August 26, 2019

Josh Johnson, Assistant Director of Plan Services
City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063

Dear Mr. Johnson,

As the Strategic Partnership of Shockey Consulting + Stantec Community Planning & Urban Places, we are incredibly excited to submit our proposal for the City of Lee's Summit Vision 2040 Master Plan. A project this large requires specialized planning expertise. Our subconsultant Bartlett & West, will provide transportation and infrastructure planning services. Robert Lewis, FAICP, CEcD, a national expert located in Missouri, will conduct the market analysis and prepare the economic development strategies as part of this effort. Our team matches up with your requirements bringing you world-class planners with state, regional, and local knowledge. Many team members are located nearby giving you extensive access. Our team will deliver because of our:

✓ Municipal Planning Experience

- Shockey Consulting has 21 years of experience developing comprehensive plans, **Master Plans,** strategic plans, and **community visioning processes.**

- As a leading multidisciplinary design & engineering firm of over 22,000 staff, Stantec calls on **leading experts** in disciplines from resilience and landscape architecture, to Smart City, mobility, and transportation engineering specializations to implement a unique urban design approach.

- Many of our world-class, award-winning planners bring the **unique perspective** of being former city staff members. As city staff members, they have developed master plans, implemented Master Plans, used them to make development decisions, written design standards and development codes, and worked extensively with elected officials, developers and the public. This unique perspective guides our approach for each step in the planning process, allowing us to deliver a **comprehensive and successful process from conception to completion.**

✓ Continuing Community Engagement

- We build the needed **support and energy** behind the Master Plan which is critical to its success, both in the development and implementation phases. We recognize that different stakeholder groups will engage in the process for different reasons. We use **targeted techniques** to bring the right people together either virtually or face-to-face to **reach consensus**. The result is better, well thought-out decision-making and plans with legs!

✓ Integrating Other Planning Efforts

- We understand your desire to utilize and build upon the strategic plan and other prior planning efforts during the development of the Vision 2040 Master Plan. Through a collaborative and flexible approach, we can ensure that the Vision 2040 Master Plan is **well-aligned with concurrent community efforts.**

We appreciate your consideration of our team for this exciting opportunity to lead the Lee's Summit community through a process that results in an adaptive, future-ready plan reflective of community aspirations. The process we outlined can be tailored to fit your budget and timeframe. If you have any questions, please contact me at (913) 515-4365 or sheila@shockeyconsulting.com. We look forward to discussing our proposal with you in person.

Sincerely,

Sheila Shockey, President
Shockey Consulting Services, LLC

Jason Beske, AICP, Senior Associate
Stantec

Firm Overviews

Shockey Consulting Services, LLC provides award-winning management, planning and community engagement consulting services to federal, regional, state, and local governments and other public agencies. **Founded in 1998**, Shockey Consulting is a **local woman-owned business** headquartered in **Lenexa, Kansas** with an office in the **St. Louis, Missouri** region. A group of dedicated and talented professionals with **diverse backgrounds** make up the Shockey team, including former government managers, strategic planners, urban planners, communications, and public engagement specialists.

Over the past 21 years, we have successfully engaged communities to develop their vision, goals and long-range plans. Our creative community engagement techniques and plans have been recognized as outstanding by both the Kansas and Missouri Chapters of the American Planning Association. Find out more at: **www.shockeyconsulting.com**

We are proud to have received recognition for our work. Recent recognitions include:

- **2017 Outstanding Public Outreach, Program, Project, Tool or Communitive Initiative** for Imagine Independence – American Planning Association, Missouri Chapter
- **2017 Pioneer Award** (Urban) City of Hutchinson, Kansas for Imagine Hutch 2037 – American Planning Association, Kansas Chapter
- **Top 25 Under 25 Small Business 2015** by Thinking Bigger Business Media Inc.
- **Top Women-Owned Business** – Kansas Department of Commerce 2015

Stantec unites approximately 22,000 employees working in over 400 locations across six continents. We collaborate across disciplines and industries to bring projects to life. Our work—planning, engineering, architecture, surveying, environmental sciences, construction services, project management, and project economics, from initial project concept through design, construction, and commissioning, begins at the intersection of community, creativity, and client relationships.

Communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind. We care about the communities we serve—because they're our communities too. We're designers, engineers, scientists, and project managers, innovating together at the intersection of community, creativity, and client relationships. Balancing these priorities results in projects that advance the quality of life in communities across the globe. From site design and landscape to permits and buildings, our team's wide range of capabilities will help make your project a success. We bring efficient and sustainable solutions to the table and approach each new project as a unique opportunity to make communities better.

By integrating more than a dozen disciplines we've helped communities throughout the globe chart a path to greater livability, sustainability, and equity.

SHOCKEY HAS COMPLETED

25+

OUTSTANDING COMPREHENSIVE PLANS/ MASTER PLANS WITH BROAD COMMUNITY CONSENSUS

2 APA VISIONING AWARDS
KANSAS 2017 & MISSOURI 2017

SHOCKEY CONSULTING

Stantec

Years in Business
65

Number of Employees
22,000

Problem Solving
Our clients have told us they want a new more integrated approach to solving problems and seizing opportunities. They wanted a sharper focus and innovative solutions. We responded by launching Stantec's Urban Places to deliver just that with a team that includes experts in:

- Planning and urban design
- Transportation and smart mobility
- Resiliency
- Mixed-use architecture
- Landscape architecture
- Smart cities
- Design visualization
- Brownfield redevelopment
- Entitlements and feasibility

Our Team

Sheila Shockey, *Project Manager*

Sheila is a **30-year project manager leading 25+ Vision/Comprehensive/Master Plans,** many winning **national and state American Planning Association awards** for excellence and ground-breaking planning. With a background in city management, Sheila brings a deep understanding of planning issues and challenges with the ability to develop effective community-based solutions. **Strategic Foresight:** Sheila identifies future trends for each community, uses data-rich tools to show interconnection between technologies, society, economic, and government so participants can comprehend big, complex transformations and make better decisions for a more resilient world.

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Shockey Consulting, Availability: 50%

Jason Beske, AICP, *Deputy Project Manager*

Jason is a Senior Urban Designer & Planner for Stantec's Urban Places. He has a broad range of urban planning expertise and has led initiatives ranging from large-scale comprehensive planning and civic engagement projects to **master planning projects.** Jason's extensive experience in local government long range planning includes the City of Overland Park, KS **project manager for Vision Metcalf.** He supervised, developed, and authored the award-winning Downtown Overland Park **form-based code.** His experience using master plans for site plan review and as a consultant preparing mixed use development and entitlement submittals provides insight into how to develop a master plan that sets clear direction and is easy to implement.

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Stantec, Availability: 33%

Joel Mann, AICP, *Mobility Planner*

Joel is a planner with 16 years of experience in transportation planning and transportation-focused contributions to development codes, comprehensive plans, and community master plans. His career pursuits have grown from an intersection of personal passions and commitments, including bicycle and pedestrian mobility, streets as vital urban public spaces, and use of public resources to provide the best possible returns for citizens. He works to develop plans that **promote balanced multimodal transportation and that enhance potential for land development and urban design.**

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Stantec, Availability: 25%

Robert Lewis, FAICP, CEcD, *Economic Development Specialist & Market Analysis*

Bob is presently an assistant professor of urban planning and development at Saint Louis University after almost 42 years as a practicing planner, **urban economist,** and **real estate development** consultant. Bob's professional skills revolve around the economics of urban planning and land development. He has conducted many assignments in **development feasibility, market analysis, land use strategies, housing strategies, downtown redevelopment, and financial feasibility**. His expertise in real estate market analysis leads to implementable plans with clearly defined targets.

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Subconsultant Robert Lewis, Availability: 40%

William Zieburtz, Jr., *Economist*

William is a chief economist with over 30 years in consulting. He is the recipient of the George Warren Fuller award. He develops **input-output economic models** to evaluate **alternative growth scenarios** and develop **economic goals, objectives, and policies** consistent with other elements of the Master Plan. He analyzes **trends in population, employment, and land use patterns and developing projections** for use in multiple plan elements. William develops user-friendly fiscal impact analysis and input-output models.

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Stantec, Availability: 30%

Our Team

Caroline Cunningham, AICP, CFM, ABCP, *Resiliency Planner*

An expert in hazard-mitigation planning and risk assessment, Caroline has worked at the municipal, regional, state, federal, tribal, and collegiate levels. Her disaster management and resilience expertise is informed by a **broad understanding of government policy, disaster planning, risk assessment, and disaster-grant programs.** She has worked on multiple r**esilience-focused projects,** including hazard-mitigation planning, pre-disaster planning, post-disaster recovery planning, and risk assessment.

Stantec, Availability: 50%

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Ellen Rottjakob, AICP, *Senior Planner, Quality Assurance*

As a former **planning and development director** and assistant city administrator, Ellen has a long history of working effectively with staff, elected officials, and the public to develop policies and programs consistent with **best planning practices** and a community's vision. Ellen has extensive experience writing, updating, and administering long-range plans for a variety of communities, on all scales. Ellen's specialty areas include economic development, historic preservation, current planning, and long-range planning.

Shockey Consulting, Availability: 40%

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Victor Burks III, AICP, *Senior Planner, Infrastructure & Developer Engagement*

Vic is a senior project manager responsible for municipal and urban planning. Vic brings more than 20 years of experience working with **both public and private clients,** helping them to develop plans for their community's future, determining **funding resources and understanding costs** associated with their vision. Vic works with communities to plan for their collective future by helping them recognize and balance historical and cultural values, identify available capital while defining, setting, and achieving desired goals.

Bartlett & West, Availability: 25%

View LinkedIn

Shelby Ferguson, ENV SP, *Senior Planner & Design Guidelines*

Shelby is an urban planner with experience working on **redevelopment, growth management, annexation, market analysis, historic preservation, housing, and updates to regulations** for communities in Kansas and Missouri. Shelby is a talented graphic artist with an ability to help people visualize the future. Shelby is completing an on-site contract with Olathe, Kansas as current and long-range planner updating housing regulations, unified development code, **architectural design standards,** and the comprehensive plan.

