**
**Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:**

a. **Name and Title:** Jonathan Ingram, Vice President

b. **Project Assignment:** Project Director

c. **Name of Service Provider/Firm with which associated:** Raftelis Financial Consultants, Inc.

d. **Years' Experience:** 20 years
**With this service provider/firm** 5 years **other service providers/firms** 15 years

e. **Education: Degree(s)/Year/Specialization:** Master of Public Administration - Northern Illinois University (2005); Bachelor of Arts in Political Science - Aurora University (2003)

f. **Current Registration(s):** International City/County Management Association (ICMA); Ohio City/County Management Association (OCMA)

g. **Other Experience & Qualifications relevant to the proposed project:**

Jonathan is a nationally recognized executive consultant with over 20 years of leadership experience advancing performance, efficiency, and resilience in local government and utility service delivery. As the leader of Raftelis' Local Government Organizational Assessment Practice, he directs enterprise-level consulting engagements that help cities, counties, and public utilities across the country navigate complex operational and financial challenges to achieve long-term success.

With a unique blend of direct public sector experience and high-impact management consulting experience, Jonathan brings deep expertise across the full spectrum of municipal and utility functions—including public safety, public works, asset management, parks and recreation, finance, community development, internal services, and utility service delivery. He has successfully led transformative initiatives for over 1,000 local governments and utilities, delivering measurable results through operational reviews, staffing and deployment planning, departmental restructuring, performance management, intergovernmental collaboration, and strategic planning.

A cornerstone of Jonathan's approach is his ability to align operations and service delivery outcomes with organizational strategy and fiscal realities. He has extensive experience supporting fiscally distressed communities, developing long-term financial plans that connect operational needs—such as staffing, capital investment, and technology—with financial constraints and service level expectations. His strategies are tailored to maximize impact, attain organizational health, and ensure reliable service delivery to the public.

Jonathan has also developed and refined Raftelis' proprietary methodologies for workforce and resource planning, emphasizing employee engagement, data-driven workload analysis, and best practice alignment. These approaches yield realistic, aspirational, and implementable plans for departments seeking to modernize service delivery and improve internal performance.

His core areas of expertise include:
- Comprehensive Operations Reviews across police, fire, EMS, development services, public works, and administrative departments
- Public Safety Staffing and Deployment strategies informed by workload analysis and service demand
- Custom Performance Management Systems designed to build accountability and support continuous improvement
- Process Optimization and Service Delivery Innovation, with emphasis on regulatory compliance, customer service, and interdepartmental collaboration
- Strategic Financial Planning that translates operational needs into fiscally sound, multi-year implementation strategies
- Employee and Community Engagement, including facilitation of workshops and stakeholder engagement initiatives
- Intergovernmental Collaboration and Consolidation, enabling shared services and cross-jurisdictional coordination

Jonathan is also a recognized thought leader in public safety operations and analytics. He co-authored the ICMA-published article "Policing Parameters: How Gilroy, California Met New Workload Demands," showcasing his ability to apply data-driven methods to real-world operational challenges. He collaborates with subject matter experts to deliver integrated recommendations that balance technical rigor with organizational and political realities.

LEE'S SUMMIT
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City of Lee's Summit
Procurement and Contract Services
RFP No. 2025-076

**FORM NO. 4: RESUMES OF KEY PERSONNEL**
**Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:**

a. **Name and Title:** Rebekka G. Hosken, Senior Manager

b. **Project Assignment:** Project Manager

c. **Name of Service Provider/Firm with which associated:** Raftelis Financial Consultants, Inc.

