

**SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
DCI CONSULTING GROUP, INC.**

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

RECITALS

A. The City issued a Request for Proposals, RFP #2025-060 Phase II Employee Compensation and Classification (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide Phase II Employee Compensation and Classification (the "Services").

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

AGREEMENT

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

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.
2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work incorporated in the proposal (the "Proposal"), attached hereto as Exhibit A.
3. Compensation. The City shall pay Contractor for the Services at the rates and in the phases set forth on page 30 of the proposal (the "Proposal"), attached hereto as Exhibit A which is an outline of the phases and total cost of the project.
4. Payments. The City shall pay the Contractor, upon completion and acceptance of work performed and completed, and upon submission and approval of invoices. All invoices shall document and itemize all work and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified.
5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

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

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

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

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

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

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

11. Insurance.

11.1 General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement,

the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated below shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2024 is \$3,370,137 for all claims arising out of a single accident or occurrence
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement.

Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

11.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$500,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof and contain, or be endorsed to contain Transportation Pollution Liability insurance covering materials to be transported

by Contractor pursuant to this Agreement and such coverage shall be at least as broad as policy form CA 99 48 03 06. This coverage may also be provided on the Contractors Pollution Liability policy. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.
- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$3,000,000 each claim and \$3,000,000 annual aggregate.

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

- E. Cyber Liability Insurance. If this Agreement is the subject of any services or work involving the City's information technology structure, or if Contractor engages in any services or work in any way related to performing work involving the City's information technology structure under this Agreement, Contractor shall maintain Cyber Liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

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

12. Termination; Cancellation.

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

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

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

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

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

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

12.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

13. Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor: DCI Consulting Group, Inc.
19201 I Street NW
Washington, DC 20006
Attn: Anne Holmes

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

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

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

13.15 Information Technology

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

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

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

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

e. **Permitted Access.** The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data

SEAL

13.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Purchase Order or Work Order, the RFP and the proposal (the "Proposal"), attached hereto as Exhibit A, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

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

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

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

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

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

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

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

13.25 Special Provisions.

It is expressly understood that in the event of any discrepancy or contradiction in the terms of this agreement between this contract and proposal (the "Proposal"), attached hereto as Exhibit A, the terms of this contract shall govern.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City

Manager's designee, executes the Agreement ("Effective Date").

CITY OF LEE'S SUMMIT

Mark Dunning, City Manager

Date

ATTEST:

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Edward Rucker, Chief Counsel of Management and Operations

DCI CONSULTING GROUP, INC.

By _____

Print Name _____

Title _____

EXHIBIT A
TO
SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
DCI CONSULTING GROUP, INC.

CONTRACTOR'S PROPOSAL
IS ATTACHED HERETO AS EXHIBIT A

Pages 1 through 30.



DCI Consulting Group, Inc.

1920 I Street NW, Washington, DC 20006 | www.dciconsult.com | (202) 828-6900

April 30, 2025

DeeDee Tschirhart
Procurement Officer:
Procurement and Contract Services
City of Lee's Summit City Hall
220 Southeast Green St.
Lee's Summit, MO 64063

Dear DeeDee:

DCI Consulting Group, Inc. (DCI) is pleased to submit a response to the City of Lee's Summit for the 2025-060 Phase II Employee Compensation and Classification RFP. DCI is a human resource consulting firm strategically located in Washington, DC. DCI provides in-depth consulting in a wide range of HR areas, including the design and implementation of compensation programs, employee selection and test validation, systemic compensation discrimination analyses, Non-Discrimination Employment Plan development and implementation, litigation support, and regulatory affairs and government relations.

Since its founding in 2001, DCI has evolved into one of the nation's leading providers of compensation and pay equity consulting services, helping organizations of all sizes address their specific business goals. DCI has assembled a highly experienced team of nationally known compensation and pay equity experts, along with a talented support staff, to support this project. The team has vast experience in the areas of designing and implementing compensation plans to increase employee satisfaction, improve retention, and attract talented employees, while staying abreast of current compensation trends and regulatory requirements.

DCI does not have an off-the-shelf, one-sized fits all approach to compensation consulting. Instead, DCI leverages the technical expertise of its staff, and the understanding of the client's needs and desired outcomes to develop each project plan and approach. DCI staff maintain current knowledge regarding professional standards, contemporary issues, and regulatory requirements related to compensation and pay equity through review of literature, emerging case law, and collaboration with colleagues. In any given year, DCI staff demonstrate this knowledge through blogs and article publications, as well as through presentations on contemporary topics related to compensation, pay equity, advanced statistical methods, and associated topics at a variety of professional conferences.

We look forward to your review of this proposal. DCI is committed to your ultimate success and looks forward to continuing to have City of Lee's Summit as a valued client. If you need any additional information related to this RFP response, please feel free to contact Anne Holmes, Vice President of Business Development, aholmes@dciconsult.com.

Sincerely,

A handwritten signature in black ink, appearing to read "David B. Cohen". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

David B. Cohen
President
DCI Consulting Group, Inc.

VENDOR INFORMATION FORM

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

DCI Consulting Group, Inc.
FIRM SUBMITTING PROPOSAL

54-2025094
FEDERAL TAX ID NUMBER

Brian Pirko, Chief Operating Officer
PRINTED NAME AND TITLE



AUTHORIZED SIGNATURE

1920 I St. NW
ADDRESS

(202) 828-6900

(202) 828-6901

TELEPHONE

FAX

Washington, DC 20006
CITY STATE ZIP

April 30, 2025
DATE

www.dciconsult.com
WEB SITE

contracts@dciconsult.com
E-MAIL ADDRESS

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

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

Has the Firm been certified by any jurisdiction in Missouri as a minority or woman-owned business enterprise? If yes, please provide details and documentation of the certification. No

FORM NO. 1: PROPOSER PROFILE**1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:**

DCI Consulting Group, Inc., 1920 I St. NW Washington, DC 20006

1a. Provider /Firm is: ☒ National ☐ Regional ☐ Local**1b. Year Provider/Firm Established: 2001**

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

DCI has worked successfully with many clients, varying in size and industry, over the past 24 years. DCI staff have conducted compensation and pay equity studies across both the public and private sector at both US-specific and Global levels, as well as in proactive and litigation settings. DCI has worked with numerous cities, counties, and municipalities; however, due to the confidential nature of these projects, DCI is not able to disclose specific details.

Year of Experience conducting requested services

DCI has 24 years of extensive experience assisting clients with compensation and pay equity studies. DCI's proven track record of planning, managing, and implementing similar projects for our clients is unparalleled.