Shockey Consulting, Availability: 50%

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Kelly VanElders, PLA, LEED AP, ENV SP, *Landscape Architect, Parks Planning, & Open Space Preservation*

Kelly is the Landscape Architecture practice leader for Stantec's Kansas City office. He has more than 28 years of practice working with public clients delivering services for master planning, design and project management. Kelly's expertise is illustrated in various project types ranging from national to local **parks and recreation design, trails, greenways,** riverfront park design, sports facility design, learning environments, signage and wayfinding design, landscape design, **green infrastructure planning, stormwater mitigation, environmental restoration, and pedestrian accessibility.**

Stantec, Availability: 30%

View LinkedIn

Ralph Denisco, *Transportation Planner*

Ralph has more than 20 years of **transportation planning** experience, with a history of successfully implementing a variety of transportation projects in challenging environments. Working as project manager or providing technical advice, Ralph has channeled his understanding of **interrelated transportation issues** into programs able to win both community and agency support. He has extensive experience in Nationally and in Boston leading complex efforts for municipalities, transit agencies and foundations.

Stantec, Availability: 40%

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Our Team

Wendy Van Duyne, PLA, *Landscape Architect - Downtown Revitalization & Public Facilities*

Wendy Van Duyne recently joined Stantec as a project manager and landscape architect with a focus on **master planning.** She has more than 12 years of professional experience and has successfully provided leadership to multidisciplinary teams on a wide variety of projects. Wendy has successfully coordinated with clients on a diverse range of projects including parks and **recreation master planning, trails development, campus master planning, industrial development and downtown revitalization.**
Stantec, Availability: 40%

Tyler Waldorf, *Urban Designer, Public Engagement, Graphic Facilitation*

Tyler is an architect with background in planning, and urban design, Tyler **leads Shockey's urban design studio to develop award-winning plans.** He has successfully led projects to completion on-time and on-budget for the past 11 years in both Chicago and Kansas City. Tyler develops **innovative, highly visual community engagement techniques** that engage diverse stakeholder groups, resulting in effective community-based solutions.
Shockey Consulting, Availability: 35%

Taylor Vande Velde, *Planner & Visualization Engagement*

Taylor is an urban planner and public engagement specialist with experience working on detailed **redevelopment plans, historic preservation plans, and transit plans.** She designs engagement tools and communications materials to effectively **engage diverse communities.** Her robust knowledge of urban design and the public realm lend to her ability to **create realistic illustrations** of the current and future built environment. She is skilled in SketchUp 3D modeling, mapping, and Adobe Creative Suite.
Shockey Consulting, Availability: 30%

Jesus Fernandez, *Planner & Mapping*

Jesus is an urban planner with special expertise in **GIS mapping.** He has extensive neighborhood and stakeholder engagement experience. He specializes in integration of **future land use, housing, and economic development recommendations.** He is an artist and skillful designer with the ability to create visually appealing maps, renderings, and graphics. Jesus is proficient in writing and speaking Spanish.
Shockey Consulting, Availability: 35%

Molly Saunders, *Financial Analysis, Staffing Levels & Performance Measures*

Molly is a creative thinker who synthesizes visionary ideas into implementable plans. She has worked as city staff in roles including assistant city manager, planning director, public works administrator, and budget manager. With this variety of experience she brings a unique and holistic perspective to our team. With strong analytical skills, Molly expertly **evaluates organizational capacity required to support a plan and develops performance measures to effectively gauge progress and achieve planning objectives.**
Shockey Consulting, Availability: 20%

JC Alonzo, ENV SP, *Resiliency Consultant*

JC provides **resiliency, sustainability and strategy** consulting to local, state and federal government agencies throughout the Midwest. He is a certified Envision™ Sustainability Professional (ENV SP), Institute for Sustainable Infrastructure. He works with clients on **climate action planning.**
Shockey Consulting, Availability: 40%

Project Experience

CITY OF OLATHE, KANSAS

OLATHE 2040 FUTURE READY PLAN

Shockey Consulting is assisting the City of Olathe in updating a community-based strategic plan to define a bold community vision, develop audacious goals, and establish targets and measures to ensure that Olathe is making progress toward its vision for the future for the next 20+ years. Shockey is leading the development of the strategic plan with significant input from the community. Shockey developed a comprehensive public engagement process to identify community values and goals and chart a clear course with thoughtful strategies and tactics that are adaptable to possible futures. The planning process includes Strategic Planning Staff meetings, Advisory Committee meeting, Strategic Planning Staff Meetings, roadshow presentations to community groups, pop-up engagement events around the city, an interactive online forum, social media engagement, and Future-Ready Day - a community event to gather input. Shockey created a Community Snapshot and Trends Cards to aide the public in their understanding of current conditions and future trends. Shockey is codifying the vision into an effective strategic plan with achievable goals, strategies and measurements.

Reference: Michael Wilkes, City Manager, City of Olathe | jmwilkes@olatheks.org | (913) 971-8674

CITY OF LENEXA, KANSAS

LENEXA 2040 PLAN

In 2017, the City of Lenexa embarked on the Lenexa 2040 Plan, a vision plan to shape Lenexa's future for the next 20+ years. Shockey Consulting led the development of the plan driven by community insight and aspirations. Shockey led a robust public engagement process to identify community values, goals, and strategies in order to visualize what Lenexa could be or should be in the next 20+ years. With public engagement at the core of the planning process, Shockey led and facilitated four steering committee meetings and four citizen task force joint meetings, developed and administered three online surveys that received over 3,000 responses, planned over 50 pop-up engagement events around the city, and planned and promoted VisionFest, an event to present the final plan to the community. Shockey also developed a Community Snapshot and Trends Cards to aide the public in their understanding of current conditions and future trends, which led to the development of and clear consensus on the community vision. Shockey codified the vision into an implementable vision plan with achievable goals, strategies and measurements. The final plan can be found here: **CLICK HERE**

Reference: Logan Wagler, Asst. Parks Director, City of Lenexa | lwagler@lenexa.com | (913) 477-7140

CITY OF INDEPENDENCE, MISSOURI

IMAGINE INDEPENDENCE COMPREHENSIVE PLAN

Shockey Consulting developed a Comprehensive Plan update for the City of Independence to identify the community's vision, values, and priorities for the future. Shockey updated the City of Independence's Comprehensive Plan by taking into account feedback and input received from the residents and stakeholders of the community. Shockey developed the plan's branding, and managed the public engagement activities in concert with the technical work. During the community engagement process, a variety of engagement methods were used, including 11 Steering Committee meetings, creative social media strategies, a community-wide survey with 1,1150 respondents, 7 pop-up events, a public meeting with over 100 participants, an interactive website, online engagement, an informational video, project factsheets, a "Meeting-in-a-Box" activity, and in-person neighborhood and community organization meetings across the city. **The Missouri Chapter of the American Planning Association recognized Imagine Independence 2040 – A Community Vision as the Outstanding Public Outreach Project of the Year for 2017.** The final plan can be found here: **CLICK HERE**

Reference: Tom Scannell, Comm. Dev. Director, City of Independence | tscannell@indepmo.org | (816) 325-7830

> *"You all have been an incredible partner. All of us at the City are blown away by the extraordinary effort you all have provided in completing the comp plan with the departure of our city planner. This is above and beyond, and I personally could not be more grateful."*
>
> *- Zachary Walker, City Manager, Independence*

Project Experience

CHAMBLEE, GEORGIA
CHAMBLEE MOBILITY PLAN

The City of Chamblee is emerging as one of metropolitan Atlanta's most forward-thinking communities, leveraging its existing transportation assets and recent annexations to connect a series of neighborhoods with its historic downtown core. Stantec lead a team of planners, engineers, and landscape architects to assess the City of Chamblee's transportation needs and develop a series of project and policy recommendations that address these needs. This plan was the City's first comprehensive multimodal transportation plan and sets a framework for the community's transportation system to evolve and mature over the next 20 years.

LOUDON COUNTY, VIRGINIA
LOUDON COUNTY LAND USE SCENARIO PLANNING STUDY

Over the past two decades, Loudoun County experienced rapid development that has placed substantial strain on infrastructure. Stantec created a framework for development that enhances the community, preserves natural areas, and supports sustainable transportation efforts to offset the negative effects of development using scenario planning and extensive public engagement. Stantec was able to generate public support for this project and communicate key ideas to a wide range of residents in the County. The final document, a "playbook", provides an overview of the process and public outreach, summarizes the results, and provides recommendations for implementation.

TROUTMAN, NORTH CAROLINA
TROUTMAN STRATEGIC MASTER PLAN

The Town of Troutman, North Carolina is small but, like many communities, finds itself in the pathway of rapid population growth as people seek small-town life within a metropolitan area. Stantec and the town staff made every effort to have maximum participation in public outreach. The public, staff, and steering committee helped define 12 topic areas ranging from reconsidering the role of housing to public art to transportation, and Stantec supplied 50 recommendations along with a suggested timeframe plus 10 actions that could be done in the next four years. Three concept areas – downtown, interchange, and large site redesign to support an existing children's home – were designed in plan-view first before final renderings were completed.

DELHI TOWNSHIP, OHIO
DELHI TOWNSHIP STRATEGIC REDEVELOPMENT PLAN

Stantec's Urban Places led redevelopment planning for a two-mile, car-oriented corridor southwest of Cincinnati. The goal was to transform an existing strip-retail environment into a walkable, more environmentally friendly Main Street/town square with a mix of uses and a strong sense of place. Our final plan blended conservative demand projections with an understanding—developed in public meetings, workshops, and stakeholder interviews—of where and how residents wanted to see new growth occur. The plan lays out design principles to guide private development and public improvements and identifies sites for catalyst projects.

Critical Issues

The approach section describes how we will address the following critical issues.

STRATEGIC ECONOMIC DEVELOPMENT

- How do we continue to grow, maintain our community character, ensure fiscal sustainability and adapt to future trends and disruptive technologies?
- How do we help Downtown Lee's Summit thrive?
- How will we revitalize strip shopping centers into quality, highest and best land use for tomorrow?
- How will we attract major employers when unemployment is low which translates to a workforce shortage?
- How can we help our existing businesses grow?
- What business sectors should we focus on recruiting? Should we build upon existing clusters?

CITY SERVICES AND INFRASTRUCTURE

- How do we continue to sustain and enhance City services to protect a high quality of life?
- How do we develop and plan for purposeful growth?
- Where should public infrastructure and facilities be located to support a high quality of life?
- How should city services evolve to continue citizen satisfaction considering growth, future trends and disruptive technologies?
- How to ensure resiliency to natural and man-made disasters?
- How do we prepare for disruptive technologies such as autonomous vehicles, next generation public wifi and other smart city technologies?
- How do we continue to protect the environment and safeguard public health as we grow, the climate changes and regulations are uncertain?

COLLABORATIVE RELATIONS WITH EDUCATION PARTNERS

- How do we enhance and plan for educational opportunities to support economic development?
- How do we partner with educational institutions and residents to fill the regional labor shortages?
- What is Lee's Summit's role in regional education and workforce efforts?