d. **Years' Experience:**
**With this service provider/firm** 5 years **other service providers/firms** 28 years

e. **Education: Degree(s)/Year/Specialization:** Master of Business Administration – Boston University (1993); Certificate in Local Government and Non-Profit Management – Boston University (1993);Bachelor of Arts in Russian Studies – University of Michigan (1989)

f. **Current Registration(s):** Government Finance Officers Association; California Society of Municipal Finance Officers

g. **Other Experience & Qualifications relevant to the proposed project:**

Rebekka joined Raftelis in 2020 with 16 years of direct service to local governments and 10 years of management consulting experience. As an experienced consultant, Rebekka has led organizational assessments for a broad range of operating departments and offices in cities, counties, universities, and special districts, including community development, public works, police, finance, administration, and city attorney departments. With direct operational experience in municipal administration, public works, and finance departments, Rebekka's breadth of knowledge makes her skillful in quickly identifying organizational strengths and opportunities, analyzing operations through creation of process maps and workflows, preparing actionable recommendations for improvement, and communicating findings to a wide variety of audiences. She has consulted for over 125 clients throughout the United States and Canada

Rebekka served as finance director for the City of La Cañada Flintridge, California, a contract city north of Los Angeles, responsible for accounts payable, receivable, budget, audit, and payroll. During her tenure, she identified and successfully obtained a State loan for the financing of the City's new city hall and played a key leadership role in successfully moving all operations and staff, as well as communicating all financial impacts of the project to management and City Council.

Previously, Rebekka was the budget officer for the City of Simi Valley, California, a full-service community in the Los Angeles region. She prepared the City's $196 million annual budget and $160 million capital improvement program, as well as the City's cost allocation plan. She managed the budget and capital projects module training and setup for a comprehensive citywide enterprise resource planning (ERP) system implementation across nine operating departments.

Rebekka earned a master's degree in business administration with a Certificate in Local Government and Non-Profit Management from Boston University and a Bachelor of Arts from the University of Michigan – Ann Arbor. She has published articles in Public Management magazine and served as a trainer in sessions at International City/County Management Association (ICMA) conferences.

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City of Lee's Summit
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RFP No. 2025-076

**FORM NO. 4: RESUMES OF KEY PERSONNEL**
**Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:**

a. **Name and Title:** Andrea M. Miller, Senior Advisor

b. **Project Assignment:** Legal Subject Matter Expert

c. **Name of Service Provider/Firm with which associated:** Raftelis Financial Consultants, Inc.

d. **Years' Experience:**
**With this service provider/firm** 1 year **other service providers/firms** 35 years

e. **Education: Degree(s)/Year/Specialization:** Juris Doctorate - Western State University College of Law (1999);Master's degree in public administration - California State University at Long Beach (1994); Bachelor of Art's degree in business administration - California State University at Fullerton (1989)

f. **Current Registration(s):** The State Bar of California

g. **Other Experience & Qualifications relevant to the proposed project:**

Andrea has over 25 years of management experience in local government. She served in several California jurisdictions, including as City Manager in La Mirada, Covina, and San Bernardino. She also served the City of La Mirada as Assistant to the City Manager, City Manager Designate, and various analyst roles.

Some of Andrea's greatest accomplishments have come from the most challenging environments faced by cities. Andrea oversaw implementation of the court-ordered Chapter 9 Plan of Adjustment for the third-largest municipal bankruptcy in California history, facilitated organizational change including the transition to a council-manager form of government from a strong mayor hybrid following voter approval of a revised charter, and transitioned the city from active bankruptcy proceedings and austerity spending to "normalized" practices. Her non-traditional approach to the provision of public services and ability to establish and lead high-performing teams resulted in more effective outcomes, reduced costs, and improved service.

Andrea is an engaging facilitator and organization development consultant. She provides consulting assistance to government leaders in organizational analysis, leadership development, facilitation, strategic planning, teambuilding, executive performance evaluation, and policy board/staff effectiveness.

Andrea's professional experience is built on a foundation that includes a master's degree in public administration and a Bachelor of Arts degree in Business Administration, complemented by a Juris Doctorate and experience as a licensed attorney representing public agency clients. Her personal objective is to help local government leaders serve their communities well by fostering good governance, upholding the public's trust, and putting the collective good above individual needs.