1c. Licensed to do business in the State of Missouri: ☒ Yes ☐ No**1d. Principal contact information: Name, title, telephone number and email address:**

Anne Holmes, Vice President of Business Development, (202) 815-5083, aholmes@dciconsult.com

1e. Address of office to perform work, if different from Item No. 1: N/A**2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:**

DCI has a workforce of over 60 employees and consists of two consulting divisions, as well as an operations, software, and human resources team. The two consulting divisions are Workforce Equity & Compliance Strategy (WECS) and Employment & Litigation Services (ELS). The WECS division is comprised of 30 consulting staff who focus specifically on compliance related services such as Non-Discrimination Employment plans, audits, diversity, and other people analytics. The ELS division is comprised of 25 consultants who primarily assist organizations with pay equity, selection and assessment, and litigation support. DCI expects that two Senior Consultants from the ELS division will perform the vast majority of work for the City of Lee's Summit.

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

Elliot R. Susseles (Independent Contractor), President Public Sector Human Resources Consulting, LLC. Elliot will provide technical support for this project.

3a. Has this Joint Venture previously worked together? ☒ Yes ☐ No

FORM NO. 2: KEY OUTSIDE CONSULTANTS/SUBCONTRACTORS

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

SUB-CONSULTANT #1

Elliot R. Susseles, M.A.
1420 Larch CT
Fuquay-Varina, NC 27526

Specialty/Role with this Project:

Public Sector Compensation Consulting Expert to provide technical support for this project.

Worked with Lead Firm Before: ☒ Yes ☐ No

Year Firm Established: 2001

Years of Experience providing requested services: 35

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

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

Years of Experience providing requested services

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

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

Years of Experience providing requested services

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

FORM NO. 3: EXPERIENCE/REFERENCES

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

Project Name & Location: Washington Metropolitan Area Transit Authority (WMATA); DC

Completion Date (Actual or Estimated): 2024

Project Owners Name & Address: Michael D. Levy; 300 7th Street SW, 5th Floor, Washington,
DC 20001

Project Owner's Contact Person, Title & Telephone Number: Michael D. Levy, Director of Labor
Relations, (202) 962-2894

Estimated Cost (in Thousands) for Entire Project: \$100,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$100,000

Scope of Entire Project: (Please give quantitative indications wherever possible). Labor economics support of collective bargaining with the ATU including a total compensation analysis and strategic bargaining support.

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

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Elliot R. Susseles, Consultant & Compensation Expert

FORM NO. 3: EXPERIENCE/REFERENCES

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

Project Name & Location: Boulder Valley School District, CO

Completion Date (Actual or Estimated): 2022 to 2024

Project Owners Name & Address: James Hill; 6500 E. Arapahoe Road,
Boulder, CO 80303

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

Assistant Superintendent HR, (720) 561-5080

Estimated Cost (in Thousands) for Entire Project: \$300,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$300,000

Scope of Entire Project: (Please give quantitative indications wherever possible). Conducted multiple market analyses to support negotiations with employee groups.

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

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: Elliot R. Susseles, Consultant & Compensation Expert

FORM NO. 3: EXPERIENCE/REFERENCES

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

Project Name & Location: ThorLabs Compensation Project Newton, NJ

Completion Date (Actual or Estimated): December 2021

Project Owners Name & Address: Hope Hurley

Project Owner's Contact Person, Title & Telephone Number: Hope Hurley (609) 819-1812

Estimated Cost (in Thousands) for Entire Project: \$100,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$60,000

Scope of Entire Project: (Please give quantitative indications wherever possible). Compensation Consulting project work for 1,000 employees, including alignment on objectives, guidance with compensation philosophy, developing job architecture, building salary ranges, developing career paths.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible). Project co-management and completion

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

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Eric Dunleavy, Ph.D., Vice President of Employment and Litigation Services
- b. Project Assignment: personnel selection, work analysis, workforce analytics, and litigation support
- c. Name of Service Provider/Firm with which associated: DCI Consulting Group, Inc.
- d. Years' Experience: 24
With this service provider/firm 17 other service providers/firms 7

- e. Education: Degree(s)/Year/Specialization:
 - Ph.D. / 2004 / Industrial-Organizational Psychology, University of Houston
 - M.A. / 2002 / Industrial-Organizational Psychology, University of Houston
 - B.A. / 2000 / Psychology, Saint Anselm College

- f. Current Registration(s):
 - Society for Industrial-Organizational Psychology (SIOP)
 - Personnel Testing Council of Washington DC (PTC/MW)
 - American Psychological Association (APA)
 - Society for Human Resource Management (SHRM)
 - Editorial Board Member - The Industrial-Organizational Psychologist (2007-2014)
 - Journal Reviewer

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

Eric M. Dunleavy, Ph.D., is Vice President of the Employment and Litigation Services Division at DCI Consulting Group, where he leads a group of Industrial/Organizational Psychologists and Labor Economists involved in a wide variety of personnel selection, work analysis, workforce analytics, and litigation support projects.

Dr. Dunleavy received his M.A. (2002) and Ph.D. (2004) in Industrial/Organizational Psychology from the University of Houston. Since then, he has conducted hundreds of high stakes applied research projects related to employment outcomes such as hiring, promotion, and pay in various contexts and for broad range of clients, industries, and jobs. He has also published articles in various scholarly journals, reviewed submissions to various scholarly journals and recently co-edited (with Scott B. Morris) the book "Adverse Impact Analysis: Understanding Data, Statistics and Risk" (Taylor & Francis, 2017). He has been adjunct faculty and taught graduate level courses at both George Mason University and the University of Maryland at Baltimore County. He is also a faculty member of the Institute for Workplace Equality (IWE). Before joining DCI, Dr. Dunleavy worked for the American Institutes for Research, where he was involved in large-scale social science and personnel selection research for medical, educational, and federal agency clients.

In 2011 Dr. Dunleavy received the first Distinguished Early Career Contributions Award - Practice from the Society for Industrial-Organizational Psychology (SIOP). In 2015 he was elected a SIOP Fellow. In 2016 he testified before the Equal Employment Opportunity Commission (EEOC) on matters related to big data/people analytics in employment and was one of eleven I/O Psychologists selected to a SIOP committee responsible for revising the SIOP Principles. He has also served on the SIOP Professional Practice Committee and chaired a SIOP task force responsible for dialogue on topics of mutual interest with EEOC. Dr. Dunleavy has served as a consulting or testifying expert on matters related to Title VII, ADEA, Executive Order 11246, and the California Fair Pay Act, and involving outcomes including hiring, promotion, performance measurement and pay. He has also worked as an expert responsible for conducting research in the context of numerous equal employment opportunity settlements.

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Stephanie Horn, Senior Consultant
- b. Project Assignment: compensation consulting
- c. Name of Service Provider/Firm with which associated: DCI Consulting Group, Inc.
- d. Years' Experience: 33
With this service provider/firm <1 other service providers/firms >30
- e. Education: Degree(s)/Year/Specialization:
 - M.B.A. / 1996 / Human Resources Management, Pace University
 - B.S. / 1991 / Biology, Binghamton University
- f. Current Registration(s):
 - SPHR
 - SHRM-SCP
 - Certified Compensation Professional (CCP in process)
 - Long Island Compensation Association

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

Stephanie Horn, M.B.A., is a Senior Compensation Consultant at DCI. Stephanie specializes in guiding organizations through the design, implementation, and management of effective compensation programs that align with their business goals and enhance employee engagement. With over 10 years of experience in the field of compensation consulting augmented by many years as an internal compensation and human resources professional, Stephanie is a highly respected partner known for delivering innovative and strategic compensation solutions.