STRONG NEIGHBORHOODS WITH HOUSING CHOICES

- How do we maintain thriving, quality neighborhoods that connect diverse residents throughout the community?
- How do we create and maintain a variety of housing options, styles, and price ranges?

CULTURAL AND RECREATIONAL AMENITIES

- How do we create a community that celebrates, welcomes, and supports cultural arts and recreation amenities?
- Do we have the proper facilities in the proper place for cultural and recreational events?
- What facilities and events do we invest in to support a high quality of life and the attraction of residents, visitors and businesses so they are financially sustainable?

COMMUNITY HEALTH & WELLBEING

- What policies and facilities support a physically and mentally healthy, happy community by improving healthy lifestyle choices, opportunities and community?

POPULATION GROWTH: Lee's Summit is growing.

97,290 2017

110% ↑ SINCE 1990

38% ↑ SINCE 2000

Lee's Summit 2018 Annual Development Report

GROWTH: Development in Lee's Summit is strong.

SINCE FY2014

The City has added over **8 MILLION** square feet of new construction

-- VALUED AT --

$914,000,000

including **new housing** **2,700** units

EDUCATION: Lee's Summit residents are well educated.

Percent of population 25 and over have an associate's degree or higher

53% Lee's Summit

36% Missouri

HOUSING:

94.4% Housing occupancy rates

86.4% average housing occupancy across Missouri

The number of housing units has increased by **37%** keeping pace with population growth over that same timespan

2017 U.S. Census American Community Survey

Project Approach

Task I. Phasing Meeting: We will work closely with City staff to establish roles, assign responsibilities, and develop a project phasing plan based upon Tasks II through VIII below. The organization of the phasing plan will be decomposable to work packages and activities to accomplish these tasks. These work packages will be adaptable for structuring into timeframes and schedules. The consultant team will present the integrated project management and communications system and tools with project phasing, schedule, and tasks along with responsibilities for tasks and deadlines.

Deliverables: Integrated Project Management & Communications Plan & Tool | Work Plan with Phasing, Timeframes, and Schedule

PHASE TWO:
Developing the Story of Lee's Summit

Task II. Information Gathering & Existing Plans Review

Task A. Existing Plans/Maps | Task B. Current Land Use | Task C. Current Demographics | Task D. Other Information

We will work closely with City staff to establish a baseline of information and materials. We believe in the value of providing the decision-makers and the public with the information they need early in the process so they can participate in a meaningful way, which leads to more comprehensive feedback. We will delve deeper into the Environmental Scan developed during *Lee's Summit Ignite Strategic Plan*. During this phase, we will review existing data and plans to provide a baseline of information and shared understanding.

To be a resilient community into 2040, Lee's Summit needs to understand what trends could have a high probability and high impact on the community. We will develop a set of trends that can be shared with key stakeholders, staff, and the community to broaden the understanding of how to be better prepared for the future and take advantage of the opportunities presented.

Existing Plans Review: We will prepare a short 6-page document that provides highlights and recommendations, along with hyperlinks to the various plans and sections within the plans for use by the project team, steering committee, Planning Commission, City Council and public.

Mapping Protocol: Our team will develop a consistent mapping protocol for all maps to be used in community engagement and the Master Plan Update.

Current Land Use Peer Comparison & Land Use Analysis: We will develop a current land use map, table, and summary pie chart. Comparing current land use data to peer communities in a one-page issue paper will serve as a data point for community conversation about future land use. We will also evaluate current land use and identify conflicts, opportunities, and challenges.

Map Layers: We will develop visually appealing base maps and layers following the protocol that illustrate the history of Lee's Summit development, existing conditions, and potential future scenarios.

ESRI Story Maps: We will combine narrative text with maps and other content to create the story of Lee's Summit Series. Story Maps can be accessed online and used for in-person presentations of existing conditions and plans.

Current Snapshot: We will develop a community profile, or Current Snapshot, in the form of simple, graphically-appealing infographics that describe demographics, housing, infrastructure, amenities, economy, and other vital features. The infographics will also explain the context for recommendations in the Master Plan document. The Current Snapshot will inform later stages of research and serve as a visual aide in engaging the community in essential conversations about data. *See example Current Snapshot in the Appendix.*

Trend Cards and Videos: The infographics from the Current Snapshot will be combined with the trend research on global, national, and regional trends to help understand context and relevance of these trends to Lee's Summit. Stantec is a leader in the understanding of disruptive technologies such as, autonomous vehicles and smart cities. *See example Trend Cards in the Appendix.*

Learn more about Stantec's Smart Mobility approach here.

Learn more about Stantec's Smart Cities approach here.

Deliverables: Existing Plans Review | Mapping Protocol | Current Land Use Peer Comparison & Land Use Analysis | Map Layers | ESRI Story Maps| Current Snapshot | Trend Cards & Videos

Project Approach

Task III. Public Meetings:

Public Engagement Plan: We will develop a Public Engagement Plan, with a stakeholder engagement protocol, planning framework, anticipated engagement activities, key messages, schedule, and engagement materials.

Plug-In: We will work with City staff to develop communications tools to provide updates and announcements on the project webpage, across City social media platforms, and through additional partners in the community.

Steering Committee: A representative group inclusive of diverse interests will be formed to guide the decision-making process. The Steering Committee will develop recommendations and serve as engagement ambassadors.

Targeted Stakeholder Interviews: We will ask key stakeholders to provide input and feedback throughout the process during formal interviews.

Targeted Stakeholder Questionnaires: Before the stakeholder/group interviews, materials developed in Phase II above will be distributed to potential participants along with a pre-interview electronic questionnaire. The information gathered in the questionnaire will set the stage for the stakeholder interview discussions. We will continue to use this questionnaire with the interview follow-up to gain an understanding of preferences and build consensus in the community for the various elements and recommendations of the plan.

Digital Engagement: Our team will utilize an interactive digital platform such as Bang the Table to gather feedback throughout the process. The information and questions posted on the platform will correspond with other input methods, so the type of feedback we receive is comparable. Website content will also be developed and shared on the City's website.

Surveying Preferences: To develop a better understanding of policies, land use, and design guidelines options, we will use visuals to scan preferences throughout the process. This approach allows community members a convenient way to participate in the planning process online and in person. Stakeholders will be encouraged to complete the survey online, and the link will be shared on the project webpage and integrated into the digital engagement platform.

Community Workshops: We will convene a series of community workshops designed to engage a diversity of stakeholders. Each workshop will focus on distinct elements of the Master Plan and be developed to create community support for the vision and consensus on future growth scenarios. Many of the engagement methods in phase three will occur in close coordination with the community workshops, enabling a wide range of citizen involvement and collaboration. *For additional information, see Community Engagement Overview in the Appendix.*

Topical Focus Groups: Six topical Focus Groups will be created corresponding with Critical Success Factors identified in the *Ignite Strategic Plan:* Economic Development, Neighborhoods & Housing, Cultural & Recreational Amenities, Community Health & Wellbeing, Education, and City Services & Infrastructure. The groups will meet to discuss challenges and opportunities, prioritize issues, and develop strategies for each focus area that will ultimately shape the planning framework. Focus Group meetings will be interactive and hands-on to help people better understand the issues and provide more comprehensive feedback. Activities and tools include best practices case studies, walking tours, clicker polling, visualizations, graphic facilitation, and mapping exercises.

Developers Workshops: We will convene developers and bankers to discuss the elements of the plan recommendations, design guidelines to establish understanding, and work through issues and concerns.

City Council & Planning Commission Workshops: It is imperative to the process that City staff, the City Council, and the Planning Commission are on the same page before we take key recommendations to the public. We will plan and facilitate a joint (or separate) workshops to: review existing data and emerging trends; provide input into issues and opportunities; share recommendations for alignment with the *Ignite Strategic Plan*, and refine elements of plan recommendations.

Deliverables: Public Engagement Plan | Digital and In-person Engagement Tools | Workshop, Stakeholder Interviews, and Focus Group Agendas, Materials and Summary Notes | Best Practices Case Studies | Summary of Engagement and Input

Project Approach

Task IV. Master Plan Preparation: The Master Plan will serve as a basis for the establishment of future development and redevelopment policies and priorities for coordinated development/redevelopment as well as future infrastructure expansion. The Master Plan will provide a framework for the City to be adaptable to disruptive technologies and support the community's long-term vision established during *Lee's Summit Ignite Strategic Planning* process.

Market Analysis: We will provide a community and regional market analysis of uses that provide economic vitality while preserving the community's unique character as it grows and protecting the existing economic base as described in the RFP. The analysis will include potential infill sites in the Central Business District and Old Lee's Summit Planning Area with recommended development at appropriate densities with broad stakeholder support. The focus of this work is to set realistic goals based in market-realities today and into the future. Market data will help to identify future specific area plan boundaries.

Fiscal Impact Model: Stantec's life cycle costing model will be used to make decisions about growth and the impact of the Property Reserve Inc. 4,200-acre proposed development and annexation strategies. Financial management, land use planning and infrastructure planning are connected. Land use is the primary catalyst for local government expenditure and revenue generation. This tool will allow Lee's Summit to move beyond the social and environmental considerations to finance and cost considerations. The result will be long term fiscal sustainability and community viability.

View Stantec's Community Lifecycle Infrastructure Costing Tool here.

Master Plan Development: Based upon information gathered from previous phases, we will provide additional definition to the vision statement by critical success factor area; document community history; incorporating existing conditions, demographics and projections, and relevant plans as part of the context of each plan section. Future Land Use layers with infrastructure overlays, strategies and policy recommendations will be developed for housing, economic development, transportation (public transit, ridesharing, multi-modal transportation), public infrastructure, preservation of open space, historic preservation, public facilities, public safety,

emergency preparedness, resiliency, sustainability, and the environment.

Design Guidelines: We will update the current city-wide, M-150 Corridor, and Downtown design guidelines as needed based upon stakeholder input and best practices to augment the zoning ordinance.

Task V. Present Draft Master Plan to City Council and Planning Commission: Our team will present the draft plan to the City Council and Planning Commission. Based on the feedback received, the Master Plan will be updated.

Community Group Presentations: We will gather input from civic-minded groups by providing an overview of the draft plan.

Plan Reveal: A final community event will be held to reveal the draft Vision 2040 Master Plan to the public. The event will provide an overview of the community's vision for future development and redevelopment for the next 20 years, showcase how community aspirations helped to shape the plan, gather feedback on the draft plan, and build community support for adoption and implementation.

