

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
MATRIX CONSULTING GROUP**

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

RECITALS

- A. The City issued a Request for Proposals, RFP # 2023-012 Performance/Management Audit of City Equipment Replacement Programs (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide ERP Auditing Services (the "Services").
- B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

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

1. Term of Agreement. The term of this Agreement shall be until acceptance of the final work product and presentations. All pricing identified on the pricing page shall be in effect for the stated agreement term.
2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
3. Compensation. The City shall pay Contractor as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.
4. Payments. The City shall pay the Contractor based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.
5. Safety Plan. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.
6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

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

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

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

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

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

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

12. Insurance.

12.1 General.

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

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

- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.
- L. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing

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

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

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

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

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

## 12.2 Required Insurance Coverage.

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

allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.
- D. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

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

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

### 13. Termination; Cancellation.

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

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

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

1. Upon a breach by the Contractor of a material term or condition of this Contract, including unsatisfactory performance of the services;

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

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

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

of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

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

#### **14. Miscellaneous.**

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

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

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

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

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

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

**14.7 Entire Agreement; Interpretation; Parol Evidence.** This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This

Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

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

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

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

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

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

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

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

If to Contractor: Matrix Consulting Group  
1650 S Amphlett Boulevard, Suite 213  
San Mateo, CA 94402  
Attn: Richard Brady

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a



notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

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

#### 14.15 Information Technology

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

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

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

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

e. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor contracts entered into

by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

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

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

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

14.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

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

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

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

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

14.20 Cooperative Purchasing. Contractor, by submitting a proposal to the RFP, acknowledges that other specific eligible political subdivisions and nonprofit institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the materials and/or services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the Parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for

payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2023 ("Effective Date").

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Mark Dunning, City Manager

**ATTEST:**

\_\_\_\_\_  
Trisha Fowler Arcuri, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Office of the City Attorney

Matrix Consulting Group

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
MATRIX CONSULTING GROUP

[Contractor's Proposal]

See following pages.

**Proposal to Conduct a Development a  
Performance/Management Audit of City  
Equipment Replacement Programs**

LEE'S SUMMIT, MISSOURI

November 10, 2022

**matrix**   
consulting group

## Table of Contents

	Cover Letter	i
.....		
1.	Vendor Information Form	1
.....		
2.	Proposer Profile	2
.....		
3.	Evidence of Experience and References	3
.....		
4.	Expertise of Personnel	9
.....		
5.	Applicable Resources	19
.....		
6.	Project Approach	22
.....		
7.	Cost	29
.....		



November 10, 2022

DeeDee Tschirhart  
Procurement Officer  
City of Lee's Summit  
220 SE Green Street  
Lee's Summit, MO 64063

Dear Ms. Tschirhart:

The Matrix Consulting Group is pleased to present our team's proposal to conduct a performance/management audit of city equipment replacement programs. Our proposal is based on our review of the City's request for proposal and our extensive experience analyzing other similar operations in Missouri and across the country.

Our qualifications stand apart from other consulting firms for the following reasons:

- **Extensive experience in evaluation of cost allocation and performance management of ERPs:** Our project team has worked on dozens of projects assessing the policies, procedures, processes, and fiscal planning for ERP and enterprise funds. Our firm has also conducted over 1,500 studies of local government functions focused on developing efficient service delivery models. We have a successful track record of developing implementable solutions for our clients.
- **Experience in Equipment Operations studies:** Our firm is a leading provider of fleet operations and building maintenance service, management, and planning studies.
- **Client understanding:** The firm has extensive prior experience with the City on other studies – Codes Administration, Planning Department and Engineering Department. We will help the City reach its goals developed through interviews with city staff, executive leadership, elected and appointed official, prior customers, and stakeholders.
- **Project team qualifications:** We are proposing a highly qualified team that includes former local government practitioners and team members trained in both financial and operational assessments.

I will serve as the point of contact for this proposal. If you have any questions, please do not hesitate to contact me at 650-858-0507 or via email at [rbrady@matrixcg.net](mailto:rbrady@matrixcg.net).

A handwritten signature in blue ink, appearing to read "R. Brady", is positioned above the typed name.

Richard P. Brady, President  
**Matrix Consulting Group**

# 1. Vendor Information Form

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

Matrix Consulting Group, Ltd.

05-0545979

FIRM SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

1660 S. Amphlett Blvd.



ADDRESS

AUTHORIZED SIGNATURE

San Mateo, CA 94402

Richard Brady, President

CITY STATE ZIP

PRINTED NAME AND TITLE

650-858-0507

November 10, 2022

TELEPHONE

DATE

[www.matrixcg.net](http://www.matrixcg.net)

[proposals@matrixcg.net](mailto:proposals@matrixcg.net)

WEB SITE

E-MAIL ADDRESS

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

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

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



## 2. Form 1: Proposer Profile

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

Matrix Consulting Group, Ltd.  
1650 S. Amphlett Blvd. Suite 213  
San Mateo, CA 94402

1a. Provider /Firm is:

National       Regional       Local

1b. Year Provider/Firm Established: 2002

Years of Experience providing RFP identified services/project for municipalities: 20

Year of Experience conducting requested services: 20

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

1d. Principal contact information: Name, title, telephone number and email address:

Richard Brady, President  
650-858-0507  
rbrady@matrixcg.net

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

Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided: 9

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

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

### 3. Evidence of Experience and References

This section of our proposal will provide an overview of the Matrix Consulting Group and our experience conducting similar studies for local government entities.

#### 1. About the Matrix Consulting Group

The Matrix Consulting Group is a management consulting firm dedicated to providing quality analytical assistance to local government. Our company was formed in 2002 by experienced consultants in order to pursue an operating model in which analytical work is performed by senior level staff. Our firm can be summarized as follows:

- We are domestically incorporated in California (headquarters in San Mateo) and have regional offices in Edwardsville (IL – St. Louis metro area), Charlotte (NC), Dallas-Fort Worth area (TX), Fort Myers (FL), and Portland (OR). We are also incorporated in Missouri as a foreign corporation.
- We are comprised of 24 full time and four part time staff.
- Since our founding we have worked with over 1,500 government agencies, conducting cost of service and management studies providing recommendations relating to operations, improvements, and cost recovery. We also have extensive experience in fleet and building service management and planning studies.
- The firm is comprised of highly experienced management consultants who specialize in the analysis of these issues encompassing the entire spectrum of critical operational areas.
- The firm has extensive prior experience with Lee's Summit on other studies – Codes Administration, Planning Department and Engineering Department.

The market and service focus of the Matrix Consulting Group has always been financial, management, staffing and operations analysis of local government. The following outlines the core services provided by our firm:

Administrative (HR, Finance, IT)	Fire and EMS
Community Development	<b>Fleet Management</b>
Corrections and Justice	Law Enforcement
Emergency Communications	Parks, Recreation, and Libraries
<b>Financial Services</b>	<b>Public Works and Utilities</b>

No other firm has a better understanding of how public organizations operate, or how to help them thrive.

## 2. Firm Experience Conducting Similar Assessments

This section summarizes our relevant experience conducting similar studies for other local governments.

