



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

Monday, October 3, 2016

4:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PUBLIC COMMENTS:
5. BUSINESS
 - A. [2016-0516](#) APPROVAL OF MINUTES FROM AUGUST 29, 2016 F&BC MEETING
 - B. [TMP-0202](#) AN ORDINANCE APPROVING A SOLE SOURCE PURCHASE JUSTIFICATION AND AMENDMENT TO SERVICE AGREEMENT FOR PERMIT SERVICES SOFTWARE FOR A PERIOD OF ONE YEAR WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES TO THE CITY OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE SAME.

Presenter: Presenter: Steve Marsh
 - C. [TMP-0241](#) AN ORDINANCE APPROVING A LIABILITY INSURANCE PROGRAM FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT FOR THE PERIOD BEGINNING OCTOBER 15, 2016 AND EXPIRING OCTOBER 15, 2017 WITH THE OPTION OF TWO (2) AUTOMATIC ONE (1) YEAR RENEWALS WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE IN AN ANNUAL AMOUNT NOT TO EXCEED \$12,650.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE FOR THE SAME.

Presenter: Presenter: Jackie McCormick Heanue, Chief Counsel of Management and Operations

- D. [TMP-0242](#) AN ORDINANCE APPROVING THE CALENDAR YEAR 2017 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, DELTA DENTAL OF MISSOURI, VSP VISION, NEW DIRECTIONS, AND THE STANDARD FOR THE PROVISION OF EMPLOYEE BENEFITS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME.

Presenter: Presenter: Denise Kelly - Director of Human Resources

- E. [TMP-0243](#) AN ORDINANCE APPROVING AMENDMENT NO.4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Presenter: Denise Kelly - Director of Human Resources

- F. [TMP-0245](#) AN ORDINANCE APPROVING MODIFICATION NO. 1 TO RFP NO. 2015-107 TO PROVIDE FOR PHASE 2, RECORDS CONSULTING SERVICES, WITH MCCi, LCC, IN AN AMOUNT NOT TO EXCEED \$23,750.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCi, LLC, ON BEHALF OF THE CITY.

Presenter: Presenter: Denise Chisum

- G. [TMP-0248](#) AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017 AS ADOPTED BY ORDINANCE NO. 7894 BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Presenter: Presenter: Brian W. Head, City Attorney

6. ROUNDTABLE:

7. NEXT MEETING: NOVEMBER 7, 2016 4:00 P.M.

ADJOURNMENT

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Internet site at "www.cityofls.net".



The City of Lee's Summit

220 SE Green Street
Lee's Summit, MO 64063

Packet Information

File #: 2016-0516, **Version:** 1

APPROVAL OF MINUTES FROM AUGUST 29, 2016 F&BC MEETING



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

Monday, August 29, 2016

4:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

CALL TO ORDER

ROLL CALL

Present: 3 - Chairperson Trish Carlyle
Councilmember Diane Seif
Councilmember Diane Forte

APPROVAL OF AGENDA

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Seif, that this agenda be approved. The motion carried by the following vote:

Present: 3 - Chairperson Trish Carlyle
Councilmember Diane Seif
Councilmember Diane Forte

PUBLIC COMMENTS:

BUSINESS

A. [2016-0470](#) APPROVAL OF MINUTES FROM AUG.1, 2016 F&BC MEETING

Upon motion by Councilmember Forte and second by Councilmember Seif the minutes from Aug. 1, 2016 F&BC meeting were unanimously approved.

Aye: 4 - Chairperson Carlyle
Councilmember Seif
Councilmember Forte
Moreno

B. [2016-0462](#) 4th Quarter Investment Report

Recommendation: Recommendation:

Presenter: Presenter: Sherri Staub

Presentation only.

Finance and Budget Committee

Action Letter

August 29, 2016

- C. [BILL NO. 16-190](#) AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT WITH LEGACY AVIATION, INC. d/b/a FLYING KC FOR THE LEASE OF SUITE C IN THE AIRPORT MODULAR BUILDING TO PERFORM FLIGHT TRAINING, AIRCRAFT RENTAL, AIRCRAFT MANAGEMENT/CONSULTING AND AIRCRAFT SALES AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME WITH LEGACY AVIATION, INC. d/b/a FLYING KC FOR A PERIOD OF ONE YEAR WITH A ONE YEAR AUTOMATIC RENEWAL OPTION. (F&BC 8-29-16)

Recommendation: Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT WITH LEGACY AVIATION, INC. d/b/a FLYING KC FOR THE LEASE OF SUITE C IN THE AIRPORT MODULAR BUILDING TO PERFORM FLIGHT TRAINING, AIRCRAFT RENTAL, AIRCRAFT MANAGEMENT/CONSULTING AND AIRCRAFT SALES AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME WITH LEGACY AVIATION, INC. d/b/a FLYING KC FOR A PERIOD OF ONE YEAR WITH A ONE YEAR AUTOMATIC RENEWAL OPTION.

Board of Aeronautic Commissioners Recommendation: The Board of Aeronautic Commissioners voted unanimously 8-0 to recommend to the Finance and Budget Committee approval of AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT WITH LEGACY AVIATION, INC. d/b/a FLYING KC FOR THE LEASE OF SUITE C IN THE AIRPORT MODULAR BUILDING TO PERFORM FLIGHT TRAINING, AIRCRAFT RENTAL, AIRCRAFT MANAGEMENT/CONSULTING AND AIRCRAFT SALES AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME WITH LEGACY AVIATION, INC. d/b/a FLYING KC FOR A PERIOD OF ONE YEAR WITH A ONE YEAR AUTOMATIC RENEWAL OPTION.

Finance and Budget Committee Recommendation: I move to recommend to City Council approval of AN ORDINANCE APPROVING A FIXED BASE OPERATOR AGREEMENT WITH LEGACY AVIATION, INC. d/b/a FLYING KC FOR THE LEASE OF SUITE C IN THE AIRPORT MODULAR BUILDING TO PERFORM FLIGHT TRAINING, AIRCRAFT RENTAL, AIRCRAFT MANAGEMENT/CONSULTING AND AIRCRAFT SALES AT THE LEE'S SUMMIT MUNICIPAL AIRPORT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SAME WITH LEGACY AVIATION, INC. d/b/a FLYING KC FOR A PERIOD OF ONE YEAR WITH A ONE YEAR AUTOMATIC RENEWAL OPTION.

Presenter: Presenter: John Ohrazda, Airport Manager

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 9/15/2016 The motion carried by the following vote:

Aye: 4 - Chairperson Carlyle
Councilmember Seif
Councilmember Forte
Moreno

Finance and Budget Committee

Action Letter

August 29, 2016

- D. [BILL NO.](#) AN ORDINANCE APPROVING MODIFICATION NO. 5 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO EXTEND THE TERM OF THE AGREEMENT AN ADDITIONAL TWO (2) YEARS AND TO REDUCE THE TOTAL MONTHLY LEASE RATE PAYABLE BY THE CITY OF LEE'S SUMMIT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY. (F&BC 8-29-16)

Recommendation: Recommendation:
AN ORDINANCE APPROVING MODIFICATION NO. 5 TO AGREEMENT NO. 2012-002 WITH TOSHIBA BUSINESS SOLUTIONS TO EXTEND THE TERM OF THE AGREEMENT AN ADDITIONAL TWO (2) YEARS AND TO REDUCE THE TOTAL MONTHLY LEASE RATE PAYABLE BY THE CITY OF LEE'S SUMMIT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

Presenter: Presenter:
Ben Calia, Procurement and Contract Services Manager

ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 9/15/2016 The motion carried by the following vote:

Aye: 4 - Chairperson Carlyle
Councilmember Seif
Councilmember Forte
Moreno

- E. [BILL NO.](#) AN ORDINANCE APPROVING A SOLE SOURCE AGREEMENT AND ORDER FORM WITH INFOR FOR THE PROCUREMENT OF UPGRADE LICENSES FOR MICRO FOCUS SOFTWARE TO BE USED IN CONNECTION WITH THE LAWSON SYSTEM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT OR AGREEMENTS WITH INFOR FOR THE ACQUISITION OF THE SAME IN THE AMOUNT OF \$26,272.00. (F&BC 8-29-16)

Recommendation: Recommendation: Staff recommends adoption of AN ORDINANCE APPROVING A SOLE SOURCE AGREEMENT AND ORDER FORM WITH INFOR FOR THE PROCUREMENT OF UPGRADE LICENSES FOR MICRO FOCUS SOFTWARE TO BE USED IN CONNECTION WITH THE LAWSON SYSTEM AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT OR AGREEMENTS WITH INFOR FOR THE ACQUISITION OF THE SAME.

Presenter: Presenter: Steve Marsh

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 9/15/2016 The motion carried by the following vote:

Aye: 3 - Chairperson Carlyle
Councilmember Seif
Councilmember Forte

Nay: 1 - Moreno

Finance and Budget Committee

Action Letter

August 29, 2016

- F. [TMP-0209](#) AN ORDINANCE SETTING THE TAX LEVY FOR THE YEAR 2016 FOR THE CITY OF LEE'S SUMMIT, CASS AND JACKSON COUNTIES, MISSOURI

Recommendation: Recommendation: Staff recommends passage of an Ordinance setting the Tax Levy for the Year 2016 for the City of Lee's Summit, Cass and Jackson Counties, Missouri.

Presenter: Presenter: Conrad Lamb

Presentation Only.

- G. [BILL NO. 16-187](#) AN ORDINANCE APPROVING AMENDMENT NO.3 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS IN THE DEVELOPMENT SERVICES DEPARTMENT AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Recommendation: Recommendation: Staff Recommends Approval

Presenter: Presenter: Nick Edwards

ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 9/1/2016 The motion carried by the following vote:

Aye: 3 - Chairperson Carlyle
Councilmember Seif
Councilmember Forte

Nay: 1 - Moreno

- H. [BILL NO. 16-193](#) AN ORDINANCE REPEALING PREVIOUS ORDINANCES RELATED TO THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING THE CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND CHARGES. (F&BC 8-29-16)

Recommendation: Recommendation: STAFF RECOMMENDS ADOPTION OF AN ORDINANCE REPEALING PREVIOUS ORDINANCES RELATED TO THE SCHEDULE OF FEES AND CHARGES FOR THE CITY OF LEE'S SUMMIT AND ESTABLISHING THE CITY OF LEE'S SUMMIT SCHEDULE OF FEES AND CHARGES.

Presenter: Presenter: Nick Edwards

ACTION: A motion was made by Councilmember Forte, seconded by Councilmember Seif, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 9/15/2016 The motion carried by the following vote:

Aye: 4 - Chairperson Carlyle
Councilmember Seif
Councilmember Forte
Moreno

Finance and Budget Committee

Action Letter

August 29, 2016

- I. [RES. NO.](#) A RESOLUTION AUTHORIZING THE CITY OF LEE'S SUMMIT, MISSOURI TO
[16-18](#) PARTICIPATE IN COOPERATIVE PURCHASING PROGRAMS FOR FISCAL
YEAR 2017. (F&BC 8-29-16)

Recommendation: Recommendation: Staff recommends approval of a Resolution authorizing the City of Lee's Summit to participate in cooperative purchasing programs (Approved List) be placed on the City Council Agenda.

Presenter: Presenter: Ben Calia, Procurement and Contract Services Manager

ACTION: A motion was made by Councilmember Seif, seconded by Councilmember Forte, that this Ordinance be recommended for approval to the City Council - Regular Session, due back on 9/15/2016 The motion carried by the following vote:

Aye: 3 - Chairperson Carlyle
Councilmember Seif
Councilmember Forte

Nay: 1 - Moreno

ROUNDTABLE:

Next Meeting: October 3, 2016 4:00 p.m.

ADJOURNMENT

Meeting was adjourned at 5:20 p.m.

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Packet Information

File #: TMP-0202, **Version:** 2

AN ORDINANCE APPROVING A SOLE SOURCE PURCHASE JUSTIFICATION AND AMENDMENT TO SERVICE AGREEMENT FOR PERMIT SERVICES SOFTWARE FOR A PERIOD OF ONE YEAR WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES TO THE CITY OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE SAME.

Issue/Request:

AN ORDINANCE APPROVING A SOLE SOURCE PURCHASE JUSTIFICATION AND AMENDMENT TO SERVICE AGREEMENT FOR PERMIT SERVICES SOFTWARE FOR A PERIOD OF ONE YEAR WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES TO THE CITY OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE SAME.

Key Issues:

The current software maintenance agreement between Lee's Summit and CityView, a division of N. Harris Computer Corporation, for the support and maintenance of the CityView software will expire on October 31, 2016. An amendment to the original 2008 agreement has been drafted, for which staff is seeking approval. This amendment would provide a total of 5 years of support and maintenance for the CityView software with a fixed 4% price increase each year. This will be a series of one year agreements, automatically renewing each year to encompass the five year term.

CityView is the sole provider of maintenance for it's software and has supplied a document stating such, which is attached to this packet.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING A SOLE SOURCE PURCHASE JUSTIFICATION AND AMENDMENT TO SERVICE AGREEMENT FOR PERMIT SERVICES SOFTWARE FOR A PERIOD OF ONE YEAR WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES TO THE CITY OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE SAME.

Background:

In August 2008, an award was made via RFP 07-188 for the purchase, implementation and maintenance of Permitting and Inspections software to Municipal Software, Inc. The original RFP work was completed and has resulted in the successful implementation of CityView software for property information, permitting and inspection tracking, development application tracking, code enforcement, business licensing and cashiering integration.

Since the original award, Municipal Software was acquired by Harris Computer Corporation.

The current maintenance agreement for CityView software support expires on October 31, 2016. Because CityView is the sole provider for maintenance of its software, City staff worked with representatives to negotiate a software support renewal agreement. The negotiated terms will provide guaranteed annual rates at 4% each year.

Impact/Analysis:

Beginning in FY17, all CityView software maintenance is funded from the Development Center's software maintenance account.

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Steve Marsh

Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING A SOLE SOURCE PURCHASE JUSTIFICATION AND AMENDMENT TO SERVICE AGREEMENT FOR PERMIT SERVICES SOFTWARE FOR A PERIOD OF ONE YEAR WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES TO THE CITY OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE SAME.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.**ORDINANCE NO.**

AN ORDINANCE APPROVING A SOLE SOURCE PURCHASE JUSTIFICATION AND AMENDMENT TO SERVICE AGREEMENT FOR PERMIT SERVICES SOFTWARE FOR A PERIOD OF ONE YEAR WITH FOUR (4) POSSIBLE ONE YEAR RENEWALS WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE PROVISION OF SOFTWARE MAINTENANCE AND SUPPORT SERVICES TO THE CITY OF LEE'S SUMMIT, MISSOURI AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CITYVIEW, A DIVISION OF N. HARRIS COMPUTER CORPORATION FOR THE SAME.

WHEREAS, August 2008, the City Council approved the award of RFP No. 2007-188 for the purchase, implementation, and maintenance of permitting and inspections software known as CityView to Municipal Software, Inc., now known as N. Harris Computer Corporation; and

WHEREAS, in order to effectively operate the software system, the City must have software support services; and

WHEREAS, the City's current agreement for software support with Municipal Software Inc., now known as N. Harris Computer Corporation, for the CityView software system expires on October 31, 2016; and,

WHEREAS, N. Harris Computer Corporation is the only entity that provides maintenance and support for the CityView software system, as more fully described in the Sole Source Purchase Justification attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth; and

WHEREAS, City desires to re-engage engage N. Harris Computer Corporation for the provision of software maintenance and support for the CityView software system under terms and conditions which have been negotiated by City and N. Harris Computer Corporation; and,

WHEREAS, City and N. Harris Computer Corporation have caused to be prepared an Amendment to Service Agreement for Permit Services Software, a true and accurate copy of which is attached hereto as "Exhibit B" and incorporated herein as though fully set forth, which provides for a one-year contract with four (4) possible one year renewals for the provision of maintenance and support of the CityView software system by N. Harris Computer Corporation to the City of Lee's Summit, Missouri; and,

WHEREAS, City and N. Harris Computer Corporation desire to enter into said Amendment to Service Agreement for Permit Services Software.

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

SECTION 1. That the Sole Source Purchase Justification to CityView, a division of N. Harris Computer Corporation for the provision of software maintenance and support services to the City of Lee's Summit, Missouri, a true and accurate copy of the same being attached hereto as "Exhibit A" and incorporated herein by reference as though fully set forth be and hereby is approved.

BILL NO.

ORDINANCE NO.

SECTION 2. That the Amendment to Service Agreement for Permit Services Software by and between the City of Lee's Summit, Missouri and N. Harris Computer Corporation for the provision of maintenance and support of the CityView software system, a true and accurate copy of which is attached hereto as "Exhibit B" and incorporated herein by reference as though fully set forth, be and hereby is approved.

SECTION 3. That the City Manager is authorized to execute said Exhibits A and B as well as any additional documents needed to carry out the intent of this Ordinance.

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 5. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Management and Operations Jackie McCormick Heanue

SOLE SOURCE PURCHASE JUSTIFICATION

Submit this Form to the Procurement and Contract Services Division for Approval Prior to Placing an Order

Date: 8/3/2016 Department: ITS Requested By: Dez Hourigan

Vendor Contacted & Address: Harris Corporation/CityView
4464 Markham St Suite 2307
Victoria, British Columbia V8Z 7X8
 Phone Number: 866-988-TECH(8324)

Harris Corporation will provide multiple year set pricing for maintenance support for their CityView software application. They are the only vendor that provides software maintenance support for the CityView software application. The more years in the maintenance agreement with them, the better discount we will receive. A 5yr renewal term will provide us an increase of only 4% each year.

Estimated Annual Cost: Was the request budgeted? Yes No
 1st Renewal Term - \$63,462.85
 2nd Renewal Term - \$66,001.36
 3rd Renewal Term - \$68,641.41
 4th Renewal Term - \$71,387.07
 5th Renewal Term - \$74,242.55

Term of this sole source is: _____ 2017 _____ through _____ 2021 _____

Sole source term is valid for one year unless a contract with multiple renewals is established based on the sole source request. Any exceptions must be approved as designated below. Will a yearly contract be established based on this sole source? Yes No

Other Contacts	Their Responses:
Name: _____	_____
Address: _____	_____
Phone #: _____	_____
Name: _____	_____
Address: _____	_____
Phone #: _____	_____

Was the manufacturer contacted for other distributors? Yes No

Please explain:

No other distributors provide maintenance support for the CityView software application other than CityView, a Division of Harris.

I concur with the above explanations and approve this request:

Department Director	Date	City Manager	Date
Procurement and Contract Services Manager	Date	Park Administrator	Date
City Clerk as approved by Council	Date		

APPROVALS REQUIRED:

APPROVALS REQUIRED FOR ALL CITY DEPARTMENTS (EXCLUDING PARKS & RECREATION):	
\$ 1,000 - \$ 9,999	Department Director, Procurement and Contract Services Manager Approval
\$ 10,000 - \$ 19,999	Department Director, Procurement and Contract Services Manager Approval City Manager Approval

\$ 20,000 & Above	Department Director, Procurement and Contract Services Manager Approval, City Manager & City Council Approval
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APPROVALS REQUIRED FOR PARKS & RECREATION ONLY:

\$ 1,000 - \$ 9,999	Parks Administrator & Procurement and Contract Services Manager Approval
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\$ 10,000 - \$ 19,999	Parks Administrator, Procurement and Contract Services Manager Approval
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\$ 20,000 & Above	Parks Administrator, Procurement and Contract Services Manager Approval & Park Board Approval
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September 9th, 2016

VIA EMAIL: Desiree.Hourigan@cityofls.net; Steve.Marsh@cityofls.net

Steve Marsh
Chief Technology Officer
Lee's Summit
207 SW Market Street
Lee's Summit, MO
64063

RE: CityView Software

Dear Mr. Marsh,

Please be advised that the CityView business unit of N. Harris Computer Corporation ("CityView") is the sole source provider of the technical support and maintenance services for the CityView software, a software solution containing all you need to manage Property Information, Permits and Inspections, Planning, Code Enforcement, Licensing, Animal Licensing, Service Requests, Rental Housing, Cemetery Management, Parking Management, and Cashiering.

CityView does not use other services providers for the provision of technical support and maintenance services for the CityView software. CityView is not obligated to provide their proprietary goods and services to any other company or entity. Accordingly there is no competition for its maintenance.

This letter does not provide a sole source legal opinion on behalf of CityView for the products and services referenced herein as they relate to your State's sole source rules, regulations and laws.

Regards,

Dale Peters

Director, Support Services

P: 250-475-6600 x67014

F: 250-475-6080

E: DPeters@harriscomputer.com

AMENDMENT TO SERVICE AGREEMENT
FOR PERMIT SERVICES SOFTWARE

This AMENDMENT is made and entered into this 21st day of July 2016, by and between the City of Lee's Summit, Missouri, a Municipal Corporation in the state of Missouri, hereinafter referred to as "City" and CityView, a division of N. Harris Computer Corporation, hereinafter referred to as "Service Provider." Witnesseth that:

WHEREAS, City and Service Provider, by and through its predecessor entity, Municipal Software, Inc., entered into a Service Agreement for Permit Services Software, RFP No. 07-188 on July 10, 2008, which governed the purchase, implementation and maintenance of permitting and inspections software by Service Provider to City; and

WHEREAS, City and Service Provider amended and restated the terms of the Agreement between the parties on February 24, 2015 to amend the scope of work to more accurately reflect the expectations of City and the obligations of Service Provider; and

WHEREAS, City and Service Provider wish to further amend the terms of the Agreement

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

1. Sections 3.2.1 and 3.2.2 of the Agreements and Section 4 of Attachment 2 to Exhibit B shall be amended to extend the term of the Agreement for an additional one year from November 1, 2016 to October 31, 2017 (the "Initial Extended Term"). Thereafter, this Agreement shall automatically renew for up to four (4) additional one (1) year renewal periods (the "Additional Renewal Terms") unless City gives written notice of non-renewal at least ninety days prior to expiration of the then current term. The compensation to be paid for the Initial Extended Term is \$63,462.85 and for the Additional Renewal Terms is: (i) \$66,001.36 for the first Additional Renewal Term; (ii) \$68,641.41 for the second Additional Renewal Term; (iii) \$71,387.07 for the third Additional Renewal Term; and (iv) \$74,242.55 for the fourth Additional Renewal Term.

2. Notwithstanding the foregoing, the Agreement will terminate should City fail to pay the annual support and maintenance fee for any annual period prior to the anniversary date of the Agreement.

3. Except as amended herein the Service Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first written above.

City of Lee's Summit

N. Harris Computer Corp.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CITY OF LEE'S SUMMIT

PURCHASING DIVISION

220 S.E. GREEN STREET

LEE'S SUMMIT, MO 64063

816-969-1080 Phone 816-969-1081 Fax

INTEROFFICE MEMORANDUM

CONTRACT DOCUMENT

DATE: July 14, 2008
TO: Key Purchasing Personnel
FROM: Purchasing Division
RE: Permit Services Software
Lee's Summit RFP #07-188

Vendor	Municipal Software Corporation 8 Shannon Drive Little Rock, AR 72207
Phone & Fax	PH: 250-475-6600 FAX: 250-475-6080
Contact Person	Woody Jackson
Ordering Instructions	See Exhibit B
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	Til completion

cc: Bid File- Original memo
Intranet



CITY OF LEE'S SUMMIT

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

NOTICE TO PROCEED

July 14, 2008

Mr. Woody Jackson
Municipal Software Corporation
8 Shannon Drive
Little Rock, AR 72207

RE: Request for Proposal # 07-188, Permit Application Software

Dear Mr. Jackson:

You are hereby notified to commence WORK in accordance with the contract dated July 10, 2008. The Services to be performed by Vendor under and pursuant to this Agreement shall be completed as directed by the City's Project Administrator by such date as is mutually agreed upon as a result of the initial Project kick-off meeting ("the Completion Date"), unless earlier terminated as provided herein, or as may be modified by mutual written agreement. Vendor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of services mutually acceptable to the Parties.


DeeDee Tschirhart
Procurement Officer
City of Lee's Summit, MO

Enclosure: Contract document

Cc:

Bid File
City Intranet

SERVICE AGREEMENT

FOR PERMIT SERVICES SOFTWARE

RFP No.07-188

This AGREEMENT made and entered into this 31st day of July 2008, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and Municipal Software Corporation, a British Columbia incorporated company, with its principal place of business at 4464 Markham Street, Suite 1108, Victoria, BC, V8Z 7X8, hereafter referred to as "Service Provider."

Witnesseth, that:

WHEREAS, Service Provider has offered to provide the Services described in Exhibit A, in consideration of the Conditions, Deliverables and Payment Terms described in Exhibit B and the documents attached thereto, subject to the General Conditions described in Exhibit C and the additional conditions described in Exhibit D Addendum, and;

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

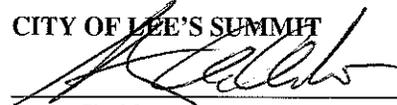
NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 07-188 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as Exhibit A; Conditions, Deliverables and Payment Terms, attached hereto as Exhibit B along with the attachments and schedules attached to Exhibit B; General Conditions, attached hereto as Exhibit C; and the Addendum attached hereto as Exhibit D. Where the terms of the RFP or the Proposal conflict with anything in Exhibits A, B, C or D the terms of the Exhibits shall control. Where the terms of the Exhibits are in conflict, the terms of Exhibit B and the documents attached thereto shall control.
3. Amount Not To Exceed:
 - 3.1 PreBuilt Implementation, Services, Training and Travel. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this contract for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of Four Hundred Thirty Five Thousand Nine Hundred Dollars (\$435,900.00) for licenses and services for Phase 1 and licenses for Phase 2. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis as Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
 - 3.2 Software License and Support Agreement.
 - 3.2.1 Phase 1: The Service Provider will provide the software licenses identified in Exhibit B and the attachments and schedules attached thereto, for the City's use as governed by its Software License and Support Agreement, Attachment 2 to Exhibit B. The term of this Agreement shall be for a one (1) year period beginning on the on the day and year first above written and may be renewed as described in Attachment 2 to Exhibit B for up to four (4) renewal terms. The compensation to be paid for the initial term is \$49,700.00 and for the renewal terms is: (i) first renewal term \$51,688.00; (ii) second renewal term \$53,755.55; (iii) third renewal term \$55,905.74; and (iv) fourth renewal term \$58,141.97.
 - 3.2.2 Phase 2: A The Service Provider will provide the soft ware licenses identified in Exhibit B and the attachments and schedules attached thereto for the City's use as governed by its Software License and Support Agreement, Attachment 2 to Exhibit B. The term of this Agreement shall be for a one (1) year period beginning on the day and year first above written and may be renewed as described in Attachment 2 to Exhibit B for up to four (4) renewal terms. The compensation to be paid for the initial term is \$4,500.00 and for renewal terms is (i) first renewal term \$4,680.00; (ii) second renewal term \$4,867.20; (iii) third renewal term \$5,061.89; and (iv) fourth renewal term \$5,264.37.

4. Time of Performance. The Services to be performed by Vendor under and pursuant to this Agreement shall be completed as directed by the City's Project Administrator by such date as is mutually agreed upon as a result of the initial Project kick-off meeting ("the Completion Date"), unless earlier terminated as provided herein, or as may be modified by mutual written agreement. Vendor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of services mutually acceptable to the Parties.

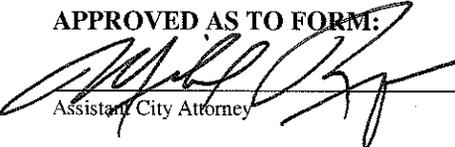
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

CITY OF LEE'S SUMMIT


Interim City Manager

7/10/08
Date

APPROVED AS TO FORM:


Assistant City Attorney

SERVICE PROVIDER:

D. Johnson
President; CEO
Title

July 3, 2008
Date

Exhibits to Service Agreement

- Exhibit A – Scope of Services
- Exhibit B – Contractual Services Agreement
 - Attachment 1 – Payment Milestones and Deliverables
 - Attachment 2 – Software License and Support Agreement
 - Schedule A – List of Licensed Software and Term of License
 - Schedule B – Service Level Agreement
 - Attachment 3 – Escrow Agreement
- Exhibit C – General Conditions
- Exhibit D - Addendum

**EXHIBIT A
SCOPE OF SERVICES**

Service Provider will provide the services and/or products described in Service Provider's Response to the RFP, dated September 18, 2007 and submitted to the City on September 21, 2007.