Task VI. Adoption Presentation to Planning Commission: As required per the City's adoption process, we will make a final presentation to the Planning Commission for plan adoption.

Task VII. Final Master Plan Delivery: Using the feedback received at the Plan Reveal, we will work closely with City staff, City Council, Planning Commission, and the Steering Committee to revise and finalize the final Master Plan. We will create an accessible web-based plan with intuitive, user-friendly navigation. The final plan will be graphically appealing, utilizing infographics, photos, and clean design elements. The document will be written to convey recommendations and policies in a manner easily understood by planning and development professionals, elected officials, and City staff. We will create a video summary of the plan, and a Dashboard to host Performance Measures charting implementation progress. *For an example of our work with final plan delivery and online Dashboards, see Appendix.*

Deliverables: Draft Plan Presentation Materials | Video Plan | Accessible, Interactive, Web-Based Plan with a Dashboard for Performance Measures | Digital file of plan and mapping will be delivered as described in the RFP.

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LEE'S SUMMIT, MO VISION 2040 MASTER PLAN ROADMAP

WHAT IS STRATEGIC VISION 2040 MASTER PLAN?

Lee's Summit's Ignite Strategic Plan developed a vision describing the desired future in idealistic and aspirational terms. Values and Critical Success Factors further define a path to realize that vision. Master planning takes a strategic vision, critical success factors and puts it into action in the form of one, cohesive document to guide the 20 year future of the community.

THE FUTURE STARTS HERE

STRATEGIC FORESIGHT

As our world changes, **STRATEGIC FORESIGHT** is the key to identifying the right path. We use data, forecasting, and **local and national trend**s to help your community anticipate forces that may assist or impede it from achieving its vision. With strategic foresight, you can create a proactive Master Plan that is adaptable to future conditions.

WHY NOW?

We live in a changing world. Bring your community together by focusing on tomorrow, creating a common understanding of how to put your vision into action.

"Cities have the capacity of providing something for everybody, only because, and only when, they are created by everybody."
- Jane Jacobs

STRATEGIES

STRATEGIES provide direction toward Critical Success Factors and move the community toward the strategic vision.

PERFORMANCE MEASURES

PERFORMANCE MEASURES are created by specific, quantifiable metrics to evaluate our progress toward our stated Critical Success Factors.

Community Dashboard is how stakeholders hold each other accountable; a dashboard shares results with the community, charting progress by Critical Success Factor.

VISION

VISION creates a vivid mental picture of the community's desire. A **VISION STATEMENT** inspires & energizes.

Lee's Summit: A vibrant community ensuring the finest quality of life for all generations.

CRITICAL SUCCESS FACTORS

CRITICAL SUCCESS FACTORS are our long-term desired outcomes that move the community toward achieving the vision.

Critical Success Factors answer the question:
    What do we want?

POLICIES

POLICIES are statements that guide development and public investment.

Future land use maps depict policies.

"The only thing that is constant is change."
- Heraclitus

"Vision without execution is hallucination."
- Thomas Edison

LS

LEE'S SUMMIT
MISSOURI

1

SHOCKEY CONSULTING

OVERLAND PARK — KANSAS

CURRENT SNAPSHOT

NOVEMBER 2018

DEMOGRAPHICS

Race and Ethnicity

	2010	2018
WHITE	86.0%	82.0%
BLACK OR AFRICAN AMERICAN	4.0%	5.0%
ASIAN	6.0%	8.0%
OTHER	4.4%	5.0%
HISPANIC ORIGIN	4.8%	6.4%

2018 Population by Age

Pie chart:
- 0-9: 12%
- 10-14: 7%
- 15-24: 12%
- 25-34: 14%
- 25-44: 14%
- 45-54: 13%
- 55-64: 13%
- 65-74: 9%
- 75+: 6%

Age 55-64 was the fastest growing segment between 2010 and 2018
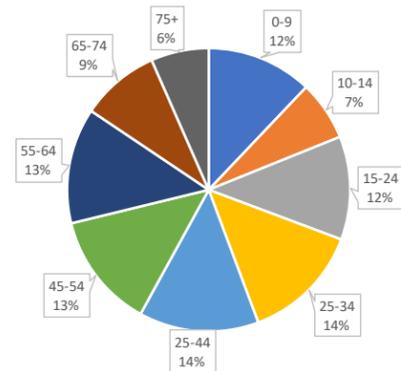
Median Age
- 2018: 39.0
- 2016: 38.1
- 2010: 37.7

Population
- 2018: 194,120 +1.5%
- 2016: 191,278 +10.3%
- 2010: 173,372

Source: 2018 ESRI

WELCOMING PLACE

Schools

GRADUATION RATES

- SHAWNEE MISSION SCHOOL DISTRICT 89%
- BLUE VALLEY SCHOOL DISTRICT 96%

EMPORIA STATE UNIVERSITY
METRO LEARNING CENTER
JOHNSON COUNTY COMMUNITY COLLEGE
UNIVERSITY OF KANSAS EDWARDS CAMPUS

4 SCHOOL DISTRICTS
SHAWNEE MISSION
BLUE VALLEY
OLATHE
SPRING HILL

11 PRIVATE SCHOOLS

9 HIGH SCHOOLS

TOP 100 BEST PLACES TO LIVE
based on economics, housing, amenities, infrastructure, demographics, social and civic capital, education and health care

TOP 10 MOST EDUCATED CITIES

2018 Education Attainment

- 7.5% Associates Degree
- 36.3% Bachelors Degree
- 22.5% Graduate/Professional Degree

- 3.4% < High School Diploma
- 12.2% High School/GED
- 18.2% Some College, No Diploma

Public Safety

VIOLENT CRIME	PROPERTY CRIME	OVERALL QUALITY OF POLICE, FIRE, AND AMBULANCE SERVICES
2 rate/1,000	14.9 rate/1,000	93% "VERY SATISFIED" and "SATISFIED"

Perception of Safety

OVERALL FEELING OF SAFETY IN THEIR NEIGHBORHOOD DURING THE DAY	OVERALL FEELING OF SAFETY IN THEIR NEIGHBORHOOD AT NIGHT	OVERALL FEELING OF SAFETY IN CITY PARKS AND RECREATION FACILITIES	OVERALL FEELING OF SAFETY IN COMMERCIAL AND RETAIL AREAS DURING THE DAY
96% "VERY SAFE" or "SAFE"	87% "VERY SAFE" or "SAFE"	69% "VERY SAFE" or "SAFE"	87% "VERY SAFE" or "SAFE"

2018 ETC Survey

BUILT ENVIRONMENT

Age of Housing
- Built BEFORE 1980: 40%
- Built AFTER 1980: 60%

Housing

2010
- 62% OWNER OCCUPIED
- 32% RENTER OCCUPIED
- 6% VACANT

2018
- 58% OWNER OCCUPIED
- 37% RENTER OCCUPIED
- 5% VACANT

2015 Land Use by Acreage
- Single Family Housing 32%
- Right-of-Way 15%
- Parks, Recreation, Open Spaces 11%
- Public/Semi-Private 6%
- Multi-Family Housing 4%
- Commercial 4%
- Office 3%

Density

PERSONS PER SQUARE MILE
- Overland Park 2,513
- Olathe 2,172
- Lenexa, Lee's Summit, KCMO <1,500

80% of OVERLAND PARK is BUILT OUT

2018 Home Value

	OVERLAND PARK	JOHNSON COUNTY
Median home value	$250,920	$240,642
Median rent	$1,040/month	$978/month

Paying more than 30% of household income:
- Renter 39%
- Homeowner 21%

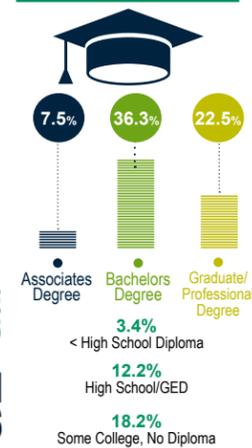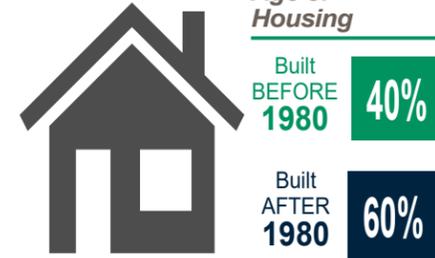| OVERLAND PARK	JOHNSON COUNTY	NATIONAL AVERAGE
28.1 ACRES OF PARKLAND PER 1,000 RESIDENTS	11.2 ACRES OF PARKLAND PER 1,000 RESIDENTS	9.35 ACRES OF PARKLAND PER 1,000 RESIDENTS

83 PARKS & OPEN SPACES
4 LAKES
5 OUTDOOR POOLS
1 INDOOR POOL
2 COMMUNITY CENTERS

VISION METCALF
- +1,502 Residential Units
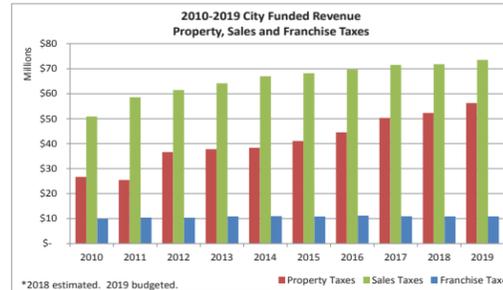- +528,228 sq. ft. New Retail
- +96,574 sq. ft. New Office

ENGAGING COMMUNITY

Citizen Satisfaction

	2016	2018	
AS A PLACE TO LIVE	96.9%	97.2%	"EXCELLENT" or "GOOD"
AS A PLACE TO RAISE CHILDREN	92.8%	93.1%	"EXCELLENT" or "GOOD"
QUALITY OF LIFE	93.6%	92.1%	"VERY SATISFIED" or "SATISFIED"
IMAGE OF OVERLAND PARK	89.4%	91.2%	"VERY SATISFIED" or "SATISFIED"
AS A PLACE TO WORK	85.7%	87.6%	"EXCELLENT" or "GOOD"
AS A PLACE TO RETIRE	71.8%	75.1%	"EXCELLENT" or "GOOD"
AS A PLACE TO VISIT		71.3% 74.5% (2016 2018)	"EXCELLENT" or "GOOD"

2018 ETC Survey

Social media:
- 12.4K Twitter FOLLOWERS
- 12.3K Facebook FOLLOWERS
- 1.8K Instagram FOLLOWERS
- 1.7K LinkedIn FOLLOWERS
- 1.0K YouTube SUBSCRIBERS
- 4.9K Pinterest MONTHLY VIEWERS
- 36,197 NEXT DOOR MEMBERS

STRONG ECONOMY

2018 Household Income

Median household income	OVERLAND PARK	JOHNSON COUNTY
	$81,712	$83,232

- 57% RESIDENTS WORK WITHIN 10 MINUTES OF HOME
- 91% OVERALL IMAGE OF THE CITY "VERY SATISFIED" or "SATISFIED"

2018 Major Employers
1. SPRINT — 6,000 EMPLOYEES
2. SHAWNEE MISSION SCHOOL DISTRICT — 3,400 EMPLOYEES
3. BLUE VALLEY SCHOOL DISTRICT — 3,226 EMPLOYEES
4. BLACK & VEATCH
5. JOHNSON COUNTY COMMUNITY COLLEGE — 2,400 EMPLOYEES
6. OPTUM RX — 2,000 EMPLOYEES
7. WADDELL & REED FINANCIAL INC. — 1,369 EMPLOYEES
8. OVERLAND PARK REGIONAL MEDICAL — 1,300 EMPLOYEES
9. CITY OF OVERLAND PARK — 1,200 EMPLOYEES
10. YRC WORLDWIDE INC. — 1,000 EMPLOYEES

2010-2019 City Funded Revenue Property, Sales and Franchise Taxes
(bar chart, 2010–2019, Millions $0–$80)
- Property Taxes
- Sales Taxes
- Franchise Taxes

*2018 estimated. 2019 budgeted.