Stephanie's extensive background includes working with a diverse range of industries, including technology, scientific, "green" companies, manufacturing, healthcare, finance, staffing, public agency, and non-profit, where she has successfully led projects on salary structuring and incentive plan design. Her approach is grounded in a deep understanding of market trends, regulatory requirements, and best practices, ensuring that clients receive tailored advice that drives both compliance and competitiveness.

Stephanie earned a Bachelor of Science in Biology from Binghamton University and a Master of Business Administration in Human Resources Management from Pace University and holds both an SPHR and SHRM-SCP. She is also in the process of completing her Certified Compensation Professional (CCP) credentials. She has held leadership positions for the Long Island Compensation Association and the local Chamber of Commerce. Her commitment to continuous learning and professional development keeps her at the forefront of the compensation field.

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Sarah Layman, M.S., Director of Selection & Assessment, Senior Consultant
- b. Project Assignment: job analysis, employee selection, assessment development, and validation
- c. Name of Service Provider/Firm with which associated: DCI Consulting Group, Inc.
- d. Years' Experience: 17
With this service provider/firm 7 other service providers/firms 10
- e. Education: Degree(s)/Year/Specialization:
 - M.S. / 2009 / Industrial/Organizational Psychology, Radford University
 - B.A. / 2007 / Psychology, Quinnipiac University
- f. Current Registration(s):
 - Professional in Human Resources (PHR)
 - Society for Industrial-Organizational Psychology (SIOP)
- g. Other Experience & Qualifications relevant to the proposed project:

Sarah Layman, M.S., is an I/O psychologist and an Associate Principal Consultant and the Director of the Selection and Assessment practice area in the Employment and Litigation Services Division at DCI. She has over 16 years of applied consulting experience in the areas of job analysis, employee selection, assessment development, and validation all within the equal employment opportunity/affirmative action (EEO/AA) context.

As Director of the Selection and Assessment team within the Employee and Litigation Services (ELS) division at DCI, she leads a team of seasoned I/O psychologists who offer a range of services, including job analysis, selection tool development, validation research, and third-party reviews, including bias audits for Artificial Intelligence-based employee decision tools.

Sarah joined DCI with nearly 10 years of experience working in other applied settings, beginning her career at the American Institutes for Research—where she provided a wide range human capital consulting services—and later working at the Association of American Medical Colleges (AAMC)—where she partnered with a consortium of medicals to evaluate the validity of a revised MCAT exam.

Sarah has a master's degree in I/O psychology from Radford University and is a certified Professional in Human Resources (PHR).

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Amanda Allen, Ph.D., Senior Consultant
- b. Project Assignment: employment testing, job analysis, selection process design, and validation strategies
- c. Name of Service Provider/Firm with which associated: DCI Consulting Group, Inc.
- d. Years' Experience: 21
With this service provider/firm 3 other service providers/firms 18
- e. Education: Degree(s)/Year/Specialization:
 - Ph.D. / 2008 / Industrial and Organizational Psychology, University of Oklahoma
 - M.S. / 2005 / Industrial and Organizational Psychology, University of Oklahoma
 - B.A. / 2003 / Psychology, University of Massachusetts-Amherst
- f. Current Registration(s):
 - Society for Industrial and Organizational Psychology (SIOP) -Member since 2004
 - Personnel Testing Council of Metropolitan Washington (PTC/MW) - Member since 2010
 - International Personnel Assessment Council (IPAC) - Member since 2010
 - Phi Beta Kappa
- g. Other Experience & Qualifications relevant to the proposed project:

Amanda Allen, Ph.D., is an Industrial and Organizational (I/O) Psychologist and Senior Consultant at DCI Consulting Group. As a member of the Employment & Litigation Services Division, Amanda provides consultation to clients primarily in the areas of employee selection and assessment. Her areas of expertise include employment testing, job analysis, selection process design, and validation strategies.

Prior to joining DCI Consulting Group, Amanda worked as an Assessment and Selection Analyst and Manager in the Employment Testing Department at the Edison Electric Institute, where she was part of a team that manages a consortium employment testing program for the electric power industry. Amanda oversaw the development and validation of new test batteries, managed research efforts for the industry, and was responsible for working with member companies to implement EEI's employment test batteries in an effective and legally-defensible manner. Prior to that, Amanda was a Personnel Research Psychologist providing consultation in human capital projects at the Department of Homeland Security and Department of Health and Human Services.

Amanda received her M.S. and Ph.D. in Industrial and Organizational Psychology from the University of Oklahoma, and a Bachelor of Arts in Psychology from the University of Massachusetts-Amherst.

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Grace Boudjalis, Associate Consultant
- b. Project Assignment: job analyses, validation strategies, and employment testing
- c. Name of Service Provider/Firm with which associated: DCI Consulting Group, Inc.
- d. Years' Experience: 6
With this service provider/firm 1 other service providers/firms 5
- e. Education: Degree(s)/Year/Specialization:
 - Ph.D. / 2024 / Industrial Organizational Psychology, Wayne State University
 - M.A. / 2022 / Industrial Organizational Psychology, Wayne State University
 - B.A. / 2018 / Psychology, Albion College
- f. Current Registration(s): N/A

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

Grace Boudjalis, M.A., is an Associate Consultant in the Employment & Litigation Services division at DCI Consulting. Grace supports work relating to job analyses, validation strategies, and employment testing.

Prior to joining DCI Consulting, Grace worked at Ferris State University as a survey data analyst where she aided staff in the creation and analysis of surveys. Additionally, Grace interned at Alix Partners consulting firm on the internal Assessment team where she assisted with work relating to pre-employment testing.

Grace earned a B.A. degree in Psychology at Albion College and M.A. degree in Industrial-Organizational Psychology at Wayne State University. She is currently a doctoral candidate at Wayne State University and completing her Ph.D. in Industrial Organizational Psychology. Her research interests include selection & assessment, as well as employee well-being.