EXHIBIT B
CONTRACTUAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this 3 day of July, 2007, (the "Effective Date") by and between the City of Lee's Summit, Missouri, a municipal corporation, (hereinafter the "City"), and Municipal Software Corporation, a British Columbia incorporated company, with its principal place of business at 4464 Markham Street, Suite 1108, Victoria, BC, V8Z 7X8 (hereinafter the "Vendor"). The City and the Vendor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Vendor desires to perform and assume responsibility and obligation for the provision of certain professional services, as hereinafter described, on the terms and conditions set forth herein. Vendor represents that it is experienced in providing business process automation and implementation services to public clients, is licensed in the State of Missouri and is familiar with the scope of work of the City.
- B. The City desires to engage Vendor to render such services, as hereinafter described, for the Permit Application Software, RFP # 07-188 (the "Project") on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and the Vendor agree as follows:

OPERATIVE PROVISIONS

SECTION I
ENGAGEMENT AND SERVICES OF THE VENDOR

- 1. Engagement of Vendor. The City hereby engages the Vendor, and the Vendor promises and agrees to furnish to the City, subject to the terms and conditions set forth in this Agreement, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (the "Services"). The Services are more particularly described in Attachment 1 hereto and incorporated herein by reference. The Vendor agrees to perform the Services in accordance with the terms and conditions of this Agreement, the attachments and schedules attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time the Services are provided.
- 2. Performance of the Vendor; Standard of Care. The Vendor accepts the relationship of trust and confidence established between the City and the Vendor by the terms of this Agreement. The Vendor covenants with the City to perform all Services under this Agreement in a skillful and competent manner, consistent with or in excess of the standards of skill, quality and care adhered to by recognized professionals in the same discipline in the State of Missouri while performing services of a like or similar nature under like or similar circumstances. Vendor represents and maintains that it is skilled in the professional calling necessary to perform the Services, and that it shall consider all recent proven and tested methods known and successfully employed by recognized professionals in the same discipline in the state of Missouri. Vendor shall also cooperate with the City and any other consultants or contractors engaged by or on behalf of the City in performance of the Project. The Vendor covenants to use its commercially reasonable efforts to perform its duties and obligations under this Agreement in an efficient, expeditious and economical manner, consistent with the best interests of the City and the professional standard of care set forth in this Agreement.

SECTION II
RESPONSIBILITIES OF THE VENDOR

- 1. The Vendor's Responsibilities for Costs and Expenses. Except as otherwise expressly stated herein, the Vendor shall be solely responsible for all costs and expenses incurred relative to the Vendor, personnel of the Vendor and sub-Vendors of the Vendor in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.
- 2. Independent Contractor. The Services shall be performed by Vendor or under its supervision. Vendor shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Vendor represents that it possesses the professional and technical personnel required to perform the Services. The City retains Vendor on an independent contractor basis and not as an employee of the City. Vendor retains the right to perform similar or different services for others during the term of this Agreement. The personnel performing the Services on

behalf of the Vendor shall at all times be under the Vendor's exclusive direction and control. The Vendor shall pay all expenses, including, without limitation, all wages, salaries, fringe benefit contributions, payroll taxes, withholding taxes, other taxes or levies and all other amounts due such personnel for the Services or due others as a result of the performance by such personnel of the Services. Vendor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, all reports for social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3. Vendor's Project Manager. The Vendor shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services and act as the Vendor's representative for performance of this Agreement. The Project Manager shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement, and shall be available to the City at all reasonable times. The Project Manager shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures employed by Vendor's personnel, as well as the satisfactory coordination of all portions of the Services under this Agreement. The Vendor will designate a Project Manager upon completion of this contract and the City reserves the right to perform a telephone interview with the designated Project Manager. Vendor reserves the right to appoint another person as Project Manager upon written notice to the City. The City reserves the right to perform a telephone interview with any new Project Manager that the Vendor designates. The City further reserves the right to request a different Project Manager be assigned should the City determine, as a result of the telephone interview, that the assigned Project Manager is deemed unsatisfactory to the City.
4. Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other personnel of at least equal competence upon written approval of City. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Vendor at the request of the City.
5. Personnel: Licenses. The Vendor represents and warrants that it and all personnel engaged in performing Services are and shall be fully qualified, authorized and permitted under state and local law to perform such Services. The Vendor shall be responsible to City for any errors or omissions in the execution of the Services under this Agreement. The Vendor represents and warrants that it and all personnel and sub-Vendors engaged in performing the Services have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services under this Agreement. The Vendor further represents and warrants that it, its employees and sub-Vendors shall keep in effect all such licenses, permits, qualifications and other approvals during the term of this Agreement. Any personnel performing Services under this Agreement who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, or a threat to the safety of persons or property, or any personnel who fail or refuse to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Vendor and shall not be re-employed to perform any of the Services or to work on the Project.
6. Time of Performance. The Services to be performed by Vendor under and pursuant to this Agreement shall be completed as directed by the City's Project Administrator by such date as is mutually agreed upon as a result of the initial Project kick-off meeting ("the Completion Date"), unless earlier terminated as provided herein, or as may be modified by mutual written agreement. Vendor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of services mutually acceptable to the Parties.
7. Software License and Support Agreement. The vendor will provide the software licenses identified in Attachment I for the City's use as governed by its Software License and Support Agreement, a copy of which is attached as Attachment 2.
8. Escrow Agreement. The vendor has provided for a software escrow agreement, a copy of which is attached as Attachment 3, which provides for access to software source code under certain circumstances that are defined in the agreement.
9. Consistency with City Policies. The Vendor shall discuss and review with the City Project Manager in advance of all critical decision points all matters relating to the Services in order to ensure that the Services proceed in a manner consistent with the goals and policies of the City.
10. Conformance to Applicable Requirements. All aspects of the provision of the Services by Vendor shall conform to all applicable city, county, state, and federal laws, rules and regulations in effect at the time the services are provided.

11. Insurance. Without limiting the Vendor's indemnification obligations, the Vendor shall obtain, provide and maintain during the term of this Agreement, at its own expense, a policy or policies of liability insurance of the type and amounts described below and satisfactory to the City. Vendor shall also require all of its sub-Vendors to obtain, provide, and maintain insurance which meets the same requirements contained herein.
- A. Prior to the commencement of the Services, the Vendor shall provide evidence satisfactory to the City that it has secured the following types and amounts of insurance:
 - (1) Workers' compensation insurance to cover the statutory limits of the workers' compensation laws of the state in which any work is to be performed, voluntary compensation and employer's liability (including occupational disease) coverage with limits not less than \$1,000,000 per occurrence;
 - (2) Commercial general liability insurance covering third party liability risks, including without limitation, contractual liability, in a minimum amount of \$1 million per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this Project, or the general aggregate limit shall be twice the occurrence limit;
 - (3) Commercial auto liability and property insurance covering "any auto" with a minimum limit of \$1 million combined single limit per accident for bodily injury and property damage.
 - (4) Errors and omissions professional liability insurance appropriate to Vendor's profession. Such insurance shall be in an amount not less than \$850,000 per claim, and shall be endorsed to include contractual liability.
 - B. The commercial general liability and automobile policies shall contain the following provisions, or Vendor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies: (1) the City, its officials, officers, employees and agents shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City or its officials, officers, employees or agents shall be excess of the Vendor's insurance and shall not be called upon to contribute with it in any way.
 - D. All policies shall contain the following provisions, or Vendor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies: (1) coverage shall not be suspended, voided, canceled or reduced by either party except after thirty (30) days prior notice has been given in writing to the City; provided, however, in the case of non-payment of premium, ten (10) days notice will be provided; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, officers, employees and agents.
 - E. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, officers, employees and agents.
 - F. Any deductibles or self-insured retentions, or any revisions thereto made during the time such insurance is required to be maintained pursuant to this Agreement, must be declared to and approved by the City. If such deductibles or self-insured retentions are not acceptable to City, Vendor shall meet with City to determine an acceptable solution, such as, but not limited to: (1) reducing or eliminating such deductibles or self-insured retentions as respects the City, its officials, officers, employees and agents; or (2) Vendor's procurement of a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.
 - G. All Insurance is to be placed with insurers with a current A.M. Best's rating no less than B+:VIII, licensed to offer coverage in the State of Missouri, and satisfactory to the City.
 - H. Vendor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by

the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

- I. The Vendor shall give to the City prompt and timely notice of any claim made or suit instituted arising out of the Vendor's operation hereunder. The Vendor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and performance of the Services.
- J. The Vendor shall include subcontracting Vendors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each sub-Vendor. It is understood that additional insureds are not possible on the Vendor's errors and omissions professional liability policy. All coverage for each sub-Vendor shall be subject to the requirements stated herein.

12. Prohibition Against Transfers.

- A. The Vendor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly by operation of law without the prior written consent of the City. Any attempt to do so without the prior written consent of the City shall be null and void, and any assignee, sub-lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

13. Progress. The Vendor is responsible to keep the City Project Manager and/or his or her duly authorized designee informed on a regular basis to be determined by the City and the Vendor's Project Manager at the kick-off meeting regarding the status and progress of the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the Services or this Agreement

14. Confidentiality. No news releases, including photographs, public announcements or confirmations of the same, of any part of the subject matter of this Agreement or any phase of the Services shall be made without prior written consent of the City, such consent to not be unreasonably withheld, and provided in a timely manner. The information which results from the Services in this Agreement is to be kept confidential, unless the release of information is authorized by the City. All Report Materials, either created by or provided to Vendor in connection with the performance of this Agreement, shall be held confidential by Vendor. Such materials shall not, without the prior written consent of City, be used by Vendor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Vendor which is otherwise known to Vendor or is otherwise generally known, or has become known, to the related industry, shall be deemed confidential. Vendor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

15. No Set Hours/Right to Contract. The Vendor's obligation hereunder is to complete the Services in accordance with this Agreement and to meet any deadlines established pursuant to this Agreement. The Vendor has no obligation to work any particular schedule, hours or days, or any particular number of hours or days. However, the Vendor shall coordinate with the City in achieving the results and meeting the goals established pursuant to this Agreement.

16. Safety. Vendor shall execute and maintain its Services so as to avoid injury or damage to any person or property. In carrying out its Services, the Vendor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed

17. PreBuilts Warranty. Vendor shall provide remedy to any issues of the PreBuilts not working as designed for a period of three (3) months after the Go-Live date.

**SECTION III
RESPONSIBILITIES OF THE CITY**

1. Cooperation. The City shall cooperate with the Vendor relative to the provisions of the Services. To the extent permitted by applicable law, the City shall provide criteria and information in its possession, or reasonably obtainable by it, as requested by Vendor, and shall make that information and related data available for Vendor's use during the performance of this Agreement. The City shall render decisions required by this Agreement within the time indicated, or if not specifically stated, with reasonable promptness so as not to unduly delay the progress of Vendor's Services.

2. City's Project Manager and Project Staff. The City shall designate and assign a City project manager ("City Project Manager") who shall have full authority to represent and act on behalf of the City for all purposes under this Agreement. The City Project Manager, or his/her designee, shall be the principal officer of the City for liaison with the Vendor, and shall review and give approval to the details of the Services as they are performed, in particular, but not exhaustively, Project Plan, Functional Requirement Specifications, Statements of Work, Acceptance Plans, Statements of Completion, Change Order Requests. In addition, the City Project Manager shall ensure proper and timely availability of all City personnel required by the Vendor for successful completion of project tasks, in particular, but not exhaustively, Business and Systems Analysts, IT staff, Subject Matter Experts. The City designates Cathy Loveland to be its City Project Manager, but reserves the right to appoint another person as City Project Manager upon written notice to the Vendor.
3. Formal Completion Statement. No later than thirty (30) days after Go-Live of the software system, the City shall provide the Vendor with a written statement of completion. This statement of completion shall certify that the software has been implemented successfully except where noted in as an exception to this statement.
4. Applicable Taxes and Exemptions. The City shall be responsible for any sales tax due on fees associated with this project. If the City is exempt from sales taxes associated with this project, the City shall provide the Vendor with an exemption certificate prior to execution of this contract.
5. Project Plan. The City shall be responsible for meeting specific milestones and providing specific deliverables that will be defined and mutually agreed to in the Project Plan. Should the City fail to meet the agreed milestones or to provide the agreed deliverables, the Vendor will inform the City of the consequences thereof and reserves the right to modify the project plan accordingly.

SECTION IV COMPENSATION

1. Compensation. In consideration of the performance by Vendor of the Services, the City shall pay to the Vendor compensation at the rates set forth in Attachment 1 attached hereto and incorporated herein by reference. Total compensation under this Agreement shall not exceed the total contract amount as indicated in Attachment 1 without written approval of the City's Project Manager (the "Compensation").
2. Extra Service. The Vendor shall not receive additional compensation for any extra service unless such extra service has been authorized in writing by the City prior to the commencement of the extra service. The City shall pay the Vendor for extra service in accordance with the fee schedule set forth in Attachment 1. As used herein, "Extra Service" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement or for which initial assumptions driving estimated efforts are no longer valid.
3. Payment of Compensation. The Vendor shall submit invoices to the City on a monthly basis, or on such other basis as may be mutually agreed upon by the Parties. Each invoice will be itemized. The City shall make payments to the Vendor within thirty (30) days following the date of receipt of the invoice, unless the City disputes the amount of the Compensation the Vendor claims it is owed under this Agreement. Any disputed amount shall be handled as discussed herein.
4. Reimbursements. Vendor shall not be reimbursed for any expenses unless authorized in writing by City. Such reimbursable expenses, if approved, shall include only those expenses which are reasonably and necessarily incurred by Vendor in the interests of the Project. Reimbursable expenses will be paid only at the actual cost to the Vendor, with no mark-up for overhead or profit.
5. Disputed Sums. The City may withhold up to ten percent (10%) of any disputed portion of Compensation until resolution of the dispute with the Vendor. Such withholding by the City shall not be deemed to constitute a failure to pay by the City. The Vendor shall not have the right to allege a breach of this Agreement for failure to pay by the City and to discontinue its performance of the Services hereunder for a period of thirty (30) days from the date Compensation is withheld hereunder. The City's Project Manager and the Vendor's Project Manager shall attempt to promptly resolve the dispute. The Vendor shall have an immediate right to appeal to the City Manager with respect to withheld amounts. The determination of the City Manager with respect to such matters shall be final, subject to the mediation provisions provided herein. Nothing herein shall be construed as limiting the Parties rights to pursue all available legal remedies.

6. Mediation. Should any dispute arise out of the termination or abandonment of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by the American Arbitration Association, Judicial Arbitration and Mediation Service (JAMS) or other agreed-upon service. The mediator shall be selected by a "blindfolded" process. The mediation shall take place in or around Kansas City, Missouri.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action arising out of the termination or abandonment of this agreement without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 30 days, unless the parties extend the maximum time by mutual agreement.

SECTION V EXPIRATION AND TERMINATION

1. Events of Default. Each of the following events shall constitute an "Event of Default":
 - A. The Vendor shall fail to observe, perform or comply with any material term, covenant, agreement or condition of this Agreement which is to be observed, performed or complied with by the Vendor, if such failure continues uncured for thirty (30) calendar days after the City gives the Vendor written notice of the failure and the specific nature of such failure.
 - B. The Vendor shall commit any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional breach of any provision of this Agreement.
2. Termination Upon Event of Default. In addition to any other available legal or equitable rights or remedies, upon an Event of Default by the Vendor, the City shall have the right to terminate this Agreement upon written notice to the Vendor.
3. Expiration. Unless extended as provided for herein, this Agreement shall naturally expire on the Completion Date.
4. Payment Upon Termination. Upon a termination of this Agreement, the City shall pay to the Vendor the part of the Compensation which would otherwise be payable to the Vendor with respect to the Services which had been adequately completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.
5. Termination by Vendor. Vendor may terminate this Agreement only upon the substantial breach by the City of a material provision of this Agreement.

VI GENERAL PROVISIONS

1. Nondiscrimination by the Vendor. The Vendor represents and agrees that the Vendor, its affiliates, subsidiaries, or holding companies do not and will not discriminate against any subcontractor, Vendor, employee, or applicant for employment because of race, religion, color, sex, handicap, national origin or any other protected classification under federal or state law. Such nondiscrimination shall include, but not be limited to, the following: employment, upgrading, demotion, transfers, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. City's Rights to Employ Other Vendors. The City reserves the right to employ other Vendors in connection with this Project.
3. Conflicts of Interest; Prohibited Interests.
 - A. The Vendor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose financial interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interests.
 - B. If subject to the Act, the Vendor shall conform to all requirements of the Act. Failure to do so constitutes an "Event of Default" of this Agreement, and is grounds for termination of this Agreement by the City.

14. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on, and shall inure to, the benefit of the successors and assigns of the respective parties.
15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.
16. Captions. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement.
17. Construction. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party.
18. Cooperation/Further Acts. The Parties shall fully cooperate with one another in attaining the purposes of this Agreement. In connection therewith, the Parties shall take any additional further acts and steps and sign any additional documents as may be necessary, appropriate and convenient to attain the purposes of this Agreement.
20. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
21. Incorporation of Recitals and Attachments.
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated into the Agreement by reference as though fully set forth herein.
 - B. The "Attachments" constitute a material part hereof, and are hereby incorporated into the Agreement by reference as though fully set forth herein.

22. References.

All references to the Vendor shall include all personnel, employees agents and sub-Vendors of the Vendor.

Attachment 1 – Payment Milestones and Deliverables

Attachment 2 – Software License and Support Agreement

Schedule A – List of Software and Term of License

Schedule B – Service Level Agreement

Attachment 3 – Software Escrow Agreement

**Attachment 1
Payment Milestones and Deliverables**

Software Licensing-Phase 1	Deliverables	Payment Milestone	Payment Terms
<p>Software Licenses Include:</p> <ul style="list-style-type: none"> 64 CityView Application Client - Desktop 1 CityView Application Client - Browser 1 CityView Server 46 CityView GIS Extensions (1 Advanced; 45 Basic) 1 CityView Application Builder 1 CityView Public Portal <p>PreBuilts:</p> <ul style="list-style-type: none"> 1 CityView Property Information 1 CityView Permits & Inspections 1 CityView Code Enforcement 1 CityView Planning 1 CityView Cashiering 	<p>MSC will:</p> <ul style="list-style-type: none"> • Set up as a client on FTP site • Provide documentation to download the latest version of CityView off the FTP site • Send the licensing key for CityView Licenses • Provide documentation to download the PreBuilts from the FTP site 	<p>\$239,500</p>	<p>Invoiced and due upon execution of the Contract.</p>
Phase 1-PreBuilt Implementation Permits & Inspections, Planning, Code Enforcement, Property & Cashiering PreBuilts	Deliverables	Payment Milestone	Payment Terms
Project Management	Ongoing management of all implementation services described below.	\$ 20,000.00	1/3 due upon execution of the Contract; 1/3 due upon commencement of configuration & customization; 1/3 due at Go-Live.
Project Kickoff Data Collection (onsite)	Onsite meeting to kick off the project and collection of required data.	\$ 13,000.00	Due upon completion of onsite data collection
SME Training (Runs concurrently with Data Collection.	One day of onsite SME Training with up to 4 students per day for each PreBuilt.	\$ 16,000.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
Configuration & Customizations	Configure PreBuilts based on Client Information provided in the Worksheets.	\$ 21,875.00	Due upon completion of the configuration
Initial Data Conversion	Convert both data into the Client database. Validate data conversion with client and test environment.	\$ 20,000.00	Due upon completion of the initial data conversion
Remote Infrastructure Review	Remote review of client's hardware infrastructure.	\$ 2,500.00	Due upon completion of remote infrastructure review
Installation (remote)	Setup environments (production & test) on client site. Test to ensure proper operation. May require on site setup determined at Kickoff Meeting.	\$ 3,750.00	Due upon completion of the remote installation

On Site Implementation and Validation Training.	Validate initial configuration with the client onsite and implement any refinements arising out of the validation.	\$ 18,750.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
System Administrator, Reporter & Designer (Application Builder) Training	3 day course for System Administrators.	\$ 4,800.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
Configuration Refinement	Make any changes to configurations based upon initial implementation and validation.	\$ 12,000.00	Due upon completion of Configuration Refinement
End User Training	Onsite training for users of the PreBuilts: <ul style="list-style-type: none"> • Property Information • Permits & Inspections • Code Enforcement • Planning • Cashiering 	\$ 22,125.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
Data Update / Install (Remote)	Final data update/conversion to get current data into client database for go-live. Must be the same scripts used in initial data conversion. Data must be verified by both MSC and Client before go-live. Sign off required.	\$ 5,000.00	Due upon completion of final data conversion
Offsite (standard) Go Live Assistance (remote)	Go Live assistance.	\$ 4,000.00	Due upon Go Live.
Total Services-Phase I		\$ 163,800.00	

Annual Software Maintenance-Phase 1	Deliverables	Payment Milestone	Payment Terms
ASM-Phase 1	Provides: <ul style="list-style-type: none"> • All major and minor software upgrades • Unlimited technical support; • Prepaid registration at the annual User Conference for 2 attendees; • Unlimited access to the Municipal Software FTP site • Unlimited access to the Municipal Software Knowledgeshare 	\$ 49,700.00	Due upon the first anniversary of the initial project going live. Annual increase thereafter of 4%.

Public Portal Fee	Provides: Unlimited citizen access to online services including: • Apply for a permit; check status of a permit; pay for a permit • Schedule an inspection or check status of an inspection • File a code complaint • View Planning application status, reviews and hearings	\$ 10,000.00	Included in Licensing cost above as a one time License fee, subject to terms of License payment above and ASM.
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Summary of Investment-Phase 1	Price
Total Services & Training-Phase 1	\$ 163,800.00
Total Licensing-Phase 1	\$ 239,500.00
Total Phase 1 Project (Excluding Options & Travel)	\$ 403,300.00

Travel Costs-Phase 1	Deliverables	Payment Milestone	Payment Terms
Standard Implementation Travel Costs	Budget for travel and expenses for services to be conducted on site at Lee's Summit (including the Sys Admin Training, the budget assumes 5 on site trips and 31 days spent on site). If additional travel is mutually agreed to be warranted, this will be charged at actual cost of travel and accommodation expenses plus \$50/day per diems for meal expenses. Invoiced on commencement of on site services and due net 30 days	\$ 8,000.00	Invoiced on commencement of on site services and due net 30 days
System Administrator Training Travel	Budget for travel and expenses for services to be conducted on site at Lee's Summit (including the Sys Admin Training, the budget assumes 5 on site trips and 31 days spent on site). If additional travel is mutually agreed to be warranted, this will be charged at actual cost of travel and accommodation expenses plus \$50/day per diems for meal expenses. Invoiced on commencement of on site services and due net 30 days	\$ 2,100.00	Invoiced on commencement of on site services and due net 30 days
Total Travel Costs-Phase 1		\$ 10,100.00	

Software Licensing-Phase 2	Deliverables	Payment Milestone	Payment Terms
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Software Licenses Include:
5 CityView Application Client - Desktop

PreBuilts:
1 CityView Licensing

MSC will:

- Set up as a client on FTP site
- Provide documentation to download the latest version of CityView off the FTP site
- Send the licensing key for CityView Licenses
- Provide documentation to download the PreBuilts from the FTP site

\$22,500

Invoiced and due upon initialization of Data Collection of Phase 2.

Summary of Agreement	Price
Total Licensing-Phase 1	\$ 239,500.00
Total Services & Training-Phase 1	\$ 163,800.00
Total Travel Costs-Phase 1	\$ 10,100.00
Total Licensing-Phase 2	\$ 22,500.00
Total Phase 1 Licensing, Services, Training, Travel	\$ 413,400.00
Total Phase 2 Licensing	\$ 22,500.00

Phase 2-PreBuilt Implementation Licensing PreBuilt.*	Deliverables	Payment Milestone	Payment Terms
Project Management*	Ongoing management of all implementation services described below.	\$ 5,000.00	13 due upon Project Kickoff/Data Collection; 1/3 due upon commencement of configuration & customization; 1/3 due at Go-Live.
Project Kickoff Data Collection (onsite)*	Onsite meeting to kick off the project and collection of required data.	\$ 3,000.00	Due upon completion of onsite data collection
SME Training (Runs concurrently with Data Collection.*	One day of onsite SME Training with up to 4 students per day for each PreBuilt.	\$ 4,250.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
Configuration & Customizations*	Configure PreBuilts based on Client Information provided in the Worksheets.	\$ 5,000.00	Due upon completion of the configuration
Initial Data Conversion*	Convert both data into the Client database. Validate data conversion with client and test environment.	\$ 6,250.00	Due upon completion of the initial data conversion
Remote Infrastructure Review*	Remote review of client's hardware infrastructure.	\$ -	Due upon completion of remote infrastructure review
Installation (remote)*	Setup environments (production & test) on client site. Test to ensure proper operation. May require on site setup determined at Kickoff Meeting.	\$ -	Due upon completion of the remote installation

On Site Implementation and Validation Training.*	Validate initial configuration with the client onsite and implement any refinements arising out of the validation.	\$ 3,250.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
Configuration Refinement*	Make any changes to configurations based upon initial implementation and validation.	\$ 2,000.00	Due upon completion of Configuration Refinement
End User Training*	Onsite training for users of the PreBUILTs: • Licensing	\$ 2,625.00	Invoiced 1 week prior to the first day of training. Travel costs billed as incurred.
Data Update / Install (Remote)*	Final data update/conversion to get current data into client database for go-live. Must be the same scripts used in initial data conversion. Data must be verified by both MSC and Client before go-live. Sign off required.	\$ -	Due upon completion of final data conversion
Offsite (standard) Go Live Assistance (remote)*	Go Live assistance.	\$ 1,000.00	Due upon Go Live.
Total Services-Phase 2*		\$ 32,375.00	

***Actual amount of Phase 2 Services to be determined prior to Phase 2 Kickoff and Data Collection; pending further discussion of configuration requirements to be distributed between MSC and City of Lee's Summit after Phase 1 System Administrator, Designer & Reporter Training.**

Annual Software Maintenance-Phase 2	Deliverables	Payment Milestone	Payment Terms
ASM-Phase 2	Provides: • All major and minor software upgrades • Unlimited technical support; • Prepaid registration at the annual User Conference for 1 attendee; • Unlimited access to the Municipal Software FTP site • Unlimited access to the Municipal Software Knowledgeshare	\$ 4,500.00	Due upon the first anniversary of the initial project going live or upon Go-Live of Phase 2, whichever occurs last. Annual increase of 4% thereafter.
Summary of Investment-Phase 2		Price	
Total Services & Training-Phase 2*		\$ 32,375.00	
Total Licensing-Phase 2		\$ 22,500.00	
Total Phase 2 Project (Excluding Options & Travel)*		\$ 54,875.00	

Travel Costs-Phase 2	Deliverables	Payment Milestone	Payment Terms
Standard Implementation Travel Costs*	Budget for travel and expenses for services to be conducted on site at Lee's Summit (including the Sys Admin Training, the budget assumes 5 on site trips and 31 days spent on site). If additional travel is mutually agreed to be warranted, this will be charged at actual cost of travel and accommodation expenses plus \$50/day per diems for meal expenses. Invoiced on commencement of on site services and due net 30 days	\$ 8,000.00	Invoiced on commencement of on site services and due net 30 days
Total Travel Costs-Phase 2		\$ 8,000.00	

Optional Services	Deliverables	Payment Milestone	Payment Terms
Any Optional Services or Change Orders	As requested; to be billed at a rate of \$150 per hour plus 20% Project Management. If additional travel is mutually agreed to be warranted, this will be charged at actual cost of travel and accommodation expenses plus \$50/day per diems for meal expenses.	TBD	Projects to be billed as due upon completion; Travel to be billed as incurred.
Total Optional Services		\$ -	

ATTACHMENT 2



SOFTWARE LICENSE AND SUPPORT AGREEMENT

1. LICENSE

Municipal Software Corporation (hereinafter called 'MUNICIPAL') hereby grants to the person or corporation who purchased this License (hereinafter called the 'Licensee') a non-transferable, non-exclusive license to:

- (a) Use the CityView application software (hereinafter called the 'PROGRAM'), containing the system modules described in Schedule "A" attached to this document. The PROGRAM is in "use" on a computer when it is loaded into temporary memory (i.e., RAM) of that computer;
- (b) Copy the PROGRAM into any machine readable or printed form for back-up, archival or modification purposes in support of the Licensee's use of the PROGRAM on the computer system PROVIDED THAT:
 - (i) the Licensee shall maintain a record of the number and location of copies made; and
 - (ii) the copies, together with the original, shall remain the property of MUNICIPAL;
- (c) Modify the PROGRAM or merge it with another program for the Licensee's use on any single machine PROVIDED THAT:
 - (i) any portion of the PROGRAM modified or merged into another program shall continue to be subject to the terms and conditions of the Agreement; and
 - (ii) upon termination of this Agreement, the PROGRAM or portion thereof shall be completely removed from the modified or merged program and destroyed or returned to MUNICIPAL at the request of MUNICIPAL.