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**FORM NO. 4: RESUMES OF KEY PERSONNEL**
**Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:**

a. **Name and Title:** Janae Janik, Consultant

b. **Project Assignment:** Staff Consultant

c. **Name of Service Provider/Firm with which associated:** Raftelis Financial Consultants, Inc.

d. **Years' Experience:**
**With this service provider/firm** 3 years **other service providers/firms** 12 years

e. **Education: Degree(s)/Year/Specialization:** Master of Business Administration – Western Governors University (2015) ;Bachelor of Science in Television, Film & New Media – San Diego State University (2010)

f. **Current Registration(s):** Engaging Local Government Leaders (ELGL); International City/County Management Association (ICMA)

g. **Other Experience & Qualifications relevant to the proposed project:**

Janae began her consulting career following 12 years of service with the San Diego County Superior Court. Her expertise lies in the areas of process improvement, strategic planning, program implementation, legislation review, and workforce planning and support. She is an innovative problem solver who identifies continuous process improvement opportunities that drive operational efficiencies and reduce costs.

As a Budget and Finance Analyst with the Superior Court, Janae assisted in the development of a $200-million-dollar annual budget, developed forecasting models for future revenue and expenditures, and conducted financial trend analysis of payroll and benefit costs for over 1,200 employees.

Janae played a pivotal role in operationalizing new legislation, ensuring its smooth implementation within the court system. As an active member of the Bail Schedule Subcommittee, Legal Forms Committee, and Minor Offense Committee, she provided valuable insights and expertise in reviewing all state and local legislative changes to determine court-wide impact and managed the development of policies and procedures to ensure alignment.

Janae is well-versed in the creation of strategic plans and managing high visibility projects with cross-functional impacts. During her tenure as a Court Operations Supervisor, she managed the transition to virtual court proceedings during the COVID-19 pandemic to allow remote access to justice for community members. She also guided the implementation of a new case management system, overseeing the transition from traditional paper-based case files to streamlined electronic documentation. Other notable projects included re-allocating resources to maintain services following staffing reductions, authoring standard operating procedures to share best practices throughout the organization, and developing a new electronic system for filing documents to reduce case processing times and improve customer experience.

Janae has experience in various facets of court operations, having began her career at the Superior Court working in various customer service and administrative roles aimed at improving case processing times and providing quality service to members of the San Diego community.

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**FORM NO. 4: RESUMES OF KEY PERSONNEL**
**Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:**

a. **Name and Title:** Polly Englot, Associate Consultant

b. **Project Assignment:** Staff Consultant

c. **Name of Service Provider/Firm with which associated:** Raftelis Financial Consultants, Inc.

d. **Years' Experience:**
**With this service provider/firm** 1 year **other service providers/firms** 8 years

e. **Education: Degree(s)/Year/Specialization:** Master of Public Policy - Duke University, Sanford School of Public Policy (2022); Bachelor of Arts in Geography, minors in Arabic and French - Bucknell University (2016)

f. **Current Registration(s):** N/A

g. **Other Experience & Qualifications relevant to the proposed project:**

Polly has robust analytical experience throughout the public sector, having worked in local government, nonprofit, and international development settings. She is proficient in the areas of budget planning and analysis, process improvement, and project management. Polly is a detail-oriented problem solver who leverages data and organizational analysis to identify trends and actionable solutions.

Prior to joining Raftelis, Polly worked in Broward County's Office of Management and Budget in southern Florida. She supported the monitoring and development of over $100 million annual operating budgets for judicial offices and the county's extensive environmental agency. This work included forecasting for a dozen special revenue funds, monitoring state and federal grants, assessing payroll and benefit costs for over 500 employees, and evaluating new staffing and capital project requests.

Throughout her academic studies, Polly developed highly functional skills in GIS analysis, data visualization and communication, evaluation design, and public budgeting. She strengthened these skills in the classroom by learning from her prior tenure at Food Bank for New York City, where she supported planning and content development for over 90 marketing campaigns and events annually. In addition, she collaborated with stakeholders and donors at all levels to raise awareness, fundraise, and support the Food Bank's clients.