### Fleet Operational Assessment Experience

The firm has extensive experience evaluating fleet operations, either as part of stand-alone studies, or as part of public works studies. Sample clients include:

Alaska Railroad	Kirkland, WA	Quesnel, BC
Albuquerque, NM	Greenville, NC	Rock County, WI
Amherst, NH	Haverhill, MA	Roseville, CA
Bloomington, MN	Lake County, IL	Salt Lake City, UT
Bexar County, TX	Littleton, CO	Santa Clara County, CA
Brazos River Authority, TX	Los Angeles County, CA	San Clemente, CA
Brockton, MA	Long Beach, CA	Scottsdale, AZ
DeKalb County, GA	Lowell, MA	South Gate, CA
Denton, TX	Manchester, NH	Spokane, WA
Evans, CO	Marion County, OR	Sunnyvale, CA
Forsyth County, GA	Northampton, MA	Trent Lakes, ON

These fleet studies included assessments of fleet optimization, right-sizing, utilization and in select cases internal rates.

### Facility Operational Assessment Experience

We have conducted staffing and operations studies of more than 150 public works and facilities organizations throughout the United States. Recent clients include.

Amherst, NH	Lake County, IL	Oklahoma City, OK
Anderson County, SC	Littleton, CO	Palo Alto, CA
Beverly Hills, CA	Los Angeles County, CA	Pittsburgh, PA
Brockton, MA	Los Angeles, CA	Port Everglades, FL
Brookline, MA	Lowell, MA	San Mateo, CA
Cedar Hill, TX	Menlo Park, CA	San Mateo County, CA
Cedar Rapids, IA	Milpitas, CA	Sunnyvale, CA
DeKalb County, GA	Milwaukee, WI	Tiburon, CA
Everett, WA	Niles, IL	Torrington, CT
Haverhill, MA	Northampton, MA	White Plains, NY
Joliet, IL	Ogden City, UT	Windsor, CT

The Matrix Consulting Group, Ltd has conducted over ninety organization-wide studies since our founding, each including fleet and facilities. Sample clients include:

Albuquerque, NM	Gulf Shores, AL	Rancho Mirage, CA
Avon, CT	Half Moon Bay, CA	Rancho Palos Verdes, CA
Barstow, CA	Johnson County, KS	Roseville, CA
Brattleboro, VT	Monroe County, MI	Salt Lake County, UT
Carroll County, NH	Monrovia, CA	Schertz, Texas
DeKalb County, GA	Montgomery College, MD	St. Cloud, Florida
Deltona, FL	Montgomery County, MD	Sunnyvale, CA
Franklin Township, NJ	Montpelier, VT	Takoma Park, MD
Grand County, UT	Orland Park, IL	Tigard, OR
Greenbelt, MD	Orleans, MA	Tinley Park, IL
Groton, MA	Orting, WA	West Milford, NJ

### Cost Allocation Experience

Our firm and project team have been providing cost allocation and indirect cost rate services to clients for over 15 years. The following table provides a sampling of jurisdictions for whom we have provided similar services within the last five years, by the type of service provided:

Jurisdiction	Full Cost	OMB	Indirect Rates	Annual Plan
Adelanto, CA	X			
Champaign, IL	X	X		
Citrus Heights, CA	X	X		
Cupertino, CA	X	X		
Dallas, TX	X	X	X	X
Dixon, CA	X	X		
Downey, CA	X	X		
Elk Grove, CA	X	X		X
Fairfield, CA	X	X		
Fort Lauderdale, FL	X	X	X	X
Garland, TX		X		X
Hercules, CA	X	X		
Juneau, AK	X	X	X	X
Livermore, CA	X	X		X
Manhattan Beach, CA	X	X		X
Maui County, HI	X	X	X	X
Miami Beach, FL	X	X		X
Millbrae, CA	X	X		
Pacific Grove, CA	X	X		
Port of Long Beach, CA	X		X	
Redwood City, CA	X	X		
Richland, WA		X		
Sacramento Regional Transit, CA		X	X	X
San Mateo, CA	X	X		X
Santa Clara, CA	X	X	X	
South San Francisco, CA	X	X		
Sunnyvale, CA		X	X	X

## 2. Form 3

The following pages contain a complete Form 3 for each of our three references.

**FORM NO. 3: EXPERIENCE/REFERENCES**

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

Project Name & Location: Internal City Services Financial and Program Study; Santa Barbara, CA

Completion Date (Actual or Estimated): 2021

Project Owners Name & Address: City of Santa Barbara, 310 E. Ortega Street Santa Barbara, CA 93101

Project Owner's Contact Person, Title & Telephone Number: Jennifer Disney Dixon, Purchasing Department; 805-963-0611

Estimated Cost (in Thousands) for Entire Project: \$139,880

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$139,880

Scope of Entire Project: (Please give quantitative indications wherever possible). See below.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible). See below

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: A. Pennington, J. Winter, K. Vigneau, K. Ingle, D. Branch

Scope/Firm's Responsibility: The purpose of this study was to evaluate the existing financial practices and program services, and to document and provide specific recommendations that optimize and enhance services consistent with adopted industry standards. The project included a staffing analysis and a full operational analysis of best practices and service levels for both fleet and facilities. The study also included an in-depth analysis of the cost allocation methodology and recommendations to improve upon the current practices.

**FORM NO. 3: EXPERIENCE/REFERENCES**

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

Project Name & Location: Internal City Services Financial and Program Review ; Berkeley, CA

Completion Date (Actual or Estimated): 11/20-1/21

Project Owners Name & Address: City of Berkeley, CA; 2180 Milvia Street, 3rd Floor Berkeley, CA 94704

Project Owner's Contact Person, Title & Telephone Number: Sean O'Shea, Administrative & Fiscal Services Manager  
(510) 981-6306

Estimated Cost (in Thousands) for Entire Project: \$20,000

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$20,000

Scope of Entire Project: (Please give quantitative indications wherever possible). See below.

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible). See below.

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: A. Pennington, K. Vigneau, K. Ingle

Scope: In this study, we provided the city with models to calculate the costs and allocation of charges for internal service operations – most specifically fleet and facilities. The models were provided in a manner to make it easy for the staff to update in the future. Additionally, we provided recommendations on which funds staff should be allocated to (replacement versus maintenance) and created handouts for customer departments flowcharting the allocation process and numerically demonstrating how the internal service charges are calculated.

**FORM NO. 3: EXPERIENCE/REFERENCES**

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

Project Name & Location: Fleet Operations Study; Santa Clara County; San Jose, CA

Completion Date (Actual or Estimated): 11/19-12/20

Project Owners Name & Address: Santa Clara County, 777 North First Street, Suite 410 San Jose, CA 95112

Project Owner's Contact Person, Title & Telephone Number: Dennis Brooks, Fleet Manager (408) 468-8901

Estimated Cost (in Thousands) for Entire Project: \$168,960

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$168,960

Scope of Entire Project: (Please give quantitative indications wherever possible). See below.