2. SUPPORT

In consideration of payment of the annual support and maintenance fee, MUNICIPAL will provide:

- (a) Priority response on support requests regarding licensed programs (and PROGRAM updates) as defined in the Service Level Agreement (hereinafter called the "SLA") as described in Schedule "B",
- (b) Remote diagnosis of operational issues related to the PROGRAM and PROGRAM updates, provided that the Licensee has obtained, at its cost, the necessary software, hardware and instruction to allow MUNICIPAL to provide such assistance.
- (c) PROGRAM updates for licensed programs at no extra charge except for magnetic media and courier costs, these updates to include minor changes, enhancements, improvements, and problem resolutions (excludes all Xpress Licensees);

In consideration of the services set out above, the Licensee agrees to pay for each Licensed User installation, the software maintenance charge which shall be submitted by MUNICIPAL no later than one month prior to the date of expiration as specified in Schedule "A" (excludes all Xpress Licensees).

3. ACCESS TO PROGRAM SOURCE CODE (excludes all Xpress Licensees)

MUNICIPAL acknowledges that it has entered into an agreement (hereinafter called the "Escrow Agreement") with Jones Emery Hargreaves Swan, Barristers and Solicitors, having an office at Suite 1212 - 1175 Douglas Street in the City of Victoria, in the Province of British Columbia. A copy of the Escrow Agreement is attached to the Commercial Services Agreement as Attachment 3. Said Escrow Agreement provides that a Licensee may gain access to program source code for purposes of maintaining and supporting their PROGRAM licenses all as provided in the Escrow Agreement.

MUNICIPAL agrees that for so long as this Software License and Support Agreement is in effect it will deposit and periodically update, at MUNICIPAL's sole cost, a copy of the current version of the PROGRAM source code for all programs for which the Licensee holds licenses as described in Schedule "A" attached hereto in Escrow.

MUNICIPAL further agrees that for so long as this Software License and Support Agreement is in effect it will take no steps or actions which would have the effect of modifying or eliminating the Escrow Agreement without first having received written permission from the Licensee to so do.

4. TERM

This Agreement is effective upon installation and/or payment of the license fee and shall remain in effect for the term set out in schedule "A" attached hereto, and upon expiration of the initial term shall automatically renew for an identical term upon payment of the annual support and maintenance fee for the renewal term. This Agreement may be renewed for up to four (4) renewal terms. This Agreement will terminate should Licensee fail to pay the annual support and maintenance fee for any renewal term prior to the anniversary date of this Agreement. The Licensee may terminate this Agreement upon the giving of not less than sixty (60) days written notice to MUNICIPAL prior to each anniversary date of this Agreement. The Licensee may also terminate this Agreement provided that MUNICIPAL is in breach of this Agreement and MUNICIPAL has not responded to the Licensee within thirty (30) days from the date of the written request of the Licensee, which response did not reasonably include an identification of the problem, the timetable for resolution, and the proposed scope of the work required to resolve the problem. MUNICIPAL can terminate this Agreement if the Licensee is in breach of this Agreement and fails to cure such breach within thirty (30) days after written notice from MUNICIPAL, including for non-payment within sixty (60) days of invoice date. In case of termination, the Licensee shall at the request of MUNICIPAL either:

- (a) Destroy the PROGRAM together with all copies, modifications and merged portions, or
- (b) Return the PROGRAM together with all copies, modifications, and merged portions to MUNICIPAL.

Upon termination the Licensee shall certify in writing that the original and all copies, modifications and merged portions in any form have either been returned to MUNICIPAL or have been destroyed. Sections 5, 6, 7 and 8 shall continue on and survive notwithstanding termination of this Agreement.

5. MUNICIPAL'S PROPRIETARY RIGHTS

The grant of the License herein contained permits the limited use of the PROGRAM by the Licensee. Title to and all property in the PROGRAM, its name, logo and computer stored data shall remain exclusively with MUNICIPAL.

The Licensee hereby acknowledges that the PROGRAM is the property of MUNICIPAL, constitutes a MUNICIPAL trade secret, and agrees to exercise due care and diligence in safeguarding the PROGRAM and MUNICIPAL's proprietary interest.

The Licensee also acknowledges that any negligence or deliberate violation of this Agreement on its part which results in failure to protect MUNICIPAL's proprietary interest in the PROGRAM shall actually and materially damage MUNICIPAL. In the event that MUNICIPAL feels that there is cause for damage, it is MUNICIPAL's responsibility to provide notice of damage and proof of damage. As part of this notice and proof of damage requirement, MUNICIPAL will be responsible for quantification of damages. Licensee shall have 30 days to respond to this notice prior to any further action.

In order to ensure compliance with the terms of this Agreement, MUNICIPAL shall be entitled, upon reasonable notice to Licensee and subject to MUNICIPAL's compliance with Licensee's reasonable security measures, to enter upon the Licensee's premises during normal business hours and require the Licensee to produce such information, records and documents as may be required to ascertain compliance.

MUNICIPAL may revise or update the PROGRAM or its product from time to time but shall have no obligation to provide such revision or update to the Licensee, unless the Licensee has paid in full the Annual Software Maintenance fee.

6. LIMITED WARRANTY

MUNICIPAL warrants only that:

- (a) the application shall perform as specified in MUNICIPAL's response to the functional requirements contained in RFP #07-188 and to the Scope Document to be produced as part of the Implementation except where differences may be noted in the Scope Document. Where differences are noted in the Scope Document, the Scope Document shall be the prevailing document.

- (b) the CD or diskette or cassette or magnetic tape on which the PROGRAM (including PROGRAM updates) is provided, shall be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery to the Licensee as evidenced by the Licensee's delivery receipt.

Except as specifically provided above, MUNICIPAL expressly disclaims all warranties in the PROGRAM, including, but not limited to the implied warranties of quality or fitness for a particular purpose. Except as provided in 6(a) above, the Licensee assumes sole responsibility for the selection of the PROGRAM to achieve the Licensee's intended results, and for the installation, use and results obtained from the PROGRAM.

7. LIMITATIONS OF REMEDIES

MUNICIPAL's entire liability and the Licensee's exclusive remedy shall be:

- (a) If MUNICIPAL is unable to deliver the application described in 6(a) above, Licensee shall have the option of terminating this Agreement by providing written notice thereof to MUNICIPAL. MUNICIPAL shall have ninety (90) days following such notice to provide an acceptable application to Licensee. Should MUNICIPAL fail to provide an acceptable application within the time allowed, Licensee shall be entitled to a refund in full of licensing fees.

In no event shall MUNICIPAL'S liability to the Licensee for any damages, including any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use the PROGRAM exceed the limits of any applicable insurance coverage which MUNICIPAL may obtain and maintain pursuant to contractual requirements with Licensee.

8. INJUNCTIVE RELIEF

The Licensee agrees that the breach of any term, provision or condition of this Agreement by the Licensee may cause irreparable damage to MUNICIPAL in which case an award of damages may not be adequate relief to MUNICIPAL. Therefore, the Licensee agrees that in addition to all the remedies available to MUNICIPAL in the event of any breach of this Agreement by the Licensee, MUNICIPAL shall have the right to obtain timely injunctive relief to protect its proprietary right.

9. GOVERNING LAW

The validity and interpretation of this Agreement and each clause and part thereof shall be governed by the law of the State of Missouri without reference to principles of conflict of laws.

10. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed on by the parties hereto with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

11. RIGHT TO ASSIGN

This Agreement and the rights and liabilities hereunder shall not be assigned by the Licensee unless consent in writing is obtained from MUNICIPAL.

12. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

13. DELIVERY AND PAYMENT

Acceptance of delivery of payment of the licenses or software maintenance constitutes acceptance of the terms of this Agreement.

**SCHEDULE A
LIST OF LICENSED SOFTWARE AND TERM OF LICENSE**

This is Schedule 'A' attached to and made part of a Software License and Support Agreement dated _____, 2008 between Municipal Software Corporation and the City of Lee's Summit. The term of license is set forth in paragraphs 3.2.1 Phase I and 3.2.2 Phase II of the Service Agreement.

This Software License and Support Agreement is valued at \$49,700.00 for Phase I and an additional \$ 4,500.00 for Phase II.

The following concurrent program licenses consist of:

QUANTITY	PRODUCT DESCRIPTION
69	Application Client
1	Application Builder
1	Browser Client
46	GIS Extension

In addition to the above, the City of Lee's Summit has purchased the following CityView Products:

CityView Public Portal

CityView Server

CityView PreBuilds:

CityView Property Information

CityView Permits & Inspections

CityView Code Enforcement

CityView Planning

CityView Cashiering

CityView Licensing

**SCHEDULE B
SERVICE LEVEL AGREEMENT**

**Getting Started
CityView Standard Support
Service Level Agreement**

July 3, 2008

CityView Standard Support – Service Level Agreement

Contract Term: 1 Year (renewable annually)

Support Requests Allowed: Unlimited

Support Channels

Web: *Submit Support Requests and check previously submitted incidents on a 24x7 basis through a web-enabled CRM.* www.municipalsoftware.com/supportrequests

Search the Knowledge Base www.municipalsoftware.com/knowledgeshare

Downloadable Updates: <http://www.municipalsoftware.com/downloads>

Telephone: *Available between 5:30 am and 5:30 pm PT on regular business days.* 1.866.988.8324

Email: *Will be logged to the Municipal Software CRM.* support@municipalsoftware.com

What to Expect from Customer Support

Hours of Coverage

Coverage hours are 5:30 a.m. to 5:30 p.m. Pacific Time from Monday through Friday, excluding Municipal Software observed holidays. Only those statutory holidays that coincide between Canada and the United States are observed by Municipal Software Customer Support.

Support Requests

There are three methods to log a Support Request – online, by phone and by e-mail.

Our online support system allows you to enter the problem details through the website noted above. You will immediately receive a computer-generated message that acknowledges receipt of your Support Request including details of the problem and a tracking number. Each time the status of this incident changes, you will receive a notification.

Telephone calls to Customer Support will be answered live during business days. If we are helping another Customer and are unable to answer the phone, please leave a message, with your contact information, Support Request tracking number, and a description of the issue. We respond to messages in a priority sequence.

You can also send us an email to open a Support Request or follow up on an existing issue. We respond to emails in a priority sequence.

Support Request Prioritization

Customer Support has guidelines, specified in Table 1 below, for prioritizing Support Requests. Requests are processed in order of priority followed by order of submission.

Table 1. Service Level Agreement

Priority	Definition	Initial Response Time*	Commitment (Municipal Software and Customer)	Examples
1 High	Operation/Service down or critically impacted. Business process impacted. No known workaround.	2 Hours	Municipal Software and Customer will commit necessary resources to fix problem or obtain a workaround.	<ul style="list-style-type: none"> ▪ Users cannot login ▪ Business process halted
2 Medium	Operation affected, but not down. Business process is not affected. Workaround may be available.	4 Hours	Municipal Software and Customer will commit resources during normal business hours to resolve issue or obtain workaround.	<ul style="list-style-type: none"> ▪ Cannot print ▪ Cannot process payments ▪ Application response is exceptionally slow
3 Normal	Moderate to negligible impact. No impact to business.	24 Hours	Municipal Software and Customer will commit necessary resources during normal business hours to restore operation to satisfactory levels.	<ul style="list-style-type: none"> ▪ Non-critical feature not working ▪ Feature works but requires user intervention
4 Info.	Request for information, documentation issues, and enhancement requests.	48 Hours	Request-dependent.	<ul style="list-style-type: none"> ▪ Help file clarification ▪ Form design not in production

- Response time targets are during business hours only.

Follow-up and Resolution

If we require additional information relating to your Support request, we will contact you by email or phone for that information. We strive for as quick a resolution as possible and we will provide an estimated resolution time, if possible, providing we have all required information. Due to the complexity and variety of issues we are unable to guarantee resolution times. We will keep your Service Request open and notify you when a resolution is available.

Feature Requests

If you come across an idea that you think might make an enhancement to CityView, your input is always welcome. Please submit your suggestions through regular support channels. Any suggestions for enhancements become the property of Municipal Software. Municipal Software may use this information for any Municipal Software business purposes, without restriction, including for product support and development. Municipal Software will not use information in a form that personally identifies you.

Guidelines for working with Customer Support

Municipal Software wants to be as responsive as possible to your support needs. To accomplish this goal, we ask that you be an active part of the process. Following these guidelines will help us achieve a quicker resolution to your issues.

Designate your Primary Contacts

Designate up to three users to submit Support Requests. These users should be trained in the use of CityView and constitute the first line of support for your organization.

Additional Information and Response

- **Knowledge:** Your designated contacts should be experienced in the installation, operation, and maintenance of the hardware, desktop, and network operating systems, and applications in your environment before you install CityView.
 - **Self-sufficiency:** We ask you to be as self-sufficient as possible when you encounter problems. You can do this by referring to technical documentation for your environment and by searching the Municipal Software website to determine if your issue is addressed before you submit it to us.
 - **Preparation:** When you call support, please be prepared to provide the same level of information as is requested on the request submission form. You can help reduce the time to resolution by completing the online support request form and attaching files as directed. Then, simply provide us with the request number when you call. We ask that you have immediate access to the computer(s) on which Municipal Software products are running.
- **Information Collection:** As with any troubleshooting process, accurate and timely resolution depends on information. When you file a Support Request, please provide the following:
 - A detailed description of the issue,
 - A description of the steps you have taken to deal with the problem,
 - A timeline of how long the issue has existed or changed over time, and,
 - Attach any appropriate log files.

If we do not have this information, or we require more information, we will contact you. Note that if contact you for information or we don't hear back from you in ten business days, we will close your Support Request and mark it as "Closed".
- **Access to your System**

During the troubleshooting process, it may be necessary to access your CityView environment and related technologies. To accomplish this, you need to:

 - provide us with VPN access to your CityView and database servers with administrator access or,
 - Allow firewall access to www.copilot.com or www.webex.com, and,
 - Have your servers able to access ftp.municipalsoftware.com.

Limitations

The following are not covered by Municipal Software's Standard Support Agreement, but may be available as separate services on a time and materials basis:

- a) Services required due to misuse of Municipal Software maintained software;
- b) Services required due to software corrections, customizations, or modifications not developed by Municipal Software;
- c) Services required by the Customer to be performed by Municipal Software outside of Municipal Software's regular business hours;
- d) Services required to resolve or work-around problems that cannot be reproduced in Municipal Software's support environment;
- e) Services which relate to tasks other than maintenance of the Customer's existing implementation and configuration of CityView, including but not limited to, enhancing or adapting CityView for specific operating environments;
- f) Services requested by the Customer to implement software updates provided by Municipal Software.

Your Support Team



David Arrowsmith, Manager, Customer Support

Dave Arrowsmith joined Municipal Software in December 2006 as the Manager, Customer Support. Dave and his team handle all CityView related support issues and project deployment. Dave brings significant support-related experience to Municipal Software from his work with both private and public sector industry organizations. Prior to joining Municipal, Dave ran the Support department for a top 100 online retailer and established a fraud prevention team and technical writing group. Dave also established his own successful GIS consulting business, worked for a variety of high tech firms and the Canadian military in the Geomatics division.

Contact: DArrowsmith@MunicipalSoftware.com; 1.800.665.5647 ext. 244



John Edwards, Senior Support Engineer

John brings 10 years of experience in IT, a Computer Engineering Technologist designation and an MCSE designation to his position at Municipal Software. With 5 years of experience supporting CityView he has seen the evolution from its 7.x JET only days to today's smart client technology.

Contact: JEdwards@MunicipalSoftware.com; 1.800.665.5647 ext. 233



George Payer, Support Engineer

George has been part of the Municipal Software support team since 2005. Prior to joining the Company he worked for companies like Compaq and HP. His last position dealt with law enforcement arrest and booking software as well as database integration applications. He has also worked as a Network Administrator for a Northern Alberta Oil Refinery.

Contact: GPayer@MunicipalSoftware.com; 1.800.665.5647 ext. 257

**ATTACHMENT 3
ESCROW AGREEMENT**

To: Jones Emery Hargreaves Swan
Barristers and Solicitors
Suite 1212 - 1175 Douglas Street
Victoria, B.C.
V8W 2E1

To: Each Declarant (as defined hereunder)

Municipal Software Corporation acknowledges that each licensee under the terms of a valid, current Municipal Software Corporation Software License and Support Agreement which is not in default (the "Declarant") is a beneficiary under this Escrow Agreement and entitled to enforce legal rights and remedies hereunder.

1. Upon receipt by Jones Emery Hargreaves Swan of a Statutory Declaration from the Declarant or an authorized officer of the Declarant containing the following provisions:

- (a) The Declarant is a party to a Municipal Software Corporation Software License and Support Agreement and the Declarant is not in default under the terms of the agreement;
- (b) The Declarant has requested in writing performance of the Software License and Support Agreement by Municipal Software Corporation;
- (c) Municipal Software Corporation has not responded in writing to the Declarant within 30 days from the date of the written request of the Declarant, with a response which did not reasonably include an identification of the problem, the timetable for resolution, and the proposed scope of the work required to resolve the problem;
- (d) Notice of the intention of the Declarant to exercise the provisions of this Escrow Agreement has been served upon Municipal Software Corporation not less than 14 days prior to the date of execution of the Statutory Declaration;
- (e) The Declarant undertakes to copy the program source code, the subject of the Escrow Agreement, and to return the original to Jones Emery Hargreaves Swan and to use the program source code only for the purposes of supporting and maintaining its Municipal Software Corporation software program for its own internal corporate purposes;

Jones Emery Hargreaves Swan shall release to the Declarant the program source code as deposited by Municipal Software Corporation in a sealed envelope with Jones Emery Hargreaves Swan pursuant to this Escrow Agreement;

2. Municipal Software Corporation shall, during the term of this agreement, submit revised copies of the source code in a sealed envelope together with a list of current approved declarants entitled to receive the same subject to the conditions in (1) above. Such revisions shall be accompanied by a certificate from Municipal Software Corporation stating that:

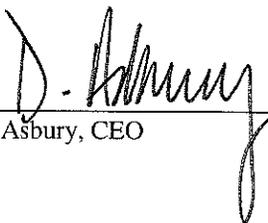
- (a) The contents of the escrowed materials are complete and would be understandable and useable by a reasonably knowledgeable computer programmer.
- (b) The contents accurately reflect the most current version of the licensed programs by the Licensee.
- (c) The contents incorporate all changes made to the licensed programs or the source material from the previous time the escrowed materials were delivered to Jones Emery Hargreaves Swan under this agreement.
- (d) The contents contain a separate CD or diskette that contains the CityView License Key Generator Program with instructions for use, and,
- (e) The contents contain no passwords, or other device that would prevent or prohibit the use of the escrowed materials at any time.

3. Municipal Software Corporation will ensure that revised copies of the source code will be placed with Jones Emery Hargreaves Swan within thirty (30) days after the public release of a licensed program or a licensed program update.

4. Jones Emery Hargreaves Swan shall, upon receiving such a certificate from Municipal Software Corporation, notify each of the declarants mentioned in (2) above, by mail of such receipt.
5. It is understood that the duties of Jones Emery Hargreaves Swan, as escrow holder are limited to those expressly set forth herein and, in addition to the carrying out of escrow instructions, are limited to taking reasonable care of the subject matter of this agreement. Jones Emery Hargreaves Swan make no representations or guarantee as to the escrow materials and shall not be obligated to inquire into the accuracy or completeness of the escrow materials or any declaration made hereunder. In the event that proceedings in a court of law arise in relation to the subject matter of this Escrow Agreement, Jones Emery Hargreaves Swan shall not be obligated to defend or enter an appearance and shall only be obligated to participate after the Declarant and Municipal Software Corporation have placed sufficient security for Jones Emery Hargreaves Swan's costs of such proceedings.
6. This agreement shall terminate ten (10) years from the date hereof, unless renewed by mutual written agreement. Jones Emery Hargreaves Swan may resign as escrow agent hereunder upon another party accepting the duties and obligations of escrow agent or upon providing the Declarant and Municipal Software Corporation with sixty (60) days advance written notice.

DATED at the City of Victoria, in the Province of British Columbia, this 3 day of July, 2008.

MUNICIPAL SOFTWARE CORPORATION



Dennis Asbury, CEO

||

Exhibit C
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. SCOPE: The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. DEFINITIONS AS USED HEREIN:
 - (a) The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - (b) The term "respondent" means the person, firm or corporation who submits a formal sealed proposal.
 - (c) The term "City" means City of Lee's Summit, MO.
 - (d) The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - (e) The term "contractor" means the respondent awarded a contract under this proposal.
3. COMPLETING PROPOSAL: All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. REQUEST FOR INFORMATION: Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted in writing to the Purchasing Office, 220 S.E. Green Street, Lee's Summit, MO 64063, referencing this RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. CONFIDENTIALITY OF PROPOSAL INFORMATION: Each proposal must be submitted in or under cover of a sealed envelope to provide confidentiality of the information enclosed. The envelope should be sealed and clearly marked with RFP number and the name of the project.

All proposals and supporting documents will remain confidential until a final contract has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. SUBMISSION OF PROPOSAL: Proposals are to be sealed and submitted to the Purchasing Office, 220 S.E. Green Street, Lee's Summit, MO 64063, prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. ADDENDA: All changes, additions and/or clarifications in connection with this proposal will be issued by the Purchasing office in the form of a written addendum. Submit EQUAL number of signed addendum with the number of proposals required. Verbal responses and/or representations shall not be binding on the City.
8. LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS: Proposals received after the date and time indicated on the cover sheet shall not be considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and submitted to the Purchasing Office prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. BONDS: When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. NEGOTIATION: The City reserves the right to negotiate any and all elements of this proposal.
11. TERMINATION: Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted.
 - (a) TERMINATION FOR CONVENIENCE: In the event that the contract is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - (b) TERMINATION FOR CAUSE: Termination by the City for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - (c) TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
12. TAX EXEMPT: The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. SAFETY: All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

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

Para 17 Revised by Legal 1-4-96, Para 21 Revised by Legal 10-31-03, Para 20 Added by Legal 8/02
 Para 17 Revised by Legal 9-14-06, Para 19 Added by Legal 3-12-07, Para 24 Added per Legal 4-12-07
 Para 18 Revised by Legal 4-12-07

EXHIBIT D
ADDENDUM

This Addendum is made this 10 day of July, 2008, to the Service Agreement for Permit Services Software RFP No. 07-188, by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City" and Municipal Software Corporation, a British Columbia incorporated company, hereinafter referred to as "Service Provider".

WHEREAS, the parties entered into the Service Agreement whereby the Service Provider is to provide professional services to City regarding the implementation and licensing of certain software hereinafter referred to as the "City View Product Line"; and

WHEREAS, Service Provider has informed the City that ownership of Service Provider and/or its assets is changing; and

WHEREAS, to provide assurance to the City regarding the services which will be available now and in the future, the parties wish to clarify and supplement the Service Agreement.

NOW, THEREFORE, the City and Service Provider agree as follows:

1. Service Provider agrees that it will provide maintenance and support services for the City View Product Line, for not less than five (5) years following the "Go Live" date as that term is used in the Service Agreement; and that maintenance and support services provided to the City will not be materially different from those described in the attachments to the Service Agreement.

2. If the City View Product Line is discontinued and/or Service Provider makes available a new or replacement product/software which is similar in functionality, then City shall have the option to utilize such new or replacement product/software. This option may be exercised by providing written notice to Service Provider. If City exercises this option, Service Provider will make available to City at no additional cost the server and client software licenses for the new or replacement product/software in a quantity and/or function equivalent to the server and software licenses currently being used by the City with the exception that any third party software products or licenses required will be purchased by the City. In addition, for a period of five (5) years following the "Go Live" date, Service Provider will furnish and provide any and all professional services necessary for migration of the City to the replacement product/software at its cost which is estimated to be approximately fifty percent (50%) of Service Provider's standard rate for such services. Upgrades or updates to the City View Product Line shall not be considered as new or replacement product/software for the purposes of this paragraph.

3. This Addendum shall be binding on Service Provider and its successors or assigns.

4. Except as amended herein the Service Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum the day and year first above written.

City of Lee's Summit

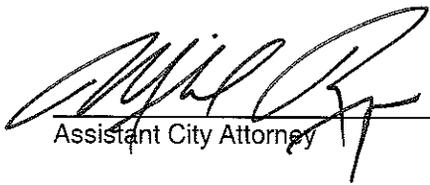


Interim City Manager

7/10/18

Date

Approved as to form


Assistant City Attorney

Municipal Software Corporation



President; CEO

Title

July 3, 2008

Date

Packet Information

File #: TMP-0241, **Version:** 1

AN ORDINANCE APPROVING A LIABILITY INSURANCE PROGRAM FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT FOR THE PERIOD BEGINNING OCTOBER 15, 2016 AND EXPIRING OCTOBER 15, 2017 WITH THE OPTION OF TWO (2) AUTOMATIC ONE (1) YEAR RENEWALS WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE IN AN ANNUAL AMOUNT NOT TO EXCEED \$12,650.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE FOR THE SAME.

Issue/Request:

AN ORDINANCE APPROVING A LIABILITY INSURANCE PROGRAM FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT FOR THE PERIOD BEGINNING OCTOBER 15, 2016 AND EXPIRING OCTOBER 15, 2017 WITH THE OPTION OF TWO (2) AUTOMATIC ONE (1) YEAR RENEWALS WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE IN AN ANNUAL AMOUNT NOT TO EXCEED \$12,650.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE FOR THE SAME.

Key Issues:

The Lee's Summit Municipal Airport's current liability insurance program expires on October 15, 2016.

The City engaged its' insurance broker to market the Airport liability insurance program and received a favorable renewal offer from the incumbent carrier which represents a 20% reduction in premium costs, with a guaranteed three year rate of \$12,650.00 per year.

In the event that the City determines that additional coverage is needed before the expiration of the three year rate guarantee, it can opt to obtain additional coverage without incurring a penalty through the carrier.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING A LIABILITY INSURANCE PROGRAM FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT FOR THE PERIOD BEGINNING OCTOBER 15, 2016 AND EXPIRING OCTOBER 15, 2017 WITH THE OPTION OF TWO (2) AUTOMATIC ONE (1) YEAR RENEWALS WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE IN AN ANNUAL AMOUNT NOT TO EXCEED \$12,650.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE FOR THE SAME.

Background:

In October 2013, the City Council authorized the City Manager to enter into an Agreement with Ace Property and Casualty Insurance Company for a liability insurance program ("Program") for the Lee's Summit Municipal Airport. The Program guaranteed an annual premium rate of \$15,850.00 per year for three years. The Program's final year at that rate was October 15, 2015 to October 15, 2016.

In response to the expiring premium, the City of Lee's Summit engaged the services of its' contracted insurance broker, Lockton Companies, to market the Lee's Summit Municipal Airport's liability insurance program. Over the past three years, the Lee's Summit Municipal Airport has experienced zero reported claims to its liability carrier for losses, which generally results in more favorable premiums.