2018 Households by Income
Pie chart:
- $200,000 +: 12%
- Less than $15,000: 5%
- $15,000-$24,999: 5%
- $25,000-$34,999: 7%
- $35,000-$49,999: 12%
- $50,000-$74,999: 17%
- $75,000-$99,999: 13%
- $100,000-$149,999: 19%
- $150,000-$199,999: 10%

Between 2010 and 2015, the income category of those making $200,000 or more had the fastest growth at 20%
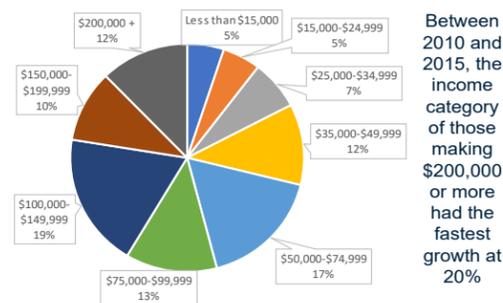
2018 Employment Sectors

139,059 DAYTIME EMPLOYED

PROMINENT SECTORS
- EDUCATION — 9,026 EMPLOYEES
- TELECOMMUNICATIONS — 6,000 EMPLOYEES
- ENGINEERING — 3,100 EMPLOYEES
- HEALTH CARE — 2,600 EMPLOYEES
- PHARMACEUTICALS — 2,500 EMPLOYEES

3.1% UNEMPLOYMENT RATE
2017 Bureau of Labor Statistics

19 YEARS AVERAGE TENURE Overland Park Senior Staff

CONNECTED CITY

Street Age (Thoroughfare)
(bar chart, Lane Miles 0–300, Street Age Years: 0-10, 10-20, 20-30, 30-40, 40-50, 50+)
- $92.0M, $348.5M
- 2018 / 2040

Street Age (Non-Thoroughfare)
(bar chart, Lane Miles 0–800, Street Age Years: 0-10, 10-20, 20-30, 30-40, 40-50, 50+)
- $443.5M, $1.0B
- 2018 / 2040

- 263 MILES OF BIKE FACILITIES
- RideKC — 10 ROUTES IN OVERLAND PARK
- 5 PARK & RIDE LOTS
- 135 MILES PAVED SHARED USE PATHS
- 650 ACRES OF GREENWAY LINKAGES

ALL AREAS OF THE CITY ARE WITHIN 4 MILES OF A MAJOR HIGHWAY
I-35 I-435 I-635 US 69

- 931 MILES PUBLIC & PRIVATE STREETS & HIGHWAYS
- 524 MILES LOCAL PUBLIC STREETS

33% of the city's street system is collector streets, thoroughfares, and highway

VISION METCALF TRANSIT RIDERSHIP INCREASE 41%

2018 Infrastructure
- AVERAGE STREET AGE: 55 YEARS OLD
- STREET LIFE EXPECTANCY: 50 YEARS OLD
- # OF BRIDGES: 127

2040 Infrastructure
- TRAFFIC SIGNALS 40 YEARS OR OLDER: 29%
- STORMWATER CONVEYANCE SYSTEM IN FAIR TO POOR CONDITION: 58% (40 YEARS OR OLDER), 30%
- SIDEWALKS OVER 50 YEARS OLD: 44%
- BRIDGES 40 YEARS OR OLDER: 70%

2

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JOHNSON COUNTY IS BECOMING MORE DIVERSE

OLATHE 2040 FUTURE READY

Racial and ethnic diversity [in Johnson County] is increasing, with minorities making up 19% of the population in 2015, compared to 11% in 2000.

Quality of Life Vision
People choose Olathe. Healthy, safe, people living in quality neighborhoods connected to important places and each other.

How do we create a community where all people feel welcome?

Race and Ethnicity

	2000	2016
WHITE	83.2%	74.8%
HISPANIC OR LATINO	5.4%	10.9%
BLACK OR AFRICAN AMERICAN	3.7%	5.0%
AMERICAN INDIAN AND ALASKA NATIVE	0.4%	0.3%
ASIAN	2.7%	4.4%
NATIVE HAWAIIAN	0.0%	0.1%
OTHER	4.4%	4.6%

88 different languages are represented in the Olathe Public Schools

Source: MARC Health Status Data, http://www.marc2.org/healthdata/ counties/johnson.htm, updated September 2017.

1-1

CLOUD-BASED EDUCATION IS INCREASING

OLATHE 2040 FUTURE READY

The driver for education and learning will never disappear; educational models and delivery will just take different forms. The future of education is will focus on access and collaboration.

Schools will have both traditional and online only students. E-Learning is already widely used where students use technology to access curriculum outside of the traditional classroom. Virtual Learning, where teachers provide course content through course management applications, is in its infancy.

Individualized learning technology is leading to a new wave of interest-driven curriculum built around the specific interests of students.

Skills will be assessed based on performance and students will learn with tools that adapt to their capabilities; students will be challenged with harder tasks and questions as levels are achieved.

Educational Attainment

2017 94% / 2000 93% — Percent of population 25 and over processing at least a high school degree or higher

2017 46% / 2000 40% — Percent of population 25 and over possessing a bachelor's degree or higher

2017 Schools

30,055 STUDENTS IN OLATHE PUBLIC SCHOOLS (20,000 STUDENTS IN 2002) GRADUATION RATE 91.2% OLATHE PUBLIC SCHOOLS

SCHOOL DISTRICTS IN OLATHE: Olathe Public Schools, Blue Valley, Gardner – Edgerton, Spring Hill, De Soto

PRIVATE SCHOOLS IN OLATHE: MIDAMERICA NAZARENE UNIVERSITY / KANSAS STATE UNIVERSITY – OLATHE / JCCC – OLATHE HEALTH EDUCATION CENTER

KANSAS SCHOOL FOR THE DEAF

4 LEARNING CENTERS IN OLATHE

Future-Ready & Resilient Vision
Olathe takes a future-ready approach. We are resilient, innovative, nimble & collaborative in how we address tomorrow's challenges today.

How can Olathe inspire and support bright minds of all ages to continue learning and innovating?
Olathe continues to attract bright minds. Let's provide opportunities for kids and adults to learn, collaborate and prosper.

Source: "What is the future of technology in education?", Matt Britland, The Guardian, June 2013.
Source: "Three Trends that Will Shape the Future of Curriculum", MindShift, Feb 4, 2011.

2-1

NEXT WAVE FOR TRANSPORTATION

OLATHE 2040 FUTURE READY

Living in suburbia, owning a house, and watching the kids play on a green lawn was the American dream as early as the 1800s. At first, mass transit was crucial to suburban life, with streetcars and rail lines providing access to new residential areas outside of cities. After World War II, as automobiles became even more popular and the pace of suburbanization accelerated, the American dream expanded to include two cars in every garage.

Suburban dwellers desire a more comprehensive way to get around. These systems consider the integration all modes of transportation including walking, biking, and on-demand vehicle services such as car sharing, self-service car pools. Technology will also play a large role in how people move around cities and will revolutionize how we think about transportation, prioritizing more equitable and diverse options. In the past, tax payers have funded both roadways and public transportation systems. In the future, employers will play a larger role in providing transportation systems for their workforce.

Infrastructure Vision
Olathe delivers smart, connected, integrated, innovative infrastructure that is safe, reliable, efficient and sustainable.

How can Olathe deliver the transportation system of the future?

MENTAL HEALTH

OLATHE 2040 FUTURE READY

Johnson County is seeing an increase in demand for mental health services.

Walk-ins to the Johnson County Mental Health offices increased by about 10 percent from 2016-17, and they're projected to continue increasing an additional 4 percent per year. In 2017, 6,128 people, some of whom were in crisis, walked in without appointments.

The current community focus is on early mental health by teaching children resilience and coping skills, increasing case management, and reducing the number of mentally-ill individuals in jail.

Quality of Life Vision
People choose Olathe. Healthy, safe, people living in quality neighborhoods connected to important places and each other.

What's one thing we can do to address this issue?

2017 **6,128** people, some of whom were in crisis, walked in without appointments

Source: https://www.jocogov.org/dept/mental-health/home

SAFETY

OLATHE 2040 FUTURE READY

Olathe is seeing moderate increases in violent crime, many of which are cases connected to illicit drug sales or usage.

Quality of Life Vision
People choose Olathe. Healthy, safe, people living in quality neighborhoods connected to important places and each other.

What's one thing we can do to address this issue?

Public Safety

Part I Violent Crimes per 1,000 Citizen 5-Year Comparison

2017 Average Part I Crimes (Violent) per 1,000 Citizens is 2.7

VIOLENT CRIME: 2000 **292** ▼ 2017 **214**

Olathe Population	Part I Violent	2017	2016	2015	2014	2013
138,944	214	1.5	1.4	1.2	1.4	1.5

Part I Violent Crimes include: Aggravated Assault/Battery, Homicide, Rape, and Robbery
Source: Benchmark City Survey – 2017; https://www.OlatheKS.org/home/showdocument?id=1078

PROPERTY CRIME: 2000 **3,234** ▼ 2017 **1,898**

2000 **6** FIRE STATIONS **5,701** INCIDENTS — MEDICAL CALLS AS % OF TOTAL **56%**

2017 **8** FIRE STATIONS **11,872** INCIDENTS — MEDICAL CALLS AS % OF TOTAL **66%**

Source: City of Olathe

4-1

HOMEOWNERSHIP DECLINING

OLATHE 2040 FUTURE READY

Today's generation gap in homeownership may lead to tomorrow's housing glut.