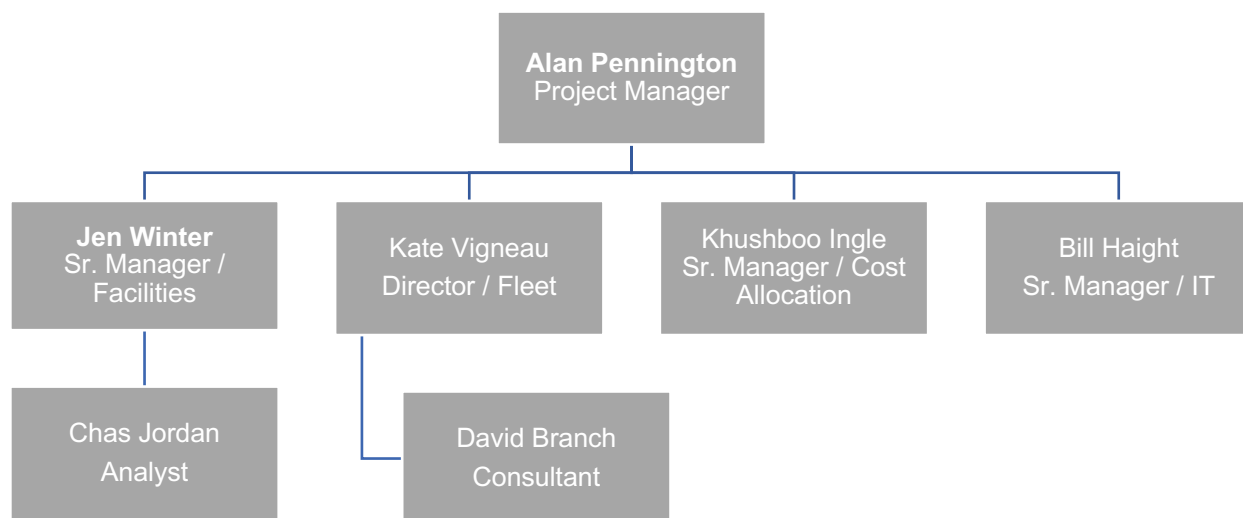
Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).<sup>See below.</sup>

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project: A. Pennington, K. Vigneau

Scope: In this project, we conducted a detailed evaluation of fleet management operations to identify opportunities to implement industry best practices. The project also included a Greening the Fleet and Operations Study for the County of Santa Clara with the goal to increase the total number of low greenhouse gas (GHG) alternative fuel vehicles in the County's fleet. A report was submitted to the County in September and a presentation is scheduled for October.

## 4. Expertise of Personnel

The consultants proposed for this engagement have broad experience in analyzing local government operations and most of our team members have served in various roles in local government. Our project team is outlined below.



### 1. Team Qualifications

**Alan Pennington** will serve as Project Manager. Alan is a Senior Vice President with the firm and leads our General Consulting Practice and has been with the firm since 2005. Prior to joining Matrix, he served for over 15 years in various public sector positions in Illinois including Assistant City Manager, Assistant Human Resources Director and Labor Relations Manager. His analytical experience includes intergovernmental services feasibility/cost-benefit analysis, service delivery reorganization, performance/service level benchmarking and staffing studies for various functions including Public Works and other areas of local government.

**Jen Winter** is a Senior Manager and leads our Public Works and Utilities Practice. Prior to joining the firm, Ms. Winter served as the Public Works Director for Cedar Rapids, Iowa. During her time with that municipality, she led the department's efforts in pursuing APWA accreditation and implementing management, organizational and organizational changes identified from a performance audit conducted prior to her affiliation with the department. Prior to that position, she was a Regional Director for an engineering consulting firm.

**Khushboo Ingle** is a Senior Manager who manages cost allocation plan, user fee, development impact fee, and cost of service engagements. Her experience with the firm also includes participation in operational audit engagements focusing on reviewing organizational, staffing, and internal processes to enhance development services.



**Kate Vigneau** is a Senior Manager with the Matrix Consulting Group and has more than 30 years of experience as a fleet manager and fleet management consultant. She spent 27 years in the Canadian Army, where she provided oversight for fleet policies and best practices of a fleet of 32,000 vehicles. After her retirement in 2010, Kate became a recognized fleet education and training specialist who acted as the Director of Professional Development for NAFA for over a decade, guiding their fleet education and certification programs. She won the Excellence in Fleet Education award for her volunteer efforts with the Association.

---

**David Branch** is a Manager with the Matrix Consulting Group and has served as an analyst and project lead on a wide range of government studies covering a variety of county and municipal functions such as human resources, finance and purchasing, public works and utilities, fleet and facilities, parks and recreation, code enforcement, and community development. David has extensive experience conducting organizational, operational, and staffing assessments during his 8 years with our firm.

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**Chas Jordan** recently joined Matrix Consulting Group as a Manager leading projects in the firm's General Consulting Practice. He serves as a project manager and a project consultant on projects dealing with public works, facilities, fleet management, utilities, parks and recreation and administrative functions. Prior to joining Matrix, Chas served as Assistant Public Works Director and Facilities Manager for Largo, Florida. He has also previously served as Project Manager for a solid waste management consulting firm.

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**Bill Haight** is an IT Analyst/Technical Advisor with our firm and provides a wide array of information technology background and support. William Haight is an experienced information technology manager and analyst. Mr. Haight has over 30 years of experience working in the public sector at the federal, county, and municipal level specializing in IT strategies, organizational structure, and application design and development

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## **2. Form 4: Resumes**

The following pages contain a completed Form 4 for each of our proposed team members.

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

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

- a. Name and Title: Alan Pennington, Sr. Vice President
- b. Project Assignment: Project Manager
- c. Name of Service Provider/Firm with which associated: Matrix Consulting Group
- d. Years of Experience:  
With this service provider/firm 17 other service providers/firms 15+
- e. Education: Degree(s)/Year/Specialization: BA, University of Maine, Public Management; MPA, University of Maine
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:  
Alan is a Senior Vice President with the firm and leads our General Consulting Practice and has been with the firm since 2005. Prior to joining Matrix, he served for over 15 years in various public sector positions in Illinois including Assistant City Manager, Assistant Human Resources Director and Labor Relations Manager. His analytical experience includes intergovernmental services feasibility/cost-benefit analysis, consolidated dispatch center analysis, service delivery reorganization, performance/service level benchmarking and staffing studies for various functions including Public Works and other areas of local government.

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

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

- a. Name and Title: Jen Winter, Sr. Manager
- b. Project Assignment: Sr. Manager - Facilities
- c. Name of Service Provider/Firm with which associated: Matrix Consulting Group
- d. Years of Experience:  
With this service provider/firm 2 other service providers/firms 20+
- e. Education: Degree(s)/Year/Specialization: BS, Iowa State University, Civil Engineering
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

Jen Winter, P.E. is a Senior Manager with Matrix Consulting Group leading our Public Works and Infrastructure Practice area. Prior to joining the firm Jen served as the Public Works Director for Cedar Rapids, Iowa. During her time with that municipality, she led the department's efforts in pursuing APWA accreditation and implementing management, organizational and operational changes including the Department's first strategic plan. Jen also has first-hand experience with space planning, and the transition of a Department to a new facility. In 2008 the Cedar Rapids Public Works facility was flooded and during space planning the decision was made to expand the Public Works Facility into a City Services Center to house Public Works, Parks and Rec, and Building and Zoning in addition to several other City functions. Prior to her position as Public Works Director Jen was a Regional Director and Senior Project Manager for an engineering consulting firm with a focus on municipal and transportation projects across the Midwest.