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

- a. Name and Title: Elliot Susseles, Certified Compensation Professional (CCP)
- b. Project Assignment: Compensation Consulting
- c. Name of Service Provider/Firm with which associated: DCI Consulting Group, Inc.
- d. Years' Experience: 40+
With this service provider/firm _1_ other service providers/firms _39_
- e. Education: Degree(s)/Year/Specialization:
 - M.A. / Economics, New York University
 - B.A. / Economics, Hofstra University
 - CCP, WorldatWork
- f. Current Registration(s): N/A
- g. Other Experience & Qualifications relevant to the proposed project:

Elliot R. Susseles, M.A., is a Consultant and Compensation expert at DCI Consulting Group. Elliot provides strategic guidance on public sector market human resources issues, including compensation system design, pay policies, job analysis, and collective bargaining matters. He is a labor relations expert with over 35 years of consulting experience. Before consulting with DCI, Elliot was the president of Public Sector Human Resources Consulting, where he led many large complex public sector compensation consulting projects. Prior to founding his own firm, Elliot served as Senior Vice President for Segal Consulting where he managed HR, labor relations, and collective bargaining for large federal, state, and local government clients. He also founded new public sector compensation service offerings and created market survey tools, expanded practice operations (developing new resources for public sector clients and implementing analytics to ensure competitiveness of total compensation), designed new tools and systems (including analytics tools that incorporated point factor job evaluation) to enhance operations and grow capabilities, and led joint labor-management projects with state/local governments and public authorities (facilitating major transformations, such as new compensation and job classification systems). Elliot is a Certified Compensation Professional (CCP) with a bachelor's degree from Hofstra University and a master's degree from New York University, both in Economics.

FORM NO. 5: PROJECT APPROACH NARRATIVE

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

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

Project Approach**Introduction**

We are pleased to submit our proposal to the City of Lee's Summit for the development and implementation of a modernized Pay and Growth Plan. We understand the importance of aligning compensation structures with organizational goals and employee aspirations, and we are committed to delivering a comprehensive plan that meets your objectives.

Scope of Work

Our approach to developing the Pay and Growth Plan will be guided by the recommendations from our initial engagement and will focus on the following key objectives:

Step 1: Project Initiation

Initial Meeting The first task of this project will be to meet with the City Cabinet to discuss the study and agree on the methodology and process to be used. We will also:

- Discuss the City's current compensation and classification structures, as well as confirm the objectives for this project.
- Finalize the timeline and specific dates for deliverables.
- Clarify DCI's and the City's roles in each project phase.
- Establish parameters and protocols for keeping the City Cabinet updated and informed.
- Identify data or information needed to support the overall assignment.

This meeting will help identify a clear project strategy that will facilitate a smooth and effective working relationship resulting in a successful outcome for the City.

Employee Communication Plan

Our consulting philosophy is rooted in the notion that employee communication is crucial to the success of any change to the classification and compensation systems. Therefore, it must be a critical component of the project. Experience has taught us that the level of communication need not be extravagant to be effective. The look and feel of the communications activities must fit well with the City and be consistent with the project objectives. DCI will work closely with the City to ensure that communication activities meet both of these criteria.

Strategic planning is the most important part of the communication process. To develop a communication plan, we typically begin by identifying and gaining consensus on:

- Preferred communication vehicles, including existing ones, to support this effort.
- Specific stakeholder audiences need to be targeted.
- Key messages that need to be conveyed to the workforce.

- Logistics (e.g., timeline, responsibility, implementation strategy, etc.).

To ensure that all stakeholders understand the content and structure of this project, we suggest some or all of the following communications tools:

1. Internal email address and voicemail box that employees may use to ask questions regarding the project.
2. Frequently asked questions (and answers) to be posted on the City's intranet site or distributed directly to employees.
3. Periodic project updates to be posted on the City's intranet site or distributed directly to employees.
4. Individualized communication to employees to alert them of changes to the package of pay and benefits.
5. Talking points and summary presentations to key stakeholders.

Our Expectations of the City for this Step

For the initial meeting and stakeholder interviews, we ask the City to coordinate the schedules of those who will participate, as well as provide a meeting room if necessary. In addition, we ask that the City provide the following information in electronic format:

- Salary structures
- Policies and Procedures Handbook
- Budget information related to staffing
- Existing classification and compensation documents
- Current organization charts
- Current and accurate employee census data

Step 2: Classification Study

We understand the City is requesting recommendations for changes to the classification structure, which will require the consultant to:

- Conduct on-site briefing sessions for all employees covered within the scope of the study to explain the methodology of the project and the Job Analysis Questionnaire (JAQ) .
- Assist in the development of informational materials appropriate for inclusion in any communication to employees.
- Review all current classification specifications and analyze, document, and validate same for distinguishing characteristics, position definition and purpose, knowledge, skills, abilities, essential job functions, minimum qualifications, education and experience relevance, hierarchical consistency, essential personnel status, safety-sensitive status, conformity with the Americans with Disabilities Act (ADA) language relative to essential job functions (including physical and mental requirements), working/environmental conditions, supervision received and exercised, standby/call back responsibilities, and special requirements including licensing, regulatory, and certification requirements.
- Develop a job analysis/position description questionnaire to be used as part of the position review process, which must include an FLSA exempt test and an evaluation of working conditions, which can be used effectively when engaging in the interactive process in compliance with the ADA.
- Seek approval of the City Cabinet for the final design of the questionnaire prior to distribution.
- Oversee the completion of the job analysis/position description questionnaire by all employees covered within the scope of the study.

- Review and analyze the completed questionnaires and management review for all employees covered within the scope of the study.
- Conduct on-site interviews, if needed, with a representative sample of covered employees, as well as appropriate supervisor and management staff, to verify/clarify information received in the questionnaires and to ensure information regarding organizational structure, supervision, essential job duties, and working environment is accurately captured and reflected in the current descriptions.
- Consult with the Human Resources Director to verify/clarify information gained from interviews with department directors/supervisors.
- Recommend and develop new classes regarding pay and classifications as appropriate.
- Recommend deletion of outdated or unnecessary classes.
- Review the EEO Job Classification categories; management, supervisory, professional, technical, labor, and general employees, including the FLSA Exemption Test (exempt/non-exempt) and make recommendations on changes.
- Review and determine appropriateness of classification series and levels within the series (i.e., Levels I-II, Senior/Lead, etc.).
- Complete internal salary relationship analysis including the development of appropriate internal relationship guidelines (internal equity).
- Develop and identify viable career progressions within the classification plan.
- Recommend job specification changes where necessary and ensure that desirable experience and education qualifications are appropriate and defensible while serving to select qualified candidates.
- Present proposed class specification changes to the Human Resources Director for review with the Department.
- Receive and incorporate input prior to final classification determination.
- Develop and prepare a classification manual that can be used by the HR Department to evaluate new or revised positions following the conclusion of the Study and approval by the City Cabinet.
- Include in the manual the methodology used and instructions on how to maintain and classify new positions, ensuring flexibility, internal and external equity, defensibility, market sensitivity, and ease of administration for all current and future positions within the City.
- Include in the manual details on the procedure or rating structure for analyzing each position against multiple evaluation criteria to determine job classifications and pay grades.