A total of four (4) providers submitted premium offers to the Lee's Summit Municipal Airport for the provision of airport liability insurance. The most favorable offer came from the incumbent provider, Ace Property and Casualty Company, underwritten by Chubb Aerospace. For the same coverage as the Lee's Summit Municipal Airport currently maintains (\$15,000,000.00 limits), Ace is offering a guaranteed premium rate of \$12,650.00 per year, again with a three year rate guarantee. This represents 20% reduction in the premium cost from the prior insurance program. Other insurance companies and their premium quotes for the same coverage limits were only guaranteed for one year, and were as follows:

Starr Indemnity	\$14,680.00
AIG	\$16,420.00
Endurance Insurance Co.	\$19,000.00

Ace also submitted an offer of coverage to the Lee's Summit Municipal Airport for \$30,000,000 limits for a total annual premium of \$18,750.00, with a three year rate guarantee. If the City determines that, as a result of the growth at the Lee's Summit Municipal Airport, additional limits are needed, the City can opt to move from the \$15,000,000 limits coverage without penalty under Ace's proposal, even with the three year rate guarantee.

Impact/Analysis:

[Enter text here]

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Jackie McCormick Heanue, Chief Counsel of Management and Operations

Staff recommends approval of AN ORDINANCE APPROVING A LIABILITY INSURANCE PROGRAM FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT FOR THE PERIOD BEGINNING OCTOBER 15, 2016 AND EXPIRING OCTOBER 15, 2017 WITH THE OPTION OF TWO (2) AUTOMATIC ONE (1) YEAR RENEWALS WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE IN AN ANNUAL AMOUNT NOT TO EXCEED \$12,650.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE FOR THE SAME.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 16-

AN ORDINANCE APPROVING A LIABILITY INSURANCE PROGRAM FOR THE LEE'S SUMMIT MUNICIPAL AIRPORT FOR THE PERIOD BEGINNING OCTOBER 15, 2016 AND EXPIRING OCTOBER 15, 2017 WITH THE OPTION OF TWO (2) AUTOMATIC ONE (1) YEAR RENEWALS WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE IN AN ANNUAL AMOUNT NOT TO EXCEED \$12,650.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ACE PROPERTY AND CASUALTY INSURANCE COMPANY, UNDERWRITTEN BY CHUBB AEROSPACE FOR THE SAME.

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

WHEREAS, the City currently maintains a liability insurance program for the Lee's Summit Municipal Airport (hereinafter "Airport") through Ace Property and Casualty Insurance Company; and

WHEREAS, the Airport liability insurance program expires on October 15, 2016; and

WHEREAS, the City requested its' broker, Lockton Companies, to market the Airport liability insurance program to obtain quotes for coverage; and

WHEREAS, a total of four (4) offers were submitted by insurance companies to provide liability insurance to the Airport; and

WHEREAS, the incumbent carrier, Ace Property and Casualty Insurance Company, underwritten by Chubb Aerospace, submitted an offer to renew the Airport's liability insurance program at a rate of \$12,650.00 per year, with two automatic renewal options at the same rate, which represented the most favorable offer submitted; and,

WHEREAS, the City desires to accept the quote from Ace Property and Casualty Insurance Company, underwritten by Chubb Aerospace for the provision of Airport liability insurance and enter into an Agreement to procure liability insurance coverage for the period beginning October 15, 2016.

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

SECTION 1. That the quote for Airport liability insurance from Ace Property and Casualty Insurance Company, underwritten by Chubb Aerospace, in an annual amount not to exceed \$12,650.00 with the option of two (2) annual renewals at the same rate is hereby is accepted and the City Manager is authorized to execute any agreements and other documents necessary to effectuate the procurement of said coverage with Ace Property and Casualty Insurance, underwritten by Chubb Aerospace on behalf of the City of Lee's Summit.

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

SECTION 3. That should any section, sentence, or clause of this ordinance be declared

BILL NO. 16-

invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of Lee's Summit, Missouri this _____ day of _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED by the Mayor of said City this _____ day of _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations *Jackie McCormick Heanue*

Packet Information

File #: TMP-0242, **Version:** 1

AN ORDINANCE APPROVING THE CALENDAR YEAR 2017 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, DELTA DENTAL OF MISSOURI, VSP VISION, NEW DIRECTIONS, AND THE STANDARD FOR THE PROVISION OF EMPLOYEE BENEFITS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME.

Issue/Request:

AN ORDINANCE APPROVING THE CALENDAR YEAR 2017 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, DELTA DENTAL OF MISSOURI, VSP VISION, NEW DIRECTIONS, AND THE STANDARD FOR THE PROVISION OF EMPLOYEE BENEFITS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME.

Key Issues:

The City originally entered into agreements with the listed service providers in December, 2014 for the provision of various employee health and welfare benefits under RFP 2014-121, to begin January 1, 2015. Each agreement was for a term of one (1) year with the possibility of two (2) additional renewals for coverage. Agreements to secure coverage for calendar year 2017 will be the final available renewal under the current contracts.

* The City's Group Health Insurance Plan rates through Blue Cross and Blue Shield Of KC will expire on December 31, 2016 and a new benefit and rate confirmation must be approved to continue employee health coverage. A cost-plus addendum is also included, which outlines the payment arrangement between Blue Cross and Blue Shield of Kansas City and the City of Lee's Summit.

* The renewal for health premiums (Blue Cross and Blue Shield of KC) for the year 2017 resulted in an annual increase of 6.5%, far below the budgeted amount of 10%.

* Blue Cross and Blue Shield of KC will continue to fund \$35,000 towards the City's Wellness Program

* No increase in premiums for the VSP (vision plan) for 2017. The plan provides an increase in the eyeglass frame allowance from \$130 to \$160 every 24 months.

* The City negotiated a rate increase of 12% for the Employee Assistance Program (EAP). The cost per employee increased from \$1.53 to \$1.71 per month.

* Delta Dental of Missouri renewal for 2017 increased by 7%. The single rate for the Dental Plan is \$39.78 per month, up from \$37.14 per month and the family rate is \$100.10 per month, up from \$93.54 per month.

* Group Life and Long Term Disability rates were previously guaranteed for three years through agreements with The Standard and rates will not be re-negotiated until mid-2017 for an effective date of January 1, 2018.

Proposed Committee Motion:

I move to recommend to the City Council approval of AN ORDINANCE APPROVING THE CALENDAR YEAR 2017 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, DELTA DENTAL OF MISSOURI, VSP VISION, NEW DIRECTIONS, AND THE STANDARD FOR THE PROVISION OF EMPLOYEE BENEFITS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME.

Background:

The City annually renegotiates the terms of various agreements related to employee benefits programs. In 2017 contracts and rates were negotiated for our health plan through Blue Cross Blue Shield of KC, the dental plan through Delta Dental of Missouri, and the Employee Assistance Program through New Directions. Delta Dental of Missouri previously provided a three year rate guarantee with increases capped at 7%, with 2017 being the third and final year for the rate guarantee. The 2017 increase was implemented at 7%, although, based on claims experience, it would have been expected absent a rate guarantee to see an increase of up to 8.2%. VSP coverage offered a rate hold for 2017 and 2018 and further increased the 24 month frame allowance benefit for members to \$160. The Employee Assistance Program proposed an increase of 15% but through negotiation the overall increase was reduced to 12% for 2017.

The renewal rates for the 2017 Health plan will be effective January 1, 2017 for all employees participating in the City's Health and Welfare plans

Presenter: Denise Kelly - Director of Human Resources

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE CALENDAR YEAR 2017 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, DELTA DENTAL OF MISSOURI, VSP VISION, NEW DIRECTIONS, AND THE STANDARD FOR THE PROVISION OF EMPLOYEE BENEFITS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME.

Committee Recommendation: N/A

AN ORDINANCE APPROVING THE CALENDAR YEAR 2017 EMPLOYEE BENEFIT PROGRAMS, APPROVING AGREEMENTS FOR SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND BLUE CROSS BLUE SHIELD OF KANSAS CITY, DELTA DENTAL OF MISSOURI, VSP VISION, NEW DIRECTIONS, AND THE STANDARD FOR THE PROVISION OF EMPLOYEE BENEFITS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS FOR THE SAME.

WHEREAS, the City enters into Agreements with service providers for the provision of employee benefits including health, dental, vision, and life insurance as well as employee assistance services; and,

WHEREAS, agreements with Blue Cross Blue Shield of Kansas City, Delta Dental of Missouri, VSP Vision, New Directions and The Standard (hereinafter "Service Providers") were negotiated in 2014 for coverage beginning in 2015, and with renewal options for coverage for calendar years 2016 and 2017; and

WHEREAS, the City has received renewal quotes from Service Providers for the provision of employee benefits for calendar year 2017; and

WHEREAS, the City and selected Service Providers desire to enter into formal agreements supplementing the original Agreements and delineating the terms and conditions of the provision of services for calendar year 2017; and,

WHEREAS, a copy of the Blue Cross Blue Shield of Kansas City Cost Plus Addendum is attached hereto as "Exhibit A," a copy of the Blue Cross Blue Shield of Kansas City Benefit and Rate Confirmation for 2017 is attached hereto as "Exhibit B," a copy of the Delta Dental of Missouri Benefit Renewal is attached hereto as "Exhibit C," a copy of the VSP Vision Renewal is attached hereto as "Exhibit D," and a copy of the New Directions EAP Renewal is attached hereto as "Exhibit E."

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

SECTION 1. That the calendar year 2017 employee benefit programs for the City of Lee's Summit for the provision of dental, vision, and life insurance as well as employee assistance services be and the same hereby are approved and the Agreements previously approved and entered into by the City by Ordinance No. 7539 on November 6, 2014, incorporated herein by reference be and the same hereby are ratified for calendar year 2017, subject to amendments made in the foregoing Exhibits A-E, and the City Manager is hereby authorized to execute any and all documents necessary to ensure renewal of the same.

SECTION 2. That the Blue Cross Blue Shield of Kansas City Cost Plus Addendum, attached hereto as "Exhibit A" and incorporated herein by reference, the Blue Cross Blue Shield Benefit and Rate Confirmations, attached hereto as "Exhibit B" and incorporated herein by reference, the Delta Dental of Missouri Benefit Renewal, attached hereto as "Exhibit C" and incorporated herein by reference, the VSP Vision Renewal, attached hereto as "Exhibit D" and incorporated herein by reference, and the New Directions EAP Renewal, attached hereto as

“Exhibit E” and incorporated herein by reference, be and the same are hereby approved. The City Manager is hereby authorized to execute the same on behalf of the City of Lee’s Summit, Missouri.

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

PASSED by the City Council of Lee’s Summit, Missouri this _____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said City this _____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Management and Operations *Jackie McCormick Heanue*

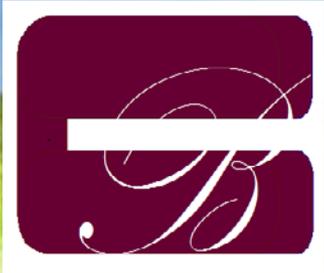
GROUP BENEFITS

January 1, 2017 Inception

City of Lee's Summit, MO

Charlesworth Benefits, L.C.

*Consultants, Employee Benefits
Specialists*



Presented by:

Bob Charlesworth, CPCU, ARM, ALCM, AIS

2016 YTD SUMMARY

- Cost Saving Technology Programs added/modified during the year:
 - Telemedicine – as a \$40 office visit copay – live and immediate access to care 24/7 (amwell.com) (7/1)
 - Pharmacy Money Saving Solutions that notifies member of a lower cost drug or pharmacy (8/1)
 - Expansion of Patient Centered Medical Homes

2017 HEALTH RENEWAL FOCUS

- Moving to Self-Funded format in 2015 allows City:
 - Negotiate Claims Fees and Stop Loss
 - Save Premium Taxes
- Set City contribution percentage (100% Single/ 80% Family) based on the \$500 Deductible Plan.
 - 2015: Increased 3.7% City and 3.6% Employee
 - 2016: Increased 6.7%
 - **2017: Proposed Recommended Increase 6.5%**

GROUP HEALTH – KEY POINTS

- PPACA FEE/TAXES HAVE BEEN SAVED
 - 2014 Calendar Year Fees/Taxes: \$283,195 (fully insured)
 - 2015 Calendar Year Fees/Taxes: \$87,280
 - 2016 Calendar Year Fees/Taxes: \$93,214
 - 2017 Expected Fees/Taxes ~ = \$3,500
 - Transitional Reinsurance Fee ended;
 - Excise Tax waived for one year;
 - PCORI Fee continues
 - 2018 Expected Fees/Taxes ~ = \$75,000 (Excise Tax Reinstated)

FUNDING SUMMARY

- Funding to “Expected” Claim level in 2017 – the “at risk” aggregate difference is approx. **\$1,480,000** with reserve funds established by the City.
- Through the first 8-months of 2016:
 - 2 Members above Stop Loss
- Employees Pay 9.1% of Allowed Medical Charges in the form of Copayments, Deductibles & Coinsurance.

Health Plan Rate Breakdown

		2016 Rates		2017 Rates	
HDHP w/H.S.A.	Enrollment	City Share	EE Share	City Share	EE Share
Employee Only:	10	\$ 606.40	\$ (46.17)	\$ 645.00	\$ (49.00)
EE Plus Spouse or Child(ren):	1	\$ 1,040.91	\$ 158.14	\$ 1,110.40	\$ 169.60
EE & Family:	7	\$ 1,204.73	\$ 182.67	\$ 1,284.80	\$ 196.20
Preferred PPO	Enrollment	City Share	EE Share	City Share	EE Share
Employee Only:	160	\$ 606.40	\$ -	\$ 645.00	\$ -
EE Plus Spouse or Child(ren):	49	\$ 1,040.91	\$ 260.23	\$ 1,110.40	\$ 277.60
EE & Family:	69	\$ 1,204.73	\$ 301.18	\$ 1,284.80	\$ 321.20
Choice PPO	Enrollment	City Share	EE Share	City Share	EE Share
Employee Only:	133	\$ 606.40	\$ 69.79	\$ 645.00	\$ 74.00
EE Plus Spouse or Child(ren):	64	\$ 1,040.91	\$ 404.35	\$ 1,110.40	\$ 429.60
EE & Family:	154	\$ 1,204.73	\$ 468.43	\$ 1,284.80	\$ 499.20

WELLNESS UPDATE

- Monthly Wellness initiatives supported by BlueKC and the City's HR Department:
 - Wellness program continue numerous activities (administered by Nanci White), including:
 - Biometric Screenings & Health Risk Assessments
 - Monthly Lunch & Learns
 - Wellness is a key culture for the Benefit Program for the City of Lee's Summit, MO as CLAIMS DRIVE RATES!
 - Just finished Wellness Roundtable hosted by LSP&R – to begin greater focus on Community Wellness and key employers roll in such events and activities.

ANCILLARY INSURANCE AND SERVICES

- DENTAL – Delta Dental 3rd year agreement; Experience suggested 8.2%, but contractual max of 7% Rate Increase.
- VISION – VSP offer a rate hold for 2017 and 2018 while increasing frame allowance to \$160 from \$130.
- EAP – New Directions negotiated rate increase from \$1.53PEPM to \$1.71PEPM – paid 100% by City.
- Group Life & LTD – The Standard rates are guaranteed until 1/1/2018.
- Document Compliance Review, already approved by City Council – Hinkle Law Firm – to begin prior to end of 2016.

TOTAL CITY / EE FUNDING BREAKDOWN 2017

2016	CITY	EMPLOYEE
HEALTH	\$ 6,957,985	\$ 1,701,761
DENTAL	\$ 461,779	\$ 77,520
VISION	\$ 79,978	\$ 14,446
EAP	\$ 12,118	\$ -
LIFE & ADD	\$ 72,387	\$ 59,029
DISABILITY	\$ 109,181	\$ -
2017	CITY	EMPLOYEE
HEALTH	\$ 7,410,295	\$ 1,812,377
DENTAL	\$ 499,708	\$ 77,520
VISION	\$ 79,978	\$ 14,446
EAP	\$ 13,543	\$ -
LIFE& ADD	\$ 72,387	\$ 59,029
DISABILITY	\$ 109,181	\$ -

GROUP BENEFITS

City of Lee's Summit, MO

Presented by:

Bob Charlesworth

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VSP Renewal Rates For: City of Lee's Summit - VSP Group #30026016
 Effective January 1, 2017 - Two Year Rate Guarantee



	Current Choice Plan (Employees)		Renewal Choice Plan (Employees)		Current Choice Plan (Retirees)		Renewal Choice Plan (Retirees)	
	VSP Provider	Open Access Amount	VSP Provider	Open Access Amount	VSP Provider	Open Access Amount	VSP Provider	Open Access Amount
Exams								
Exam	\$10 Copay	Up to \$45	\$10 Copay	Up to \$45	\$10 Copay	Up to \$45	\$10 Copay	Up to \$45
Contact Lens Fitting and Evaluation	Up to \$60	N/A	Up to \$60	N/A	Up to \$60	N/A	Up to \$60	N/A
Frequency:	Every 12 months		Every 12 months		Every 12 months		Every 12 months	
Lenses								
Single Vision Lenses	\$15 Copay	Up to \$30	\$15 Copay	Up to \$30	\$15 Copay	Up to \$30	\$15 Copay	Up to \$30
Lined Bifocal Lenses	\$15 Copay	Up to \$50	\$15 Copay	Up to \$50	\$15 Copay	Up to \$50	\$15 Copay	Up to \$50
Lined Trifocal Lenses	\$15 Copay	Up to \$65	\$15 Copay	Up to \$65	\$15 Copay	Up to \$65	\$15 Copay	Up to \$65
Lined Lenticular Lenses	\$15 Copay	Up to \$100	\$15 Copay	Up to \$100	\$15 Copay	Up to \$100	\$15 Copay	Up to \$100
Frequency:	Every 12 months		Every 12 months		Every 12 months		Every 12 months	
Frames: Up to plan allowance, then 20% off overage, In-network.								
Retail Frame Allowance:	\$130 Allowance	Up to \$70	\$160 Allowance	Up to \$70	\$130 Allowance	Up to \$70	\$160 Allowance	Up to \$70
Frequency:	Every 24 months		Every 24 months		Every 24 months		Every 24 months	
Contact Lenses: In lieu of eyeglass benefit, material copay applies to NCL.								
Elective Contact Lenses (ECL)	\$130 Allowance	Up to \$105	\$130 Allowance	Up to \$105	\$130 Allowance	Up to \$105	\$130 Allowance	Up to \$105
Medically Necessary (NCL)-Prior Auth	\$15 Copay	Up to \$210	\$15 Copay	Up to \$210	\$15 Copay	Up to \$210	\$15 Copay	Up to \$210
Frequency:	Every 12 months		Every 12 months		Every 12 months		Every 12 months	
Lens Enhancements								
Fixed Discounted Copays								
Lens Add-Ons & Services	20-25% avg savings	N/A	20-25% avg savings	N/A	20-25% avg savings	N/A	20-25% avg savings	N/A
Fully-Insured Rates								
Employee Only	\$7.31		\$7.31		\$7.31		\$7.31	
Employee + Family	\$16.72		\$16.72		\$16.72		\$16.72	
ELIGIBILITY CRITERIA					NOTES			
Child/Student Age Verification: Age limits managed by eligibility file and not enforced by VSP.			Domestic Partner Coverage: Not offered at this time.		1. All renewal options include VSP's Diabetic Eyecare Plus Program.			
RENEWAL ACCEPTANCE								
To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, sign and return this Renewal Exhibit to the email address or fax number below. VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.								

Cynthia Castillo
 Market Director
 200 S. Wacker Drive, Suite 3080
 Chicago, IL 60606
 312.651.7975 Phone / 312.466.1733 Fax
 Email: Cynthia.Castillo@vsp.com

Cheryl Lancor
 Account Manager
 200 S. Wacker Drive, Suite 3080
 Chicago, IL 60606
 312.651.7967 Phone / 312.466.1733 Fax
 Email: Cheryl.Lancor@vsp.com

By: _____
 Title: _____
 Date: _____

**CITY OF LEE'S SUMMIT, MO
GROUP HEALTH RATES 2017**

2017 ESTIMATED RATES - NO PLAN CHANGES - With Reserves - BLENDED & ROUNDED - RECOMMENDED

2017 ESTIMATED RATES - NO PLAN CHANGES - With Reserves - BLENDED & ROUNDED - RECOMMENDED												
HDPH w/H.S.A.	Health, EAP, Cobra	Employee Cost - MONTHLY	City Cost Same As Preferred Care	Current Enroll 2/2016	City Cost	EE Cost	BobC Expected	EAP (PAID BY CITY)	COBRA Fee	Reserve Refund	EE Diff/MTH	COBRA
Employee Only	\$ 596.00	-\$49.00	\$ 645.00	10	\$ 6,450	\$ (490)	\$573.56	\$ -	\$ 1.50	\$ 20.98	-\$3.14	\$ 607.92
Employee Plus Spouse or Child(ren)	\$ 1,280.00	\$169.60	\$ 1,110.40	1	\$ 1,110	\$ 170	\$1,232.02	\$ -	\$ 1.50	\$ 46.17	\$10.61	\$ 1,305.60
Employee & Family	\$ 1,481.00	\$196.20	\$ 1,284.80	7	\$ 8,994	\$ 1,373	\$1,426.18	\$ -	\$ 1.50	\$ 53.59	\$12.54	\$ 1,510.62
\$ 631												
Preferred Care	Health, EAP, Cobra	Employee Cost - MONTHLY	City Cost 100% / 80%	Current Enroll	City Cost	EE Cost	BobC Expected	EAP (PAID BY CITY)	COBRA Fee	Reserve Refund	EE Diff/MTH	COBRA
Employee Only	\$ 645.00	\$0.00	\$ 645.00	160	\$ 103,200	\$ -	\$620.08	\$ -	\$ 1.50	\$ 23.20	\$0.00	\$ 657.90
Employee Plus Spouse or Child(ren)	\$ 1,388.00	\$277.60	\$ 1,110.40	49	\$ 54,410	\$ 13,602	\$1,334.91	\$ -	\$ 1.50	\$ 51.07	\$17.22	\$ 1,415.76
Employee & Family	\$ 1,606.00	\$321.20	\$ 1,284.80	69	\$ 88,651	\$ 22,163	\$1,545.61	\$ -	\$ 1.50	\$ 59.28	\$19.84	\$ 1,638.12
\$ 10,305												
Preferred Choice	Health, EAP, Cobra	Employee Cost - MONTHLY	City Cost Same As Preferred Care	Current Enroll	City Cost	EE Cost	BobC Expected	EAP (PAID BY CITY)	COBRA Fee	Reserve Refund	EE Diff/MTH	COBRA
Employee Only	\$ 719.00	\$74.00	\$ 645.00	133	\$ 85,785	\$ 9,842	\$690.81	\$ -	\$ 1.50	\$ 26.57	\$4.30	\$ 733.38
Employee Plus Spouse or Child(ren)	\$ 1,540.00	\$429.60	\$ 1,110.40	64	\$ 71,066	\$ 27,494	\$1,480.95	\$ -	\$ 1.50	\$ 58.02	\$25.29	\$ 1,570.80
Employee & Family	\$ 1,784.00	\$499.20	\$ 1,284.80	154	\$ 197,859	\$ 76,877	\$1,715.08	\$ -	\$ 1.50	\$ 67.35	\$30.83	\$ 1,819.68
Employee Only		10%	90%	Monthly:	\$ 617,525	\$ 151,031						
Employee Plus Spouse or Child(ren)		28%	72%	Annual:	\$ 7,410,295	\$ 1,812,377						
Employee & Family		28%	72%	647	6.5%	6.5%						
					\$ 9,222,672							
				Difference to 2016:	\$ 452,310	\$ 110,616						
							6.50%					
							overall%					
								Reserves:	Total/Mth	\$ 28,555		
									Annual:	\$ 342,654		

**Blue Cross and Blue Shield of Kansas City
COST-PLUS ADDENDUM**

This Cost-Plus Addendum amends and is incorporated into and made a part of the Group Contract(s) entered into by and between Blue Cross and Blue Shield of Kansas City, on behalf of itself and its subsidiary, Good Health HMO, Inc., d/b/a Blue-Care, if applicable (collectively, “BCBSKC”) and City of Lee’s Summit (“Employer”). This Addendum shall be effective January 1, 2017 (the “Effective Date”).

WHEREAS, the parties have entered into the Group Contract(s) numbered 34136000 and the associated Health and, if applicable, Dental Benefit Certificate(s) (collectively, the “Group Contract(s)”), pursuant to which BCBSKC has agreed to arrange for the provision of certain health care services and/or dental care to Employer’s eligible Employees and their covered Dependents in accordance with the terms, conditions, limitations and exclusions specified in the Group Contract(s);

WHEREAS, the parties desire to implement an alternative funding arrangement for the Group Contract(s), as set forth herein; and

WHEREAS, this Addendum, while implementing an alternative funding arrangement, does not alter any terms or conditions of the benefits covered under the Group Contract(s).

NOW, THEREFORE, in consideration of the foregoing, the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article 1
Employer’s Obligations

1.1 Funding under Group Contracts. Employer agrees that the funding for coverage under the Group Contract(s) shall be determined as set forth in this Addendum.

1.2 Fixed Premium. Employer shall pay BCBSKC, on a monthly basis, the Fixed Premium in accordance with Article 3.2.

1.3 Employer’s Claims Obligations. In order to fulfill the Employer’s total financial obligations under the terms of this Addendum, the Employer shall make payments to BCBSKC as set forth herein and in accordance with Article 3.1. For each month that this Addendum is in effect, Employer shall pay to BCBSKC an amount set forth in (a) and (b) below:

- (a) the lesser of:
 - i. the Cumulative Paid Claims; or
 - ii. the Cumulative Monthly Claims Limit

LESS

(b) the Cumulative Prior Payment Amount.

Example:

	January	February	March	April
Paid Claims	70	80	110	90
Cumulative Paid Claims	70	150	260	350
Monthly Claims Limit	100	100	100	100
Cumulative Monthly Claims Limit	100	200	300	400
Cumulative Prior Payment Amount	0	70	150	260
Actual Payment Owed	70	80	110	90

Notwithstanding the foregoing: (1) Paid Claims in excess of the Individual Pooling Limit for any Covered Person will not be counted as Paid Claims for the purposes of the calculation set forth above; and (2) the Monthly Claims Limit for any given month during the term of this Addendum shall not be less than the Minimum Monthly Claims Limit set forth in Exhibit A (Cost Plus Provisions).

1.4 Statutory Assessments. To the extent BCBSKC is required to pay any Statutory Assessments, Employer will pay BCBSKC an amount equal to the Statutory Assessments based upon BCBSKC's determination of such amounts. BCBSKC shall bill the Employer these Statutory Assessments on the Monthly Settlement Report, and the Employer shall pay such Statutory Assessments in accordance with Article 3. If BCBSKC determines, in its sole and reasonable discretion, that its methodology for paying the Health Insurance Providers Fee (aka HIT Tax) was incorrect (e.g., BCBSKC required Employer to pay the HIT Tax on all amounts paid by Employer to BCBSKC, but BCBSKC subsequently determines that a portion of the amounts paid by Employer are not subject to the HIT Tax, or vice versa), resulting in an underpayment or overpayment by Employer of the HIT Tax, then BCBSKC shall notify Employer of the shortfall or excess, and: (a) Employer shall promptly pay to BCBSKC such shortfall; or (b) BCBSKC shall reimburse Employer for such excess (which may include, at BCBSKC's option, applying a credit to subsequent Employer invoices), as applicable. Notwithstanding the foregoing, BCBSKC's determination of the HIT Tax percentage set forth in Exhibit B (Rate Exhibits) is not subject to this Article 1.4.

1.5 Collateral. Upon BCBSKC's request, Employer shall procure a letter of credit (in such form as is reasonably acceptable to BCBSKC) from a financial institution reasonably acceptable to BCBSKC that evidences a commitment by the financial institution of funds payable to BCBSKC upon demand (without any further or additional action or authorization by Employer). Employer shall maintain such letter of credit until the end of the Runout Period. Alternatively, upon BCBSKC's request, Employer shall deliver to BCBSKC an amount reasonably requested by BCBSKC as collateral ("Collateral") for Employer's obligations under this Agreement. In the event Employer fails to pay amounts due to BCBSKC hereunder, BCBSKC may use as much or all of the Collateral as is needed to satisfy Employer's obligations. Any unused Collateral will be returned to Employer at the end of the Runout Period.