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

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

- a. Name and Title: Khushboo Ingle, Sr. Manager
- b. Project Assignment: Sr. Mgr - Cost Allocation
- c. Name of Service Provider/Firm with which associated: Matrix Consulting Group
- d. Years of Experience:  
With this service provider/firm 11 other service providers/firms \_\_\_\_
- e. Education: Degree(s)/Year/Specialization: B.A., University of California – San Diego, International Economics  
M.A., University of California – San Diego, International Affairs
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:  
Khushboo Ingle is a Senior Manager who manages cost allocation plan, user fee, development impact fee, and cost of service engagements. Her experience with the firm also includes participation in operational audit engagements focusing on reviewing organizational, staffing, and internal processes to enhance development services.

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

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

- a. Name and Title: Kate Vigneau, Sr. Manager
- b. Project Assignment: Director - Fleet
- c. Name of Service Provider/Firm with which associated: Matrix Consulting Group
- d. Years of Experience:  
With this service provider/firm 5 other service providers/firms 30+
- e. Education: Degree(s)/Year/Specialization: MDS, Royal Military College; MBA, Royal Military College;  
BA in Military and Strategic Studies, Royal Roads Military College
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

Kate Vigneau is a Senior Manager with the Matrix Consulting Group and has more than 30 years of experience as a fleet manager and fleet management consultant. She spent 27 years in the Canadian Army, where she provided oversight for fleet policies and best practices of a fleet of 32,000 vehicles. After her retirement in 2010, Kate became a recognized fleet education and training specialist who acted as the Director of Professional Development for NAFA for over a decade, guiding their fleet education and certification programs. She won the Excellence in Fleet Education award for her volunteer efforts with the Association.

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

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

- a. Name and Title: David Branch, Manager
- b. Project Assignment: Consultant
- c. Name of Service Provider/Firm with which associated: Matrix Consulting Group
- d. Years of Experience:  
With this service provider/firm 8 other service providers/firms
- e. Education: Degree(s)/Year/Specialization: BS, University of Southern California; Policy, Management, and Planning.
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

David Branch is a Manager with the Matrix Consulting Group and has served as an analyst and project lead on a wide range of government studies covering a variety of county and municipal functions such as human resources, finance and purchasing, public works and utilities, fleet and facilities, parks and recreation, code enforcement, and community development. David has extensive experience conducting organizational, operational, and staffing assessments during his 8 years with our firm.

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

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

- a. Name and Title: Chas Jordan, Manager
- b. Project Assignment: Analyst
- c. Name of Service Provider/Firm with which associated: Matrix Consulting Group
- d. Years of Experience:  
With this service provider/firm <1 other service providers/firms 17
- e. Education: Degree(s)/Year/Specialization: MPA, University of North Florida – Public Administration  
BA, University of North Florida - Political Science and Public Administration
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

Chas Jordan recently joined Matrix Consulting Group as a Manager leading projects in the firm's General Consulting Practice. He serves as a project manager and a project consultant on projects dealing with public works, facilities, fleet management, utilities, parks and recreation and administrative functions. Prior to joining Matrix, Chas served as Assistant Public Works Director and Facilities Manager for Largo, Florida. He has also previously served as Project Manager for a solid waste management consulting firm. He serves as a subject matter expert in training and facilitating strategic planning and operating procedure exercises for local government departments.

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

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

- a. Name and Title: Bill Haight, IT Analyst/Tech Advisor
- b. Project Assignment: Sr. Mgr. - IT
- c. Name of Service Provider/Firm with which associated: Matrix Consulting Group
- d. Years of Experience:  
With this service provider/firm 4 other service providers/firms 25+
- e. Education: Degree(s)/Year/Specialization: Western Governors University studied Business Administration and Management; Mountainwest College, Associates, Systems Program
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

Bill Haight is an IT Analyst/Technical Advisor with our firm and provides a wide array of information technology background and support. William Haight is an experienced information technology manager and analyst. Mr. Haight has over 30 years of experience working in the public sector at the federal, county, and municipal level specializing in IT strategies, organizational structure, and application design and development



### 3. Form 2: Subcontractors Form

We will not be using subcontractors for this engagement.

**FORM NO. 2: KEY OUTSIDE CONSULTANTS/SUBCONTRACTORS**

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

**SUB-CONSULTANT #1**

Name & Address

N/A

Specialty/Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing requested services

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

**SUB-CONSULTANT #2**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing requested services

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

**SUB-CONSULTANT #3**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_ Yes \_\_\_ No

Year Firm Established:

Years of Experience providing requested services

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

## 5. Applicable Resources

This section outlines the approach we take to providing and management projects of this size and complexity to ensure successful completion and results for our clients. We have also provided information regarding our ability to complete the project within the proposed timeframe.

### 1. Approach to Providing Services

Our approach to providing the requested services includes close cooperation with our client including extensive interviewing, evaluation of County documents (budgets, organizational charts, work processes), data collection; and evaluation of policies, procedures, and technology utilization to fully understand the current service delivery approaches, challenges, and opportunities. We work closely with our clients to meet all schedule and scope of work elements for our projects.

Our place in the government consulting industry is based on our experience and our approach. While more fully explained in later sections of the proposal these strengths can be summarized as follows:

- We have conducted over 90 organization-wide studies for local government. In addition, the firm has conducted over 1,500 studies of other governmental service areas. These studies have spanned the entire country assisting clients address organizational and operational challenges and position their organization for future success.
- We are specialists, not generalists. Each staff member of our proposed team has experience conducting dozens of studies related specifically to functions under assessment. Additionally, our team includes members who have previously served as local government executives in a variety of disciplines.
- Our detailed approach to providing consulting services is client centered, recognizing that each client environment is unique.

Our firm's reputation is based on providing detailed analysis through extensive data collection, input, and interaction with our clients. The cornerstone of our philosophy in conducting organization and management studies is summarized in the following points:

- **A principal of the firm is always involved on each project.** For this project, we would commit a Vice President of the firm as Project Manager and several of our Senior Managers as leads over each major functional area. A project of this prominence deserves the attention of the top key executives of our firm.

- **We approach our projects with a firm grounding in formal analytical methodologies.** All impacts are identified and analyzed in detail to ensure that recommendations are implemented and our clients (and the public they serve) can understand the reasons for recommended changes. This is achieved by:
  - Use of proven project management techniques.
  - Input from staff through interviews and surveys; extensive input from other stakeholders (e.g., elected officials, community representatives).
  - Detailed data collection and analysis derived from primary sources.
  - Extensive reviews of facts, findings, conclusions, and recommendations.
  - Detailed implementation plans.

This approach has provided our clients with valuable assistance and advice in dealing with important public policy issues.

## 2. Project Management and Controls

We believe very strongly in the science of our craft. As a result, we utilize formal project management techniques in our studies. These techniques include:

- All project work activities are defined in advance and tied to each project team member, deliverables, the schedule and the budget.
- The project manager and lead analysts develop general and project specific data collection plans and interview guides for all our staff.
- Project team and client expectations and results are managed on a weekly basis by developing and utilizing formal project schedules and reporting tools.
- At project initiation, we will establish a series of progress meetings with the County Administrator, key stakeholders, and the project steering committee to review interim deliverables and findings as they are developed. This approach to collaboration throughout the engagement will ensure no surprises.
- The project manager designs and personally reviews all interim and final products before they are delivered to the client.