Millennials will own homes at a significantly lower rate than older generations. Even younger buyers who wish to purchase have more difficultly accessing the credit market because of extensive student loan debt. These factors have pushed the number of first-time homebuyers to the lowest levels since the 1980s. Baby Boomers are selling their homes and downsizing often into places that they rent rather than own.

Quality of Life Vision
People choose Olathe. Healthy, safe, people living in quality neighborhoods connected to important places and each other.

How can we continue to build quality neighborhoods where people choose to live?

#1 city in America where millennials are buying homes
1/2 of Olathe millennials OWN
1/2 of Olathe millennials RENT

Type of Housing

Housing Units

	2000	2018	2018
Total Units	33,703	50,863	
Owner Occupied	69.5%	68.2%	
Renter Occupied	27.4%	27.1%	
Vacant	3.0%	4.7%	
Persons per Household	2.83	2.86	
SINGLE FAMILY			69.8%
TOWNHOME			10.7%
SMALL APARTMENT BUILDING			3.2%
APARTMENT COMPLEX			15.1%
MOBILE HOME			1.1%

DRIVERLESS VEHICLES

OLATHE 2040 FUTURE READY

Autonomous Vehicles (AV), or driverless cars, are on their way. Potential benefits include less improved traffic flow, fewer accidents, and enhanced mobility for populations that don't or can't drive. AVs could solve parking hassles, congestion, and many financial and environmental costs.

However, large-scale infrastructure investments in dedicated lanes, car-free districts, and other issues must be considered to integrate AVs with our current transportation systems to significantly improve our communities.

Infrastructure Vision
Olathe delivers smart, connected, integrated, innovative infrastructure that is safe, reliable, efficient and sustainable.

How can Olathe deliver the transportation system of the future?
Imagine driverless vehicles, public transportation that comes to your door on demand, walking and biking paths connecting neighborhoods, businesses and parks. Help us create the transportation system of the future.

LANE MILES: 2017 **1,307** / 2000 **937** — **39% INCREASE**

7

CHANGING RETAIL

OLATHE 2040 FUTURE READY

The convenience of buying online is here to stay, but other new models are proving successful and changing the ways that businesses interact with consumers. Currently, a hybrid of brick-n-mortar and e-commerce (or "click-and-mortar") is satisfying those shoppers who want to touch and try on items before they buy. While many end up going home and buy the item online (a process called "showrooming"), the foot traffic through the store and experience builds valuable brand awareness.

Revenue Sources

	2000 BUDGET	2017 BUDGET	
General Fund Operating Revenue	$ 42,929,350	$ 99,860,462	
All Fund Revenue	$128,675,676	$335,752,196	
GF Sales Tax Revenue	57.6% of revenues	49% of revenues	
GF Property Tax Revenue	13% of revenues	19% of revenues	

Economic Vitality Vision
Olathe is an economic leader. Our strong economic base is built by highly successful companies of all sizes, entrepreneurs, a skilled force, vibrant places, and a thriving downtown.

How can Olathe make our retail places more attractive?

AFFORDABLE HOMES

OLATHE 2040 FUTURE READY

Rising costs, regulations and neighborhood opposition have made the economics of an affordable home harder for builders. We are seeing too many homebuilders focusing on the higher-end market to maximize profits making it more difficult for people to purchase starter homes or affordable homes later in life.

Quality of Life Vision
People choose Olathe. Healthy, safe, people living in quality neighborhoods connected to important places and each other.

How can we make sure people who work in Olathe can afford to live in Olathe?

Age of Housing Stock

Built 1939 or older	Built 1940-1969
2.4%	9.4%
Built 1970-1999	Built 2000 or newer
60.2%	28.0%

2017 Home Values

Johnson County Average New Home Value $487,395 (2018)
Olathe Average New Home Value $388,929
Olathe Average Home Sale Price $279,820
Average Home Value, Appraised $246,127

MULTI-GENERATIONAL HOMES

OLATHE 2040 FUTURE READY

Demand for multi-generational housing is on the rise. Older people are choosing to age in place – stay in their homes as long as possible. We are seeing more "granny pads" – people building on to their existing home or as an accessory unit places for their parents to live or their children. As our community becomes more diverse, many immigrant cultures have multiple generations living under one roof.

Quality of Life Vision
People choose Olathe. Healthy, safe, people living in quality neighborhoods connected to important places and each other.

How can we continue to build quality neighborhoods for all generations?

THERE ARE INCREASING RATES OF AUTOMATION OR "UNMANNING"

OLATHE 2040 FUTURE READY

New technologies will put 47% of U.S. jobs at a high risk of being automated by 2033, with more routine jobs in sales, office administration, retail, and hospitality in greatest peril.

Economic Vitality Vision
Olathe is an economic leader. Our strong economic base is built by highly successful companies of all sizes, entrepreneurs, a skilled force, vibrant places, and a thriving downtown.

How will this impact the workforce and infrastructure needs?

2017 Major Employers

1. UNIFIED SCHOOL DISTRICT #233 4,500 EMPLOYEES
2. JOHNSON COUNTY 4,000 EMPLOYEES
3. GARMIN INTERNATIONAL 3,000 EMPLOYEES
4. FARMERS INSURANCE GROUP 3,000 EMPLOYEES
5. OLATHE MEDICAL CENTER 1,700 EMPLOYEES
6. CONVERGYS 950 EMPLOYEES
7. CITY OF OLATHE 850 EMPLOYEES
8. HONEYWELL INTERNATIONAL INC. 850 EMPLOYEES
9. SYSCO FOODS OF KANSAS CITY INC. 780 EMPLOYEES
10. TRANS AM TRUCKING 700 EMPLOYEES

TOP 10 EMPLOYERS
17,830 JOBS IN 2017
6,733 JOBS IN 2000

Source: "The Future of Employment, Carl Benedikt Frey and Michael A. Osborne, 2013.

DECLINE OF HEALTH & LIFESPAN

OLATHE 2040 FUTURE READY

It's often said that today's children will have shorter average life spans than their parents, because so many suffer from obesity. But there is another view that says they will live longer - at the risk of spending their twilight years in poor health.

Studies suggest Americans are sicker than people in other rich countries, and in some states, progress in the areas of treating or curing basic diseases like diabetes has stalled or even reversed. Obesity, poverty, social isolation and the rise in alcoholism, drugs, and suicide are contributing to this trend

Olathe Medical Center conducted a community health assessment and determined the community health need priorities as follows:
- Increase access to bilingual healthcare services
- Improve behavioral health access to care, and integrate behavioral health into primary care locations.
- Lower obesity rate and increase access to healthy foods
- Expand healthcare transportation options
- Continue health insurance options
- Expand affordable senior living options
- Expand summer lunch options
- Prevent impaired driving accidents

They are developing a Community Health Plan.
olathehealth.org/community.

Public Safety

VIOLENT CRIME: 2000 **292** ▼ 2017 **214**

2000 **6** FIRE STATIONS **5,701** INCIDENTS — MEDICAL CALLS AS % OF TOTAL **56%**

2017 **8** FIRE STATIONS **11,872** INCIDENTS — MEDICAL CALLS AS % OF TOTAL **66%**

PROPERTY CRIME: 2000 **3,234** ▼ 2017 **1,898**

Quality of Life Vision
People choose Olathe. Healthy, safe, people living in quality neighborhoods connected to important places and each other.

Olathe, how do you imagine safe neighborhoods and healthy people in the future?

9-1

THE ELDERLY POPULATION IN JOHNSON COUNTY IS GROWING

OLATHE 2040 FUTURE READY

The total Johnson County population is expected to increase 57% from 2010 to 2040, but the 60-plus group will more than double in that time frame. They will make up about 24.2% of the county's population in 2040.

Quality of Life Vision
People choose Olathe. Healthy, safe, people living in quality neighborhoods connected to important places and each other.

How will a larger elderly population impact community infrastructure needs, housing types, employment and social services?

24.2%

Percentage of County Population aged 60-plus in 2040

Source: Johnson County Area Agency on Aging, 2014.

10

AN INFRASTRUCTURE OVERHAUL WILL BE NEEDED

OLATHE 2040 FUTURE READY

Every three years, the American Society of Civil Engineers develops a grade card for Infrastructure in Kansas as part of a national effort to raise awareness for infrastructure reinvestment. Affordable, reliable, and quality infrastructure is critical to economic and social well-being. In 2017, the nation's infrastructure earned a D+ in the Infrastructure Report Card, and Kansas faces its own challenges. For example: With 6,087 dams, Kansas has the second most dams in the United States. Of the state's dams, 230 are classified as high hazard, meaning failure would likely lead to loss of life and significant property damage and; Kansas has nearly 3,000 structurally deficient bridges.

Infrastructure Vision
Olathe delivers smart, connected, integrated, innovative infrastructure that is safe, reliable, efficient and sustainable.

How can Olathe deliver the infrastructure to support our community in the future?
Imagine infrastructure that tells you when it needs to be replaced, improves the environment and lasts longer. Help us design the infrastructure of the future.

SEWER WATER: 36,086 CUSTOMERS IN 2000 — 29,595 CUSTOMERS IN 2017 30,313 / 23,421 — **29% INCREASE**

LANE MILES: 2017 **1,307** / 2000 **937** — **39% INCREASE**

WASTE WATER: AVERAGE-DAY WASTEWATER COLLECTED & TREATED — 2017 **5.6 mgd** / **5.3 mgd** — **5.8% INCREASE**

mgd - MILLION GALLONS A DAY

Source: 2017 ASCE Infrastructure Report Card.

13

DISRUPTIVE TECHNOLOGIES ARE ON THE RISE

OLATHE 2040 FUTURE READY

New technologies have changed most aspects of society. Do you remember life before smart phones, using GPS for directions, or getting entertainment on demand? The rate at which we adopt new technology advances at warp speed. Technologies such as cloud computing, big data, digital communications and 3-D printing are estimated to add $33 trillion to the world economy every year, equivalent to the economic output of the United States, China, Germany and Japan combined.

Economic Vitality Vision
Olathe is an economic leader. Our strong economic base is built by highly successful companies of all sizes, entrepreneurs, a skilled force, vibrant places, and a thriving downtown.

How can we benefit from new technologies and protect against disruptive technologies impacting jobs in Olathe?