Article 2
BCBSKC Rights and Obligations

2.1 **Benefit Determinations.** For the purpose of this Addendum, BCBSKC shall have the right to determine the amount of Benefits, if any, payable for any Covered Person. Such determination shall be on the same basis as would be applicable under the Group Contract(s) in the absence of this Addendum. In the event of legal action against BCBSKC, by or on behalf of a Covered Person for Benefits under the Group Contract(s) with respect to a denied claim, BCBSKC, at its own expense, shall undertake the defense of such action and shall pay any judgment rendered therein. BCBSKC shall have the right to settle any such action. The Employer shall reimburse BCBSKC for the portion of any such judgment or settlement which is for a Paid Claim under the Group Contract(s), and such Paid Claim shall be administered in accordance with the terms of this Addendum, including Articles 1 and 3.

Article 3
Payment Due Dates, Grace Periods and Payment Changes

3.1 **Monthly Settlement.** Monthly payments for Paid Claims, Access Fees, Statutory Assessments and related charges, as indicated on the Monthly Settlement Report, are due and payable by the Employer within 31 calendar days following delivery to Employer by BCBSKC of the Monthly Settlement Report. The Employer shall have no grace period for such monthly payment.

3.2 **Fixed Premium.** The Fixed Premium is due and payable by the Employer the first day of each month; provided, that any Statutory Assessments and Access Fees will be due and payable by Employer with the Monthly Settlement as set forth in Article 3.1. The Employer shall have a grace period of 31 calendar days for such monthly Fixed Premium.

3.3 **Changes in Employer's Obligation.** BCBSKC reserves the right to change any and all fees, charges and factors upon a 31 calendar day written notice prior to the end of a Contract Period, to be effective for the following Contract Period.

3.4 **Late Payment Charge.** BCBSKC reserves the right to charge a late payment fee of \$8,807 in each instance in which Employer fails to timely pay any amount due to BCBSKC in accordance with this Article 3.

Article 4
Amendments

4.1 **General.** Except as provided in Article 3.3, BCBSKC may amend any other term or condition of this Addendum upon 60 calendar days written notice to conform to statutes of the state in which this Addendum is issued for delivery.

4.2 **Notice.** Notice of an amendment may be in the form of a new Addendum, a rider, or an amendment to this Addendum or otherwise as BCBSKC may elect.

Article 5 Termination

5.1 Term. The term of this Addendum shall begin on the Effective Date and shall continue until terminated as set forth in this Article 5.

5.2 Termination by Either Party. This Addendum may be terminated by BCBSKC or the Employer provided such party gives the other party written notice of its election to terminate the Addendum at least 30 calendar days prior to the end of the then current Contract Period. This Addendum and the underlying Group Contract(s) shall automatically terminate on the date of termination of the Group Contract(s).

5.3 Termination Due to Material Default. Except as provided in Article 5.4 below, either party may terminate this Addendum for cause upon written notice if the other party materially defaults in the performance of a provision of this Addendum and such default continues for a period of 60 calendar days after written notice to the defaulting party from the aggrieved party stating the specific default.

5.4 Termination Due to Non-Payment. Notwithstanding anything to the contrary herein, if Employer fails to pay BCBSKC in accordance with Article 3, this Addendum and the underlying Group Contract(s) may be terminated by BCBSKC, effective retroactively to the last day of the month in which all amounts owed to BCBSKC for such month were paid by the Employer.

5.5 Runout.

(a) Runout Claims and Services. Upon termination of this Addendum, and except in the event of Employer's material breach of this Addendum (including Employer's non-payment), BCBSKC shall provide Runout Services for Runout Claims.

(b) Runout Services Fee and Claims Obligation. Monthly payments for Runout Claims and the Runout Services Fee are due and payable by Employer for each month during the Runout Period within 31 calendar days following delivery to Employer by BCBSKC of the Monthly Settlement Report. The Employer shall have no grace period for such payments. Unless Employer purchases Terminal Liability Coverage as set forth in Article 5.6 below, Employer shall have the total obligation for Runout Claims.

(c) Statutory Assessments for Runout Claims and/or Runout Services. To the extent that any Statutory Assessments apply to Employer's payment obligations under Article 5.5 and/or 5.6, as determined by BCBSKC in its sole and reasonable discretion, then Employer shall pay to BCBSKC an amount equal to such Statutory Assessments.

5.6 Terminal Liability Coverage. Employer may choose to purchase, at the time of execution of this Addendum, Terminal Liability Coverage; provided, that there is no Individual Pooling Limit with respect to Runout Claims. If Employer purchases Terminal Liability Coverage, the following shall apply:

(a) Terminal Liability Coverage Charges. Terminal Liability Coverage Charges will be included with the Pooling Charges and paid by the Employer in accordance with Article 3.2.

(b) Terminal Liability Factors. The Employer's obligation for Runout Claims is limited to the amounts set forth in the "Terminal Liability Factors" section of Exhibit B (Rate Exhibits) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations, based on the greater of:

1. enrollment during the last month of the final Contract Period; or
2. the average enrollment during the last three (3) months of the final Contract Period.

5.7 Late Payment. BCBSKC reserves the right to charge a late payment fee of \$8,807 in each instance in which Employer fails to timely pay any amount due to BCBSKC in accordance with this Article 5.

Article 6 **General Provisions**

6.1 Modification of Group Contracts. The provisions of the Group Contract(s) are amended to the extent necessary to be consistent with the provisions set forth in this Addendum and to that extent the provisions of this Addendum shall govern notwithstanding anything in the Group Contract(s) to the contrary.

6.2 Waiver. Neither the failure nor any delay by either party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. In the event that a party does waive any breach of any provision of this Addendum, such waiver shall not be deemed or construed as a continuing waiver of any breach of the same or different provision.

6.3 BlueCard Fees. Employer understands and agrees: (a) to pay certain fees and compensation to BCBSKC which BCBSKC is obligated under BlueCard to pay to Licensees, to the Blue Cross and Blue Shield Association, or to the BlueCard vendors; and (b) that fees and compensation under BlueCard may be revised from time to time without Employer's prior approval in accordance with the standard procedures for revising fees and compensation under BlueCard. Some of these fees and compensation are charged each time a claim is processed through BlueCard and include, but are not limited to, access fees, administrative expense allowance fees, Central Financial Agency Fees, and ITS Transaction Fees. Other fees include, but are not limited to, an 800 number fee and a fee for provider directories. Employer may contact BCBSKC if Employer would like an updated listing of these types of fees. These fees are included in the Fixed Costs Fees and are guaranteed for the term of this Addendum.

6.4 BlueCard Recoveries. Under BlueCard, recoveries from a Licensee or from participating providers of a Licensee can arise in several ways, including, but not limited to, anti-fraud and abuse audits, provider/hospital audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Licensee will engage third parties to assist in discovery or collection of recovery amounts. The fees of such a third party are netted against the recovery. Recovery amounts, net of fees, if any, will be applied in accordance with applicable BlueCard policies, which generally require correction on a claim-by-claim or prospective basis. Unless otherwise agreed to by the Licensee, BCBSKC may request adjustments from the Licensee for full provider refunds due to the retroactive cancellation of membership only for one year after the Inter-Licensee financial settlement process date of the original claim. In some cases, recovery of claim payments associated with a retroactive cancellation may not be possible if the recovery conflicts with the Licensee's state law, provider contracts or jeopardizes its relationship with its providers.

6.5 BCBSKC Recoveries.

(a) Adjustments. BCBSKC may pursue recoveries of Paid Claims in accordance with BCBSKC's established rules and procedures, or engage third parties to provide such services on behalf of BCBSKC. The fees of such a third party are netted against the recovery. Any recovery amounts, net of such fees, if any, will be credited to the Employer pursuant to the terms of this Addendum.

(b) Legal Actions. BCBSKC may, but has no obligation to, pursue recovery (including class action settlement recoveries) from health care providers, manufacturers of health care or other products, or services on behalf of Employer for any cause of action including, but not limited to, causes of action arising out of violations of antitrust law, fraud, claims relating to fraud (including claims under the *Racketeering Influenced and Corrupt Organizations Act*). Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC shall retain sole and exclusive right to all such recoveries and may use such recoveries in its sole and absolute discretion, including, without limitation, to help stabilize BCBSKC's overall rates and to offset expenses and BCBSKC does not share such recoveries with Employer

6.6 Medical Value Payments. Employer acknowledges that BCBSKC may have value-based payment arrangements with providers participating in certain health care delivery programs, including but not limited to patient-centered medical homes, accountable care organizations or episode-based provider payments. These providers are known as "Blue Distinction Total Care" providers. Pursuant to such health care delivery programs, Blue Distinction Total Care providers may be eligible for alternative payments, in lieu of or in addition to, traditional fee-for-service reimbursement, including but not limited to, withholds, bonuses, incentive payments, provider credits and member management fees (collectively, "Medical Value Payments"). The amount of Medical Value Payments Blue Distinction Total Care providers receive is specific to the Blue Distinction program and/or provider and may or may not be directly related to Employer, any Covered Person, or any other group or individual. Employer acknowledges that Medical Value Payments payable to any one or more Blue Distinction Total Care providers (a) will be included in Paid Claims, (b) may include compensation for services that are related to Covered Services,

including, but not limited to, coordination of care, and (c) may include compensation in recognition of Blue Distinction Total Care provider's achievement of stated performance objectives, including, but not limited to, quality of care, patient outcomes or cost.

6.7 BCBSKC Prescription Drug Program. BCBSKC contracts with a pharmacy benefit manager ("PBM") for certain prescription drug administrative services, including prescription drug rebate administration and pharmacy network contracting services.

Under the agreement, PBM obtains rebates from drug manufacturers based on the utilization of certain prescription products by Covered Persons, and PBM retains the benefit of the rebate funds prior to disbursement. In addition, pharmaceutical manufacturers pay administrative fees to PBM in connection with PBM's services of administering, invoicing, allocating, and/or collecting rebates. Such administrative fees retained by PBM in connection with its rebate program do not exceed the greater of (i) 5.5% of the average wholesale price, or (ii) 4.58% of the wholesale acquisition cost of the products. AWP does not represent a true wholesale price, but rather is a fluctuating benchmark provided by third party pricing sources. PBM may also receive other service fees from manufacturers as compensation for various services unrelated to rebates or rebate-associated administrative fees.

In addition, BCBSKC and PBM also contract with pharmacies to provide prescription products at discounted rates for BCBSKC members. The discounted rates paid by PBM and BCBSKC to these pharmacies differ among pharmacies within a network, as well as between networks. For pharmacies that contract with the PBM, BCBSKC pays a uniform discount rate under the BCBSKC contract with the PBM regardless of the various discount rates PBM pays to the pharmacies. Thus, where the BCBSKC rate exceeds the rate the PBM negotiated with a particular pharmacy, the PBM will realize a positive margin on the applicable prescription. The reverse may also be true, resulting in negative margin for the PBM. In addition, when the PBM receives payment from BCBSKC before payment to a pharmacy is due, the PBM retains the benefit of the use of these funds between these payments. BCBSKC is guaranteed a minimum level of discount whether through the PBM or where BCBSKC directly contracts with network pharmacies, which could result in the amount paid by Employer to be more or less than the amount PBM and/or BCBSKC pay to pharmacies.

Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC is not acting as a fiduciary with respect to rebate administration, pharmacy network management, or the prescription drug plan. Employer further acknowledges for itself and its Covered Persons that BCBSKC receives rebates from the PBM and may receive positive margin in connection with the pharmacy network, as well as other financial credits, administrative fees and/or other amounts from network pharmacies, drug manufacturers or the PBM (collectively "Financial Credits"). Employer acknowledges and agrees for itself and its Covered Persons that BCBSKC shall retain sole and exclusive right to all Financial Credits, which constitute BCBSKC property (and are not plan assets), and BCBSKC may use such Financial Credits in its sole and absolute discretion, including without limitation to help stabilize BCBSKC's overall rates and to offset expenses, and BCBSKC does not share Financial Credits with the Employer.

Without limitation to the foregoing, Employer acknowledges and agrees to the following (“Financial Credit Rules”) for itself and its Covered Persons that: (1) Employer and/or Covered Persons shall have no right to receive, claim or possess any beneficial interest in any Financial Credits; (2) Applicable drug benefit copayments, coinsurance, outpatient prescription drug deductible, deductible and/or maximum allowable benefits (including without limitation Calendar Year Maximum and Lifetime Maximum benefits) shall in no way be adjusted or otherwise affected as a result of any Financial Credits, except as may be required by law; (3) Any deductible and/or coinsurance required for prescription drugs shall be based upon the allowable charge at the pharmacy, and shall not change as a result of any Financial Credits, except as may be required by law; and (4) Amounts paid to pharmacies or any prices charged at pharmacies shall in no way be adjusted or otherwise affected as a result of any Financial Credits.

6.8 Audit of BCBSKC. During the term of this Addendum, Employer may, without charge by BCBSKC, perform an audit once during a Contract Period for the sole purpose of auditing BCBSKC’s performance of certain of its obligations under this Addendum. BCBSKC supports two audit approaches: (a) testing up to a statistically valid random sample, based upon a 95% confidence level (plus or minus 3% precision) and 97% expected performance; or (b) testing a targeted sample, up to a number of sample items equivalent to that which would result from the above random sample approach.

Employer may engage a third party to perform any or all of the audit on its behalf upon BCBSKC’s prior written consent, not to be unreasonably withheld. If Employer engages a third party to perform all or any part of an audit, such third party shall, upon BCBSKC’s request (and Employer shall cause such third party to), enter into a confidentiality and non-disclosure agreement with BCBSKC prior to, and as a condition of, conducting any function of the audit. BCBSKC shall provide BCBSKC with at least thirty (30) business days’ notice of its desire to conduct an audit, and the parties (including the third party engaged by Employer, as applicable) shall execute a Records Audit Agreement, which will set forth in detail the terms and conditions of the audit. Notwithstanding anything to the contrary in this Addendum or the Records Audit Agreement, in no event will provider reimbursement or other proprietary information under the control of BCBSKC be subject to audit unless BCBSKC, in its sole discretion, permits access to such information.

6.9 Entire Agreement. This Addendum and the Group Contract(s) constitute the entire Agreement between the parties concerning this subject matter and supersede all other agreements, representations or communications, oral or written, between the parties or their predecessors relating to the transactions contemplated by or which are the subject matter of this Addendum, and both parties understand and agree that prior agreements, practices or statements inconsistent with the language, terms and conditions of this Addendum are of no force or effect.

Article 7 **Definitions**

Access Fee The amount paid by Employer to BCBSKC for network management and access, determined as set forth in Exhibit A (Cost Plus Provisions) Exhibit B (Rate Exhibit) for each

Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Contract Period The current contract term specified in the Group Contract(s) (which may be referred to in the Group Contract(s) as “Contract Year”).

Coverage Class The level of coverage selected by an Employee as set forth in Exhibit B (Rate Exhibit) (e.g., “Individual”, “Family”, etc.).

Covered Person(s) Those individuals as defined in the Group Contract(s).

Covered Services Those services, supplies, equipment and care as defined in the Group Contract(s).

Cumulative Monthly Claims Limit The amount of Paid Claims for all Covered Persons’ Covered Services for a Contract Period at which Employer has no further obligation, calculated as the sum of the Monthly Claims Limit for each month of the Contract Period to date.

Cumulative Paid Claims The sum of Paid Claims for each month of the Contract Period to date.

Cumulative Prior Payment Amount The sum of the amounts paid by Employer under Article 1.3 for each prior month (i.e., excluding the current month in question) of the Contract Period to date.

Fixed Cost Fees The amount of money to be paid by the Employer to BCBSKC for services under the Group Contract including such services as claims processing and investigation, utilization management, claims management, production and distribution of member identification cards, wellness services, web-based member services, brokerage fees, BlueCard fees and other general services. For any month during the Contract Period, Fixed Cost Fees shall equal the amounts set forth in the Fixed Cost Fees section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Fixed Premium The Fixed Cost Fees, Pooling Charges, Access Fees and Statutory Assessments as set forth in Exhibit A (Cost-Plus Provisions) and/or Exhibit B (Rate Exhibit), as applicable; provided, that the Access Fees and any Statutory Assessments shall be billed with the Monthly Settlement Report.

Group Contract(s) Those Group Contract(s) identified in Exhibit A (Cost Plus Provisions).

Individual Pooling Limit The amount at which any Paid Claims for a Covered Persons’ Covered Services in excess of such amount during a Contract Period are not counted as Paid Claims for purposes of determining Employer’s claims obligations under Article 1.3 during such Contract Period.

Monthly Claims Limit For any month during the term of this Addendum, the amounts set forth in the Monthly Claims Limit section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Monthly Settlement Report The Employer claims, network access and other obligations as reported for a given month by BCBSKC. The Monthly Settlement Report may include Paid Claims, Access Fees and Statutory Assessments, and, during the Runout Period, Runout Services Fee, as applicable.

Paid Claims All payments for Covered Services during the Contract Period and the Runout Period for claims that were incurred while this Addendum was in effect, or for claims that were incurred under this Addendum between the parties for the previous Contract Period, if applicable; including Medical Value Payments and other provider charges, such as capitation, when applicable. Paid Claims are those amounts paid to a provider, which the provider has agreed to accept as payment in full at the time of claim payment for Covered Services provided to Covered Persons. Paid Claims are not reduced by any administration fees, network management fees, provider and pharmaceutical rebates, incentive arrangements, or any other reductions or credits a provider may periodically give BCBSKC, or any other amounts that a provider may pay BCBSKC for services such as administration, marketing, managed care or quality improvement programs performed by BCBSKC for the provider. BCBSKC retains these amounts and they do not reduce the amount of Paid Claims. All services are deemed to be incurred on the date the service was actually rendered. A claim shall be deemed to be paid when a valid draft for payment of such benefit has been issued to the person or persons authorized for such purpose by agreement of the Employer and BCBSKC.

Pooling Charges The amount payable by the Employer to BCBSKC for limiting the Employer's claims obligation under the terms of the Cumulative Monthly Claims Limit and Individual Pooling Limit, and, if applicable, for Terminal Liability Coverage. For any month during the Contract Period, Pooling Charges shall equal the amounts set forth in the Pooling Charges section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations in effect as of the first day of such month.

Product Type The type of product(s) offered by Employer to Covered Persons, as set forth in Exhibit B (Rate Exhibit) (e.g., Blue Advantage, Blue Care, Dental, etc.).

Runout Claims Claims for Covered Services incurred by Covered Persons prior to the termination of this Addendum but paid by BCBSKC during the Runout Period. For purposes of clarification, Runout Claims do not include claims incurred after termination of this Addendum.

Runout Period The first twelve (12) months following termination of this Addendum.

Runout Services The services provided by BCBSKC for Runout Claims after termination of this Addendum.

Runout Services Fee The fee payable by Employer to BCBSKC for Runout Services, which is equal to the sum of: (a) ten percent (10%) of Runout Claims during the month; and (b) ten percent (10%) of the difference between billed charges and the Allowable Charge for all Runout Claims (i.e., 10% of network discounts) during the month.

Statutory Assessments Governmental entities assess a variety of fees, taxes, surcharges and/or assessments on employer-sponsored health coverage. These include, but are not limited to, state premium taxes, Affordable Care Act (ACA) assessments such as the Health Insurance Providers Fee, the Patient-Centered Outcomes Research Institute Fee (aka Comparative Effectiveness Fee) and the Transitional Reinsurance Fee, as well as miscellaneous state or local assessments, including but not limited to, the New York Healthcare Reform surcharge and the Maine Dirigo Access Payment.

Terminal Liability Coverage Coverage for Runout Claims exceeding a specified maximum at termination of this Addendum.

Terminal Liability Coverage Charges The cost associated with the purchase of Terminal Liability Coverage.

Other Defined Terms Any other capitalized term used in this Addendum and not specifically defined herein, shall have the meaning ascribed to it in the Group Contract(s).

IN WITNESS WHEREOF, BCBSKC and Employer have caused this Addendum to be executed effective as of the Effective Date.

City of Lee's Summit

Blue Cross and Blue Shield of Kansas City

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A
Cost Plus Provisions

1. This Addendum shall be applicable to:

 X Employer's Group Health Contract: Group Number(s) 34136000
 Employer's Group Dental Contract: Group Number(s)

2. The Individual Pooling Limit per Covered Person shall be \$150,000.

3. The Access Fee is due and payable with the Monthly Settlement Report and shall be:

\$25.00 per Employee per month

4. Minimum Monthly Claims Limit:

The greater of: (a) \$741,606; or (b) 100% of the amounts set forth in the Monthly Claims Limit section of Exhibit B (Rate Exhibit) for each Coverage Class and Product Type combination, multiplied by the number of such Coverage Class and Product Type combinations for the first month of the Contract Period.

Exhibit B
Rate Exhibit

Fixed Premium

1. The Fixed Cost Fees are as follows:

Employee	\$37.06
Employee & Spouse	\$81.58
Employee & Child(ren)	\$81.58
Family	\$94.70

2. Pooling Charges (including Terminal Liability Coverage Charges, if applicable) are as follows:

Employee	\$70.59
Employee & Spouse	\$155.38
Employee & Child(ren)	\$155.38
Family	\$180.38

3. Access Fees are as follows:

\$25.00 per Employee per month

4. Statutory Assessments are as follows:

A. The Health Insurance Providers Fee (aka HIT Tax) is due and payable with the Monthly Settlement Report and shall be 0% of the sum of the amounts payable under Articles 1.2 and 1.4.

B. The Patient-Centered Outcomes Research Institute Fee (aka Comparative Effectiveness Fee) is due and payable with the Monthly Settlement Report and shall be \$2.16 per Covered Person (which equals \$0.18 per Covered Person per month).

C. The Transitional Reinsurance Fee is due and payable with the Monthly Settlement Report and shall be \$0.00 per Covered Person (which equals \$0.00 per Covered Person per month).

Exhibit B
Rate Exhibit

Rate Factors

1. Monthly Claims Limit Factors are as follows:

	<u>Choice</u>	<u>\$500 PPO</u>	<u>BlueSaver</u>
Employee	\$637.61	\$556.78	\$503.61
Employee & Spouse	\$1,392.51	\$1,225.61	\$1,108.03
Employee & Child(ren)	\$1,392.51	\$1,225.61	\$1,108.03
Family	\$1,616.42	\$1,422.74	\$1,286.25

2. Terminal Liability Factors are as follows:

	<u>Choice</u>	<u>\$500 PPO</u>	<u>BlueSaver</u>
Employee	\$956.42	\$835.17	\$755.42
Employee & Spouse	\$2,088.76	\$1,838.41	\$1,662.04
Employee & Child(ren)	\$2,088.76	\$1,838.41	\$1,662.04
Family	\$2,424.63	\$2,134.11	\$1,929.38



EAP Services for City of Lee's Summit

800-624-5544

Call Center

Toll-free 24/7 telephone access to licensed EAP professionals.

Short-term Counseling

Up to six face-to-face sessions per incident for employees and their benefit-eligible dependents.

Legal and Financial Services

Referral for face-to-face or phone consultation for legal and financial issues, plus discounted rates off attorney's hourly fees.

Family Resource Services

Resources online including information, calculators, downloadable forms and national provider directories for child care and elder care.

www.ndbh.com (login code: Lee's Summit)

EAP website offering behavioral health and work/life information.

Online Will Preparation

Employees and dependents can complete a will at no cost.

Manager/Supervisor/HR Telephone Consultation

Unlimited telephone access to an EAP professional about employee situations.

Formal Management Referrals

Structured process to resolve employee performance issues.

Onsite/Webinar Training

7 hours built into the contract annually

Critical Incident Crisis Intervention

Onsite services following a traumatic event using training hours or discounted fees.

Account Management

A dedicated Account Manager as liaison to provide promotional materials, consultation and program evaluation.

Promotional/Educational

Ongoing communication with employees to promote EAP utilization.

Reports

Quarterly utilization reports.

Pricing, 2017 Contract Year

Employees covered by Blue KC:	\$1.71 per employee/per month
Employees not covered by Blue KC:	\$2.36 per employee/per month

City of Lee's Summit

**Group Number: 34136000
Preferred-Care Blue
Blue Choice PPO Plan
Benefit & Rate Confirmation
(Effective January 1, 2017)**



Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan

Preferred-Care Blue
Copayment, Deductible, Coinsurance and Limits

<i>Hospital and Physician</i>		
Calendar Year Deductible	<u>Individual</u>	<u>Family</u>
Preferred	\$0	\$0
Non-Preferred	\$500	\$1,500
Coinsurance Member Pays		
Preferred	0%	
Non-Preferred	20%	
Out-of-Pocket Maximum <i>(Includes Deductible, Coinsurance & All Copays)</i>	<u>Individual</u>	<u>Family</u>
Preferred	\$3,000	\$6,000
Non-Preferred	\$9,000	\$18,000
Physician Office Visit		
Preferred		
PCP	\$20 Copay*	
Specialist	\$40 Copay*	
Non-Preferred	Deductible & Coinsurance	
*Copay applies to the Office Visit Charge Only. Other procedures performed in a Physician's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.		
Lab Services		
Preferred		
Physician's Office / Independent Lab	No Copay*	
Outpatient Facility/Hospital	Deductible & Coinsurance	
Non-Preferred	Deductible & Coinsurance	
X-ray and other Radiology Procedures		
Preferred	Deductible & Coinsurance	
Non-Preferred	Deductible & Coinsurance	
Routine Preventive Care		
Preferred	Expanded (ACA Compliant) Women's Preventive***	
	Routine Services: 100%	
	Related OV: 100%	
Non-Preferred	Deductible & Coinsurance	

***Routine Women's Preventive required under the Affordable Care Act of 2010 ("ACA")

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan

<i>Hospital and Physician (cont'd.)</i>	
Routine Vision Care	No Benefit
Prenatal Program	Yes
Emergency Room	\$100 Copay then Deductible & Preferred Coinsurance <i>Copay waived if admitted to a Hospital</i>
Urgent Care Benefit Preferred Non-Preferred	\$40 Copay* Deductible & Coinsurance
Inpatient Hospital Services Preferred Non-Preferred	\$300 Copay per Day <i>Copay limited to five copays per member per calendar year</i> Deductible & Coinsurance
Outpatient Surgery in Hospital or other Outpatient Facility	Deductible & Coinsurance
MRIs, PET Scans, CT Scans, & MRAs Preferred Non-Preferred	\$100 Copay then 0% Coinsurance <i>\$100 Maximum Calendar year Copayment (copay limited to 1 per calendar year)</i> Deductible & Coinsurance

<i>Mental Illness/Substance Abuse</i>	
Inpatient Mental Illness/Substance Abuse Preferred Non-Preferred	\$300 Copay per Day <i>Copay limited to five copays per member per calendar year</i> Deductible & Coinsurance
Outpatient Mental Illness/Substance Abuse Office Visit	\$20 Copay*
Outpatient Mental Illness/Substance Abuse Therapy	Deductible & Coinsurance

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan

<i>Ancillary/Miscellaneous</i>	
Air Ambulance	Network Deductible & Preferred Coinsurance
Ground Ambulance	Network Deductible & Preferred Coinsurance <i>No limit per trip</i>
Home Health Services	Deductible & Coinsurance <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	Deductible & Coinsurance <i>30 day Calendar Year Maximum</i>
Inpatient Hospice Preferred	\$150 Copay per Day <i>Applies to Annual Inpatient Hospital Maximum</i>
Non-Preferred	Deductible & Coinsurance <i>14 Day Lifetime Max</i>
Outpatient Therapy (Speech, Hearing, Physical, and Occupational)	Deductible & Coinsurance <i>Combined 60 visit Calendar Year Maximum for Physical & Occupational Therapy</i> <i>Combined 20 visit Calendar Year Maximum for Speech & Hearing Therapy</i>
Chiropractic Services *Copay applies to the Office Visit Charge Only. Other procedures performed in a Chiropractor's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.	Network: \$40 Copay* Non-Network: Deductible & Coinsurance
Infertility/Impotency	Not Covered

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan

<i>Outpatient Prescription Drugs</i>	
Network	BCBSKC Rx
Rx Deductible	None
Long-Term Supply – Mail order only	All covered drugs
Retail Copays: Tier 1/Tier 2/Tier 3	\$10/40/65
Mail Order Copays: Tier 1/Tier 2/Tier 3	\$20/80/130
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
Out-of-Network:	50% after Copay
ExpressScripts Program:	BlueKC Network without Walgreens

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters Eligibility/Termination	Covered for maternity First day of month/last day of month
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Not covered
Coverage for Legally Married Same Sex Spouse	Yes
Wellness Fund (Group Total)	\$35,000 <i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Nurse Line	Yes

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan

<i>Underwriting</i>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	All full-time employees actively working 30 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program
Waiting Period	First of the Month following one full calendar month of service
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	120 Days
Next Renewal	1/1/18
Reinstatement Fee	\$500
Subject to ERISA	No

<i>Mandated Offerings</i>	
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – Blue Choice PPO Plan

Rates	
Employee Employee & Spouse Employee & Child(ren) Family	See Cost Plus Agreement

A Healthier You™	
<i>Select only one:</i>	
<input checked="" type="checkbox"/> AHY 100+	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

A Healthier You Buy-Up Options	
<input checked="" type="checkbox"/> AHY Standard – Employees with no medical*	\$2.00 PEPM
*Including individuals with no medical coverage requires automated enrollment via EDI or Blues Enroll.	