These project management approaches have resulted in all our projects being delivered at a high level of quality, on time and on budget. We are known for the depth and insight of our analysis and our client responsiveness.

### 3. Completing Project withing Proposed Timeframe

The following project schedule provides a high-level timeframe for each task of the proposal. During the project initiation task, a detailed week by week schedule will be developed for managing the project. This detailed plan will ensure we address any specific timing or scheduling needs of the City or key staff.

We have proposed a ten-month project schedule as shown in the table below.

Task	Month(s)	Deliverable / Task
1. Performance/Management Audit	1-6	Overall Management and Communication to the City Team
2. Current State Assessment (CSA)	1-2	Kick-Off Meeting, Data Collection, Staff and Stakeholder Interviews, CSA Report
3. Development of ERP Philosophy	3	Overarching philosophy to guide decision making related to the ERPs
4. Recommended Revisions to Policies, Procedures, Processes, and Fiscal Planning	3-6	Interim deliverable with recommended revisions
5. Evaluate Practices for Managing Unplanned Equipment Replacement	6	Operational and financial policy to deal with unexpected fleet growth
6. Evaluate the Process to Calculate ERP Payments	6-9	Cost Allocation Manual and Implementation Plan
7. Phase 2 Report	9-10	Phase 2 Report

All timelines can be adjusted based upon the City's schedule and other commitments in agreement with the Matrix team and City staff.

## **6. Form 5: Project Approach**

The following pages include Form 5: Project Approach Narrative.



City of Lee's Summit  
Procurement and Contract Services  
RFP No. 2023-012

#### FORM NO. 5: PROJECT APPROACH NARRATIVE

This section of the proposal provides our proposed project approach, a summary of the requested scope of services, a detailed technical plan to accomplish the scope of services, and a proposed timeline.

The City of Lee's Summit is interested in conducting a comprehensive performance audit of the four Internal Services Equipment Replacement Programs ("ERPs"). The City desires the following outcomes:

- Development of an overarching philosophy for the ERP with input and guidance from the firm
- Recommended changes to the City's purpose statement for the ERPs to align with the philosophy
- Updated or revised general policies and procedures for the management of the ERPs
- Recommendations to align ERP activities with the City's annual budget cycle and procurement processes
- Guidance in aligning the City's claims processes with the ERP funding processes
- Recommendations to improve financial accountability of the ERPs
- Recommendations to reconcile the ERP funding process with the Enterprise Funds to assure there are no financial impacts to the Enterprise Funds that are unwarranted
- Recommendations on how to establish the beginning balance for each ERP and the cost calculating model for equipment, vehicles, software and licenses scheduled for replacement in the future

The following task plan describes the overall approach the project team would undertake along with a brief narrative.

#### **Task 1** | Performance/Management Audit of the City's ERPs

The sequence of tasks which follow constitute our approach to conduct a performance and management audit of the City's ERPs. Before describing the audit approach in detail, we would like to present our overall guiding principles in an audit of this kind. The Matrix

Consulting Group works with a wide variety of clients ranging from small towns to major metropolitan cities in over 44 states across the U.S. Every project is unique, and is managed according to the following essential project approaches:

- **Reputation for effective project management:** Our clients value the personal attention, enthusiasm, responsiveness, timely delivery, and expertise provided on their projects. This attention to project management is demonstrated in our work approach, as shown in the detailed work plans provided for each project.
- **Cross-trained project team:** Our project team has combined operational and management expertise in each of the four Internal Services Equipment Replacement Programs (“ERPs”) to be reviewed in the study.
- **Communication with the City:** At the onset of the project, a detailed schedule will be developed outlining key deadlines and deliverables, and regular progress reports will be provided to the City's Project Manager. We are known for being available to clients and for providing prompt responses to questions or issues.
- **City staff support:** The Matrix Consulting Group is mindful of the City's current workload and our approach is to work with our clients' staff to minimize project impacts through strong project management, clear expectations of our roles versus staff roles, and realistic scheduling. However, it will be critical that the City make data available for the analysis and projections, time for staff to meet and be interviewed by our team, and space to hold meetings with stakeholders.

These approaches have led to high rates of implementation for all of our project results.

The greatest risks to a project of this type is the lack of or timely provision of data. To mitigate this risk, we develop a detailed data collection listing that is reviewed with the City at the project initiation meeting and at each progress meeting. This ensures that all parties are aware of the status of data requests and needs and can address missing information prior to it impacting the project schedule.

Given the complexity of this project, we also recommend the use of a project steering committee that the project team can meet with periodically, generally monthly, to review interim deliverables and review preliminary observations and findings.

## Task 2 | Current State Assessment

The development of a Current State Assessment is critical to understanding the current operating environment and the key issues impacting and shaping service requirements today. To develop this perspective, we will conduct interviews with staff and stakeholders, collect data, and complete a best management practices assessment.

### Data Collection

Prior to our initial meeting, the Matrix Consulting Group will provide the City with a list of initial data requirements for the study. This will allow our project team to review this information thoroughly in preparation for initial discussions with staff. A common list of data collection items includes:

- Budgeted expenditures for the City's ERPs on a line-item basis.
- Copy of prior cost allocation methodologies and supporting documentation.
- Fixed Asset Listings associated with equipment and facilities.
- Labor hours by fund.
- Existing policies and procedures regarding both financial cost allocation and internal operational practices.

The provision of these items allows our project team to familiarize themselves with the current structure and practices. We will then establish a project kick-off meeting with the City to introduce the project team, discuss project schedule, develop a detailed project schedule and review scope of work and available data with City staff.

### Staff Interviews

The project team will interview all top management and supervisors of the City and within each unit of the ERPs to gain an understanding of current operations, current staffing levels and position types, and develop an in-depth understanding of the current service delivery approaches being utilized. During these interviews we would also discuss issues or concerns regarding existing management and operational approaches, the current cost allocation methodology, and existing service levels. We would also want to meet with key City administration and Finance staff to understand their perspective and goals regarding management of the ERPs, cost allocation, service levels and cost recovery approaches.



## Stakeholder Input

Once the data has been collected and reviewed, the project team will then meet with designated City stakeholders who have been identified as users of the ERPs to discuss any issues identified by the project team, as well as to clarify any existing concerns held by the City's participating stakeholders in regard to the current policies, procedures, and management of the ERPs.

Based upon the interviews and data collected the project team will develop a report that outlines a summary of the information gathered and a summary of the current state assessment of the ERPs and key observations.

### TASK RESULT

**This task will result in the development of a Current State Assessment of the ERPs. This will provide a baseline for use in comparing the final report and recommendations against current practices and procedures to demonstrate the key changes proposed and the impact of these changes.**

### Task 3 | **Develop a Philosophy to Guide the Short and Long-term Decisions Related to the ERPs**

Based upon the prior tasks we will work with the City to develop a philosophy for the ERP short- and long-term management. This will provide a guiding baseline for the remaining tasks. A consistent rate chargeback methodology would be part of this philosophical discussion to ensure that there is transparency, fairness, and defensibility related to recovering costs for the ERPs.

### TASK RESULT

**This task will result in the development of the overarching philosophy to guide the decision making on all items related to the ERPs.**

### Task 4 | **Provide Recommended Revisions to Policies, Procedures, Processes, and Fiscal Planning for the ERP Funds Based on Best Practices**

In this work task, the Matrix Consulting Group will evaluate the policies, procedures, processes, and fiscal planning of the ERPs and provide recommendations based on industry best practices.