2017 Major Employers

3. GARMIN INTERNATIONAL 3,000 EMPLOYEES
4. FARMERS INSURANCE GROUP 3,000 EMPLOYEES
6. CONVERGYS 950 EMPLOYEES

Source: "Prosperity at a Crossroads: Targeting Drivers of Economic Growth in Greater Kansas City," MARC + Metropolitan Policy Program at Brookings, 2014.

14-1

CLIMATE DRIVEN ENERGY CONSUMPTION WILL INCREASE

OLATHE 2040 FUTURE READY

"The Kansas City metro area could see a likely increase of 8-19% in electricity demand (with a 1-in-20 chance of an increase over 23%) by end of century, even when combined with lower heating demand as winters become warmer, translating into a likely increase of 14% to 38% in energy costs, with a 1-in-20 chance of increases of more than 48% - the highest energy cost increase of any Midwest metro area. For a city shaped by energy-intensive industries such as food processing, transportation, and manufacturing, these increases are significant."

Climate Outlook

Midwest Temperature Change By mid-century
20+ more days over **95 degrees**
Concentrated seasonal rainfall
Increased length of consecutive dry days in summer

With 20+ more days over 95 degrees, the demand for electricity will increase, among other our resources.

Future-Ready & Resilient Vision
Olathe takes a future-ready approach. We are resilient, innovative, nimble & collaborative in how we address tomorrow's challenges today.

How will we adapt to changing climate?

2017 Major Employers

9. SYSCO FOODS OF KANSAS CITY INC. 780 EMPLOYEES
10. TRANS AM TRUCKING 700 EMPLOYEES

Source: "Heat in the Heartland: Climate Change and Economic Risk in the Midwest," Risky Business, January 2015.

15-1

SHOCKEY CONSULTING

LEE'S SUMMIT VISION 2040 MASTER PLAN
COMMUNITY ENGAGEMENT PLAN

COMMUNITY ENGAGEMENT GOALS

- **Inform** the community by providing balanced and objective information to better understand the problems, alternatives, opportunities, and solutions.
- **Consult** the community by obtaining feedback on analysis, alternatives, and decisions.
- **Involve** the community by working directly with them throughout the process to ensure that concerns and aspirations are consistently understood and considered, and providing a wide range of opportunities for stakeholders to be engaged.
- **Demonstrate** that community input has influenced the decision-making and planning priorities.
- **Build partnerships** with other agencies and stakeholders, recognizing the effect this effort has on the community, and that it complements other community initiatives.

PLAN PURPOSE

- The Master Plan will serve as a basis for the establishment of future development and redevelopment policies and priorities for coordinated development & redevelopment as well as future infrastructure expansion.
- The Master Plan will provide a framework for the City to be adaptable to disruptive technologies and support the community's long-term vision.
- The Master Plan will address existing conditions, future visioning for potential growth/annexation, infill and redevelopment opportunities, preservation of open space for parks purposes, and will incorporate the Downtown Master Plan into the Long Range Master Development Plan.
- The Master Plan will provide strategies to encourage economic development, quality residential growth, and general improvements for the protection of the quality of life for the City's residents and businesses. It will also serve as a useful tool for our citizens and businesses.

STEERING COMMITTEE
Develop plan recommendations and serve as community engagement ambassadors

STAKEHOLDER INTERVIEWS
- Provide input on key issues & opportunities
- Build buy-in and support for the final plan

STAKEHOLDER QUESTIONNAIRES
- Provide critical background information
- Provide input on preferences & priorities

COMMUNITY WORKSHOPS
- Introduce the planning process to the public
- Gather feedback on issues & opportunities by topic area

DEVELOPERS WORKSHOPS
- Provide overview of plan recommendations & design guidelines
- Gather feedback on issues & concerns

CITY LEADERSHIP WORKSHOPS
- Review existing data & emerging trends
- Inform key recommendations
- Align process with strategic plan

DIGITAL ENGAGEMENT
- Introduce the planning process to the public
- Gather feedback on issues & opportunities

PREFERENCE SURVEYS
Develop understanding and gather feedback on policies, land use, and design guidelines

TOPICAL FOCUS GROUPS
Gather detailed feedback on specific planning topics

COMMUNITY GROUP PRESENTATIONS
- Provide an overview of the draft Master Plan
- Gather feedback on recommendations

PLAN REVEAL
- Share the draft Plan
- Show how community input shaped the Plan
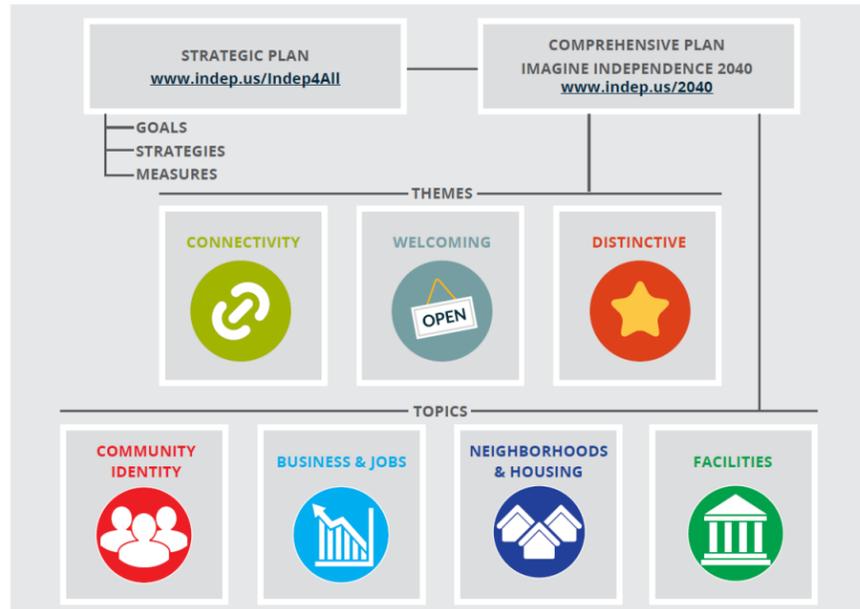- Build support for adoption & implementation

COMMUNITY INPUT WILL SHAPE:
- Strategies
- Policies
- Future Land use
- Performance Measures

SUPPORTING TOOLS

Trend Cards   Videos   Social Media   Story Maps

Project Webpage   Press Release   E-Newsletters

Appendix E: Independence, MO - Comprehensive Plan & Strategic Plan Integration

SHOCKEY CONSULTING

Diagram

STRATEGIC PLAN
www.indep.us/Indep4All

COMPREHENSIVE PLAN
IMAGINE INDEPENDENCE 2040
www.indep.us/2040

- GOALS
- STRATEGIES
- MEASURES

THEMES

CONNECTIVITY — WELCOMING — DISTINCTIVE

OPEN

TOPICS

COMMUNITY IDENTITY | BUSINESS & JOBS | NEIGHBORHOODS & HOUSING | FACILITIES

BUSINESS & JOBS

Our vision is to create 21st century jobs that help our community prosper.

Independence is a place where paths cross for many in the region. With great access to highways and railroads, Independence is attractive to businesses. Independence is positioned to attract industries of the future including life sciences, architecture, and advance manufacturing. Growth areas include health care and education of health care professionals.

GOAL

Increase **economic prosperity** of the **community**.

MEASURES FOR SUCCESS

The City's Strategic Plan, Independence For All, tracks progress in the area of economic prosperity using the following measures.

Increase sales tax revenue per capita. | Increase household income. | Increase jobs. | Increase population. | Increase tourism.

GUIDING PRINCIPLES

Connect people to jobs and give them the skills they need to succeed in the job market of the future.

Adapt retail sector to marketplace trends.

Build supportive infrastructure to grow businesses and stabilizing the local economy.

Promote growth, innovation, investment and opportunity.

Diversify sectors and advance manufacturing, engineering, green power and health sciences.

LAND USE BUILDING BLOCKS

Connectivity

Encourage mixed-use development to create diverse and self-sufficient neighborhoods. Residents desire small-scale retail integrated into neighborhoods including local restaurants, art, boutiques so that people can walk to them.

Welcoming

Provide opportunities for industrial development sites within the community.

Foster redevelopment opportunities within the City in an effort to revitalize unused or underused property.

Establish and maintain housing, transportation, communication and utility systems which support and foster quality development.

Distinctive

Locate and concentrated commercial development that support both the local and regional market.

Promote diversification of the commercial/industrial base.

Adapt retail and commercial spaces to accommodate market trends.

TOOLS & POLICIES

Connectivity

Identify and develop physical connections between employment center and surrounding neighborhoods. Improve transportation access to education, training and employment opportunities.

Welcoming

Cultivate a vibrant, unique City that attracts and retains a highly skilled workforce.

Promote expansion of small firms and entrepreneurs by creating innovation centers.

Target business recruitment efforts on businesses that benefit from locating near existing Independence businesses.

Focus retention on high-performing, capital intensive, existing employers so they may grow in place.

Facilitate development-ready sites.

Distinctive

Preserve and promote historic assets and natural resources to attract tourists.

Invest in green energy to spur development and redevelopment.

Grow STEM: Science, Technology, Engineering and Mathematics industries complimentary to regional market: high-tech manufacturing, engineering and health sciences.

Policy Documents and Plans

Little Blue Valley Comprehensive Plan Amendment
www.indep.us/LBVPlan

US 24 Highway Corridor Study
www.indep.us/24HwyPlan

KC Rising
http://kcrising.com/

Guiding Principle

Encourage that the physical character and form of the City reflects its historic setting and that the built environment is compatible with the City's natural environment.

Convenient Concentrated Commercial Development – Truman Gateway Vision Plan

Policies:

1. Consider defining and enhancing City gateways and focal points to create a sense of place.
2. Promote protection and preservation of the City's historic buildings and urban pattern.
3. Promote quality in the design and construction of new public and private development.
4. Promote retail and service-oriented businesses on first floors to keep streets active, with non-service/office uses on second floor, and residential uses on upper floors in the downtown area.

Independence for All
Performance Measures Dashboard

This performance measurement dashboard focuses on monitoring the City's progress toward its five-year strategic plan, Independence for All. There are four goal areas with associated measures that attempt to identify how well we are doing toward reaching the desired objectives adopted by the Mayor and City Council. The measures update quarterly, with the following colors showing the progress: Green (achieved or surpassed goal), Yellow (making progress toward goal), and Red (not making progress toward goal). Clicking on a goal will bring you to a list of measures associated with that goal, where you can further click to see the full story for each measure.