To accomplish these goals, we propose the following steps:

1. Develop a Job Analysis Questionnaire
2. Conduct Employee Presentations
3. Review and Modernize Job Descriptions
4. Analyze the Jobs
5. Conduct Employee Interviews (Desk Audits)
6. Develop and Document a Recommended Classification Structure
7. Recommend Individual Position Assignments to Classifications
8. Conduct EEO and FLSA Analysis
9. Apply Job Evaluation Approach
10. Develop a Classification Manual

These steps are described in detail below.

2. Conduct Employee Presentations

Once the JAQ content is finalized and approved by the City Cabinet, we will conduct on-site employee presentations to explain the project methodology and the Job Analysis Questionnaire. We propose two consecutive days of presentations open to all employees. These sessions will clarify project objectives, manage expectations, and ensure employees understand that the study will not affect performance evaluations, layoffs, or salary reductions, nor guarantee pay raises or grade increases.

Each presentation will last about 1½ hours, with 45 minutes for the presentation and 45 minutes for Q&A. We recommend recording at least one session for those unable to attend. This will guide employees in completing the JAQ.

After employees complete the questionnaire, supervisors and department directors will review and comment on each one. The Human Resources Director will also review the completed questionnaires. Copies will then be returned to employees following the review.

3. Analyze the Jobs

Once the JAQs are submitted, we will analyze each job title and series, reviewing comments from supervisors, department directors, and Human Resources to document distinguishing characteristics.

4. Conduct Employee Interviews (Desk Audits)

After analyzing the JAQs, we will conduct employee interviews/desk audits, individually or in groups, to:

1. Verify/clarify information from the questionnaires.
2. Ensure accurate capture of organizational structure, supervision, essential job duties, and working environment.

Most interviews will be group-based, with employees in the same job series interviewed together. Single-incumbent or specialized roles may require one-on-one interviews. We propose two consecutive days of interviews, either on-site or via video conference, consulting supervisory and management staff as needed.

5. Develop and Document a Recommended Classification Structure

As the job analysis progresses, we will develop and document a recommended job classification structure for the City. This structure will contain at least the following:

- List of job titles, with titling guidelines (that is, standards for using terms such as “Coordinator,” “Manager,” or “Director” in job titles).
- Recommended minimum qualifications and requirements associated with each job title (such as education, experience, certifications, and licensing).
- Distinguishing characteristics among jobs within classification series and levels within the series (i.e., Levels I-II, Senior, Lead, etc.).

We anticipate recommending:

- Consolidation of class titles that have highly similar responsibilities and requirements, or deletion of outdated or unnecessary classes.
- Development of new class titles for positions that reflect new or different roles, responsibilities, or requirements.
- Re-wording of class titles, based on standard occupational nomenclature or for clarity.

The outcome will be a recommended classification architecture that clearly defines and documents all classifications to facilitate both internal equity and external market comparisons. The structure will develop and identify viable career progressions within the classification plan.

EXAMPLE OF JOB STRUCTURE RECOMMENDATIONS

Utilities Engineer Job Series

Recommended Title	Current Titles	Distinguishing Characteristics	Current Minimum Quals	Proposed Minimum Quals	Supervisory Role	Decision Making & Complexity	Technical Skills	Physical Activities	Working Conditions
Utilities Engineer I	Junior Utilities Engineer	Entry-level engineering role. Responsible for assisting in the design, analysis, and maintenance of utility systems.	Bachelor's degree in Engineering, 0-2 yrs exper	Bachelor's degree in Engineering, <1 yr exper	Individual Contributor	Routine Decisions/Low Complexity	Standard	Light	Office/Field
	Utilities Engineer	Experienced-level engineering role. Handles more complex engineering tasks, supports project management, and ensures compliance with regulations.	Bachelor's degree in Engineering, 3-5 yrs exper	Bachelor's degree in Engineering, 2-4 yrs exper	Individual Contributor	Procedural Decisions/Somewhat Complex	Intermediate	Light	Office/Field
Utilities Engineer II	Senior Utilities Engineer	Advanced engineering role. Leads engineering projects, supervises junior engineers, and provides technical expertise.	Bachelor's degree in Engineering, 6+ yrs exper	Bachelor's degree in Engineering, 5+ yrs exper	Supervisor	Strategic Decisions/High Complexity	Advanced	Light	Office/Field

6. Recommend Individual Position Assignments to Classifications

DCI will review the classification structure with the Human Resources Director and other stakeholders and receive and incorporate input prior to final classification determinations. At that point, we will review the reporting/organizational structure and make suggestions. We will recommend placement of each employee within the structure, based on information collected from the JAQs and the interviews. We will identify the most appropriate match between a position's individual responsibilities and the job responsibilities described in the classification architecture.

The outcome will be a spreadsheet (based on payroll information provided by the City of Lee's Summit's Human Resources staff) that identifies each position, the incumbent employee, their current classification title, and our recommended classification assignment.

7. Conduct FLSA and EEO Analysis

DCI will review the EEO Job Classification categories; management, supervisory, professional, technical, labor, and general employees, including the FLSA Exemption Test (exempt/non-exempt) and make recommendations on changes.

As you know, the Fair Labor Standards Act requires employers provide overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek. However, Section 13(a)(1) of the FLSA provides an exemption from overtime pay for employees employed as bona fide executive, administrative, professional, and outside sales employees. The U.S. Department of Labor (DOL) Wage & Hour Division (WHD) is responsible for enforcing the FLSA and provides guidance to employers through fact sheets, opinion letters, administrator interpretations, and other documents.

The DOL guidance regarding overtime exemption includes information on the following exemption tests:

- Executive Exemption
- Administrative Exemption
- Learned Professional Exemption
- Creative Professional Exemption
- Computer Employee Exemption
- Outside Sales Exemption
- Highly Compensated Exemption

The Job Analysis Questionnaire (JAQ) will contain targeted questions to gather detailed information on job duties that the Department of Labor has identified as key determinants of exemption status for white collar jobs.

We will assess whether an employee:

- Exercises discretion and independent judgment regularly.
- Supervises others or influences personnel decisions.
- Meets any of the DOL's exemption tests as their primary duty.

Using this information, we will apply the DOL's "duties" tests to determine:

1. Whether jobs should be classified as Exempt or Non-Exempt.
2. If Exempt, which test applies (Executive, Administrative, Learned Professional, Creative Professional, or Computer Professional).

Our final report will include:

- Each job's current and recommended exemption status.
- The applicable test(s) for exempt positions.
- The rationale for our recommendations.

Please note, our recommendations regarding FLSA exemptions do not constitute legal advice. We recommend having them reviewed by independent legal counsel.

8. Apply Job Evaluation Approach

DCI recommends using our job evaluation system, which was developed with input from our Industrial/Organizational Psychologist. This system facilitates internal salary relationship analysis and development of internal equity guidelines.