Funding	<input checked="" type="checkbox"/> Cost Plus
	<input type="checkbox"/> Insured
	<input type="checkbox"/> Other _____

Confirmed by City of Lee's Summit:

Accepted by Blue Cross and Blue Shield of Kansas City:

Signature

Signature

Title

Title

Date

Date

City of Lee's Summit

Group Number: 34136000

Preferred-Care Blue

PPO Plan

**Benefit & Rate Confirmation
(Effective January 1, 2017)**



**Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

Preferred-Care Blue
Copayment, Deductible, Coinsurance and Limits

<i>Hospital and Physician</i>		
Calendar Year Deductible	<u>Individual</u>	<u>Family</u>
Preferred	\$500	\$1,000
Non-Preferred	\$1,500	\$3,000
Coinsurance Member Pays		
Preferred	10%	
Non-Preferred	30%	
Out-of-Pocket Maximum <i>(Includes Deductible, Coinsurance & All Copays)</i>	<u>Individual</u>	<u>Family</u>
Preferred	\$2,800	\$5,600
Non-Preferred	\$8,400	\$16,800
Physician Office Visit		
Preferred		
PCP	\$25 Copay*	
Specialist	\$50 Copay*	
Non-Preferred	Deductible & Coinsurance	
*Copay applies to the Office Visit Charge Only. Other procedures performed in a Physician's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.		
Lab Services		
Preferred		
Physician's Office / Independent Lab	No Copay*	
Outpatient Facility/Hospital	Deductible & Coinsurance	
Non-Preferred	Deductible & Coinsurance	
X-ray and other Radiology Procedures		
Preferred	Deductible & Coinsurance	
Non-Preferred	Deductible & Coinsurance	
Routine Preventive Care		
Preferred	Expanded (ACA Compliant) Women's Preventive***	
	Routine Services: 100%	
	Related OV: 100%	
Non-Preferred	Deductible & Coinsurance	

***Routine Women's Preventive required under the Affordable Care Act of 2010 ("ACA")

**Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

<i>Hospital and Physician (cont'd.)</i>	
Routine Vision Care	No Benefit
Prenatal Program	Yes
Emergency Room	\$100 Copay then Deductible & Preferred Coinsurance <i>Copay waived if admitted to a Hospital</i>
Urgent Care Benefit Preferred Non-Preferred	\$50 Copay* Deductible & Coinsurance

<i>Mental Illness/Substance Abuse</i>	
Inpatient Mental Illness/Substance Abuse	Deductible & Coinsurance
Outpatient Mental Illness/Substance Abuse Office Visit	\$25 Copay*
Outpatient Mental Illness/Substance Abuse Therapy	Deductible & Coinsurance

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – PPO Plan

<i>Ancillary/Miscellaneous</i>	
Air Ambulance	Network Deductible & Preferred Coinsurance
Ground Ambulance	Network Deductible & Preferred Coinsurance <i>No limit per trip</i>
Home Health Services	Deductible & Coinsurance <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	Deductible & Coinsurance <i>30 day Calendar Year Maximum</i>
Inpatient Hospice	Deductible & Coinsurance <i>14 Day Lifetime Max</i>
Outpatient Therapy (Speech, Hearing, Physical, and Occupational)	Deductible & Coinsurance <i>Combined 60 visit Calendar Year Maximum for Physical & Occupational Therapy</i> <i>Combined 20 visit Calendar Year Maximum for Speech & Hearing Therapy</i>
Chiropractic Services *Copay applies to the Office Visit Charge Only. Other procedures performed in a Chiropractor's office are subject to the applicable deductible and coinsurance level unless otherwise specified in the benefit schedule.	Network: \$50 Copay* Non-Network: Deductible & Coinsurance
Infertility/Impotency	Not Covered

**Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

<i>Outpatient Prescription Drugs</i>	
Network	BCBSKC Rx
Rx Deductible	None
Long-Term Supply – Mail order only	All covered drugs
Retail In-Network Copays:	
Tier 1:	\$10 Copay
Tier 2:	40% up to \$100
Tier 3:	60% up to \$150
Retail Non-Network Copays:	
Tier 1/ Tier 2/ Tier 3:	50% after \$10 Copay/ 40%/ 60%
In-Network Mail Order Copays:	
Tier 1:	\$20 Copay
Tier 2:	40% up to \$200
Tier 3:	60% up to \$300
Non-Network Mail Order Copays:	
Tier 1/ Tier 2/ Tier 3:	50% after \$20 Copay/ 40%/ 60%
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
Annual Out of Pocket:	\$1,500 Individual/ \$4,500 Family
ExpressScripts Program:	BlueKC Network without Walgreens

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters Eligibility/Termination	Covered for maternity First day of month/last day of month
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Not covered
Coverage for Legally Married Same Sex Spouse	Yes
Wellness Fund (Group Total)	\$35,000 <i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Nurse Line	Yes

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – PPO Plan

<i>Underwriting</i>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	All full-time employees actively working 30 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program
Waiting Period	First of the Month following one full calendar month of service
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	120 Days
Next Renewal	1/1/18
Reinstatement Fee	\$500
Subject to ERISA	No

<i>Mandated Offerings</i>	
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

**Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – PPO Plan**

Rates	
Employee Employee & Spouse Employee & Child(ren) Family	See Cost Plus Agreement

A Healthier You™	
<i>Select only one:</i>	
<input checked="" type="checkbox"/> AHY 100+	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

A Healthier You Buy-Up Options	
<input checked="" type="checkbox"/> AHY Standard – Employees with no medical*	\$2.00 PEPM
*Including individuals with no medical coverage requires automated enrollment via EDI or Blues Enroll.	

Funding	<input checked="" type="checkbox"/> Cost Plus
	<input type="checkbox"/> Insured
	<input type="checkbox"/> Other _____

Confirmed by City of Lee's Summit:

Accepted by Blue Cross and Blue Shield of Kansas City:

Signature

Signature

Title

Title

Date

Date

City of Lee's Summit

Group Number: 34136000
Preferred-Care Blue
BlueSaver PPO Plan
Benefit & Rate Confirmation
(Effective January 1, 2017)



Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan

Preferred-Care Blue
Copayment, Deductible, Coinsurance and Limits

<i>Hospital and Physician</i>		
Calendar Year Deductible	<u>Individual</u>	<u>Family</u>
Preferred	\$2,600	\$5,200
Non-Preferred	\$2,600	\$5,200
Coinsurance Member Pays		
Preferred	0%	
Non-Preferred	30%	
Out-of-Pocket Maximum <i>(Includes Deductible, Coinsurance & All Copays)</i>	<u>Individual</u>	<u>Family</u>
Preferred	\$2,600	\$5,200
Non-Preferred	\$5,200	\$10,400
Physician Office Visit	Deductible & Coinsurance	
Lab Services Performed in a Physician's Office / Independent Lab	Deductible & Coinsurance	
X-ray and other Radiology Procedures	Deductible & Coinsurance	
Routine Preventive Care	Expanded (ACA Compliant) Women's Preventive***	
Preferred	Routine Services: 100%	
	Related OV: 100%	
Non-Preferred	Deductible & Coinsurance	
Routine Vision Care	No Benefit	
Prenatal Program	Yes	
Emergency Room	Deductible & Preferred Coinsurance	
Urgent Care Benefit	Deductible & Coinsurance	

<i>Mental Illness/Substance Abuse</i>	
Inpatient Mental Illness/Substance Abuse	Deductible & Coinsurance
Outpatient Mental Illness/Substance Abuse	Deductible & Coinsurance

***Routine Women's Preventive services required under the Affordable Care Act of 2010 ("ACA")

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan

<i>Ancillary/Miscellaneous</i>	
Air Ambulance	Deductible & Preferred Coinsurance
Ground Ambulance	Deductible & Preferred Coinsurance <i>No limit per trip</i>
Home Health Services	Deductible & Coinsurance <i>60 visit Calendar Year Maximum</i>
Skilled Nursing Facility	Deductible & Coinsurance <i>30 day Calendar Year Maximum</i>
Inpatient Hospice	Deductible & Coinsurance <i>14 Day Lifetime Max</i>
Outpatient Therapy (Speech, Hearing, Physical, and Occupational)	Deductible & Coinsurance <i>Combined 60 visit Calendar Year Maximum for Physical & Occupational Therapy</i> <i>Combined 20 visit Calendar Year Maximum for Speech & Hearing Therapy</i>
Chiropractic Services	Deductible & Coinsurance
Infertility/Impotency	Not Covered

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan

<i>Outpatient Prescription Drugs</i>	
Network	BCBSKC Rx
Long-Term Supply – Mail order only	All covered drugs
Retail Copays: Tier 1/Tier 2/Tier 3	In Network: Deductible then 100% Out of Network: Deductible then 50% after \$10/40/65
Mail Order Copays: Tier 1/Tier 2/Tier 3	In Network: Deductible then 100% Out of Network: Deductible then 50% after \$20/80/130
Contraceptives:	Generic contraceptive drugs covered at 100% Injectables, implants, and devices covered at 100%
ExpressScripts Program:	BlueKC Network without Walgreens

<i>Other</i>	
Lifetime Maximum	Unlimited
Dependent Limiting Age	26
Maternity	Covered
Dependent Daughters	Covered for maternity
Eligibility/Termination	First day of month/last day of month
Domestic Partner Amendment – Coverage for same sex and opposite sex coverage	Not covered
Coverage for Legally Married Same Sex Spouse	Yes
Wellness Fund (Group Total)	\$35,000 <i>*Amount applies to group as a whole and amount is not available for each unique product the group offers.</i>
Bank Selection	UMB
Nurse Line	Yes

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan

<i>Underwriting</i>	
Minimum percent of Eligible employees covered	75%
Percentage threshold of total employee enrollment at renewal based on prior year's enrollment	90%
Classification of Eligible Employees	All full-time employees actively working 30 hours per week; Retirees and their Dependents who are eligible in accordance with the Employer's Employee Benefits Program
Waiting Period	First of the Month following one full calendar month of service
Minimum Employer Contribution	75% cost of Eligible Employees/50% total account premium
Section 125 Enrollment Provisions	Yes
Insurance Coverage Creditable (Medicare Part D)	Yes
Start Date of Annual Enrollment Period	30 days prior to group anniversary date
End Date of Annual Enrollment Period	15 days after group anniversary date
Contract Term	12 months
Subsequent Renewal Terms	12 months
Renewal Notification	120 Days
Next Renewal	1/1/18
Reinstatement Fee	\$500
Subject to ERISA	No

<i>Mandated Offerings</i>	
Pregnancy Termination	<input type="checkbox"/> Accept <input checked="" type="checkbox"/> Reject

Benefit and Rate Confirmation
City of Lee's Summit – Preferred-Care Blue – BlueSaver PPO Plan

Rates	
Employee Employee & Spouse Employee & Child(ren) Family	See Cost Plus Agreement

A Healthier You™	
<i>Select only one:</i>	
<input checked="" type="checkbox"/> AHY 100+	
AHY for Subscriber and Spouse with Medical Coverage	Included in premium

A Healthier You Buy-Up Options	
<input checked="" type="checkbox"/> AHY Standard – Employees with no medical*	\$2.00 PEPM
*Including individuals with no medical coverage requires automated enrollment via EDI or Blues Enroll.	

Funding	<input checked="" type="checkbox"/> Cost Plus <input type="checkbox"/> Insured <input type="checkbox"/> Other _____

Confirmed by City of Lee's Summit:

Accepted by Blue Cross and Blue Shield of Kansas City:

Signature

Signature

Title

Title

Date

Date

Packet Information

File #: TMP-0243, **Version:** 1

AN ORDINANCE APPROVING AMENDMENT NO.4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO.4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Key Issues:

The United States of Labor is changing how it defines white-collar employees for purposes overtime and minimum wage laws. On May 18, 2016 the Wage and Hour division updated the overtime regulations which increases the minimum wage for exempt level employees to an annual amount of \$47,476.

Due to these changes the City has reviewed the current workforce for impacted positions. Using an analysis tool developed by our Law Department, the City analyzed and documented the status of each impacted position. For a position to be classified as exempt it must meet both the salary tests and the and duties test. The duties test includes administrative, executive, and professional exemptions.

The analysis resulted in the reclassification from exempt to non-exempt for 9 positions and 9 positions being re-graded to the minimum grade for exempt level employees. These changes do not include the Parks Department, which is currently being reviewed. The total financial impact for these changes is expected to be approximately \$6,200.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE APPROVING AMENDMENT NO.4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

Earlier this year, the Department of Labor announced the issuance of a Final Rule updating overtime regulations. The Final Rule will go into effect on December 1, 2016. Key provisions of the final rule include setting a standard salary level at the 40th percentile of earnings of full-time salaried workers in the lowest wage Census region, which will be \$47,476.00 and creating a mechanism for automatic updates to the salary and compensation levels every three years.

Several positions within the City were impacted by the Final Rule. In response, the Human Resources Department worked in partnership with the Law Department to develop and implement a test tool for any potentially impacted positions. Additionally, a standard grade threshold was identified as the minimum grade level for exempt level status within the organization. This will help ensure that individuals are graded into positions accurately and in compliance with applicable FLSA rules. Further, it is anticipated that the salary minimum of the applicable grade level can be easily modified as required by the automatic updates built into the final rule to avoid the need for a similar large scale review of impact in future years.

A total of 18 positions within the City are affected by the Final Rule; of those, 9 positions are being re-classified from exempt to non-exempt, due to failure to meet the salary and/or duties tests, while the remaining 9 are being re-graded to the minimum grade level to meet the organizational exempt level status as described above. These modifications organization-wide (excluding Parks & Recreation) are projected to have a net financial impact of approximately \$6,200.00. Projected financial impacts include expected overtime amounts for individuals whose positions must be re-classified from exempt to non-exempt.

Presenter: Denise Kelly - Director of Human Resources

Recommendation: Staff recommends adoption of AN ORDINANCE APPROVING AMENDMENT NO.4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Committee Recommendation: N/A

BILL NO.

ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO.4 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE’S SUMMIT, MISSOURI.

WHEREAS, Ordinance No. 7894, passed by the City Council on June 16, 2016, adopted the City’s Budget for the Fiscal Year ending June 30, 2017; and,

WHEREAS, Exhibit A of Ordinance No. 7894 approved the Pay and Classification Plan which was attached to Ordinance No. 7894; and

WHEREAS, on May 18, 2016 the Department of Labor issued new regulations regarding federal wage and hour laws, including the minimum salary for exempt-level employees and overtime regulations (hereinafter “FLSA Overtime Rules”), which specifically raised the minimum salary for exempt-level employees to \$47,476.00 per year; and,

WHEREAS, the new regulations take effect on December 1, 2016; and,

WHEREAS, as a result of the new regulations, several positions were reviewed and re-classified to ensure compliance with the new regulations; and,

WHEREAS, as a result of the re-classifications, it was necessary to make additional adjustments to the Pay and Classification Plan and Authorized Allocation of Full Time Equivalents to ensure equity within the pay system; and,

WHEREAS, the City Council wishes to appropriate funding for the additional full time equivalents needed as a result of the re-classifications and equity re-alignments.

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

SECTION 1. That the Budget of the City of Lee’s Summit, Missouri adopted by Ordinance No. 7894 by the City Council on June 16, 2016 be and hereby is amended to authorize the following Exhibit A.

SECTION 2. That the Budget for the Fiscal Year ending June 30, 2017, as adopted by Ordinance No. 7894, is hereby amended by increasing the appropriations to and expenditures of the below identified funds for the fiscal and budget year of 2016-2017, in the manner shown below.

Amended Fund	Amended Department	Added/ (Reduced)	New Amended budget
F100 General Fund	Administration	\$6,200	\$4,063,301

SECTION 3. All other provisions of Ordinance No. 7894 shall remain in full force and effect

BILL NO.

ORDINANCE NO.

subject to Amendment No. 1 (Ordinance No: 7944); Amendment No. 2 (Ordinance No: 7945); and Amendment No. 3 (Ordinance No: 7963)

SECTION 4. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 5. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said city this ____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Management and Operations Jackie McCormick Heanue

FY17 Pay and Classification Plan

Exhibit A

Department	Job Title	Grade	Min	Mid	Max
Finance	Cash Receipts Clerk	7	24,565.94	31,960.29	39,354.64
All	Clerk-Typist	7	24,565.94	31,960.29	39,354.64
Airport	Airport Attendant	8	26,111.65	34,037.54	41,963.42
Municipal Court	Deputy Court Clerk	8	26,111.65	34,037.54	41,963.42
Airport	Line Attendant	8	26,111.65	34,037.54	41,963.42
Public Works Operations	Service Attendant	8	26,111.65	34,037.54	41,963.42
Public Works Engineering	Service Representative I	8	26,111.65	34,037.54	41,963.42
Police	Shelter Attendant	8	26,111.65	34,037.54	41,963.42
Finance	Accounting Clerk	9	28,268.71	36,904.80	45,540.89
Municipal Court	Bond Clerk	9	28,268.71	36,904.80	45,540.89
Police	Crime Scene Technician	9	28,268.71	36,904.80	45,540.89
Central Building Services	Custodian	9	28,268.71	36,904.80	45,540.89
Police	Parking Control Officer	9	28,268.71	36,904.80	45,540.89
Police	Police Records Clerk	9	28,268.71	36,904.80	45,540.89
Police	Police Services Officer	9	28,268.71	36,904.80	45,540.89
Municipal Court	Records Management Clerk	9	28,268.71	36,904.80	45,540.89
All	Secretary	9	28,268.71	36,904.80	45,540.89
Finance	Treasury Cashier	9	28,268.71	36,904.80	45,540.89
Municipal Court	Warrant Clerk	9	28,268.71	36,904.80	45,540.89
All	Administrative Assistant	10	30,643.74	40,082.02	49,520.29
All	Administrative Secretary	10	30,643.74	40,082.02	49,520.29
Water	Customer Service Rep.	10	30,643.74	40,082.02	49,520.29
Police	Detention Officer	10	30,643.74	40,082.02	49,520.29
Police	Evidence & Property Tech.	10	30,643.74	40,082.02	49,520.29
Fire	Office Coordinator	10	30,643.74	40,082.02	49,520.29
Finance	Procurement Officer I	10	30,643.74	40,082.02	49,520.29
Public Works Engineering	Signs & Markings Technician	10	30,643.74	40,082.02	49,520.29

Department	Job Title	Grade	Min	Mid	Max
Finance	Account Technician	11	33,261.42	43,572.46	53,883.50
Municipal Court	Accounting Technician	11	33,261.42	43,572.46	53,883.50
Police	Animal Control Officer	11	33,261.42	43,572.46	53,883.50
Development Services	Business Service Rep - Dev Ctr	11	33,261.42	43,572.46	53,883.50
All	Communications Specialist	11	33,261.42	43,572.46	53,883.50
Development Services	Community Standards Officer	11	33,261.42	43,572.46	53,883.50
Municipal Court	Court Security Officer	11	33,261.42	43,572.46	53,883.50
Administration	Deputy City Clerk	11	33,261.42	43,572.46	53,883.50
Finance	EMS Billing Specialist	11	33,261.42	43,572.46	53,883.50
Administration	Executive Assistant	11	33,261.42	43,572.46	53,883.50
Law	Executive Assistant PTR	11	33,261.42	43,572.46	53,883.50
All	Facilities Maintenance Worker	11	33,261.42	43,572.46	53,883.50
Administration	Human Resources Assistant	11	33,261.42	43,572.46	53,883.50
ITS	ITS Help Desk Support Spec.	11	33,261.42	43,572.46	53,883.50
Police	Lead Detention Officer	11	33,261.42	43,572.46	53,883.50
Law	Legal Assistant	11	33,261.42	43,572.46	53,883.50
Development Services	Neighborhood Services Officer	11	33,261.42	43,572.46	53,883.50
Police	Purchasing and Supply Officer	11	33,261.42	43,572.46	53,883.50
Public Works Engineering	Signal & Lighting Technician	11	33,261.42	43,572.46	53,883.50
ITS	System Support Analyst	11	33,261.42	43,572.46	53,883.50
Finance	Accountant	12	36,149.53	46,240.43	56,331.32
Finance	Accounts Payable Supervisor	12	36,149.53	46,240.43	56,331.32
Public Works Operations	Administrative Coordinator	12	36,149.53	46,240.43	56,331.32
Water	Administrative Supervisor	12	36,149.53	46,240.43	56,331.32
Administration	Benefits Specialist	12	36,149.53	46,240.43	56,331.32
Administration	Communications Strategist	12	36,149.53	46,240.43	56,331.32
Law	Contract Compliance Coord/Para	12	36,149.53	46,240.43	56,331.32
Water	Customer Service Supervisor	12	36,149.53	46,240.43	56,331.32
Development Services	Development Technician	12	36,149.53	46,240.43	56,331.32
Public Works Engineering	Engineering Technician	12	36,149.53	46,240.43	56,331.32
Water	Equipment Technician	12	36,149.53	46,240.43	56,331.32
Development Services	Field Building Inspector	12	36,149.53	46,240.43	56,331.32
Development Services	Field Engineering Inspector	12	36,149.53	46,240.43	56,331.32
ITS	GIS Technician	12	36,149.53	46,240.43	56,331.32
Water	Instrumentation and Controls Technician	12	36,149.53	46,240.43	56,331.32
All	Lead Comm Specialist	12	36,149.53	46,240.43	56,331.32
Administration	Marketing Specialist	12	36,149.53	46,240.43	56,331.32
Finance	Payroll Specialist	12	36,149.53	46,240.43	56,331.32
Development Services	Permit Technician	12	36,149.53	46,240.43	56,331.32
Municipal Court	Probation/Compliance Officer	12	36,149.53	46,240.43	56,331.32
Finance	Procurement Officer II	12	36,149.53	46,240.43	56,331.32
Public Works Engineering	Senior Signal & Lighting Tech.	12	36,149.53	46,240.43	56,331.32
ITS	System Support Specialist	12	36,149.53	46,240.43	56,331.32
All	Technical Services Specialist	12	36,149.53	46,240.43	56,331.32
Water	Utility Technician	12	36,149.53	46,240.43	56,331.32
ITS	Web Specialist	12	36,149.53	46,240.43	56,331.32

Department	Job Title	Grade	Min	Mid	Max
Police	Animal Control Field Supvr.	13	39,339.27	51,750.82	64,162.36
Central Building Services	Central Building Services Supv	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	CIP Resident Inspector	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Environmental Specialist	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Field Engineering Inspector	13	39,339.27	51,750.82	64,162.36
Finance	Financial Analyst	13	39,339.27	51,750.82	64,162.36
Administration	Human Resources Generalist	13	39,339.27	51,750.82	64,162.36
Fire/Dev. Center/Water	Management Analyst	13	39,339.27	51,750.82	64,162.36
Water	Metered Services Supervisor	13	39,339.27	51,750.82	64,162.36
Law	Office Manager/Paralegal	13	39,339.27	51,750.82	64,162.36
Development Services	Planner	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Right-of-Way Agent	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Senior Engineering Technician	13	39,339.27	51,750.82	64,162.36
ITS	Senior GIS Technician	13	39,339.27	51,750.82	64,162.36
Finance	Senior Procurement Officer	13	39,339.27	51,750.82	64,162.36
Water	Water Utilities Analyst	13	39,339.27	51,750.82	64,162.36
 					
ITS	Applications Analyst	14	42,865.82	56,518.59	70,171.35
Airport	Assistant Airport Manager	14	42,865.82	56,518.59	70,171.35
Finance	Cash Management Officer	14	42,865.82	56,518.59	70,171.35
All	Communications Supervisor	14	42,865.82	56,518.59	70,171.35
ITS	Communications Systems Admin.	14	42,865.82	56,518.59	70,171.35
Water	Community Relations Specialist	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Construction Project Manager	14	42,865.82	56,518.59	70,171.35
Central Vehicle Maintenance	Maintenance Shop Supervisor	14	42,865.82	56,518.59	70,171.35
Police	Mgr, Accreditation/Info Mgmt	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Project Manager	14	42,865.82	56,518.59	70,171.35
Planning and Special Projects	Senior Planner	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Lead Engineering Technician	14	42,865.82	56,518.59	70,171.35
ITS	Web Administrator	14	42,865.82	56,518.59	70,171.35

Department	Job Title	Grade	Min	Mid	Max
Police	Animal Control Manager	15	47,476.00	61,781.62	76,794.41
ITS	Applications Administrator	15	47,476.00	61,781.62	76,794.41
Administration	City Clerk	15	47,476.00	61,781.62	76,794.41
Water	Control System Supervisor	15	47,476.00	61,781.62	76,794.41
Administration	Media Services Supervisor	15	47,476.00	61,781.62	76,794.41
ITS	Network Administrator	15	47,476.00	61,781.62	76,794.41
Development Services	Plans Examiner	15	47,476.00	61,781.62	76,794.41
Police	Police Systems Manager	15	47,476.00	61,781.62	76,794.41
Administration	Public Communications Coord.	15	47,476.00	61,781.62	76,794.41
Administration	Risk Management Officer	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Staff Engineer	15	47,476.00	61,781.62	76,794.41
All	Streets Operations Supervisor	15	47,476.00	61,781.62	76,794.41
Water	Utility System Supervisor	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Environmental Specialist	15	47,476.00	61,781.62	76,794.41
Police	Mgr, Accreditation/Info Mgmt	15	47,476.00	61,781.62	76,794.41
Airport	Assistant Airport Manager	15	47,476.00	61,781.62	76,794.41
Finance	Cash Management Officer	15	47,476.00	61,781.62	76,794.41
Finance	Financial Analyst	15	47,476.00	61,781.62	76,794.41
Development Services	Planner	15	47,476.00	61,781.62	76,794.41
CBS	Central Building Services Manager	15	47,476.00	61,781.62	76,794.41
Administration	Management Analyst	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Public Works Administration Manager	15	47,476.00	61,781.62	76,794.41
 					
Airport	Airport Manager	16	51,092.90	67,596.04	84,099.07
Municipal Court	Court Administrator	16	51,092.90	67,596.04	84,099.07
ITS	Database Administrator	16	51,092.90	67,596.04	84,099.07
Development Services	Field Services Manager	16	51,092.90	67,596.04	84,099.07
Central Vehicle Maintenance	Fleet Manager	16	51,092.90	67,596.04	84,099.07
ITS	GIS Coordinator	16	51,092.90	67,596.04	84,099.07
ITS	IT Operations Supervisor	16	51,092.90	67,596.04	84,099.07
ITS	ITS Project Manager	16	51,092.90	67,596.04	84,099.07
ITS	ITS Support Services Supvr.	16	51,092.90	67,596.04	84,099.07
Development Services	Planning Division Manager	16	51,092.90	67,596.04	84,099.07
Development Services	Project Manager - Dev Ctr	16	51,092.90	67,596.04	84,099.07
Public Works Operations	Public Works Operations Mgr.	16	51,092.90	67,596.04	84,099.07
Development Services	Senior Field Building Inspect.	16	51,092.90	67,596.04	84,099.07
All	Senior Staff Engineer	16	51,092.90	67,596.04	84,099.07
Law	Staff Attorney	16	51,092.90	67,596.04	84,099.07
ITS	Systems Analyst	16	51,092.90	67,596.04	84,099.07
Water	Utility System Manager	16	51,092.90	67,596.04	84,099.07
Planning and Special Projects	Senior Planner	16	51,092.90	67,596.04	84,099.07