Goals *(Last updated: 8/20/2019)*

Goal	Fiscal Year '18/'19: Q4 Results
Customer-Focused Improve customer service and communication.	Under Goal
Financially Sustainable Ensure City finances are stable and sustainable.	⚠ Pending *(Results for Financially Sustainable Goal Measures in Fiscal Year '18/'19: Q4 average to 0)*
Growth Increase economic prosperity of the community.	Under Goal
Quality Achieve livability, choice, access, health and safety through a quality built environment.	Goal Met

Growth Measures

Measure	Actual	Target	Result
Number of Single Family Building Permits Issued The number of single family building permits issued by the City. The goal is to issue 25 permits per quarter, for a total of 100 permits per year.	29.00	25.00	Goal Met
Visitors at Historic Sites The number of people that visit the various historic sites in the City. The goal is to increase the yearly overall visitors by 3% over the previous fiscal year, equaling 46,082 visitors for FY18/19.	12757.00	13972.00	Under Goal
Retail Vacancy Rate The retail vacancy rate shows the percentage of retail spaces that are vacant for the quarter. The goal is to have a vacancy rate within 2 percentage points above or below 6.5%.	5.60	6.50	Goal Met
Median Household Income The median household income measures the income where half of all incomes are above and half are below. The goal is to reach a median household income of $50,000. This data is only measured once per year.	51689.00	50000.00	Goal Met
New Jobs Created The number of new jobs created in the community with the help and support of the Independence Economic Development Council. The goal is to have 600 new jobs created this calendar year, which would equate to approximately 150 new jobs per	42.00	150.00	Goal Not Met

The original RFQ for **Vision 2040** remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

PRE-PROPOSAL CONFERENCE
DATE/TIME: August 14, 2019 at 10:00 AM

The Pre-Proposal Conference was held for the purpose of promoting an understanding of the City's requirements and needs, and to clarify any confusing areas of the request, by allowing conference participants to ask questions. The City intends to make an award to a responsive and responsible firm through an open and competitive procurement process; one that will satisfy all the requirements in the most economical manner deemed to be in the best interest of the City.

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

RFQ DOCUMENT AND TECHNICAL SPECIFICATIONS:
The RFQ Documents for the above referenced project are hereby amended in the following particulars only; all other conditions remain unchanged.

Q1   Does the City have a budget for this project?
A1   Yes. City Council has approved $500,000.00

Q2   Concerning the Fiscal Impact Model, who would own that?
A2   The City would own it and use it in future endeavors.

Q3   What does the City like about its current Model?
A3   A good thing is it is in manageable pieces. Smaller areas can be implemented to form the whole. However, it is very fragmented. The Fire Department's Master Plan is accreditation based; the Water Department is preparing their own Master Plan; and the Parks Department is working on a Greenway Plan. Ultimately, we would like to see them blend together as one.

Q4   For the engagement web site, will it be stand alone or part the City's current site (which platform)?
A4   It will be integrated into the existing web site (VNN).

Q5   In your list of specifications, are there any more "weighted" than the others?
A5   No. If the consultant advises the City to rank the specifications, the City is open to discussions.

Q6   Who was the consultant for the Ignite Strategic Plan?
A6   Novak Consulting. A link to all the Ignite info this includes # of respondents and meeting recaps
     https://lsmo.legistar.com/LegislationDetail.aspx?ID=4083025&GUID=40671E2A-69D8-41ED-A390-264D8004F689

Q7   Who manages the Bang the Table app associated with the Ignite Strategic Plan?
A7   We do not have control of the Bang the Table forum, but may look at getting a license. We control the domain for the Ignite Plan.

Q8   What is the approval method?
A8   Ultimately the Planning Commission; however, the City Council will provide comment on the draft through joint City Council and Planning Commission meetings.

Q9   Are the citizens engaged?
A9   Yes. There was a good level of participation in the public participation effort associated with the Ignite Strategic Plan.

Addendum Number 2
Page 1 of 2

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

Q10 Is there a list of the selection committee?
A10 The RFQ Committee Members are:
   Mark Dunning, Assistant City Manager, Development Services and Communications
   Ryan Elam, Director of Development Services
   Josh Johnson, Assistant Director of Plan Services
   Heping Zhan, Assistant Director of Planning and Special Projects
   Hector Soto, Planning Manager
   Jennifer Thompson, Senior Planner

Q11 What is the intent of the Design Guidelines?
A11 The Guidelines will be City wide and used to possibly enhance the zoning ordinance.

Q12 Are there any existing design guidelines or standards?
A12 The UDO has general commercial requirements and detailed Downtown standards that were updated in 2018 and the City also design standards in the M150 Corridor Overlay and EnVision Overlay.

Q13 For the interactive web application, who is your target audience?
A13 Both the public and staff.

Q14 Has the City thought about a Climate Plan?
A14 No. However, this could be covered in the Resiliency Section of the Master Plan.

Q15 Does the City have an Emergency Action Plan??
A15 Yes. The Fire Department oversees that Plan.

Q16 Public Works role?
A16 Public Works will have input about impacts to the street system and stormwater.

Q17 Could this Vision 2040 Master Plan replace the M150 Corridor and Vision Plan?
A17 Yes, if the data supports different desired outcomes. This is a possibility.

Q18 Infill pushback?
A18 Yes. The City wants to grow intentionally so that the older developments don't fall into significant disrepair.

Q19 What happens to the Vision 2040 Plan if PRI pauses or drops their plans?
A19 The City would still like to see a plan developed for the property reflecting an anticipated ultimate build out.

ACKNOWLEDGEMENT

Each proposer shall acknowledge receipt of this Addendum No. 2 of RFQ No. 2020-005 titled Vision 2040 by his/her signature affixed hereto, and shall include this Addendum with their original proposal submittal.

CERTIFICATION BY BIDDER:

SIGNATURE _____

TITLE _President_____

COMPANY _Shockey Consulting Services, llc._

DATE _8/20/19_____

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

LEE'S SUMMIT
MISSOURI

Project No.
CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS IN EXCESS OF $5,000.00)
Effective 1/1/2009

County of Johnson   )
) ss.
State of Kansas   )

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

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

_____
Affiant

_Sheila Shockey_____
Printed Name

Subscribed and sworn to before me this __26__ day of __August__, 20_19_.

_____
Notary Public

SANDRA KELLY
NOTARY PUBLIC - State of Kansas
My Appointment Expires
__8/8/20__

SEAL

E-Verify

Welcome
Sandy Kelly

™ MENU

Company Information

Company Name
Shockey Consulting Services, LLC

Company ID Number
212373

Doing Business As (DBA) Name
--

DUNS Number
--

Physical Location

Address 1
12351 W 96th Ter Suite 107

Address 2
--

City
Lenexa

State
KS

Zip Code
66215

County
JOHNSON

Mailing Address

Address 1
--

Address 2
--

City

--

State
--

Zip Code
--

Additional Information

Employer Identification Number
481206747

Total Number of Employees
10 to 19

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
541 - PROFESSIONAL, SCIENTIFIC, AND TECHNICAL SERVICES

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
2

View / Edit

View Original MOU Template

View MOU

Last Login: 04/06/2017 07:51 AM

For more information contact us at 888-464-4218 or E-Verify@dhs.gov.

U.S. Department of Homeland Security   U.S. Citizenship and Immigration Services

Enable Permanent Tooltips   Accessibility   Download Viewers

E-Verify

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer   Shockey Consulting Services, LLC

Julie Mayfield

Name (Please Type or Print) | Title

Electronically Signed | 05/11/2009

Signature | Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print) | Title

Electronically Signed | 05/11/2009

Signature | Date

Project No.
CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(FOR ALL BIDS IN EXCESS OF $5,000.00)
Effective 1/1/2009

County of _Hennepin_)

) ss.

State of _Minnesota_)

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

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

_____
Affiant

Stephen L. Alm
Printed Name

Subscribed and sworn to before me this _23rd_ day of _August_, 20_19_.

_____
Notary Public

SEAL

MATTHEW RYAN KOCOUREK
Notary Public
Minnesota
My Comm. Expires
Jan 31, 2020
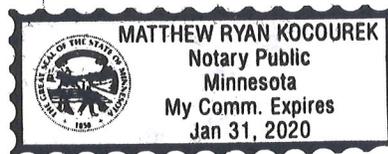
THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Stantec Consulting Services Inc (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://e-verify.uscis.gov/emp. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

2. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

3. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

    A. Notice of E-Verify Participation

    B. Notice of Right to Work

4. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

5. The Employer agrees to become familiar with and comply with the most recent version of theE-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web ServicesE-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be

presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

    A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

    B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's

perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA through its Web ServicesE-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with theE-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

    A. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

    B. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will createE-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the

Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access toE-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at . Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

    A. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

    B. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

    Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only

under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

    E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

        ii. The employee's work authorization has not expired, and

       iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

   F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

        i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

       ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

      iii. The Form I-9 contains no SSN or is otherwise incomplete.

          Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

   G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

   Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   A. Automated verification checks on alien employees by electronic means, and

   B. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must

allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

    A. Scanning and uploading the document, or

    B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

2. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

3. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

4. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

5. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

6. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

7. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

8. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

9. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

10. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

11. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

12. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

13. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web ServicesE-Verify Employer Agent and its clients;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.

12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the

software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

    A. Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.

    B. NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.

5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Stantec Consulting Services Inc (Employer) hereby designates and appoints Kristina Berens (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print) Kristina Berens	Title
Signature Electronically Signed	Date July 03, 2018
Department of Homeland Security – Verification Division	
Name	Title
Signature	Date

<table>
<tr><td colspan="2" align="center">Information Required for the E-Verify Program</td></tr>
<tr><td colspan="2">Information relating to your Company:</td></tr>
<tr><td>Company Name</td><td>Stantec Consulting Services Inc</td></tr>
<tr><td>Company Facility Address</td><td>61 Commercial St
Suite 100
Rochester, NY 14614</td></tr>
<tr><td>Company Alternate Address</td><td>61 Commercial St
Suite 100
Rochester, NY 14614</td></tr>
<tr><td>County or Parish</td><td>Monroe</td></tr>
<tr><td>Employer Identification Number</td><td>11-2167170</td></tr>
<tr><td>North American Industry Classification Systems Code</td><td>Professional, Scientific, And Technical Services (541)</td></tr>
<tr><td>Parent Company</td><td></td></tr>
<tr><td>Number of Employees</td><td>5,000 to 9,999</td></tr>
<tr><td>Number of Sites Verified for</td><td>1</td></tr>
</table>

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

New York	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jennie Moore
Phone Number	(585) 413-5241
Fax Number	
Email Address	Jennie.Moore@Stantec.com