Examples of the types of tasks that we would perform in conducting this assessment are presented below.

- **Analyze asset management practices.** There are volumes that can be written on the topic of asset management, but at its core it is the collection of data and information on each maintainable asset and their locations, a definition of the service levels appropriate for each asset that minimizes cost and maximizes economic life, an objective assessment of risks associated with failure to maintain each asset, and multi-year projections of the costs of replacement under various scenarios. The project team will assess the orientation toward asset management in Lee's Summit and will make recommendations for both enhancements and standardization of the principles of asset management.
- **Evaluate the adequacy of major work practices.** This analysis would focus on opportunities to improve work practices in the City. This analysis would focus on the identification of opportunities to streamline work practices to increase utilization levels and/or reduce requirements for staff, overhead, equipment, and property.
- **Evaluate workflow and business process improvement opportunities.** Processes, like organizational structures, may become obsolete over time, and for a variety of reasons. These may include improvements in technology, changes in the regulatory environment, changes in staffing and skill sets, and many other factors. The Matrix project team will, working with staff, make recommendations for enhanced data collection, changes in policies and procedures, and changes in management and operational practices. This will likely entail the identification of certain inefficient processes and their causes and may result in the need for additional training in certain areas of the organization.
- **Evaluate contract management practices.** Contract work is an essential element of maintenance and management and can include services that require specialized skill sets and ad hoc services to supplement internal staff during peak workloads. It is critical to ensure contractor conformance to specifications and standards in all agreements, and this should be accomplished through dedication of internal staff efforts to perform quality assurance assessments on a routine basis.

There are also industry standards and best practices applicable to the individual ERP Funds. These are further explained below.

## Fleet Practices

We have a database of best practices and benchmarks covering more than 100 functional areas of fleet and maintenance management. Best practices are grouped in these key functional areas:

**Vehicle selection.** In vehicle selection, we will consider the identification of assets to meet job requirements as well as the specifications of those assets.

**Purchasing.** Under purchasing, we will consider the use of cooperative arrangements and standing offers. We will also look at the purchasing timeline in acquiring vehicles in a timely manner. Finally, we will compare the benefits of purchasing, short-term rental and long-term leasing.

**Disposal.** We will examine remarketing strategies designed to maximize asset value. This involves remarketing assets as soon as they are replaced and ensuring proceeds are returned to the equipment replacement fund.

**Maintenance.** In this area we will review the preventative maintenance program, staffing, outsourcing, training and facilities to ensure existing policies and procedures contribute to efficient maintenance operations.

**Facilities.** During our site visit, we will assess fleet facilities and their ability to support fleet and maintenance operations in terms of number of bays, tools and equipment available and yard layout.

**Sustainability.** We will review the City's Sustainable goals and progress in reducing Vehicle Miles Travelled (VMT) and emissions. We will compare fuel arrangements with best practice and assess alternative fuel options for vehicle replacement.

**Replacement.** In this area, we will examine the vehicle replacement decision. Replacement criteria are a set of parameters that initiate planning for the replacement of an asset. Fleet replacement parameters should be set as time (months in service) and use (mileage or engine hours) for each class of vehicles and equipment in the fleet. Condition is a third consideration to figure into the replacement decision. We will review current replacement planning practices considering recent delays to vehicle order cycles.

We offer the following extract of the vehicle replacement best practice checklist as an indication of the format and methodology used. Note that every area evaluated as ~ or X will be addressed in detail in the final report and recommendations made to bring it in line with the best practice. The final report will also include planning steps to achieve alignment.

Best Practice Criteria	Status	Comment
Vehicles are procured to meet specific customer job requirements and customers are given ample input into the specification process.	✓	Users are involved from the start and fill out a checklist. Fleet completes specifications for customer sign-off.
Replacement cycles have been determined for all vehicle classes.	✓	Fleet has calculated replacement parameters by years and mileage/hours for over 200 vehicle classifications. Within target.
Replacement cycles are based on age, usage, condition, or some combination of these criteria and are reasonable.	~	Replacement planning is based on age, mileage, and condition but the parameters are not always followed.
A ten-year (minimum) replacement plan exists and is updated regularly.	X	Fleet can project out 20 years with Flagship but the plan is most accurate in the five-year window.

### Facilities/Buildings

For facilities, our project team will conduct a best practices assessment using information Matrix has collected in our experience and standards developed by national organizations such as the American Public Works Association.

The industry standards cover these key areas:

**Operations.** Including maintenance activities, inspections, inventory, and security.

**Scope of Responsibilities.** Encompasses the management, communications, training, performance measures, and quality control functions of Facility Management.

**Financial Rate Setting.** Involves how rates are set for internal and external customers and includes financial objectives, equity, efficiency, and administrative feasibility.

The following extract of a checklist is an indication of the format and methodology used.

Best Practice Criteria	Status
The agency complies with all federal, state, and local building codes, regulations, ADA guidelines, and environmental laws with regard to design, construction, and maintenance of buildings.	✓
A procedure outlines the authority and responsibility of individuals responding to requests for maintenance.	~
Quality standards are established for all repair and maintenance work. Completed work is inspected for compliance and results are documented.	~
A preventative maintenance program and schedule is established.	✓
A replacement schedule is established for major components.	X

## Information Technology

For information technology, our project team will conduct a best practices assessment based upon both industry standards and our experience assessing information technology operations. Areas covered include, but are no limited to, software, hardware, long-range and strategic planning, IT governance, security, disaster recovery, standardization and system integration, etc. A sample of some of the criteria considered is shown in the table below.

Best Practice Criteria	Status
Service level agreements have been established for all major software systems to ensure quality and timely services provided to user departments.	✓
Software updates are implemented on a defined schedule to ensure the agency is operating on the newest version of system.	✓
Software modifications are discouraged and limited to only highly critical and essential functionality elements to prevent future difficulties and costs during upgrades.	✓
Hardware updates are completed on a routine basis with specific replacement cycles based upon estimated life of each component, condition assessments, and/or review of maintenance efforts.	~
A five year IT strategic plan has been developed to guide future investments in technology.	~
Technology standards have been developed for the desktop (hardware and software), server applications, database applications, utility and management applications, LAN/WAN devices, etc.	X

### TASK RESULT

**The result of this task will be recommended revisions to policies, procedures, processes, and fiscal planning based on industry standards and best practices.**

## Task 5 | Evaluate Practices for Managing Unplanned Equipment Replacement

Unplanned equipment replacement, whether due to an unforeseen requirement, a vehicle deemed beyond repair, or legislated requirements to reduce emissions must be dealt with in revised policies and by the creation of an equipment reserve fund. We will follow these steps to recommend policies and funding:

- Review the current policies associated with adding new assets to the fleet or

replacing damaged assets.

- Review the current funding methodology for equipment reserves.
- Review historical requirements for unplanned fleet growth.
- Recommend an operational and financial policy to cover expected requirements.