DCI's approach uses specific compensable factors to establish internal relationships:

- **Formal Education:** Minimum required training or education.
- **Experience:** Minimum required work experience.
- **Management/Supervision:** Supervisory role and complexity of work supervised.
- **Human Collaboration Skills:** Interaction requirements outside direct reporting relationships.
- **Freedom to Act and Impact of Action:** Degree of Authority and impact of actions.
- **Technical Skills:** Job difficulty in terms of required knowledge.
- **Fiscal Responsibility and/or Risk Impact:** Accountability for fiscal matters.
- **Working Conditions:** Physical conditions under which work is performed.

This systematic process:

- Uses compensable factors across all departments to create an internal job hierarchy.
- Provides an objective, quantitative approach.
- Calculates a total point score for each position.
- Establishes internal equity and complements market data for structure development.

Based on JAQ data and employee interviews, we will determine values for each compensable factor and calculate a total score for each position. The final hierarchy will reflect sound compensation practices and the City of Lee's Summit's organizational values, ensuring relative internal equity driven by market comparisons.

The outcome will be a spreadsheet showing all job titles and recommended pay grade levels, adaptable for future changes. Human Resources will confirm job evaluation scores with each department.

9. Review and Modernize Job Descriptions

Our team, including experts in Industrial and Organizational Psychology with a specialization in studying jobs using a variety of scientific methods will conduct a thorough job analysis as the basis for creating job descriptions that accurately reflect the essential functions and competencies required for each role.

Once you have approved the basic format, DCI will then update the current job descriptions for all job titles using the information in the Job Analysis Questionnaire and employee interviews. It is expected that the City of Lee's Summit will provide their current job descriptions in editable Word documents to facilitate this update.

DCI will develop new specifications for any new classes that have been added to the structure as a result of the classification analysis. We will deliver draft job descriptions in Microsoft Word format so that the City of Lee's Summit can review and provide final edits. In order to maintain a competitive price for the project, we have assumed that we will deliver draft documents and that the City of Lee's Summit's human resources staff will distribute the draft documents to department managers for their review and then human resources staff will make any edits or changes to the drafts based on this feedback.

<i>Sample Job Description</i>		<i>Effective Date:</i>
Client Name		
Classification Title: [insert classification title]	Job Type: [insert type: Full-Time/Part-Time]	
FLSA Status: [insert FLSA status: Exempt/Non-Exempt]	Job Code: [insert job code]	
Department/Division: [insert Dept/Div]	Reports to: [insert title of manager]	
Location(s): [insert location(s)]		
Job Summary: [insert summary here]		

Key Job Responsibilities [this includes important/performed job responsibilities]

- Responsibility 1
- Responsibility 2

Competencies [this includes important knowledge, skills, abilities, and other characteristics]

- Skill 1
- Skill 2

Qualifications [this includes required minimum entrance and preferred qualifications]

- Qualification 1
- Qualification 2

Work Environment [Office/indoors, exposures to weather/difficult people, etc.]

-

Physical Demands [to successfully perform the essential job functions]

-

10. Develop A Classification Manual

We understand the City of Lee's Summit requires a classification manual for the Compensation Analyst to evaluate new or revised positions post-study. We will develop a manual that HR can use to implement, maintain, and update the new system. The manual will include:

- Methodology used

- General background and purpose
- Authority and responsibility for maintaining the system
- Classification matrices
- Job evaluation system features and application
- Policies and procedures for classification reviews or modifications
- All associated forms and documents

This will ensure the system is flexible, equitable, defensible, market-sensitive, and easily administered for all current and future positions. We will deliver the manual in Microsoft Word for easy future edits.

Step 3: Wage/Compensation Study

We understand the City of Lee's Summit is requesting a wage/compensation market study, which will require the consultant to:

- Review current compensation practices and related issues.
- Formulate a formal compensation philosophy with the Cabinet.
- Identify and recommend relevant salary survey data, labor market, and benchmark classes for a competitive pay plan.
- Ensure benchmark classifications accurately represent occupational groups or professions.
- Conduct a market salary survey of comparable public sector organizations.
- Seek the Cabinet's input on which public sector organizations to include in the study.
- Compare base annual salaries for each City of Lee's Summit position by minimum, midpoint, and maximum.

To conduct a valid and useful market study, we propose the following steps:

1. Develop a compensation philosophy and market study methodology.
2. Identify benchmark job titles.
3. Identify comparable employers and other data sources.
4. Collect and analyze the market data.
5. Prepare and deliver a report detailing our findings.

1. Develop a Compensation Philosophy and Study Methodology

To support the City of Lee's Summit's compensation strategy, it is important to include the City of Lee's Summit's Management Team in discussions that clarify and finalize the City of Lee's Summit's compensation philosophy. These discussions would address the following:

- **Mission:** The role of total compensation in driving desired performance results and behaviors.
- **Program Administration:** Clearly defined roles, responsibilities, and decision rights for the design, approval, and management of compensation programs.
- **Transparency:** The degree to which the compensation strategy, programs, and processes are openly communicated.
- **Job Valuation:** The basis for valuing jobs and defining the relative emphasis of internal versus external factors in the valuation process.
- **Comparison Markets:** The types of other employers with whom the City of Lee's Summit competes and should compare its compensation levels.

- **Competitive Positioning:** The level of compensation delivered relative to the comparison markets in the competitive framework.
- **Total Rewards Mix:** The appropriate balance between total compensation elements such as base salary, incentives, medical, retirement, etc.
- **Link to Performance:** Strategies for linking pay to contribution and performance and determining feasibility of incentive pay.

DCI's consulting philosophy recognizes the integration of all aspects of the Employee Value Proposition and relates them to the larger issues of the human resources function, including organizational commitment, work content, and workforce planning.

Based on the findings from the interviews and our discussions with the Management Team, we will draft a compensation philosophy, which will guide the framework for conducting the compensation study. We will work with the City of Lee's Summit's Cabinet to clarify and finalize the market study methodology. Our goal is to have a common understanding of the various options for conducting the market study, as well as an understanding of the implications for subsequent design of new salary structures and pay policies. This understanding will allow us to develop and conduct a market study that is consistent with the City of Lee's Summit's compensation goals and will support the City of Lee's Summit's expectations.

For this project, we recommend conducting a custom-designed survey targeted at your public sector peer employers. Custom surveys provide the most currently available data, allow targeting specific geographic markets, employers, and specific jobs, and collect information not usually available in published data sources.

2. Identify Benchmark Job Titles

We understand that this project covers approximately 249 job classification titles. Since it is not practical to collect market data on all job titles, we will develop a recommended list of benchmark jobs to include in the market study that captures a broad array of occupational groups, departments, and pay levels throughout the City of Lee's Summit. We anticipate that up to 50 job titles will be identified as benchmarks for the market study.

3. Identify Comparable Employers to Survey

The next step will be to determine the comparable employers to include in the study. Typically, these employers include public sector entities that are geographically and economically similar to the City of Lee's Summit and are likely to have matching jobs. It might also include public sector employers outside of the immediate commuting area but similar to the City of Lee's Summit in terms of size, scope, population, or other characteristics. We will seek the Cabinet's input as to what other public sector organizations will be used in the study. For pricing purposes, we have assumed the custom market study will be distributed to up to 10 public sector entities.