Polly began her career in program operations supporting international public health programs based in West Africa, funded by major public and private grantors. Programs ranged from women's health information campaigns to sanitation service delivery research, and she completed technical assistance trips to Ghana and Liberia.

Polly earned a master's degree in public policy from Duke University's Sanford School of Public Policy and a bachelor's degree in geography, with minors in Arabic and French, from Bucknell University in Pennsylvania.

# Key Personnel

## WE HAVE DEVELOPED A TEAM OF CONSULTANTS WHO SPECIALIZE IN THE SPECIFIC ELEMENTS THAT WILL BE CRITICAL TO THE SUCCESS OF THE CITY OF RIVERSIDE'S PROJECT.

Our project team is made up of senior-level consultants with direct local government experience. What sets our project team apart is our ability to explore and relate to local community values while at the same time investigating realistic approaches for cost-effective solutions.

Because we possess the in-house knowledge and experience necessary for this work, no subconsultants will be used. All team members are Raftelis employees.

An organizational chart of our project team is as follows, including contact numbers. Resumes for each team member are provided in the Appendix.

**City of Lee's Summit**

**PROJECT DIRECTOR**
Jonathan Ingram

**PROJECT MANAGER**
Rebekka G. Hosken

**LEGAL SUBJECT MATTER EXPERT**
Andrea Miller

**STAFF CONSULTANTS**
Janae Janik
Polly Englot

## FORM 5: PROJECT APPROACH NARRATIVE

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City of Lee's Summit
Procurement and Contract Services
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**FORM NO. 5: PROJECT APPROACH NARRATIVE**

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

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

### Roles of All Parties

| Team Member | Role | Description |
|---|---|---|
| Jonathan Ingram | Project Director | Quality control and project oversight |
| Rebekka Hosken | Project Manager | Primary City contact;<br>Supervises work of the team;<br>Ensures project is on time, on budget, and meets client goals<br>Conducts interviews, performs data analysis and benchmarking, and prepares deliverables |
| Andrea Miller | Subject Matter Expert | Provides technical insight into court and legal operations<br>Conducts interviews, performs data analysis and benchmarking, and prepares deliverables |
| Janae Janik | Staff Consultant | Provides insight into court operations<br>Conducts interviews, performs data analysis and benchmarking, and prepares deliverables |
| Polly Englot | Staff Consultant | Conducts interviews, performs data analysis and benchmarking, and prepares deliverables |

### Familiarity with Project Location

Raftelis attended the pre-proposal meeting in order to learn more about the City's needs. Our firm is familiar with Lee's Summit, having previously provided strategic planning services and a similar operational and staffing assessment of the Police Department. We can hit the ground running.

### Proposed Communication Process

Raftelis' methodology is highly successful, primarily because we utilize an iterative process to ensure ongoing client check-ins along the way, ensuring there are no surprises with final recommendations or reports. Our process is data-driven, structured, and customized to your unique operating context to ensure that recommendations are useful and can be implemented. We are specific in our messaging to staff throughout the project, respectful of their roles and work so they understand our work is being done *with* them and not *to* them.

**Critical or Unique Issues Specific to the Project**
We are unaware of any specific critical or unique issues that would adjust how we perform this assessment. Scheduling and timing delays are a common issue, and we find that this is often due to other City/Court staff priorities which impact responsiveness to our requests. Raftelis understands that your staff has a full plate and we work efficiently to minimize our impact on their work time.

**Proposed Approach Narrative**
Raftelis' methodology is highly successful, primarily because we utilize an iterative process to ensure ongoing client check-ins along the way, ensuring there are no surprises with final recommendations or reports. Our process is data-driven, structured, and customized to your unique operating context to ensure that recommendations are useful and can be implemented. We are specific in our messaging to staff throughout the project, respectful of their roles and work so they understand our work is being done *with* them and not *to* them.