**TASK RESULT**

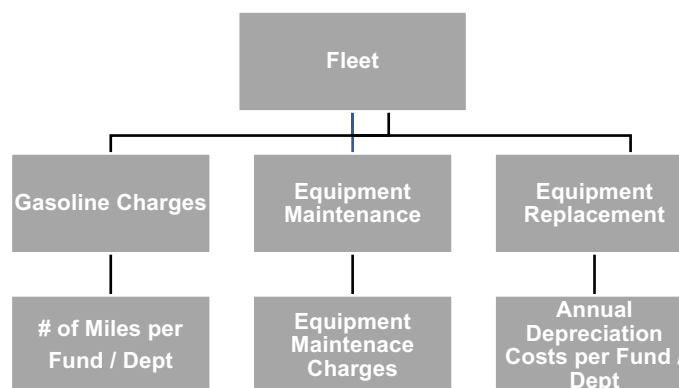
**The result of this task will be an operational and a financial policy to deal with unforeseen fleet growth. The capital reserve will also be integrated into the overall cost allocation model for the City.**

**Task 6 | Evaluate The Process to Calculate ERP Payments**

The project team will work with City staff to develop a methodical process to calculate ERP payments to support the needs of each program.

To structure a custom cost allocation model, our project team would perform the following tasks:

- Meet with ERP managers to identify major services and document the most reasonable allocation basis of these costs to its benefiting departments, funds, and activities. The following is a sample flowchart visually representing the outcome of these discussions, the first level is the central services department, the second level is the identified service category, and the third level is the basis by which costs will be allocated:



- Discuss alternative allocation procedures, including possible outcomes and potential impacts of each method.

This step of the process is critical in the development of a cost allocation methodology as it allows the Fund to review all existing and proposed options that determine the overall indirect cost recovery for the Fund.

**Task 6a | Review Draft Allocation Metrics**

Based on units of service identified in the prior task, the project team would put together allocation statistic workbooks for review City leadership and staff. The purpose of these workbooks is to review the initial results of the allocation metrics gathered by the project team. The following graphic shows an example of the workbook:

Fund	Dept	Desc	# of Equipment	Allocation %
1	10	City Manager	3	1.76%
1	30	Police	68	40.00%
1	35	Fire	25	14.71%
1	40	Parks	15	8.82%
1	50	Building	5	2.94%
1	50	Planning	1	0.59%
10		Golf Fund	4	2.35%
14		Sewer Fund	33	19.41%
15		Water Fund	16	9.41%
			<b>170</b>	<b>100.00%</b>

In the sample graphic provided, based upon the number of Equipment per Fund / Department, the primary support is for the Police Department (40%) followed by the Sewer Fund (19%). Based upon the results of this sample, the project team would verify with Fleet that the statistics were allocated to the appropriate fund / department and that the resulting percentage is reflective of the support being provided by the Fleet Maintenance staff.

This type of detailed review is critical for the development of a defensible cost allocation plan. It also ensures that departmental staff are comfortable with the use of the allocation metrics and the support that those metrics represent.

As the City has an internal methodology in place, the project team would also provide, a comparison of current metrics to previous metrics. This type of comparison can also help provide additional context when reviewing the initial allocation results.

### **Task 6b | Structure and Prepare Draft Custom Cost Allocation Model(s)**

Based upon units of service identified, allowable administrative or other indirect costs are allocated to each benefiting fund, department, and division. At this point the project team would begin customizing the Cost Plan model in order to meet the City's specified needs, including:

- Ensuring methodologies and assumptions comply with Federal regulations and general accounting principles.
- Ensure industry standards have been incorporated into the development of the cost allocation methodology.
- Customizing cost allocation summary schedules and narratives in a format that will best allow the Department to update and use them for future budgets.

The draft Cost Allocation Plan will provide clear documentation regarding the basis for allocations, and the methodologies applied to achieve the plan's final result. The Draft Cost Allocation Plan will be discussed and reviewed with each participating division as well as Executive staff.

### **Task 6c | Comparison of Draft Results to Current Methodology**

Similar to the allocation metrics, the project team would develop a comparison between the draft cost allocation results being developed to the City's most recent internal analysis. This comparison would highlight the following:

- Expenditures included in the proposed allocation relative to current allocations.
- The total costs being allocated out through the proposed and current cost allocation by service area.
- The costs being allocated to key receiving funds and departments through the proposed and current methodology.

This type of comparative or "flux" analysis enables staff to review the implications of the proposed draft cost allocation prior to finalizing the draft cost allocation. It can also serve as a way for the City to address any major shifts in costs as a result of the proposed cost allocation prior to approval and prepare any funds or departments for those increases or decreases in allocations.



## Task 6d | Draft Cost Allocation Report

The draft Cost Allocation will provide clear documentation regarding the basis for allocations, and the methodologies applied to achieve the plan's final result. The Draft Cost Allocation Plan is a report that will be developed that will include the following:

- Introduction on cost allocation.
- A detailed summary schedule outlining the total costs being allocated to each receiving fund.
- A detailed narrative section, including the types of services provided, what functions each service represents, and the basis for allocating those services.
- Numerical results for each functional area and metric included in the model.

The purpose of this detailed draft report is to ensure that there is clear and defensible documentation for all the information included in the Cost Allocation Plan.

## Task 6e | Finalize Cost Plan

Once management has reviewed the metrics, the draft cost allocation plan, the comparison between the plans, and the draft cost plan report the project team will finalize the Cost Allocation Plan. The final deliverables associated with the Cost Allocation Plan will be:

- **Cost Allocation Plan:** including all detailed allocation schedules, cost schedules, summary schedules, and narrative information regarding the central services included.
- **Excel Summary Schedules:** the results of the cost allocation plan in excel format for ease of calculations and incorporation into City documents.
- **Comparative Excel Analysis:** an excel workbook highlighting the costs included, costs allocated, and costs being received by funds, departments, and divisions between current and finalized proposed plan.

These deliverables will allow the City to have clear documentation of not only the final Cost Plan developed, but also documentation regarding any key differences and results from the current cost allocation.

## Task 6g | Implementation and Recommendations (Cost Allocation Manual)

Once the methodology for allocation of ERPs has been finalized and agreed upon by City management, the project team will work with staff to discuss implementation options and recommendations. Depending upon the results of the analysis, there may be shifts in costs to departments and as such there might be a need for phase-in of charges or a discussion with those departments in regards to how to incorporate those charges into their budget.

Additionally, at this point in the process, the project team would provide City staff with a procedure document (manual), which would outline in detail (step-by-step) the methodology used to determine the allocation for each fund and department within the City. In addition to this manual, the project team would provide a one-page (summary) document that can in a simplistic and flowchart manner explain the methodology, which can be provided to the customers upon initial inquiry. In our experience, having a simple handout can prove to be helpful along with the more detailed backup.

### TASK RESULT

**The product of this task is the ERP Cost Allocation Manual which outlines the methodology and implementation recommendations.**

## Task 7 | Prepare a Draft and Final Report

Once the work tasks noted above have been completed, we will discuss our analysis, findings, and conclusions with the City. The final task is the development of the Final Report. The draft report will be delivered and reviewed with leadership and/or the project steering committee for input and comments to be included in the final report.