4. Collect and Analyze the Market Data

DCI will design a survey instrument for collecting the market information. The types of information we anticipate collecting through the survey include:

- Benchmark job base pay ranges (minimum and maximum annual pay rates)
- Actual average pay rates
- Policies regarding pay progression (how employees move through a pay range)
- Policies regarding adjustments to the pay schedule
- Supplemental pay practices (additions for special skills, bilingual pay, performance bonuses, etc.)
- Other relevant pay policies (such as hiring salary practices)

We will draft brief job summaries for each benchmark title based on the results of the classification analysis to assist the survey participants with matching jobs consistently and appropriately. Once the City of Lee's Summit's Cabinet has reviewed and approved the survey document, we will distribute it to the approved group of comparable employers. We aim for 100% participation from each invited employer, yet we cannot guarantee good data from each employer invited to participate and for all jobs requested. Respondents will return completed surveys and supplementary materials directly to DCI. We will review and validate each survey response for completeness and reasonability and follow up with survey participants as necessary to clarify any incomplete or inconsistent responses.

DCI will design a database to support our analysis that will become the property of the City of Lee's Summit upon completion of this project for future analyses. We will analyze the survey data to determine the City of Lee's Summit's market position relative to the market average minimum, midpoint, and maximum pay rate for each benchmark job title. We will compare these averages to the City of Lee's Summit's pay ranges to determine the market position for each job title and occupational group. Based on industry standards that align with federal antitrust/safe harbor guidelines, benchmarks that receive fewer than five total responses will not be included in our final report. If different employer groups or industry sectors are included in the study, we will segment our findings accordingly. If applicable, we will geographically adjust market data for respondents outside of the metro area using current cost of labor differentials from ERI Geographic Assessor.

Our report will include summary tables, such as the tables shown below:

Example 1. CITY'S MARKET POSITION BY SECTOR—BASE SALARY ONLY

City Pay Ranges as a Percent of the Market Average			
Market Sector	Minimum	Midpoint	Maximum
Public Sector	102%	94%	94%

Example 2. CITY'S MARKET POSITION BY PEER—BASE SALARY ONLY*

City as % of the Average Pay Range				
Public Sector Peer Employer	# Job Matches	Minimum	Midpoint	Maximum
Peer #1	42	98%	97%	96%
Peer #2	49	101%	100%	101%
Peer #3	43	100%	97%	95%
Peer #4	48	106%	92%	92%
Peer #5	49	97%	96%	97%
Peer #6	48	112%	88%	89%
Peer #7	47	98%	93%	88%
Peer #8	41	113%	104%	100%
Peer #9	43	92%	89%	90%
Peer #10	39	101%	89%	91%
AVERAGE:		102%	94%	94%

*Market position % by job family and title will also be provided. Tables reflecting adjustments for cost of living, hours per workweek, etc. will also be provided where applicable.

5. Prepare a Report of Our Findings

After collecting, reviewing, and analyzing all data, we will prepare a detailed report. The report will include:

- An Executive Summary of key findings.
- A description of study objectives and methodology.
- The City of Lee's Summit's competitive market position for pay for each benchmark job title and job family.
- Prevailing policies on pay progression, supplemental pay, and other compensation practices.
- Appendices with detailed information from the market study.

Step 4: Recommendations Development

We understand the City of Lee's Summit is requesting the consultant to:

- Prepare a recommended compensation plan design and salary schedule based on the market survey results, comparable job descriptions, and other data.
- Recommend changes/additions to current policies regarding salary changes (promotions, reclassifications, demotions, etc.).
- Recommend vertical salary relationships and differentials between grades.
- Include options for highlighting employee pay rates that may fall outside the new pay scale.
- Conduct a pay compression analysis and provide alternative solutions.
- Prepare an analysis of the financial impact of the new classification and compensation plan, with possible multi-year implementation recommendations.
- Develop and prepare training materials, including pay scales.
- Conduct training for HR and key staff on maintaining internal compensation equity.
- Provide implementation support and additional training as needed.

Based on the market study findings and guidance from the City of Lee's Summit Cabinet, we will develop revised salary schedules. The steps include:

1. Design a Recommended Salary Schedule

- Prepare a compensation plan design and salary schedule using market survey results and other data.
- Construct the pay schedule with consistent intervals between grades (usually 5-10%) and range widths (typically 40-60%).
- Determine the most appropriate structure (steps or open ranges) with the City of Lee's Summit Cabinet.

2. Recommend Pay Grade Assignments

- Recommend grade assignments for benchmark jobs based on market study findings.
- Recommend grade assignments for non-benchmark jobs using classification analysis and job evaluation.
- Review grade assignments with the City of Lee's Summit Cabinet, highlighting significant changes from current pay relationships.
- Finalize grade assignments after internal review.

Our goal is to ensure the new system is market-based, considers comparable worth based on job duties and competencies, and is easily understood and used by managers and employees.

3. Analyze Pay Compression:

We understand the City of Lee's Summit requests DCI identify potential pay compression issues and provide solutions.

Pay compression can occur when:

- Pay rates for employees in the same role are too close, regardless of credentials, due to non-competitive pay ranges or lack of pay increases.
- Pay rates among different levels within a job series are too close, e.g., Senior Buyers vs. Buyers.
- Supervisor pay rates are close to or lower than their direct reports due to overlapping pay ranges, restricted promotional increases, and lack of overtime eligibility.

We will discuss the types of pay compression the City of Lee's Summit is experiencing, analyze current pay data and employee characteristics, identify causes, and propose solutions. Our goals are to:

1. Define and quantify the problem.
2. Communicate issues clearly to decision makers.
3. Provide solutions with cost estimates.
4. Suggest policies to prevent future pay compression.

We will prepare a draft report, incorporate your feedback, and attend a meeting to discuss remedies.

4. Develop Recommended Pay Policies:

We will work with you to develop compensation policies for the City of Lee's Summit that align with market practices.

These may include:

- Pay progression policies and methods to mitigate pay compression, promote equity, and recognize professional development.
- Performance-based pay adjustments and bonuses.
- Pay schedule adjustments and their impact on individual pay.
- Hiring salary practices and criteria for setting salaries.
- Pay supplements for special skills, shift differentials, on-call pay, etc.
- Special pay circumstances for employees outside the new pay scale.
- Other related policies like promotional guarantees and reclassifications.

We will review current compensation policies, discuss implications with the City of Lee's Summit Cabinet, and draft revised policy language. Recommendations will be delivered in Microsoft Word for your edits.

5. Determine Cost Impact:

We will estimate the annual cost of implementing the new classification structure and pay scales. This involves determining rules for placing current employees within new pay ranges based on factors like:

- Time in position and with the City.
- Current salary range position.
- Desired market position.
- Internal equity and pay compression.
- Performance appraisals.