## Activity 1 - Begin Engagement

We will begin this engagement by conducting a remote project kick-off meeting with the City's designated project team, including Court Administrator, to review the details and expectations of this effort and to finalize the project schedule. We will also discuss the City's interest in this study, the perceived strengths and challenges of Municipal Court operations and other issues that may be relevant to our work. We will discuss potential peer agencies to be used in benchmarking and identify internal stakeholders that should be included in subsequent interviews. We will review and finalize the project schedule.

To begin to engage them in the process, Raftelis will also meet remotely with the Court Administrator and Judges as a group to review the project schedule, work plan, and process steps and to answer any questions about our work plan.

Our team will provide the Court with a request for data and documents such as those listed in the RFP Section 3.0 City Provided Services, and other similar data to inform our work. Our team will provide an online drive for easy upload of documents by Court staff.

Throughout the project, our team will provide regular project status reports designed to maintain planned project progress and budget, identify and resolve project issues, and review project work products. In addition to formal status reporting, we anticipate numerous informal opportunities for the City's project team to discuss various project and operating issues with our project manager and team. We welcome the opportunity to have this informal dialogue since we believe it will contribute to a more successful project.

**Meetings:**
- Remote project kick-off meeting with City's project team
- Remote group meeting with the Court Administrator and Judges

**Deliverables:**
- Project kick-off meeting agenda
- Draft and final project schedule
- Data/document request

## Activity 2 - Staff and Stakeholder Engagement

To fully understand the Court's operations, current staffing, and service provision, our project team will visit the City and be onsite for three work days. Our team will individually and confidentially interview Court leadership,

including the Court Administrator, Judges, and Court Clerk Supervisor. During these interviews, we will discuss their responsibilities, staffing, resources, inter-actions with other City departments and agencies, the use of technology, business processes, and perceptions of strengths and challenges in the Court. Additionally, we will discuss management systems, constraints—including policies, labor agreements, or external factors—and service level expectations. We will also discuss service provision models, including when contractors are used to perform work.

During this visit, we will schedule and conduct up to three small group interviews with remaining Court staff to learn more about their perspectives on opportunities for improvement, gain more detail on themes that arose from prior interviews, and validate what we've learned to date.

Raftelis will also conduct up to four hours of in-person or remote interviews with internal stakeholders who interact with the Court, including department directors, key City staff members and outside stakeholders as appropriate. These interviews will provide insight into relationships and interactions, with a particular emphasis on work processes that flow across departmental boundaries.

While onsite, our team will observe Court proceedings while in session. We will also observe the Court physical environment and layout and review renovations that are already planned for any possible improvements. We will summarize issues and challenges for each program area within the Court for internal analysis.

We will hold a remote project check-in meeting with the City's project team to summarize themes from our work to date.

**Meetings:**

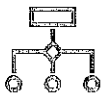
- Interviews with Court leadership
- Small group interviews with Court staff
- Interviews with stakeholders
- Remote project check-in meeting

**Deliverables:**

- PowerPoint slide deck with summary of themes to date

## Activity 3 - Operational Assessment

In this activity, our team will assess Court operations and functions across a variety of categories, including:



**Organizational Design and Service Alignment**

We will assess whether the current organizational structure supports the Court's mission, internal coordination, and service delivery goals. This includes an evaluation of:

- The clarity of roles, authority, and accountability across divisions
- The number of organizational layers and their impact on decision-making
- Supervisory ratios and span of control
- Alignment between division responsibilities and the City's strategic objectives
- The distribution of mandated vs. discretionary ("value-added") services
- Succession planning

We will identify any overlapping or redundant functions and assess whether structural realignments could improve efficiency or reduce communication silos. Where service demands have evolved—due to development pressures, aging infrastructure, or changing community expectations—we will

assess whether the organization has kept pace and make recommendations to adjust or reallocate resources accordingly.

**Staffing and Workload**

We will conduct a deep analysis of the staffing levels and workload distribution in the Court and, in particular, across the Court Clerks. Using a combination of workload data, staff interviews, performance metrics, and benchmarking insights, we will assess whether the Court's existing staffing is sufficient to meet current and future service demands. Where applicable, we will apply recognized staffing ratios and workload benchmarks, adjusting for the local context.