The draft and final reports will contain the following elements:

- An executive summary that provides all recommendations prioritized with timelines for implementation.
- Detailed analysis of each identified improvement opportunity to align with industry best practice.
- Recommended philosophy for the ERP along with recommended changes to the purpose statement
- Recommended changes to the general policies and procedures for the management of the ERPs

- Recommendations to align ERP activities with the City’s annual budget cycle and procurement processes
- Guidance in aligning the City’s claims processes with the ERP funding processes
- Recommendations to improve financial accountability of the ERPs and to reconcile the ERP funding process with the Enterprise Funds
- Recommendations on how to establish the beginning balance for each ERP and the cost calculating model for equipment, vehicles, software and licenses scheduled for replacement in the future

Once leadership and staff have reviewed the draft report and implementation plan, and provided input, we would develop the final report. We would be pleased to present our findings at a scheduled meeting or workshop.

**TASK RESULT**

**The product of this task is the ERP Performance/Management Audit Final Report with recommendations and implementation priorities along with all of the technical documents developed during the study.**

**Project Schedule**

The following project schedule provides a high-level timeframe for each task of the proposal. During the project initiation task, a detailed week by week schedule will be developed for managing the project. This detailed plan will ensure we address any specific timing or scheduling needs of the City or key staff.

We have proposed a ten-month project schedule as shown in the table below.

Task	Month(s)	Deliverable / Task
1. Performance/Management Audit	1-6	Overall Management and Communication to the City Team
2. Current State Assessment (CSA)	1-2	Kick-Off Meeting, Data Collection, Staff and Stakeholder Interviews, CSA Report
3. Development of ERP Philosophy	3	Overarching philosophy to guide decision making related to the ERPs
4. Recommended Revisions to Policies, Procedures, Processes, and Fiscal Planning	3-6	Interim deliverable with recommended revisions
5. Evaluate Practices for Managing Unplanned Equipment Replacement	6	Operational and financial policy to deal with unforeseen fleet growth

Task	Month(s)	Deliverable / Task
6. Evaluate the Process to Calculate ERP Payments	6-9	Cost Allocation Manual and Implementation Plan
7. Phase 2 Report	9-10	Phase 2 Report

All timelines can be adjusted based upon the City's schedule and other commitments in agreement with the Matrix team and City staff.

**End of Form 5**

## 7. Cost

Task	PM	Sr. Manager Facilities	Director Fleet	Sr. Manager Cost Allocation	Sr Manager IT	Analyst	Consultant	Total Hours
Performance/Management Audit	4	4	4	4	4			20
Current State Assessment	8	20	20	24	24	40	24	160
Development of ERP Philosophy	4	8	8	8				28
Recommendations on Policies, Procedures, Processes, and Fiscal Planning	4	24	24	24	32	48	24	180
Evaluate Practices for Managing Unplanned Equipment Replacement	4	8	8	8	4	16	8	56
ERP Payments/Cost Allocation Manual	4	4	4	60	4	8	8	92
Draft and Final Report	4	16	16	8	16	40	20	120
<b>Total Hours</b>	<b>32</b>	<b>84</b>	<b>84</b>	<b>136</b>	<b>84</b>	<b>152</b>	<b>84</b>	<b>656</b>
Hourly Rate	\$275	\$185	\$200	\$185	\$185	\$150	\$110	
<b>Total Professional Fees</b>	<b>\$8,800</b>	<b>\$15,540</b>	<b>\$16,800</b>	<b>\$25,160</b>	<b>\$15,540</b>	<b>\$22,800</b>	<b>\$9,240</b>	<b>\$ 113,880</b>
Project Expenses								\$ 5,620
<b>Total Project Cost</b>								<b>\$ 119,500</b>

EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
MATRIX CONSULTING GROUP

[Scope of Work]

The awarded firm shall:

- 1) Perform a performance/management audit of the City's ERPs by reviewing and evaluating the City's current and past purpose, policies, processes, procedures, and overall management of the ERPs
- 2) Interact with available City resources, including but not limited to, ERP management staff, related ERP spreadsheets, and relative financial data (at least previous two fiscal years)
- 3) Provide guidance to the City in the development of a philosophy to guide the City in making short and long-term decisions related to the ERPs
- 4) Provide recommended revisions to policies, procedures, processes and fiscal planning for the funds base on generally accepted best practices and procedures for such programs
- 5) Provide recommendations of best practices for managing unplanned equipment replacement, such as vehicles totaled by an accident, major equipment failure, and the City's expansion process, where new vehicles and equipment are added to the ERP programs
- 6) Provide guidance in the development of a methodical process of calculating ERP payments to support the needs of each program

The City will provide representatives from each Internal Service Fund, Finance Department, and City Administration to assist with this audit.

Outcomes

The City expects the following outcomes as a result of the audit:

- 1) Development of an overarching philosophy for the ERP with input and guidance from the firm
- 2) Recommended changes to the City's purpose statement for the ERPs to align with the philosophy
- 3) Updated or revised general policies and procedures for the management of the ERPs
- 4) Recommendations to align ERP activities with the City's annual budget cycle and procurement processes
- 5) Guidance in aligning the City's claims processes with the ERP funding processes
- 6) Recommendations to improve financial accountability of the ERPs
- 7) Recommendations to reconcile the ERP funding process with the Enterprise Funds to assure there are no financial impacts to the Enterprise Funds that are unwarranted
- 8) Recommendations on how to establish the beginning balance for each ERP and the cost calculating model for equipment, vehicles, software and licenses scheduled for replacement in the future

Deliverables

The selected firm shall provide the following to the City at the conclusion of the performance/management audit:

- 1) Present to City staff a draft report of findings and recommendations based on the anticipated outcomes.
- 2) Modify and adjust the report based on feedback from City staff
- 3) Create and/or provide policies, procedures, processes, forms, guides, or process flow charts for the implementation of the recommended best practices
- 4) Provide a recommended phased implementation plan
- 5) Present final report to City staff
- 6) Present a summary and recommendations to the appropriate Committee(s) and possibly to City Council
- 7) Provide resulting documents and recommendations in the appropriate standard electronic file formats such as Microsoft Word, Excel, or PowerPoint

EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF LEE'S SUMMIT  
AND  
MATRIX CONSULTING GROUP

[Fee Proposal]

## 7. Cost

Task	PM	Sr. Manager Facilities	Director Fleet	Sr. Manager Cost Allocation	Sr Manager IT	Analyst	Consultant	Total Hours
Performance/Management Audit	4	4	4	4	4			20
Current State Assessment	8	20	20	24	24	40	24	160
Development of ERP Philosophy	4	8	8	8				28
Recommendations on Policies, Procedures, Processes, and Fiscal Planning	4	24	24	24	32	48	24	180
Evaluate Practices for Managing Unplanned Equipment Replacement	4	8	8	8	4	16	8	56
ERP Payments/Cost Allocation Manual	4	4	4	60	4	8	8	92
Draft and Final Report	4	16	16	8	16	40	20	120
<b>Total Hours</b>	<b>32</b>	<b>84</b>	<b>84</b>	<b>136</b>	<b>84</b>	<b>152</b>	<b>84</b>	<b>656</b>
Hourly Rate	\$275	\$185	\$200	\$185	\$185	\$150	\$110	
<b>Total Professional Fees</b>	<b>\$8,800</b>	<b>\$15,540</b>	<b>\$16,800</b>	<b>\$25,160</b>	<b>\$15,540</b>	<b>\$22,800</b>	<b>\$9,240</b>	<b>\$ 113,880</b>
Project Expenses								\$ 5,620
<b>Total Project Cost</b>								<b>\$ 119,500</b>