We will identify recommended salaries and determine the first-year cost of implementation. Our recommendations will include two costing models for the City of Lee's Summit's consideration, reflecting variables like pay compression, pay structure design changes, and timing of implementation. Each model will allow for sensitivity analysis independent of DCI.

6. Assist with Implementation:

Our public sector experience ensures we plan for input and approval from stakeholders like employee groups, department directors, senior executives, and elected officials. Our consulting team's implementation experience will help develop realistic project plans for the City of Lee's Summit.

Our fee includes up to ten hours of consulting time in Year 1 for activities such as:

- Developing an implementation schedule considering phased approaches, operational priorities, culture, and funding.
- Drafting a checklist of items to address before implementing changes.
- Supporting or defending study results and recommendations with stakeholders.
- Preparing presentation materials for decision makers.
- Developing employee communication materials.
- Providing a training session for the City of Lee's Summit's HR staff to transfer tools, methodologies, and recommendations, including a description of the analytic processes used in the study.

Our Expectations of the City of Lee's Summit for this Step

Task/Step	City Cabinet Role
1. Design a Recommended Salary Schedule	Discuss objectives/goals with DCI, provide direction and input, review and approve pay schedule design.
2. Recommend Pay Grade Assignments	Provide current pay grade information, be available for questions, review and approve methodology and assignments.
3. Analyze Pay Compression	Provide current pay policies, discuss options with DCI, review and approve policy language.
4. Develop Recommended Pay Policies	Provide current pay policies, discuss options with DCI, review and approve policy language.
5. Determine Cost Impact	Provide employee census information, fiscal ability and conditions, discuss and approve implementation criteria, review and approve cost model.
6. Assist with Implementation	Determine assistance needed, provide direction to DCI, coordinate logistics for HR training session.

Step 5: Present Final Results of Classification and Compensation Study to the City of Lee's Summit

We will prepare a final report of recommendations, including methods, techniques, and data used to develop the classification and wage plan, and present it to the Cabinet and Webb County Commissioners Court. Our price proposal includes one on-site presentation covering:

- Background and reasons for the project
- Objectives and goals
- Methodology
- Key findings and outcomes

- Recommendations and implications

We will draft the presentation for the City of Lee's Summit Cabinet's review, finalize it based on your feedback, and deliver it with a senior member of DCI and the City of Lee's Summit Cabinet.

DCI understands that Year 1 will focus on the identification and recommendation of pay policies. Years 2 and 3 will focus on implementing the pay practices recommended in Year 1 as well as establishing a longevity pay progression approach and skill-based rewards program.

Longevity Pay Program

DCI will establish a longevity pay program based on the market-competitive pay ranges established in Year 1 and the tenure of each in-scope employee. It is expected that the City of Lee's Summit will provide an employee census file which will allow DCI to evaluate the impact of moving employees from their current salary to the appropriate step based on the rubric DCI develops. Our proposal does not include technology support for Workday automatic step increases.

Skills-Based Rewards Program

DCI will develop a skills-based rewards program based on the skills identified in the job classification analysis conducted in Year 1. This program will reward the achievement of job-related skills that support the City of Lee's Summit's mission and are critical to its success.

DCI will work with the City of Lee's Summit to provide definitions and measurements of skills mastery. DCI will assist the City of Lee's Summit in drafting communications to ensure employees understand the criteria of the skills-based rewards program and how they can achieve rewards. Program rewards may include monetary and non-monetary components.

Program Implementation

DCI will assist the City of Lee's Summit with communication and implementation plans and training for HR and managers. DCI notes that the RFP requests 'job-specific performance metrics consistent with job descriptions and annual budget objectives (Pay Progression Model)'. The pay for performance plans developed in Year 1 should address this request.

The RFP also requests the development and implementation of 'Supervisory Training –how to evaluate performance, develop performance goals, and handle difficult conversations,' While the current proposal covers development of training for Supervisors on how to implement the pay for performance plan identified in Year 1, and will include guidance on the selection of core competencies for each job, the development of an entire performance management system and training on how to evaluate employees is out of scope for this proposal. DCI will evaluate the City of Lee's Summit's current performance management system (Workday Talent and Performance Module) and provide consultation on the integration of the recommended pay practices within the current system. If DCI and the City of Lee's Summit discover sufficient deficiencies in the current performance management system, DCI can submit a separate proposal for developing and implementing a performance management system which would include Supervisor training on performance management. For this step, it is expected that the City of Lee's Summit will be responsible for developing goals and auditing results and DCI will provide guidance.

DCI will develop the initial review process and mid-year review process. We will pilot the performance management program with one group and be available for consultation through the full first program cycle.

FORM NO. 5: PROJECT APPROACH NARRATIVE

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

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

DCI made the following assumptions for estimating costs and timeline:

- A City of Lee's Summit Project Coordinator will identify, gather, and deliver all relevant materials to DCI no later than 5 business days after the project start date.
- A joint project team of City of Lee's Summit and DCI employees will convene weekly for 30 minutes to discuss project progress, findings, and issues.
- The City of Lee's Summit will schedule all meetings and manage information requests through a designated point of contact, including scheduling meetings with City of Lee's Summit stakeholders.
- Direct travel costs have not been included in this proposal. DCI typically operates on a reimbursement basis for direct travel expenses and, if travel is necessary, DCI will work with the City of Lee's Summit to plan travel in efficient and reasonable ways.

Fees Cost by Project Phase	Projected Timeline	Cost	Invoicing Schedule
Project Initiation	July 2025	\$5,000	100% upon project initiation
Classification Study including Job Description Project & Two Days of Onsite Meetings*	July 2025 – December 2025	\$100,000	50% upon start; 50% upon completion
Compensation Study**	November 2025 – January 2026	\$50,000	50% upon start; 50% upon completion
Recommendations Development	January 2026 - February 2026	\$10,000	100% upon delivery of recommendations
Presentation of Results Onsite*	March 2026/TBD	\$8,500	100% upon completion of onsite
Phase 2: Consulting for Pay Progression Model	April 2026 - December 2026	\$50,000	50% upon start; 50% upon completion
Phase 3: Consulting for Supervisory Training & Piloting Incentive Program	January 2027 – December 2027	\$30,000	50% upon start; 50% upon completion
2 Days of Onsite Meetings*	TBD	\$14,000	100% upon completion of onsite
Total Cost		\$267,500	
Optional: Additional Ad Hoc Support		Hourly	
Optional: Additional Onsite Meetings*		\$7,000/day	

*Cost includes two (2) consultants onsite, excluding direct travel costs.

- There is a \$3,500/day fee for each additional staff member plus direct travel costs.

**For every ten (10) additional jobs requested by Client to benchmark for the compensation and classification study, DCI will charge an additional \$4,000.