Where bottlenecks were identified in interviews, we will conduct targeted process reviews to identify operational inefficiencies and assess whether changes to workflow, technology use, or interdepartmental coordination can improve performance. Our team is trained in LEAN and Six Sigma methodologies and will apply these frameworks to areas such as contract review and case management. Our goal is to identify opportunities to increase organizational capacity and responsiveness without necessarily increasing staff or costs.

**Technology**

We will examine the systems and structures that support core operations—including information technology, purchasing, financial systems, and interdepartmental partnerships. These support structures play a critical role in enabling or inhibiting the CAO's effectiveness. We will assess their sufficiency, user experience, and adaptability, and recommend improvements where appropriate.

**Financial Management**

Raftelis will analyze the CAO budget and the use of outside contractors to identify any potential improvements in process or service delivery methods.

**Comparative Benchmarking and Best Practices Research**

We will begin by working with the City to identify up to five peer cities that share relevant characteristics with Lee's Summit—such as population size, infrastructure responsibilities, service portfolio, and geographic or economic profile. Peer agencies may include other similarly sized cities in Missouri that operate under similar governance models and offer comparable Municipal Court services. The purpose of this analysis is not to conduct a ranking exercise but rather to provide meaningful context for Lee Summit's Court structure, staffing levels, and policies.

Pending availability of data, we will benchmark:

- Staffing levels and structure
- Workload volumes in comparison to staffing levels
- Number of cases per Judge and Court Clerk
- Docket scheduling times

At this point in the project, our project team will have conducted staff interviews, field observations, and related data collection and document review in order to identify potential improvement opportunities for the Court. Our team will conduct a remote meeting with the City's project team, Court Administrator, and Judges, to provide a comprehensive presentation of preliminary observations and recommendations, including results of all activities. Based upon feedback received, additional follow-up on issues or analysis will be conducted as needed, and we will finalize our recommendations.

**Meetings:**

- Remote presentation of preliminary observations and recommendations to City's project team

**Deliverables:**

- PowerPoint slide deck with preliminary observations and recommendations

## Activity 4 - Prepare Project Deliverables

Once recommendations are finalized, we will prepare a comprehensive draft report. The report will include an executive summary, a description of our methodology and approach, and the full Court assessment and justification of recommendations. Our reports are comprehensive and clearly tell the story of what was observed, what is already done well, what can be improved, and how it can be improved.

The draft report will be provided to the City's project team for review and discussion. We request that the City provide one consolidated list of comments within 30 days of receipt of the draft report. Raftelis will then prepare the revised project report based on consolidated comments from the City.

We will be prepared to make one in-person presentation of final report recommendations to Court staff if desired to address any staff questions.

**Meetings:**

- One in-person presentation of final report to Court staff

**Deliverables:**

- Draft and final report
- PowerPoint slide deck with final report recommendations to staff

# Timeline

A proposed project schedule is provided below. We expect to review and refine this with the City during Activity 1 to ensure that the City's needs are met.