Department	Job Title	Grade	Min	Mid	Max
Planning and Special Projects	Asst Director of Planning Svcs	17	55,888.87	74,080.70	92,272.52
Development Services	Asst. Director of Codes Admin.	17	55,888.87	74,080.70	92,272.52
Central Building Services	City Architect	17	55,888.87	74,080.70	92,272.52
Public Works Engineering	Construction Manager	17	55,888.87	74,080.70	92,272.52
Finance	Controller	17	55,888.87	74,080.70	92,272.52
Development Services	Development Engineering Mgr.	17	55,888.87	74,080.70	92,272.52
Water	Facilities Manager	17	55,888.87	74,080.70	92,272.52
Finance	Procurement & Contract Svc Mgr	17	55,888.87	74,080.70	92,272.52
Solid Waste	Solid Waste Superintendent	17	55,888.87	74,080.70	92,272.52
Public Works Engineering	Supervisory Engineer	17	55,888.87	74,080.70	92,272.52
Development Services	Planning Division Manager	17	55,888.87	74,080.70	92,272.52
Development Services	Asst. Development Center Dir.	18	61,212.99	81,260.25	101,307.50
Water	Asst. Dir. of Engineering Svcs	18	61,212.99	81,260.25	101,307.50
Water	Asst. Dir. of Support Service	18	61,212.99	81,260.25	101,307.50
Water	Asst. Director of Operations	18	61,212.99	81,260.25	101,307.50
Public Works Operations	Asst. Director of P. Wks. Oper	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Mgmt & Ops	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Public Safety	18	61,212.99	81,260.25	101,307.50
Law	Chief of Litigation	18	61,212.99	81,260.25	101,307.50
Public Works Engineering	City Traffic Engineer	18	61,212.99	81,260.25	101,307.50
ITS	Manager, Entprs. Tech. Svcs.	18	61,212.99	81,260.25	101,307.50
ITS	Asst Director, App Mgmt Svcs	19	70,545.93	93,649.72	116,753.51
Public Works Engineering	Deputy Dir. of P.Wks./Admin.	19	70,545.93	93,649.72	116,753.51
Public Works Engineering	Deputy Dir. of P.Wks./City Eng	19	70,545.93	93,649.72	116,753.51
Finance	Deputy Director of Finance	19	70,545.93	93,649.72	116,753.51
Administration	Director of Human Resources	19	70,545.93	93,649.72	116,753.51
ITS	Chief Technology Officer	20	74,711.04	99,216.27	123,721.49
All	Director of Administration	20	74,711.04	99,216.27	123,721.49
Development Services	Director of Development Center	20	74,711.04	99,216.27	123,721.49
Planning and Special Projects	Director of Planning & NHS	20	74,711.04	99,216.27	123,721.49
All	Asst. City Mgr., Dev Svcs/Comm	21	80,141.96	106,428.52	132,715.08
All	Asst. City Mgr., Operations	21	80,141.96	106,428.52	132,715.08
Water	Director of Water Utilities	21	80,141.96	106,428.52	132,715.08
Finance	Finance Director	21	80,141.96	106,428.52	132,715.08
Public Works Engineering	Director of Public Works	22	82,909.73	108,863.02	134,816.31
Fire	Fire Chief	22	82,909.73	108,863.02	134,816.31
Police	Police Chief	22	82,909.73	108,863.02	134,816.31
Law	Chief Prosecuting Attorney	24	90,000.00	145,000.00	200,000.00
Law	City Attorney	24	90,000.00	145,000.00	200,000.00

Department	Job Title	Grade	Min	Mid	Max
Part Time Temporary					
Development Services	Administrative Support	PTT	0.00	25,000.00	50,000.00
Airport	Airport Intern	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Evening	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Sys Support PTT	PTT	0.00	25,000.00	50,000.00
Public Works Engineering	Construction Inspector	PTT	0.00	25,000.00	50,000.00
Water	Fire Hydrant Painter	PTT	0.00	25,000.00	50,000.00
ITS	ITS Support PTT	PTT	0.00	25,000.00	50,000.00
Administration	Payroll Support	PTT	0.00	25,000.00	50,000.00
Planning and Special Projects	Planning Intern	PTT	0.00	25,000.00	50,000.00
Law	Prosecuting Attorney PTR	PTT	0.00	25,000.00	50,000.00
Represented Groups					
Fire	Fire Engineer	F2	40,941.09	48,617.55	56,294.00
Fire	Firefighter	F2	40,941.09	48,617.55	56,294.00
Fire	Fire Specialist	F3	44,605.37	55,779.02	66,952.67
Fire	Fire Captain I	F4	53,153.26	63,597.88	74,042.49
Fire	Fire Captain II	F5	58,134.06	71,940.90	85,747.74
Fire	Battalion Chief	F7	69,810.54	84,121.70	98,432.86
Fire	Assistant Fire Chief II	F8	76,442.50	92,113.26	107,783.98
Fire	Assistant Fire Chief I	F9	79,749.90	100,864.02	118,030.00
Police	Police Officer I	P1	38,629.42	46,077.33	53,778.27
Police	Police Officer II	P2	42,032.31	49,798.30	57,826.85
Police	Master Police Officer I	P3	45,794.26	57,400.16	69,006.06
Police	Master Police Officer II	P4	57,201.54	63,103.80	69,006.06
Police	Police Sergeant I	P5	57,500.00	72,073.54	86,647.08
Police	Police Sergeant II	P6	72,073.00	79,360.00	86,647.00
Police	Police Captain	P7	69,810.54	84,121.70	98,432.86
Police	Police Major I	P8	76,442.50	92,113.26	107,783.98
Police	Police Major II	P9	79,749.90	100,864.02	118,030.00
Central Vehicle Maintenance	Mechanic	UN0	33,473.65	41,713.36	49,953.07
All	Maintenance Worker	UN2	28,443.17	36,418.62	44,394.06
Public Works Operations	Equipment Operator	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Sewer	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Water	UN4	35,075.25	42,514.16	49,953.07
Water	Meter Service Technician	UN6	26,111.70	37,815.86	49,520.22
Water	Metered Services Specialist	UN7	33,261.49	43,572.46	53,883.44

Public Works Engineering

FY17 Budget Summary

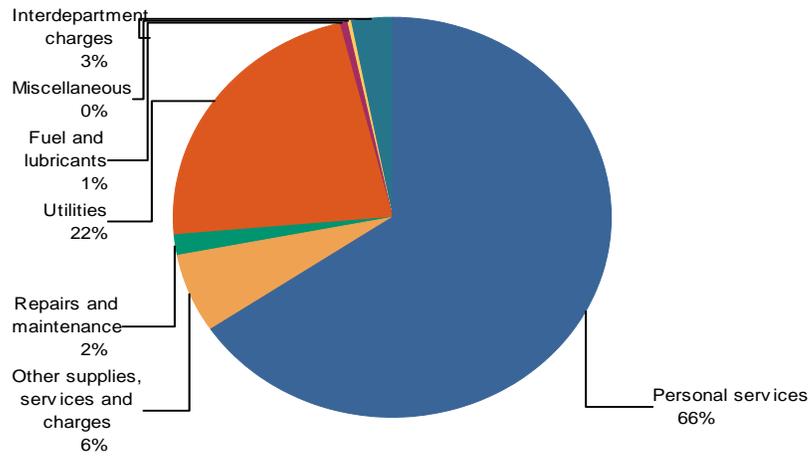
Expenses by Program and Services

Programs and Services	FY15 Actual	FY16 Budget	FY16 Projected	FY17 Requested	Difference FY16 Budget		Difference FY16 Proj
					\$	%	\$
Department Administration	1,383,204	1,330,595	1,397,951	1,397,466	66,870	5%	(485)
Support To Development	337,852	188,537	174,446	138,420	(50,116)	(27%)	(36,025)
Support to Water Eng & Const	232,261	95,726	82,472	98,308	2,582	3%	15,836
Customer Service	188,418	157,260	157,029	344,598	187,338	119%	187,569
Support to Solid Waste Mgmt	25,495	44,738	97,088	30,811	(13,927)	(31%)	(66,277)
Traffic Engineering	150,958	207,790	207,631	1,984,968	1,777,178	855%	1,777,337
Infrastructure Improvemts	1,377,569	1,281,538	1,256,143	1,286,310	4,772	0%	30,167
Support to Airport	55,910	30,865	25,454	40,995	10,130	33%	15,542
Department Totals	3,751,667	3,337,049	3,398,213	5,321,876	1,984,827	59%	1,923,662

Expenses by Type

Expense Category	FY15 Actual	FY16 Budget	FY16 Projected	FY17 Requested	Difference FY16 Budget		Difference FY16 Proj
					\$	%	\$
Personal services	3,365,761	2,958,271	3,038,210	3,487,202	528,931	18%	448,992
Other supplies, services and charges	141,182	119,153	123,376	337,651	218,498	183%	214,275
Repairs and maintenance	75,438	47,781	47,511	89,458	41,676	87%	41,946
Utilities	0	0	0	1,196,773	1,196,773	0%	1,196,773
Fuel and lubricants	18,913	29,042	13,714	31,413	2,371	8%	17,699
Miscellaneous	1,530	17,270	9,870	9,650	(7,620)	(44%)	(220)
Interdepartment charges	148,843	165,532	165,532	169,729	4,197	3%	4,197
Department Totals	3,751,667	3,337,049	3,398,213	5,321,876	1,984,827	59%	1,923,662

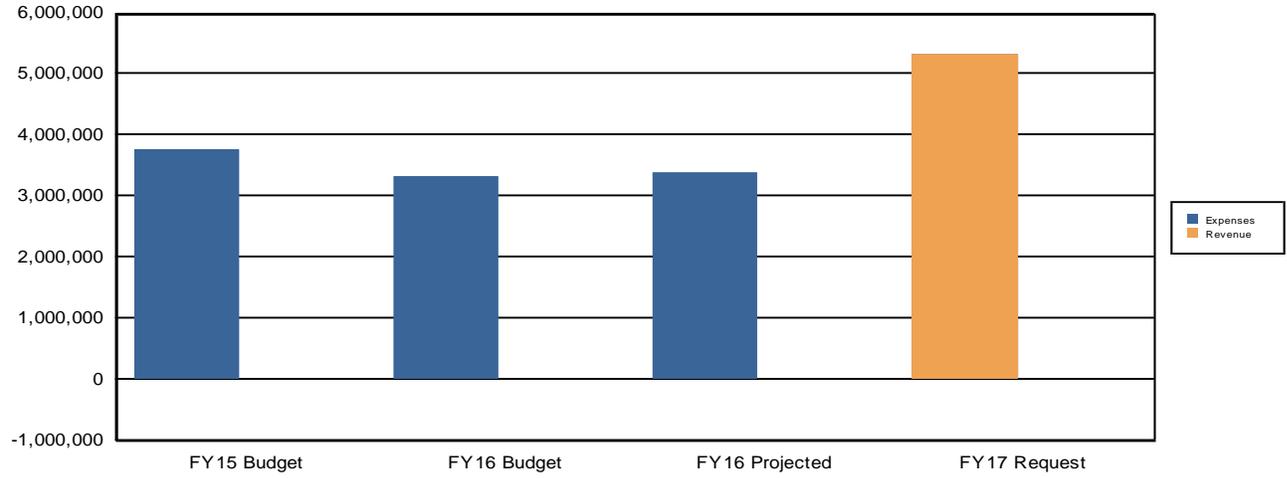
FY17 Expenses By Type



Full Time Equivalents (FTE)

Job Titles	FY15 Budget	FY16 Budget	FY17 Requested	Difference FY16	Amended Ch
Administrative Assistant	1.00	1.00	1.00	0.00	
CIP Resident Inspector	4.00	5.00	5.00	0.00	
City Traffic Engineer	1.00	1.00	1.00	0.00	
Clerk-Typist	1.00	1.00	1.00	0.00	
Construction Inspector	1.90	2.80	2.10	-0.70	
Construction Manager	1.00	1.00	1.00	0.00	
Construction Project Manager	3.00	3.00	3.00	0.00	
Deputy Dir. of P.Wks./Admin.	1.00	1.00	1.00	0.00	
Deputy Dir. of P.Wks./City Eng	1.00	1.00	1.00	0.00	
Development Engineering Mgr.	1.00	0.00	0.00	0.00	
Director of Public Works	1.00	1.00	1.00	0.00	
Engineering Technician	2.00	3.00	3.00	0.00	
Environmental Specialist	0.00	0.00	1.00	1.00	
Field Engineering Inspector	0.00	0.00	1.00	1.00	
Lead Engineering Technician	0.00	0.00	1.00	1.00	
Project Manager	0.00	1.00	1.00	0.00	
Public Works Inspector	5.00	0.00	0.00	0.00	
Public Works Mgmt. Analyst	1.00	1.00	1.00	0.00	0.0
Public Works Administration Manager					1.0
Right-of-Way Agent	1.00	1.00	1.00	0.00	
Senior Engineering Technician	2.00	2.00	1.00	-1.00	
Senior Signal & Lighting Tech.	0.00	0.00	1.00	1.00	
Senior Staff Engineer	8.00	6.00	4.00	-2.00	
Service Representative I	1.00	1.00	1.00	0.00	
Signal & Lighting Technician	0.00	0.00	1.00	1.00	
Signs & Markings Technician	0.00	0.00	3.00	3.00	
Staff Engineer	0.00	0.00	2.00	2.00	
Streets Operations Supervisor	0.00	0.00	1.00	1.00	
Supervisory Engineer	2.00	1.00	1.00	0.00	

Total Budget



Report data refreshed 9/21/2016 6:40:17AM

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129%

(2%)

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City of Lee's Summit, Missouri
 FLSA Administrative/Professional/Executive Exemption Analysis Tool

Job Title:	Department:
Supervisor:	Date:
Current Pay Grade:	Department Director:

Salary Test: Effective December 1, 2016, in order to meet the salary test for exempt status, an employee must receive a gross pay amount of at least \$913.00 per week/\$22.825 per hour/\$47,476.00 per year.

Does the employee receive a gross pay amount of at least \$913.00 per week? <input type="checkbox"/> Yes <input type="checkbox"/> No
--

*If the answer to the above is NO, then the employee is non-exempt. STOP.
 If the answer is YES, go on to the Duties Tests.

Duties Tests: The employee only needs to satisfy one of the three duties tests below.

- Administrative Duties Test: Employees whose primary duty (50% or more of the employee's time) is office or non-manual work related to management or general business operations of the City, with work involving exercise of discretion and independent judgment related to matters of significance. Check all that apply:
 - Authority to formulate, affect, interpret or implement management policies or operating practices.
 - Carries out major assignments in conducting the operations of the organization.
 - Performs work that affects business operations to a substantial degree.
 - Authority to waive or deviate from policies and procedures without prior approval.
 - Provides consultation or expert advice to management.
 - Plans operational objectives.
 - Investigates and resolves matters of significance on behalf of management or the organization.
 - Leads a team of workers assigned to a task or project.
 - Have been delegated authority regarding matters of significance.

Based on the criteria listed above, does the employee's primary duty consist of office or non-manual work directly related to the management or general business operations of the City? <input type="checkbox"/> Yes <input type="checkbox"/> No
--

Based on the criteria listed above, does the employee customarily and regularly exercise discretion or independent judgment related to matters of significance? Yes No

* If the answer to either of the above is NO, then the employee does not qualify for the Administrative duty exemption.

*If the answer to both of the above is YES, STOP and go to Pg. 3.

- Executive Duties Test: employees whose primary duty (50% or more of the employee's time) is the management of the City, with the employee directly supervising two or more full time equivalent (FTE) employees. Check all that apply:
 - Interviewing, selecting, training employees, and directing the work of employees; conducting performance appraisals of employees.
 - Disciplining employees
 - Planning the work, determining techniques, and apportioning the work among employees.
 - Determining the type of materials, supplies, machinery, equipment, or tools to be used and bought.
 - Planning and controlling a budget.

Based upon the above criteria, does the employee's primary duty consist of management within the City? Yes No

Does the employee customarily and regularly direct the work of two or more employees?
 Yes No

Does the employee have the authority to make employment decisions regarding other employees, or is their recommendation given particular weight? Yes No

* If the answer to either of the above is NO, then the employee does not qualify for the Executive duty exemption.

*If the answer to all of the above is YES, STOP and go to Pg. 3.

- Professional Duties Test: employees whose primary duty (50% or more of the employee's time) involves performance work requiring advanced knowledge in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction or the performance of creative work requiring invention, imagination, originality, or talent in a recognized field of artistic or creative endeavors.

Does the employee's primary duty meet the following requirements? Yes No

- 1) Employee performs work requiring advanced knowledge, predominately intellectual in character and includes work requiring consistent exercise of discretion and judgment.
- 2) Advanced knowledge is in a field of science or learning.
- 3) Advanced knowledge is customarily acquired by a prolonged course of specialized intellectual instruction.

Does the employee's primary duty require invention, imagination, originality, or talent in a recognized field of artistic or creative endeavor?

Yes No

Summary of Analysis. Based upon the analysis above, the above-referenced position satisfies the following:

<u>Test</u>	<u>Yes</u>	<u>No</u>
Salary Test		
Administrative Duties Test		
Executive Duties Test		
Professional Duties Test		

This position _____ IS _____ IS NOT Exempt under the FLSA guidelines.

Based upon the above analysis and determination, this position needs to be re-graded to Grade 15 Exempt.

Yes No

If the position is determined to be non-exempt, please provide an estimate of weekly overtime expectations based upon current workload: _____ hours per week.

Date

Supervisor

Department Director

Director of Human Resources

For Human Resources Department Use Only

No Action Needed

Employee/Position Status Updated: _____ by _____
Date Employee Name

Packet Information

File #: TMP-0245, **Version:** 1

AN ORDINANCE APPROVING MODIFICATION NO. 1 TO RFP NO. 2015-107 TO PROVIDE FOR PHASE 2, RECORDS CONSULTING SERVICES, WITH MCCi, LCC, IN AN AMOUNT NOT TO EXCEED \$23,750.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCi, LLC, ON BEHALF OF THE CITY.

Proposed Committee Motion:

I MOVE TO RECOMMEND TO THE CITY COUNCIL ADOPTION OF AN ORDINANCE APPROVING MODIFICATION NO. 1 TO RFP NO. 2015-107 TO PROVIDE FOR PHASE 2, RECORDS CONSULTING SERVICES, WITH MCCi, LCC, IN AN AMOUNT NOT TO EXCEED \$23,750.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCi, LLC, ON BEHALF OF THE CITY.

Key Issues:

Modification No. 1 provides for assistance from MCCi's Certified Records Manager (CRM) to City departments in developing departmental records management policies and procedures. The CRM will be working with members of the Records Review Board, which is comprised of representatives from each department. This process is scheduled to be completed no later than April of 2017.

Background:

In January of 2015, the City Manager presented to the Council his intent for a Records Management Audit, the first step in providing more unified records management practices throughout the organization. Following the RFP process, the City awarded the agreement to MCCi, LLC by Ordinance No. 7727, approved by the City Council on October 15, 2015. The audit was conducted, a report was provided and MCCi made a presentation to the City Council on February 4, 2016.

In January of 2016, the City Manager informed the Council that Phase 2 of the Audit will provide further records management services from MCCi. Modification No. 1 to the original RFP with MCCi, LLC, outlines the additional services to be provided and is attached to this packet form.

Presenter: Denise Chisum

Recommendation: STAFF RECOMMENDS APPROVAL OF AN ORDINANCE APPROVING MODIFICATION NO. 1 TO RFP NO. 2015-107 TO PROVIDE FOR PHASE 2, RECORDS CONSULTING SERVICES, WITH MCCi, LCC, IN AN AMOUNT NOT TO EXCEED \$23,750.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCi, LLC, ON BEHALF OF THE CITY.

BILL NO. 16-

AN ORDINANCE APPROVING MODIFICATION NO. 1 TO RFP NO. 2015-107 TO PROVIDE FOR PHASE 2, RECORDS CONSULTING SERVICES, WITH MCCi, LCC, IN AN AMOUNT NOT TO EXCEED \$23,750.00 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCCi, LLC, ON BEHALF OF THE CITY.

WHEREAS, the City Manager recognized a need for more unified records management practices throughout the organization; and,

WHEREAS, in response to this need, an RFP was issued on August 14, 2015, and subsequently awarded to MCCi, LLC by Ordinance No. 7727, approved by the City Council on October 15, 2015; and,

WHEREAS, MCCi performed the Audit within the prescribed Scope of Services and provided a written report outlining the findings of said Audit, as well as a presentation to the City Council on February 4, 2016; and,

WHEREAS, the City Manager presented his recommendation for Phase 2 of the Audit to the City Council, which will provide further records management assistance; and,

WHEREAS, MCCi has provided an additional scope of services which addresses the items in Phase 2 as recommended by the City Manager, and has provided a total cost for said additional scope of services in the total amount of \$23,750.00; and,

WHEREAS, the City and MCCi desire to enter into a modification of the original RFP to incorporate additional scope of services items in order to implement Phase 2 of the Audit as recommended by the City Manager.

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

SECTION 1. That Modification No. 1 to RFP No. 2015-107 be and hereby is awarded to MCCi, LLC.

SECTION 2. That Modification No. 1 to RFP No. 2015-107 by and between the City of Lee's Summit, Missouri, and MCCi, LLC generally for the purpose of providing Phase 2 records consulting services in an amount not to exceed \$23,750.00, a true and accurate copy being attached hereto as Exhibit A and incorporated herein by reference, be and the same is hereby approved. The City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

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

PASSED by the City Council of Lee's Summit, Missouri this _____ day of _____, 2016.

BILL NO. 16-

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED by the Mayor of said City this _____ day of _____, 2016.

Mayor Randall L. Rhoads

ATTEST:

City Clerk Denise R. Chisum

APPROVED AS TO FORM:

Chief Counsel of Management and Operations
Jackie McCormick Heanue



LEE'S SUMMIT MISSOURI

MODIFICATION No. 1 OF AGREEMENT 2015-107

1. Modification Number and Date Modification #1 DATE: September 19, 2016	2. Agreement Number: 2015-107 Agreement Period: October 15, 2015 – October 14, 2016									
3. Procurement Officer: DeeDee Tschirhart Telephone Number: 816-969-1087	4. Contractor Name/Address: MCCI 7940 Park Ridge Drive, Ft. Worth, TX 76137									
5. Issued by: City of Lee's Summit, MO Procurement and Contract Services Division 220 S.E. Green Street, Lee's Summit, MO 64063										
6. Special Instructions: Contractor is required to sign Block 8 showing acceptance of the below written modification and to return the original to address shown in Block 5 within 10 days after receipt, preferably by certified mail to insure a system of positive receipts. Modification shall be effective on the day of the City Manager's signature, unless otherwise designated.										
7. Description of Modification(s): 1. Implementation of Phase II: Assistance from MCCI to begin working with individual departments to roll out the City's overall Records Plan. The City has estimated that a total of nine days onsite will be needed to cover all required departments, to be done in three (3) different trips. The first engagement will be 3.5 days, to include an overview to all departments so they know what is expected prior to individual meetings. Phase II has a not to exceed amount of \$23,750.00. <table style="margin-left: 40px;"> <tr> <td>Phase I</td> <td>Not to Exceed Amount</td> <td>\$47,400.00</td> </tr> <tr> <td>Phase II</td> <td>Not to Exceed Amount</td> <td><u>\$23,750.00</u></td> </tr> <tr> <td colspan="2">REVISED AGREEMENT NOT TO EXCEED AMOUNT</td> <td>\$71,150.00</td> </tr> </table> <p style="margin-left: 40px;">Reference Council Approval of Phase I, Ordinance Number 7727 on October 15, 2015.</p> 2. Revised Contract Expiry Date: From October 14, 2016 To April 30, 2017		Phase I	Not to Exceed Amount	\$47,400.00	Phase II	Not to Exceed Amount	<u>\$23,750.00</u>	REVISED AGREEMENT NOT TO EXCEED AMOUNT		\$71,150.00
Phase I	Not to Exceed Amount	\$47,400.00								
Phase II	Not to Exceed Amount	<u>\$23,750.00</u>								
REVISED AGREEMENT NOT TO EXCEED AMOUNT		\$71,150.00								
8. Contractor's Signature:  <hr/> Name President 9/20/2017 <hr/> Title Date	9. City of Lee's Summit, Missouri <hr/> Stephen A. Arbo, City Manager Date APPROVED AS TO FORM: <hr/> Office of the City Attorney Date									
10. Distribution: Original: Bid File Copies to: Contractor Using departments										

Scope of Services – Phase 2

The City of Lee's Summit, MO desires assistance from MCCi to begin working with individual departments to roll out the City's overall Records Plan. The City has estimated that a total of 9 days onsite will be needed to cover all required departments. MCCi is proposing that this be separated into three different trips. The first engagement will be 3.5 days, with the first part being an overview to all departments so they know what is expected prior to their individual meetings.

Phase 2 will incorporate:

Records Retention Assessment – Phase 2 Focus Areas

Individual Department Meetings

- Purpose of Meetings:
 - Records Series Analysis for each department as pertaining to the State of Missouri Retention Schedules.
 - Assist departments with their specific records policies and implementing these into practice
 - Note – MCCi will provide written recommendations for the departments. However, the departments will need to actually write and adopt their specific records policies.
- MCCi will provide recommendations to include in departmental policies, procedures and practices to manage destruction, routing, storage, approval, amendment of the City's records.
- MCCi will provide standard forms, either hard copies or electronic, to assist in managing the destruction, routing, storage, approval, amendment, of the City's records.

Availability of Information

Materials/information needed for MCCi's assessment will be made available during regular business hours. The City of Lee's Summit shall provide access, within reason, and at no cost to the contractor, to all information relevant to the project.

Requirements

Department Liaisons will need to be scheduled prior to MCCi onsite time. They will need to be prepared to go through their files records series by record series, including the boxes that are currently stored at Iron Mountain.

Unknown boxes should be identified and pulled. MCCi Records Manager will assist in helping the departments decide whether to scan, retain paper, or destroy the records. This will be summarized in the final report for the departments, as well as recommendations regarding destruction process and if some records should be left at Iron Mountain or not.

PAYMENT & BILLING TERMS

This project will be invoiced upon completion of the proposed professional services, as outlined herein:

- Milestone 1:
 - Completion of First Onsite Meetings – 3.5 Days Onsite, 12 Hours CRM, 2 Hour Project Management
 - Deliverables:
 - Onsite Kickoff Meeting with all department liaisons to set expectations and outline schedules.
 - Onsite Meetings as explained in “Phase 2 Focus Area” above.
 - Written report as explained above.
- Milestone 2:
 - Completion of Second Onsite Meetings – 3 Days Onsite, 12 Hours CRM, 1 Hours Project Management
 - Deliverables:
 - Onsite Meetings as explained in “Phase 2 Focus Area” above.
 - Written report as explained above.
- Milestone 3:
 - Completion of Third Onsite Meetings – 3 Days Onsite, 12 Hours CRM, 1 Hour Project Management
 - Deliverables:
 - Onsite Meetings as explained in “Phase 2 Focus Area” above.
 - Written report as explained above.

TASK/PERSONNEL BREAKDOWN

Task No.	Description Of Task	Personnel Classification	Est Hours Per Personnel	Hourly Rate	Total Cost
<i>Records Management Consulting Days Onsite *Delivered by Certified Records Manager (CRM) *\$1,900 Daily Rate *Travel Expenses Included</i>	See Project scope above for detailed description of onsite time.	MCCi – Certified Records Manager Lee’s Summit – Project Manager, Records Manager, Departmental Liaisons involved in the records process (will only be needed during their allotted times)	9.5 Days Onsite	<i>\$1,900 Daily Rate *Travel Expenses Included</i>	<i>\$18,050</i>
<i>The onsite days will be scheduled across three different trips, each trip will be three days. The first trip will be 3.5 days.</i>					
<i>MCCi CRM Hourly Rate, per hour</i>	Report Development and data compilation as a result of the onsite time engaged with departments.	MCCi – Certified Records Manager	36	<i>\$140</i>	<i>\$5,040</i>
<i>MCCi Project Management Services</i>	Coordination of schedules for MCCi Records Manager in conjunction with Lee’s Summit staff. Overall management of project deliverables.	MCCi – Project Manager	4	<i>\$165</i>	<i>\$660</i>
Project Total Cost					\$23,750

Packet Information

File #: TMP-0248, **Version:** 1

AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017 AS ADOPTED BY ORDINANCE NO. 7894 BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Issue/Request:

AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017 AS ADOPTED BY ORDINANCE NO. 7894 BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Key Issues:

-Chief of Litigation position was vacated in August 2016.