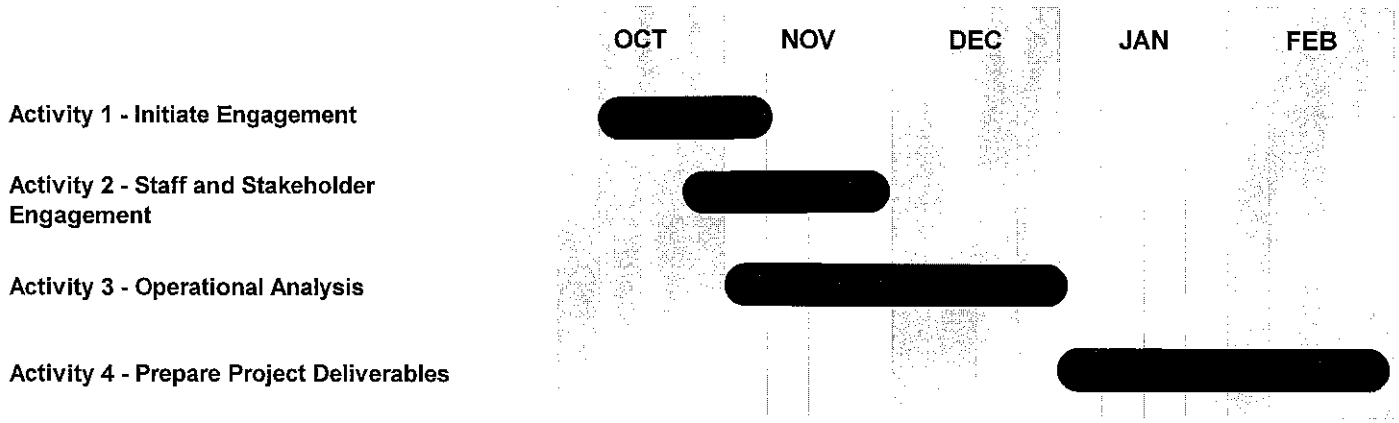


EXHIBIT B
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
RAFTELIS FINANCIAL CONSULTANTS, INC.

SCOPE OF WORK

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

**1.1 Description of Operations or Background:**
The Municipal Court comprises Divisions 243 and 263 of the Sixteenth Judicial Circuit Court of the State of Missouri. The Municipal Court is subject to the rules of the Missouri Supreme Court and the Circuit Court of which it is part.

The Lee's Summit Municipal Court is led by our Municipal Judges and Court Administrator. The Judges are elected to serve staggered four-year terms with one Judge designated Presiding Municipal Judge by ordinance. Our Judges bring significant experience to the bench. Our Presiding Judge, Dana M. Alteri, has served the community as a judge since 2010. She became Presiding Judge in April 2024. Judge Venessa J. Maxwell-Lopez was elected to the bench in April 2024, but previously had served the Municipal Court as Public Defender for many years. Both Judges also work outside of the Court in private practice. Christal Tamargo, our Court Administrator, joined the team in February 2024. Ms. Tamargo worked in courts in both Missouri and Florida previously. The Court Administrator is an employee of the Court.

Court Leadership is supported by a tremendous staff of 12 including Court Clerk Supervisor, Senior Court Clerks, Court Clerks, Probation Officers, and Court Security Officer. Lee's Summit Municipal Court has a longstanding reputation as a well-managed Court. Court leadership is focused on continuous improvement! This operational review is one tool to help them ensure the Court not only continues to build on its core strengths, but also adapts and grows to meet the changing needs of the Justice System in our community.

More about our Court can be found here: https://cityofls.net/court

**2.0 SCOPE OF SERVICES:**
The City is interested in securing a professional services agreement with a competent firm to conduct a review of municipal court operations, processes, standards, and resources. This would include but not be limited to:

- Court operations and processes with a general review of current practices and procedures, including docket structure and management, and resulting internal and external measurable outcomes;
- Organizational structure and staffing as to effectiveness of delivery of court services;
- Court practices, procedures, and activities in consideration of Missouri Supreme Court Rules and Court Operating Rules, and other pertinent municipal court leading best practices; and
- Interdependencies with the City of Lee's Summit and pertinent stakeholders of the municipal court (Law enforcement, Public Defender, Prosecutor's office, Finance Department, etc.)
- Facilities and technology

The selected vendor will need to provide, at minimum, a written report as well as be available for a presentation and discussion of findings and recommendations to our Judges, Court Administrator, and a City Management Representative.

Though the Court Administrator will serve as the primary contact with the firm, a clear plan for communication

with both Municipal Court Judges and all of Court Leadership throughout the review process is important.

**3.0 CITY PROVIDED SERVICES:**

The successful vendor will be provided with the following within 1 week of contract execution:

- Missouri Municipal Clerk Manual
- Internal Procedure Manuals or other like documents
- Municipal Court Budget
- Municipal Court Organizational Chart and Job Descriptions.
- Ordinance 9844 – Rules relating to Municipal Court personnel management, defining terms, roles and responsibilities

Additional information may be provided as requested or determined necessary such as:

- Office of State Court Administrator (OSCA) reports and data
- Publicly available law enforcement reports and data
- Other documentation may be provided as requested by the vendor and agreed to by the Court Administrator.

EXHIBIT C
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
RAFTELIS FINANCIAL CONSULTANTS, INC.

PROPOSAL FEES / COSTS

See following page(s).

**FORM 6: FEE PROPOSAL**

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Procurement and Contract Services
RFP No. 2025-076

**FORM NO. 6: TOTAL COST**
**Overall total project cost to include all related cost associated with the proposed project or scope of services, to include but not limited to: Personnel, total hours and service related expenses.**

**TOTAL COST** $ 69,075
**Numeric**

Sixty-nine thousand and seventy-five dollars
**Use words, Dollars/Cents**

The total fixed fee to complete the scope of work outlined in this proposal is $69,075, which includes all professional fees and expenses by Raftelis, including travel.

A breakdown of costs by project activity is provided in the table below.

| Activity | Description | Labor | Expenses | Cost |
|---|---|---|---|---|
| 1 | Initiate Engagement | $9,500 | $2,125 | $11,625 |
| 2 | Staff and Stakeholder Engagement | $12,925 | $1,775 | $14,700 |
| 3 | Operational Assessment | $24,225 | $875 | $25,100 |
| 4 | Prepare Project Deliverables | $15,300 | $2,350 | $17,650 |
| | **TOTAL** | **$61,950** | **$7,125** | **$69,075** |

It is our practice to invoice clients for monthly progress payments based upon work completed.

| | |
|---|---|
| Raftelis Financial Consultants, Inc. | Jonathan Ingram |
| **Company Name** | **Authorized Person (Print)** |
| 19 Garfield Place, Suite 500 | |
| **Address** | **Signature** |
| Cincinnati, OH 45202 | Vice President |
| **City/State/Zip** | **Title** |
| 513-221-0500 | August 6, 2025 |
| **Telephone #** **Fax #** | **Date** |
| 20-1054069 | S-Corporation |
| **Tax ID No.** | **Entity Type:** |

## ACKNOWLEDGMENT PAGE

LEE'S SUMMIT
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**RFP NUMBER 2025-076**
**ADDENDUM NO. 1**

Please Note: The format of this addendum document will detail questions asked, answers provided, clarifications and statements made and will be denoted as follows: Q = Question, A = Answer, C = Clarification and S = Statement

The original Request for Proposal for Municipal Court Operations Review remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

The schedule found on page 1 of the RFP has been replaced with the schedule below.

NON-MANDATORY

Pre-Proposal Conference: August 1, 2025 @ 8:30 AM in the Administration Conference Room

Microsoft Teams
Join the meeting now
Meeting ID: 249 650 125 872 1
Passcode: Q6K9gv2E

Final Date and Time for Inquiries: August 4, 2025 at noon Local Time

Proposal Due Date and Time: August 8, 2025 at 3:00 PM Local Time

Shortlist Announced for Oral Interviews**: week of August 15, 2025

First Round Interviews** (if necessary): August 22, 2025

Finalist Interviews** (if necessary): August 29, 2025

Target City Council Award Date(s) if needed: September 23 and October 7, 2025

Anticipated Agreement Start Date: October 10, 2025

ACKNOWLEDGEMENT

Each proposer shall acknowledge receipt of this Addendum No. 1 of RFP No. 2025-076, titled Municipal Court Operations Review by his/her signature affixed hereto, and shall include this Addendum with their original proposal submittal.

CERTIFICATION BY BIDDER:

SIGNATURE _____
TITLE Vice President
COMPANY Raftelis Financial Consultants, Inc.
DATE 08/04/2025



**Procurement and Contract Services**
220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | cityofls.net