-Interviews to fill vacant position held in September 2016.

-Results of interviews and internal analysis of needs of the department and the organization prompted re-organization to consist of the following:

- Split of current FTE for Chief of Litigation position into two (2) 0.50 FTEs, with the Chief of Litigation position remaining in the pay plan as 0.50 FTE.

- Creation of a new position to utilize the remaining 0.50 FTE, titled Chief Counsel of Infrastructure and Planning, resulting in no FTE increase or financial impact.

- Re-distribution of additional job duties to current Chief Counsel of Management and Operations, and re-titling of position to Chief Counsel of Management and Operations/Deputy City Attorney, resulting in no FTE increase or financial impact.

Proposed Committee Motion:

I move to recommend to City Council AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017 AS ADOPTED BY ORDINANCE NO. 7894 BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

Background:

The Law Department experienced the departure of the Chief of Litigation in August 2016. The position, which served as the primary litigation counsel for the City as well as primary counsel for the Public Works department, among other duties, was posted immediately. Interviews of several candidates were held in September 2016.

Contemporaneous to the interview process, an analysis of the needs and objectives of the Department was revisited. When reviewing the workload of the position when performing at optimal/intended output, it was determined that there is a need and objective of dedicating talent and resources exclusively to litigation related matters, and that continuing to bring and keep litigation matters in-house will result in further financial savings to the City overall. Additionally, it was determined that assigning tasks related to the Public Works Department, including condemnation/ eminent domain, as well as the Planning and Codes Department would result in further efficiencies, as these departments have frequent interactions at both the operational and legal level.

In reviewing these findings, it was determined that an individual most qualified to provide services related to litigation may not be as uniquely qualified to provide the remaining services needed with respect to the Public Works and Planning and Codes Department. However, it was also determined that the volume of work for these needs individually did not warrant the creation of any additional FTEs.

The Law Department proposes that the current FTE allocated to the Chief of Litigation position be split, and a new job position be created, with the FTE to be re-allocated and titled as follows:

- Chief of Litigation: 0.50 FTE (Part-Time position 20-29 hours per week)
- Chief Counsel of Infrastructure & Planning 0.50 FTE (Part-Time position 20-29 hours per week)

There will be no additional financial impact to the Law Department budget as a result of these changes.

The proposed re-organization as noted above will also include the addition of job duties and restructuring of the Chief Counsel of Management & Operations position. As a result of this, it is proposed that the title also be changed to Chief Counsel of Management & Operations/Deputy City Attorney. There is no financial impact associated with this job title modification, and is included in this packet solely for the purpose of being included as a change in title to the Pay Plan.

Impact/Analysis:

No budgetary impact.

Timeline:

Other Information/Unique Characteristics:

[Enter text here]

Presenter: Brian W. Head, City Attorney

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING AMENDMENT NO. 5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017 AS ADOPTED BY ORDINANCE NO. 7894 BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

File #: TMP-0248, **Version:** 1

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.**ORDINANCE NO.**

AN ORDINANCE APPROVING AMENDMENT NO.5 TO THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2017, AS ADOPTED BY ORDINANCE NO. 7894, BY REVISING THE AUTHORIZED PAY AND CLASSIFICATION PLAN AND AUTHORIZED ALLOCATION OF FULL TIME EQUIVALENTS FOR CERTAIN POSITIONS AND THE AUTHORIZED BUDGET EXPENDITURES OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, Ordinance No. 7894, passed by the City Council on June 16, 2016, adopted the City's Budget for the Fiscal Year ending June 30, 2017; and,

WHEREAS, Exhibit A of Ordinance No. 7894 approved the Pay and Classification Plan which was attached to Ordinance No. 7894; and

WHEREAS, the Law Department has submitted a proposal to revise the Pay and Classification Plan as applied to certain positions within the Law Department; and,

WHEREAS, said revisions include the addition of one job title, the revision of one job title, and the splitting of current FTE allocations among two positions equally; and,

WHEREAS, the City Council desires to affirm the adjustments to the Pay and Classification Plan proposed by the Law Department and to further appropriate funding for the additional full time equivalents requested.

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

SECTION 1. That the Budget of the City of Lee's Summit, Missouri adopted by Ordinance No. 7894 by the City Council on June 16, 2016, as amended by Ordinance No. _____ with "Exhibit A-1" be and hereby is amended by removing the existing "Exhibit A-1", and replacing it with the attached "Exhibit A-2".

SECTION 2. All other provisions of Ordinance No. 7894 shall remain in full force and effect subject to Amendment No. 1 (Ordinance No: 7944); Amendment No. 2 (Ordinance No: 7945); Amendment No. 3 (Ordinance No: 7963); and Amendment No. 4 (Ordinance No. _____).

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

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

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____day of _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

BILL NO.

ORDINANCE NO.

APPROVED by the Mayor of said city this ____ day of _____, 2016.

Mayor *Randall L. Rhoads*

ATTEST:

City Clerk *Denise R. Chisum*

APPROVED AS TO FORM:

Chief Counsel of Management and Operations *Jackie McCormick Heanue*

FY17 Pay and Classification Plan

Exhibit A

Department	Job Title	Grade	Min	Mid	Max
Finance	Cash Receipts Clerk	7	24,565.94	31,960.29	39,354.64
All	Clerk-Typist	7	24,565.94	31,960.29	39,354.64
Airport	Airport Attendant	8	26,111.65	34,037.54	41,963.42
Municipal Court	Deputy Court Clerk	8	26,111.65	34,037.54	41,963.42
Airport	Line Attendant	8	26,111.65	34,037.54	41,963.42
Public Works Operations	Service Attendant	8	26,111.65	34,037.54	41,963.42
Public Works Engineering	Service Representative I	8	26,111.65	34,037.54	41,963.42
Police	Shelter Attendant	8	26,111.65	34,037.54	41,963.42
Finance	Accounting Clerk	9	28,268.71	36,904.80	45,540.89
Municipal Court	Bond Clerk	9	28,268.71	36,904.80	45,540.89
Police	Crime Scene Technician	9	28,268.71	36,904.80	45,540.89
Central Building Services	Custodian	9	28,268.71	36,904.80	45,540.89
Police	Parking Control Officer	9	28,268.71	36,904.80	45,540.89
Police	Police Records Clerk	9	28,268.71	36,904.80	45,540.89
Police	Police Services Officer	9	28,268.71	36,904.80	45,540.89
Municipal Court	Records Management Clerk	9	28,268.71	36,904.80	45,540.89
All	Secretary	9	28,268.71	36,904.80	45,540.89
Finance	Treasury Cashier	9	28,268.71	36,904.80	45,540.89
Municipal Court	Warrant Clerk	9	28,268.71	36,904.80	45,540.89
All	Administrative Assistant	10	30,643.74	40,082.02	49,520.29
All	Administrative Secretary	10	30,643.74	40,082.02	49,520.29
Water	Customer Service Rep.	10	30,643.74	40,082.02	49,520.29
Police	Detention Officer	10	30,643.74	40,082.02	49,520.29
Police	Evidence & Property Tech.	10	30,643.74	40,082.02	49,520.29
Fire	Office Coordinator	10	30,643.74	40,082.02	49,520.29
Finance	Procurement Officer I	10	30,643.74	40,082.02	49,520.29
Public Works Engineering	Signs & Markings Technician	10	30,643.74	40,082.02	49,520.29

Department	Job Title	Grade	Min	Mid	Max
Finance	Account Technician	11	33,261.42	43,572.46	53,883.50
Municipal Court	Accounting Technician	11	33,261.42	43,572.46	53,883.50
Police	Animal Control Officer	11	33,261.42	43,572.46	53,883.50
Development Services	Business Service Rep - Dev Ctr	11	33,261.42	43,572.46	53,883.50
All	Communications Specialist	11	33,261.42	43,572.46	53,883.50
Development Services	Community Standards Officer	11	33,261.42	43,572.46	53,883.50
Municipal Court	Court Security Officer	11	33,261.42	43,572.46	53,883.50
Administration	Deputy City Clerk	11	33,261.42	43,572.46	53,883.50
Finance	EMS Billing Specialist	11	33,261.42	43,572.46	53,883.50
Administration	Executive Assistant	11	33,261.42	43,572.46	53,883.50
Law	Executive Assistant PTR	11	33,261.42	43,572.46	53,883.50
All	Facilities Maintenance Worker	11	33,261.42	43,572.46	53,883.50
Administration	Human Resources Assistant	11	33,261.42	43,572.46	53,883.50
ITS	ITS Help Desk Support Spec.	11	33,261.42	43,572.46	53,883.50
Police	Lead Detention Officer	11	33,261.42	43,572.46	53,883.50
Law	Legal Assistant	11	33,261.42	43,572.46	53,883.50
Development Services	Neighborhood Services Officer	11	33,261.42	43,572.46	53,883.50
Police	Purchasing and Supply Officer	11	33,261.42	43,572.46	53,883.50
Public Works Engineering	Signal & Lighting Technician	11	33,261.42	43,572.46	53,883.50
ITS	System Support Analyst	11	33,261.42	43,572.46	53,883.50
Finance	Accountant	12	36,149.53	46,240.43	56,331.32
Finance	Accounts Payable Supervisor	12	36,149.53	46,240.43	56,331.32
Public Works Operations	Administrative Coordinator	12	36,149.53	46,240.43	56,331.32
Water	Administrative Supervisor	12	36,149.53	46,240.43	56,331.32
Administration	Benefits Specialist	12	36,149.53	46,240.43	56,331.32
Administration	Communications Strategist	12	36,149.53	46,240.43	56,331.32
Law	Contract Compliance Coord/Para	12	36,149.53	46,240.43	56,331.32
Water	Customer Service Supervisor	12	36,149.53	46,240.43	56,331.32
Development Services	Development Technician	12	36,149.53	46,240.43	56,331.32
Public Works Engineering	Engineering Technician	12	36,149.53	46,240.43	56,331.32
Water	Equipment Technician	12	36,149.53	46,240.43	56,331.32
Development Services	Field Building Inspector	12	36,149.53	46,240.43	56,331.32
Development Services	Field Engineering Inspector	12	36,149.53	46,240.43	56,331.32
ITS	GIS Technician	12	36,149.53	46,240.43	56,331.32
Water	Instrumentation and Controls Technician	12	36,149.53	46,240.43	56,331.32
All	Lead Comm Specialist	12	36,149.53	46,240.43	56,331.32
Administration	Marketing Specialist	12	36,149.53	46,240.43	56,331.32
Finance	Payroll Specialist	12	36,149.53	46,240.43	56,331.32
Development Services	Permit Technician	12	36,149.53	46,240.43	56,331.32
Municipal Court	Probation/Compliance Officer	12	36,149.53	46,240.43	56,331.32
Finance	Procurement Officer II	12	36,149.53	46,240.43	56,331.32
Public Works Engineering	Senior Signal & Lighting Tech.	12	36,149.53	46,240.43	56,331.32
ITS	System Support Specialist	12	36,149.53	46,240.43	56,331.32
All	Technical Services Specialist	12	36,149.53	46,240.43	56,331.32
Water	Utility Technician	12	36,149.53	46,240.43	56,331.32
ITS	Web Specialist	12	36,149.53	46,240.43	56,331.32

Department	Job Title	Grade	Min	Mid	Max
Police	Animal Control Field Supvr.	13	39,339.27	51,750.82	64,162.36
Central Building Services	Central Building Services Supv	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	CIP Resident Inspector	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Environmental Specialist	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Field Engineering Inspector	13	39,339.27	51,750.82	64,162.36
Finance	Financial Analyst	13	39,339.27	51,750.82	64,162.36
Administration	Human Resources Generalist	13	39,339.27	51,750.82	64,162.36
Fire/Dev. Center/Water	Management Analyst	13	39,339.27	51,750.82	64,162.36
Water	Metered Services Supervisor	13	39,339.27	51,750.82	64,162.36
Law	Office Manager/Paralegal	13	39,339.27	51,750.82	64,162.36
Development Services	Planner	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Right-of-Way Agent	13	39,339.27	51,750.82	64,162.36
Public Works Engineering	Senior Engineering Technician	13	39,339.27	51,750.82	64,162.36
ITS	Senior GIS Technician	13	39,339.27	51,750.82	64,162.36
Finance	Senior Procurement Officer	13	39,339.27	51,750.82	64,162.36
Water	Water Utilities Analyst	13	39,339.27	51,750.82	64,162.36
 					
ITS	Applications Analyst	14	42,865.82	56,518.59	70,171.35
Airport	Assistant Airport Manager	14	42,865.82	56,518.59	70,171.35
Finance	Cash Management Officer	14	42,865.82	56,518.59	70,171.35
All	Communications Supervisor	14	42,865.82	56,518.59	70,171.35
ITS	Communications Systems Admin.	14	42,865.82	56,518.59	70,171.35
Water	Community Relations Specialist	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Construction Project Manager	14	42,865.82	56,518.59	70,171.35
Central Vehicle Maintenance	Maintenance Shop Supervisor	14	42,865.82	56,518.59	70,171.35
Police	Mgr, Accreditation/Info Mgmt	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Project Manager	14	42,865.82	56,518.59	70,171.35
Planning and Special Projects	Senior Planner	14	42,865.82	56,518.59	70,171.35
Public Works Engineering	Lead Engineering Technician	14	42,865.82	56,518.59	70,171.35
ITS	Web Administrator	14	42,865.82	56,518.59	70,171.35

Department	Job Title	Grade	Min	Mid	Max
Police	Animal Control Manager	15	47,476.00	61,781.62	76,794.41
ITS	Applications Administrator	15	47,476.00	61,781.62	76,794.41
Administration	City Clerk	15	47,476.00	61,781.62	76,794.41
Water	Control System Supervisor	15	47,476.00	61,781.62	76,794.41
Administration	Media Services Supervisor	15	47,476.00	61,781.62	76,794.41
ITS	Network Administrator	15	47,476.00	61,781.62	76,794.41
Development Services	Plans Examiner	15	47,476.00	61,781.62	76,794.41
Police	Police Systems Manager	15	47,476.00	61,781.62	76,794.41
Administration	Public Communications Coord.	15	47,476.00	61,781.62	76,794.41
Administration	Risk Management Officer	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Staff Engineer	15	47,476.00	61,781.62	76,794.41
All	Streets Operations Supervisor	15	47,476.00	61,781.62	76,794.41
Water	Utility System Supervisor	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Environmental Specialist	15	47,476.00	61,781.62	76,794.41
Police	Mgr, Accreditation/Info Mgmt	15	47,476.00	61,781.62	76,794.41
Airport	Assistant Airport Manager	15	47,476.00	61,781.62	76,794.41
Finance	Cash Management Officer	15	47,476.00	61,781.62	76,794.41
Finance	Financial Analyst	15	47,476.00	61,781.62	76,794.41
Development Services	Planner	15	47,476.00	61,781.62	76,794.41
CBS	Central Building Services Manager	15	47,476.00	61,781.62	76,794.41
Administration	Management Analyst	15	47,476.00	61,781.62	76,794.41
Public Works Engineering	Public Works Administration Manager	15	47,476.00	61,781.62	76,794.41
Airport	Airport Manager	16	51,092.90	67,596.04	84,099.07
Municipal Court	Court Administrator	16	51,092.90	67,596.04	84,099.07
ITS	Database Administrator	16	51,092.90	67,596.04	84,099.07
Development Services	Field Services Manager	16	51,092.90	67,596.04	84,099.07
Central Vehicle Maintenance	Fleet Manager	16	51,092.90	67,596.04	84,099.07
ITS	GIS Coordinator	16	51,092.90	67,596.04	84,099.07
ITS	IT Operations Supervisor	16	51,092.90	67,596.04	84,099.07
ITS	ITS Project Manager	16	51,092.90	67,596.04	84,099.07
ITS	ITS Support Services Supvr.	16	51,092.90	67,596.04	84,099.07
Development Services	Planning Division Manager	16	51,092.90	67,596.04	84,099.07
Development Services	Project Manager - Dev Ctr	16	51,092.90	67,596.04	84,099.07
Public Works Operations	Public Works Operations Mgr.	16	51,092.90	67,596.04	84,099.07
Development Services	Senior Field Building Inspect.	16	51,092.90	67,596.04	84,099.07
All	Senior Staff Engineer	16	51,092.90	67,596.04	84,099.07
Law	Staff Attorney	16	51,092.90	67,596.04	84,099.07
ITS	Systems Analyst	16	51,092.90	67,596.04	84,099.07
Water	Utility System Manager	16	51,092.90	67,596.04	84,099.07
Planning and Special Projects	Senior Planner	16	51,092.90	67,596.04	84,099.07

Department	Job Title	Grade	Min	Mid	Max
Planning and Special Projects	Asst Director of Planning Svcs	17	55,888.87	74,080.70	92,272.52
Development Services	Asst. Director of Codes Admin.	17	55,888.87	74,080.70	92,272.52
Central Building Services	City Architect	17	55,888.87	74,080.70	92,272.52
Public Works Engineering	Construction Manager	17	55,888.87	74,080.70	92,272.52
Finance	Controller	17	55,888.87	74,080.70	92,272.52
Development Services	Development Engineering Mgr.	17	55,888.87	74,080.70	92,272.52
Water	Facilities Manager	17	55,888.87	74,080.70	92,272.52
Finance	Procurement & Contract Svc Mgr	17	55,888.87	74,080.70	92,272.52
Solid Waste	Solid Waste Superintendent	17	55,888.87	74,080.70	92,272.52
Public Works Engineering	Supervisory Engineer	17	55,888.87	74,080.70	92,272.52
Development Services	Planning Division Manager	17	55,888.87	74,080.70	92,272.52
Development Services	Asst. Development Center Dir.	18	61,212.99	81,260.25	101,307.50
Water	Asst. Dir. of Engineering Svcs	18	61,212.99	81,260.25	101,307.50
Water	Asst. Dir. of Support Service	18	61,212.99	81,260.25	101,307.50
Water	Asst. Director of Operations	18	61,212.99	81,260.25	101,307.50
Public Works Operations	Asst. Director of P. Wks. Oper	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Mgmt & Ops / Dep City Attorney	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Public Safety	18	61,212.99	81,260.25	101,307.50
Law	Chief of Litigation	18	61,212.99	81,260.25	101,307.50
Law	Chief Counsel of Infrastructure & Planning	18	61,212.99	81,260.25	101,307.50
Public Works Engineering	City Traffic Engineer	18	61,212.99	81,260.25	101,307.50
ITS	Manager, Entprs. Tech. Svcs.	18	61,212.99	81,260.25	101,307.50
ITS	Asst Director, App Mgmt Svcs	19	70,545.93	93,649.72	116,753.51
Public Works Engineering	Deputy Dir. of P.Wks./Admin.	19	70,545.93	93,649.72	116,753.51
Public Works Engineering	Deputy Dir. of P.Wks./City Eng	19	70,545.93	93,649.72	116,753.51
Finance	Deputy Director of Finance	19	70,545.93	93,649.72	116,753.51
Administration	Director of Human Resources	19	70,545.93	93,649.72	116,753.51
ITS	Chief Technology Officer	20	74,711.04	99,216.27	123,721.49
All	Director of Administration	20	74,711.04	99,216.27	123,721.49
Development Services	Director of Development Center	20	74,711.04	99,216.27	123,721.49
Planning and Special Projects	Director of Planning & NHS	20	74,711.04	99,216.27	123,721.49
All	Asst. City Mgr., Dev Svcs/Comm	21	80,141.96	106,428.52	132,715.08
All	Asst. City Mgr., Operations	21	80,141.96	106,428.52	132,715.08
Water	Director of Water Utilities	21	80,141.96	106,428.52	132,715.08
Finance	Finance Director	21	80,141.96	106,428.52	132,715.08
Public Works Engineering	Director of Public Works	22	82,909.73	108,863.02	134,816.31
Fire	Fire Chief	22	82,909.73	108,863.02	134,816.31
Police	Police Chief	22	82,909.73	108,863.02	134,816.31
Law	Chief Prosecuting Attorney	24	90,000.00	145,000.00	200,000.00
Law	City Attorney	24	90,000.00	145,000.00	200,000.00

Department	Job Title	Grade	Min	Mid	Max
Part Time Temporary					
Development Services	Administrative Support	PTT	0.00	25,000.00	50,000.00
Airport	Airport Intern	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Evening	PTT	0.00	25,000.00	50,000.00
ITS	Audio Visual Sys Support PTT	PTT	0.00	25,000.00	50,000.00
Public Works Engineering	Construction Inspector	PTT	0.00	25,000.00	50,000.00
Water	Fire Hydrant Painter	PTT	0.00	25,000.00	50,000.00
ITS	ITS Support PTT	PTT	0.00	25,000.00	50,000.00
Administration	Payroll Support	PTT	0.00	25,000.00	50,000.00
Planning and Special Projects	Planning Intern	PTT	0.00	25,000.00	50,000.00
Law	Prosecuting Attorney PTR	PTT	0.00	25,000.00	50,000.00
Represented Groups					
Fire	Fire Engineer	F2	40,941.09	48,617.55	56,294.00
Fire	Firefighter	F2	40,941.09	48,617.55	56,294.00
Fire	Fire Specialist	F3	44,605.37	55,779.02	66,952.67
Fire	Fire Captain I	F4	53,153.26	63,597.88	74,042.49
Fire	Fire Captain II	F5	58,134.06	71,940.90	85,747.74
Fire	Battalion Chief	F7	69,810.54	84,121.70	98,432.86
Fire	Assistant Fire Chief II	F8	76,442.50	92,113.26	107,783.98
Fire	Assistant Fire Chief I	F9	79,749.90	100,864.02	118,030.00
Police	Police Officer I	P1	38,629.42	46,077.33	53,778.27
Police	Police Officer II	P2	42,032.31	49,798.30	57,826.85
Police	Master Police Officer I	P3	45,794.26	57,400.16	69,006.06
Police	Master Police Officer II	P4	57,201.54	63,103.80	69,006.06
Police	Police Sergeant I	P5	57,500.00	72,073.54	86,647.08
Police	Police Sergeant II	P6	72,073.00	79,360.00	86,647.00
Police	Police Captain	P7	69,810.54	84,121.70	98,432.86
Police	Police Major I	P8	76,442.50	92,113.26	107,783.98
Police	Police Major II	P9	79,749.90	100,864.02	118,030.00
Central Vehicle Maintenance	Mechanic	UN0	33,473.65	41,713.36	49,953.07
All	Maintenance Worker	UN2	28,443.17	36,418.62	44,394.06
Public Works Operations	Equipment Operator	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Sewer	UN4	35,075.25	42,514.16	49,953.07
Water	Equipment Operator Water	UN4	35,075.25	42,514.16	49,953.07
Water	Meter Service Technician	UN6	26,111.70	37,815.86	49,520.22
Water	Metered Services Specialist	UN7	33,261.49	43,572.46	53,883.44

Law

FY17 Budget Summary

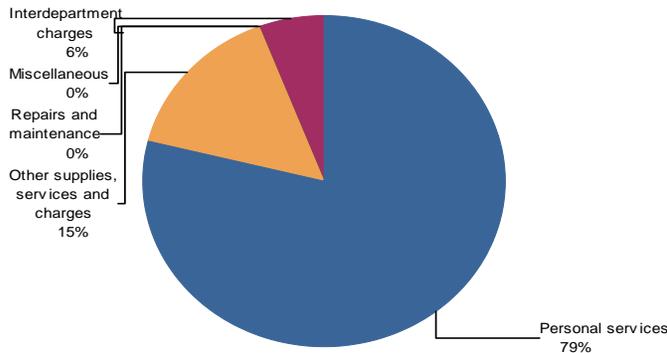
Expenses by Program and Services

Programs and Services	FY15	FY16	FY16	FY17	Difference		Difference	
	Actual	Budget	Projected	Requested	FY16 Budget		FY16 Projected	
					\$	%	\$	%
Department Administration	319,909	451,325	488,607	370,121	(81,204)	(18%)	(118,486)	(24%)
Safety & Risk Management	149,092	125,552	127,342	182,579	57,027	45%	55,237	43%
Code Enforcement/Prosecut	336,472	335,674	314,498	354,462	18,788	6%	39,964	13%
Support To Development	64,141	3,312	3,312	72,213	68,901	2,080%	68,901	2,080%
Legal Compliance	335,466	303,394	250,161	291,854	(11,540)	(4%)	41,693	17%
Department Totals	1,205,080	1,219,257	1,183,920	1,271,229	51,972	4%	87,309	7%

Expenses by Type

Expense Category	FY15	FY16	FY16	FY17	Difference		Difference	
	Actual	Budget	Projected	Requested	FY16 Budget		FY16 Projected	
					\$	%	\$	%
Personal services	1,028,626	993,368	942,960	1,002,151	8,783	1%	59,191	6%
Other supplies, services and charges	120,957	160,379	175,350	193,707	33,328	21%	18,357	10%
Repairs and maintenance	0	941	941	1,010	69	7%	69	7%
Miscellaneous	0	300	400	400	100	33%	0	0%
Interdepartment charges	55,497	64,269	64,269	73,961	9,692	15%	9,692	15%
Department Totals	1,205,080	1,219,257	1,183,920	1,271,229	51,972	4%	87,309	7%

FY17 Expenses By Type

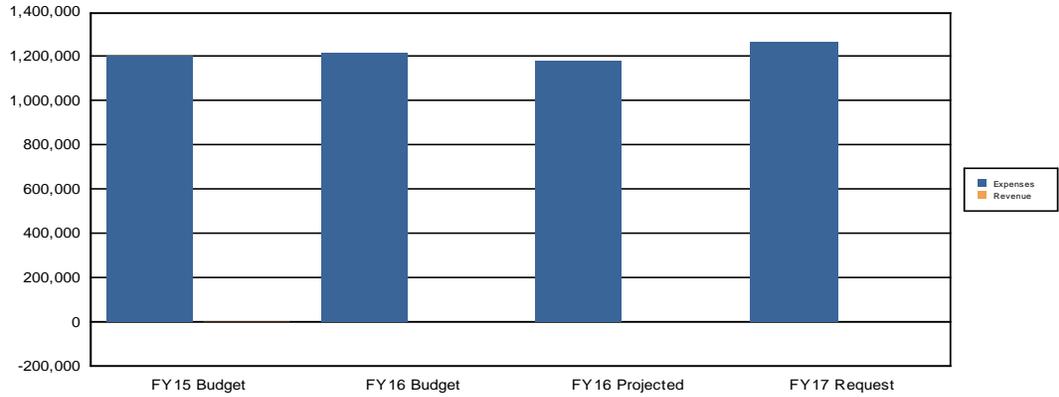


Full Time Equivalents (FTE)

Job Titles	FY15	FY16	FY17	Difference	Amended Changes
	Budget	Budget	Requested	FY16	
Assistant City Attorney II	1.00	0.00	0.00	0.00	
Asst City Attorney I/Risk Mgr	1.00	0.00	0.00	0.00	
Chief Counsel of Infrastructure & Planning					0.50
Chief Counsel of Mgmt & Ops / Deputy City Attorney	0.00	1.00	1.00	0.00	
Chief Counsel of Public Safety	0.00	0.00	1.00	1.00	
Chief of Litigation	0.00	1.00	1.00	0.00	0.50
Chief Prosecuting Attorney	1.00	1.00	1.00	0.00	
City Attorney	1.00	1.00	1.00	0.00	
Contract Compliance Coord/Para	0.00	1.00	1.00	0.00	
Contract Compliance Manager	1.00	0.00	0.00	0.00	

Deputy City Attorney	1.00	0.00	0.00	0.00	
Executive Assistant PTR	0.00	0.75	0.80	0.05	
Legal Assistant	0.00	0.00	1.00	1.00	
Legal Secretary	1.00	0.00	0.00	0.00	
Office Coordinator II	1.00	0.00	0.00	0.00	
Office Manager/Paralegal	0.00	0.00	1.00	1.00	
Paralegal/Victims Advocate	2.00	2.00	0.00	-2.00	
Police Legal Advisor	1.00	1.00	0.00	-1.00	
Prosecuting Attorney PTR	0.50	0.50	0.75	0.25	
Staff Attorney	0.00	1.00	1.00	0.00	
Department Totals	11.50	10.25	10.55	0.30	1.00

Total Budget



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